

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed at Kolkata on this _____ day of _____, 20_____, (Two Thousand and Twenty-Four)



By and Between

SAWANSUKHA DASH PVT. LTD., (formerly known as VANITY TIE-UP PVT. LTD.) (CIN No. U70100WB2007PTC114624) (**PAN : AACCV5411B**) a company under the provisions of The Companies Act, 2013, having its registered office at 3A, Nandlal Basu Sarani, (formerly Little Russel Street) P.S. Shakespeare Sarani, Kolkata – 700071 represented by its Director Mr. Siddhartha Sawansukha (PAN : ARJPS5075M) son of Mr. Rupchand Sawansukha working for gain at 3A, Nandlal Basu Sarani, (formerly Little Russel Street) P.S. Shakespeare Sarani, Kolkata – 700071 hereinafter referred to as the “**VENDOR/PROMOTER**”, (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include its successor and/or successors-in-office) of the **ONE PART**.

AND

[If the Allottee is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Allottee" (which expression shall

unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____, aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

The VENDOR/Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A. One Gorachand Mullick was absolutely seised and possessed of and/or otherwise well and sufficiently entitled to various immoveable properties including All That the piece and parcel of land containing an area of 5 Bighas, 13 Cottahs, 8 Chittacks and 43 Sq.ft. be the same a little more or less situate lying at and being premises Nos.3 & 4, Harrington Street and 3 (formerly 1/1), Little Russel Street, Calcutta.
- B. That ALL THAT Piece and parcel of Land was divided and demarcated equivelnet to 20 Cottahs, 1 Chittack and 31 sq.ft. be the same a little more or less together with partly two storied, partly three storied and partly four storied building standing thereon being premises No.3, Little Russel Street, Calcutta was separated out of the said premises nos.3, Harrington Street and 3, Little Russel Street, Calcutta, hereinafter referred to as the said property.
- C. The said Gorachand Mullick who was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 20th day of February, 1920 leaving him surviving his widow Fool Coomari Dassi, two sons Gadadhar Mullick and Gangadhar Mullick and five married daughters Kumud Kumari Dasi, Rash Kumari Dasi alias Rashmoni Dasi, Kamal Kumari Dasi, Lalita Sundari Das and Amodini Kumari Dasi as his heirs, heiresses and legal representatives.
- D. The said Gorachand Mullick died testate leaving behind his Last Will and Testament dated the 19th day of October, 1917, whereby and whereunder he appointed his widow Fool Coomari Dassi, his two sons Gadadhar Mullick and Jugol Kishore Sen, who was already given in adoption, as the executrix and executors to the said Will.
- E. Under terms of the said Will, the said Gorachand Mullick after making provisions for various annuities and legacies gave devised and

bequeathed his rest and residue properties including the said premises Nos.3 & 4, Harrington Street, Calcutta and 3 (formerly 1/1) Little Russel Street, Calcutta unto and in favour of his two sons Gadadhar Mullick and Gangadhar Mullick in equal shares with a provision that the same shall not be divided and partitioned before the death of his wife or before his son Gangadhar Mullick attained majority.

- F. The said Will of Gorachand Mullick was duly probated in the High Court of Judicature at Fort William in Bengal by the said Fool Coomari Dassi and Gadadhar Mullick, the other executor having renounced his executorship and accordingly the said executor and executrix duly administered the said estate of Gorachand Mullick since deceased.
- G. In accordance with the provision of the said Will and Testament the residue estate with the consent of Fool Coomari Dassi left by the said Gorachand Mullick since deceased was taken over by his said two sons, Gadadhar Mullick and Gangadhar Mullick on the 31st day of August, 1937 and the executor and executrix were discharged.
- H. On the 11th day of June, 1938, the said two sons, Gadadhar Mullick and Gangadhar Mullick agreed to divide and partition the said residue estate amongst themselves after providing for their mother and setting apart sufficient fund for carrying out the provisions of the said Will and had agreed to refer the dispute to the arbitration of Mr. Arun Prakash Boral, Mr. Bholanath Mullick and Mr. Amritlal Mullick.
- I. Before the said Arbitrators could pass their final Award, the said Fool Coomari Dassi died on the 24th day of December, 1939 as a result whereof the said arbitration proceedings became infructuous.
- J. By virtue of a Deed of Partition dated the 22nd day of March, 1941 and registered with the District Sub-Registrar, Calcutta in Book No.1, Volume No.69, Pages 1 to 30, Being No.902 for the year 1941 made between the

said Gadadhar Mullick, therein referred to as the Party of the One Part and the said Gangadhar Mullick, therein referred to as the Party of the Other Part, the said Gadadhar Mullick and Gangadhar Mullick divided and partitioned the said residue estate of the said Gorachand Mullick, since deceased whereby and whereunder, the said Gadadhar Mullick was to the exclusion of his brother Gangadhar Mullick was allotted All That the said property being premises No.3, Little Russel Street, Calcutta, absolutely and forever.

- K. The said Gadadhar Mullick, who during his lifetime, was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 20th day of March, 1955 leaving him surviving his only son Bidyadhar Mullick as his only heir and legal representative who upon his death, became seised and possessed of and/or otherwise well and sufficiently entitled to in fee simple in possession of All That the said property being premises No.3, Little Russel Street, Calcutta.
- L. The said property was later renamed and renumbered as premises Nos.3A & 3B, Nandalal Basu Sarani (formerly Little Russel Street), Kolkata by the Kolkata Municipal Corporation.
- M. The said Bidyadhar Mullick, who was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on the 28th day of December, 1989, leaving him surviving his widow Kumud Kumari Mullick and son Shibu Kumar Mullick as his only heir, heiress and legal representatives, who, became jointly absolutely seised and possessed of and/or otherwise well and sufficiently entitled to in fee simple in possession of All That the said property being premises No.3, Little Russel Street, which later became 3A & 3B, Little Russel Street, Calcutta, having undivided half share each into or upon the same.
- N. By an Indenture of Lease dated the 18th day of July, 2007 registered with the Registrar of Assurances, Kolkata in Book No.1, Volume No.I, Pages 1

to 18, Being No.06863 for the year, 2007 made between the said Smt. Kumud Kumari Mullick and Shibu Kumar Mullick, therein jointly referred to as the Lessors of the First Part and Vanity Tie-Up Private Limited therein referred to as the Lessee of the Second Part and Rupchand Sawansukha and Aditya Mundra, therein jointly referred to as the Confirming Parties of the Third Part, the said Smt. Kumud Kumari Mullick &Anr. in consideration of the premium and the rent thereby reserved on the part of the Lessee paid and/or to be paid to the said Smt. Kumud Kurnari Mullick &Anr. and on the terms and conditions therein contained, granted and demised unto and in favour of the said Vanity Tie-Up Private Limited being the Lessee therein All That the buildings and structures constructed and erected on the piece and parcel of land containing an area of 19 Cottahs and on actual measurement 19 Cottahs, 14 Chittacks, 36.25 Sq.ft. be the same a little more or less situate lying at and being municipal premises Nos.3A and 3B, Nandalal Basu Sarani (formerly Little Russel Street), Police Station Shakespeare Sarani, Kolkata - 700071 morefully and particularly described in the First Schedule thereunder as also in the First Schedule hereunder written, hereinafter referred to as the 'said premises' subject to the occupation of various tenants in respect of various portions of the said premises morefully and particularly described in the Second Schedule thereunder written for a term of 90 years commencing from 1st day of July, 2007 with an option to renew the same for a further period of 90 years subject to the terms and conditions, covenants and stipulations recorded therein.

- O. In view of the said registered Indenture dated 18th day of July 2007 the said Vanity Tie-up Private Limited has been realising rents issues and profits of the said premises Nos. 3A & 3B, Nandalal Basu Sarani, Kolkata – 700071.
- P. The said Kumud Kurnari Mullick who was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 6th December, 2007

leaving behind surviving her only son Shibu Kumar Mullick as her only heir and legal representative.

- Q. Upon the death of the said Kumud Kumari Mullick her son the said Shibu Kumar Mullick became entitled to the residuary and/or reversionary right in respect of the said premises Nos.3A and 3B, Nandalal Basu Sarani (formerly Little Russel Street), Police Station Shakespeare Sarani, Kolkata – 700071 and as such the said Shibu Kumar Mullick has been realising rent in accordance with the terms of the said registered Indenture of 18th day of July 2007 from Vanity Tie-Up Private Limited being the Lessee therein.
- R. Thereafter by a Development Agreement dated 16th January, 2016 made between Vanity Tie-Up Private Limited therein described as the Lessee of the One Part and Wellside Properties Private Limited therein described as the Developer of the Other Part the said Vanity Tie-Up Private Limited appointed Wellside Properties Private Limited as the Developer and further entrusted to it the development of the said Premises being premises Nos.3A and 3B, Nandalal Basu Sarani (formerly Little Russel Street), Police Station Shakespeare Sarani, Kolkata – 700071 by way of construction of a new Building at or upon the land comprised in the said Premises, subject to the various terms and conditions recorded therein.
- S. By virtue of an Indenture of Conveyance dated the 25th day of March, 2017 registered at the office of the Registrar of Assurance-II, Kolkata in Book No.1, Volume No.1902-2017, Pages 26838 to 26889, Being No.190200854 for the year 2017 made between Shibu Kumar Mullick therein referred to as the Vendor of the One Part and Vanity Tie-Up Private Limited therein referred to as the Purchaser of the Other Part, the said Shibu Kumar Mullick sold, transferred and conveyed, assured and assigned All That his residuary and/or reversionary right title interest or the entirety of his right title and interest in respect of All That piece and parcel of land containing an area of 19 Cottahs and on actual

measurement 19 Cottahs, 14 Chittacks, 36.25 Sq.ft. be the same a little more or less situate lying at and being municipal premises Nos.3A and 3B, Nandalal Basu Sarani (formerly Little Russel Street), Police Station Shakespeare Sarani, Kolkata - 700071 morefully and particularly described in the First Schedule thereunder as also in the First Schedule hereunder written, hereinafter referred to as the 'said premises' unto and in favour of Vanity Tie-Up Private Limited for the consideration and on the terms and conditions stated therein.

- T. By virtue of the said part recited registered Deed of Conveyance dated 25th March, 2017 and Deed of Lease dated 18th July, 2007 the said Vanity Tie-Up Private Limited became absolute Owner of the fee simple estate and of the Leasehold estate of the said premises and from the date of the said Deed of Conveyance dated 25th March, 2017 the said lease no longer continued in force but has been merged and/or extinguished with all reversionary rights expectant thereon unto and in favour of Vanity Tie-Up Private Limited.
- U. By virtue of the aforesaid the said Vanity Tie-Up Private Limited became absolutely seised and possessed of and otherwise well and sufficiently entitled to in fee simple possession of All That piece and parcel of land containing an area of 19 Cottahs and on actual measurement 19 Cottahs, 14 Chittacks, 36.25 Sq.ft. be the same a little more or less situate lying at and being municipal premises Nos.3A and 3B, Nandalal Basu Sarani (formerly Little Russel Street), Police Station Shakespeare Sarani, Kolkata - 700071 morefully and particularly described in the First Schedule hereunder written, hereinafter referred to as the said premises subject to the occupation of various tenants in respect of various portions of the said premises but otherwise free from all encumbrances and charges.
- V. The said Vanity Tie-Up Private Limited has applied before the appropriate authorities of the Kolkata Municipal Corporation for amalgamation of the

said premises Nos.3A and 3B, Nandalal Basu Sarani (formerly Little Russel Street), Kolkata – 700071 and accordingly the said premises Nos.3A and 3B, Nandalal Basu Sarani (formerly Little Russel Street), Kolkata – 700071 were amalgamated and renumbered as premises No.3A, Nandalal Basu Sarani (formerly 3A and 3B, Nandalal Basu Sarani), P.S. Shakespeare Sarani, Kolkata – 700071 hereinafter referred to as the said premises.

- W. In due course of time the said Vanity Tie-Up Private Limited caused the eviction of the tenants who had been occupying various portions of the said premises for the purpose of developing the same by way of construction of a new building thereon.
- X. Before development of the said premises the said Vanity Tie-Up Private Limited represented to the appropriate authorities of the Kolkata Municipal Corporation for delisting of the old building from the Heritage list of KMC and thereafter West Bengal Heritage Commission Government of West Bengal by a letter dated 6th January 2016 recorded that the old building situate at the said premises had no architectural significance and was a Grade III Heritage Building instead of Grade IIB (Architectural Style) Heritage Building and as such the said building was delisted from heritage list of K.M.C. so that a new building could be constructed thereon.
- Y. In pursuance of the said Development Agreement dated 16th January, 2016 hereinafter referred to as the said Development Agreement, the said Developer caused preparation of a building plan which was submitted before the concerned authorities of the Kolkata Municipal Corporation for construction of a new building at the said premises and the same was duly sanctioned by the Kolkata Municipal Corporation being B.P. No.201970046 dated 20th June, 2019 hereinafter referred to as the “said sanctioned Plan”.

- Z. Due to various reasons the said Developer could not develop the said premises as such by a Deed of Cancellation dated 15th July 2021 the said Development Agreement dated 16th January, 2016 was cancelled and/or rescinded between the parties thereto and all claims and demands raised between the owner and Developer were amicably settled in full and as such the said premises became freed and discharged from the said Development Agreement.
- AA. Meanwhile the name of the said Vanity Tie Up Private Limited was changed to Sawansukha Dash Pvt. Ltd. pursuant to Rule 29 of the companies (Incorporation Rules 2014) and accordingly the Registrar of Companies West Bengal issued certificate dated 23rd May, 2022 for change of name.
- BB. By virtue of the aforesaid the said Sawansukha Dash Pvt. Ltd. became absolutely seised and possessed of and/or otherwise well and sufficiently entitled to in fee simple possession of All That piece and parcel of land containing an area of 19 Cottahs and on actual measurement 19 Cottahs, 14 Chittacks, 36.25 Sq.ft. be the same a little more or less situate lying at and being municipal premises Nos.3A, Nandalal Basu Sarani (formerly Little Russel Street), Police Station Shakespeare Sarani, Kolkata - 700071 morefully and particularly described in the First Schedule hereunder written together with benefits of the said sanctioned Plan hereinafter referred to as the said premises free from all encumbrances and charges whatsoever.
- CC. Thereafter the said Sawansukha Dash Pvt. Ltd. hereinafter referred to as the Vendor itself desired to develop the said premises by way of construction of a new building thereon and as such the Vendor caused preparation of a building plan which was sanctioned vide Building Permission No. 2019070046 dated 20-06-2019 by the appropriate concerned authorities of the Kolkata Municipal Corporation for

construction of a new building at the said premises morefully described in the First Schedule stated hereunder.

- DD. The said building sanctioned plan was initially comprising of ground plus ten floors however after modification and obtaining certificate of GREEN BUILDING it will now comprise of ground plus eleven floors and accordingly the construction of the said building has been completed upto eleventh floor in accordance with B.S. Plan No. 2069070046 dated 11-12-2023.
- EE. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata on 20th January, 2024 under registration no. WBRERA/P/KOL/2024/000970.
- FF. In pursuance of the aforesaid sanctioned plan the Vendor is constructing the said new building comprising of commercial and residential apartments/units out of which part of ground and first floors are commercial areas and the remaining areas are residential areas in the said premises situate and lying at 3A, Nandalal Basu Sarani, (formerly Little Russel Street) P.S. Shakespeare Sarani, Kolkata – 700071 hereinafter referred to as the “said premises” and morefully described in the First Schedule hereunder written but Completion Certificate has not yet been given.
- GG. By virtue of the aforesaid the Vendor had decided to sell the residential flats and/or units of the said building known as “ELION” in favour of intending Purchaser and/or Purchasers and to receive and appropriate the consideration amount in respect thereof.
- HH. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed;

- II. In view of what is stated hereinabove the Purchaser herein has approached the Vendor for acquiring ALL THAT Apartment/Unit being no ____ on the ____ **floor** having **carpet area** of _____ **square feet**, (excluding balcony but including **servant quarter** area admeasuring _____ **sq. ft.**, lying and situated on the ____ **floor**) having total **built up area** of _____ **sq. ft.** (including balcony and the area of utility room appertaining to the said unit on ____ **Floor**) along with ____ (____) car parking spaces (MLCP) being identified as **Parking no. ____ & ____ (____)** on the _____ **floor** Level for the purpose of parking road worthy Light motor Vehicles in the said building/Project “ELION” lying and situate at 3A, Nandalal Basu Sarani, (formerly Little Russel Street) P.S. Shakespeare Sarani, Kolkata – 700071 together with the undivided proportionate share in the land comprised in the said premises morefully described in the **First Schedule** stated hereunder attributable thereto and together with right to use and enjoy the common areas parts and facilities of the said building hereinafter collectively referred to as the “**said Apartment/Unit**” which is morefully described in the **Second Schedule** hereunder written for their exclusive use for residential purpose only.
- JJ. The Allottee had applied for an apartment in the Project and in terms of such approachment by the Purchaser the Vendor/Promoter has allotted ALL THAT Apartment/Unit being no ____ on the ____ **floor** having **carpet area** of _____ **square feet**, (excluding balcony but including **servant quarter** area admeasuring _____ **sq. ft.**, lying and situated on the ____ **floor**) having total **built up area** of _____ **sq. ft.** (including balcony and the area of utility room appertaining to the said unit on ____ **Floor**) along with ____ (____) car parking spaces (MLCP) being identified as **Parking no. ____ & ____ (____)** on the _____ **floor** Level for the purpose of parking road worthy Light motor Vehicles in the said building/Project “ELION” lying and situate at 3A, Nandalal Basu Sarani, (formerly Little Russel Street) P.S. Shakespeare Sarani, Kolkata – 700071

as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act collectively referred to as the "**said Apartment/Unit**" which is morefully described in the **Second Schedule** hereunder written for their exclusive use for residential purpose only subject however to covenants and stipulations the terms and conditions as stated hereunder.

- KK. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- LL. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- MM. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- NN. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment] more fully mentioned in **Second Schedule**.

DEFINITIONS :

- a. "**ACT**" means the REAL ESTATE (Regulation and Development) Act, 2016 (RERA) Act as applicable in the State of West Bengal.

- b. **“RULES AND REGULATION”** means the Regulations made under the Real Estate (Regulation and Development) Act, 2016 as applicable under the West Bengal Real Estate (Regulation and Development Rules) 2021 in the State of West Bengal.
- c. **“ARCHITECT”** means the person for the time being appointed to act as architect in relation to the said Building at premises morefully described in the First Schedule stated hereunder.
- d. **“APARTMENT/UNIT OWNER OR ALLOTTEE/PURCHASER”** shall mean a person or persons who have for the time being agreed to acquire or have acquired any Apartment/Unit situated in the said building but shall not include a tenant or licensee of such Apartment/ Unit Owner.
- e. **“ASSOCIATION”** shall mean the Organisation of the Owners of the Apartments/Units to be formed for the purpose of supervision of the management and maintenance of the said Building by the Vendor /Association or Managing Agency.
- f. **“COMMON AREAS”** shall mean and include those areas of the said Building that are not allotted to a particular Purchaser/Allottee but are available for common use and enjoyment by all the Purchasers, Occupiers and Visitors as specified in the Fourth Schedule hereunder written.
- g. **“COMMON AMENITIES AND FACILITIES”** shall mean and include those facilities provided by the Vendor/Promoter and are available for common use and enjoyment by all the Purchasers, Occupiers and Visitors.
- h. **“CARPET AREA”** shall mean the net usable floor area of the said Apartment/Unit excluding the area covered by the external walls

areas under services shafts exclusive balcony or verandah area and exclusive open terrace area and includes the area covered by the internal partition walls of the Apartment/unit.

- i. **“COMMON EXPENSES”** shall include all kinds of expenses to be incurred by or on behalf of the Apartment/unit holders for the maintenance and upkeep of the common areas and facilities of said Building and/or the said premises and those specified under the Fifth Schedule hereto.
- j. **“COMMON PURPOSES”** shall mean and include the purposes of managing and maintaining the said Building and/or at the said premises
- k. **“SAID PREMISES”** shall mean All That piece and parcel of land admeasuring 19 Cottahs, 14 Chittacks and 36.25 Sq.ft be the same a little more or less comprised in the said premises morefully described in the First Schedule stated hereunder.
- l. **“PLAN”** shall mean the plans, drawings, specifications sanctioned by the appropriate concerned authorities of The Kolkata Municipal Corporation being Building Permission No.201970046 dated 20th June, 2019 read with B.S. Plan No.2069070046 dated 11.12.2023 for construction of the said commercial cum residential Building on the said premises and shall include all modifications and alterations thereof as suggested by from time to time or to be made by the Architect/Vendor.
- m. **“PERSON/ PURCHASER / ALLOTTEE”** shall mean
 - i) in case of individual his/her heirs, executors, administrators and legal representatives ;
 - ii) in case of Hindu Undivided Family its Karta and Co-parceners and/or members for the time being of the said Hindu Undivided

Family and each of their respective, heirs, executors, administrators and legal representatives.

- iii) in case of partnership firm the partners for the time being of the said partnership firm and each of their respective heirs, executors, administrators and legal representatives ;
- iv) in case of Trust, the Trustees for the time of being of the said Trust and their respective successors and/or successors-in-office.
- v) in case of a company its successors and/or successors-in-office and/or interest.
- vi) an association of persons or body of Individuals whether incorporated or not.
- vii) a co-operative society registered under any law relating to co-operative societies.
- viii) any such other entity as the State Government may by notification specify in this behalf.

- n. **SAID BUILDING** shall mean the Building constructed at the said premises together with the common areas and facilities therein.
- o. **SAID APARTMENT/UNIT** shall mean All That the said Apartment/Unit more fully described in the **Second Schedule** hereunder written.
- p. **TAXES** shall mean all kinds of Taxes or any other tax of a similar nature, which shall also include GST and Taxes, duties, levies, surcharges, cess or fees (whether existing at present or that may be imposed or enhanced in future) under any statute rule or regulation in respect of the said Building known as “ELION” and/or the said Apartment/Unit in the said building as may be applicable.

- q. **VENDOR/PROMOTER** shall mean the said Sawansukha Dash Pvt. Ltd. and its successors and/or successors-in-interest and/or interest.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

1.1. Subject to the terms and conditions as detailed in this Agreement, the Vendor/Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment morefully and particularly mentioned in the **Second Schedule**.

1.2. The Total Price for the said Apartment/Unit is based on the carpet area of the said Apartment/Unit is Rs. _____
(Rupees _____ only ("**Total Price**").

1.3. Explanation:

(i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the said Apartment;

(ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the said Apartment:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;

(iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of said Apartment/Unit finished as per the specifications, amenities and facilities morefully detailed and described in the Fifth Schedule and Sixth schedule hereunder written and further includes:

- a) recovery of price of land underneath the building, construction of the Common Areas internal development charges, external development charges; and
- b) includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project but it shall exclude Taxes and maintenance charges.

1.4. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same

shall not be charged from the Allottee.

- 1.5. The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").
- 1.6. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @1 % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.7. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein herein at Fifth Schedule and Sixth Schedule (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is affected) in respect of the apartment or building, as the case may be, without the previous written consent of the Allottee. Provided that the Vendor/Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.8. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the Completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall

demand that from the Allottee as per the next milestone of the Payment Plan provided in **Third Schedule**. All these monetary adjustments shall be made at the same rate per square feet as agreed in **Second Schedule** of this Agreement.

1.9. Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment/unit as mentioned in **Second Schedule**:

(i) The Allottee shall have exclusive ownership of the said Apartment/Unit;

(ii) The Allottee shall also have undivided proportionate right to use the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of all the Allottees of the Project after duly obtaining the completion certificate from the competent authority as provided in the Act. Further, the right of the Allottee to use the Common Facilities as described in **Sixth Schedule** shall always be subject to the timely payment of maintenance charges and other charges as applicable.

(iii) That the computation of the price of the said Apartment/Unit finished as per specifications detailed in Fifth Schedule includes recovery of price of land underneath the building, construction of the Apartment the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities amenities and specifications to be provided within the Apartment and the Project. The price excludes Taxes and maintenance charges;

- 1.10 It is made clear by the Vendor/Promoter and the Allottee agrees that the said Apartment/Unit along with car parking space shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.
- 1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person.
- 1.12 The Allottee has paid a sum of Rs _____, (Rupees _____ only) being part payment towards the Total Price of the said Apartment/Unit at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the said Apartment/Unit as prescribed in the Payment Plan appearing in **Third Schedule** as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Vendor/Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee Cheque/ Demand Draft or Online Payment (as applicable) in favour of the Vendor/Promoter payable at the registered office of the Vendor/Promoter.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act 1934 and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall

be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility with regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, of the Allottee against the Apartment if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards and handing over the said Apartment/Unit to the Allottee and the common areas to the association of the allottees after receiving the

completion certificate as the case may be subject to the same being formed and registered by the Allottees.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee has seen the proposed layout plan specifications amenities and facilities of the said Apartment/Unit and accepted the Payment Plan, floor plans, layout plans specifications, amenities and facilities as mentioned in the Schedules which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Municipal Authority. However, it is expressly declared and accepted by both the parties to this Agreement, that for the purpose of betterment of the project, the promoter has the authority to make some minor variation/'alteration/ modification, within the permissible limits, over the existing sanctioned building plans, which are deemed to be accepted by the Allottee herein.

7. POSSESSION OF THE APARTMENT/UNIT

- 7.1. **Schedule for possession of the said [Apartment/Unit]:** The Promoter agrees and understands that timely delivery of possession of the said Apartment/Unit to the Allottee and the common areas to the Association of Allottees is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the said Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on 31-10-2026 unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If,

however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment/Unit, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination after refund of the money paid by the Allottee, Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2. **Procedure for taking possession** – The Promoter, upon obtaining the Completion certificate from the competent authority shall offer in writing the possession of the said Apartment/unit, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of completion certificate subject to payment of all amounts due and payable to the Promoter under this Agreement and upon execution and registration of the Deed of Sale in favor of the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, from the date of the issuance of the completion certificate for the project. The Promoter on its behalf shall offer the possession to the Allottee upon receiving the Completion certificate of the Project and upon execution of Deed of Sale.

7.3. **Failure of Allottee to take Possession of [Apartment/Unit]:** Upon receiving a written intimation from the Promoter as per clause 7.2 above,

the Allottee shall take possession of the Apartment/Unit from the Promoter by executing necessary Deeds, indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Apartment/Unit to the Allottee. In case the Allottee fails to take possession within the time provided as mentioned above, such Allottee shall continue to be liable to pay interest on amount due and payable in terms of this agreement, maintenance charges as applicable specified in para 7.2, municipal tax and other outgoings and further holding charge of Rs. 5,000/- per month or part thereof for the period of delay of to taking possession.

7.4. **Possession by the Allottee** – After obtaining the Completion certificate and handing over physical possession of the [Apartment/Unit] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees upon its formation and Registration, as the case may be, as per the local laws.

Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, within thirty days after formation and registration of the association of Allottees.

7.5. **Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

7.6. Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

7.7. Compensation –The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the said Apartment/Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in paragraph 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the said Apartment/Unit, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the said Apartment/Unit which shall be paid by the promoter to the Allottee within forty- five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

(i) The Vendor/Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

(ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

(iii) There are no encumbrances upon the said Land or the Project;

(iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the [Apartment/Unit];

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Unit] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/Unit] and common areas;

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment/Unit] which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Unit] to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Unit] to the Allottee and the common areas to the Association of the Allottees;

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued irrespective of possession of apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of Allottees or not;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project;

(xiii) That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

(i) Promoter fails to provide ready to move in possession of the [Apartment/Unit] to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this paragraph, 'ready to move in possession' shall mean that the

apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which completion certificate, has been issued by the competent authority;

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice subject to the Allottee shall prior to receipt of refund on the above account from the Promoter, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the [Apartment/Unit] which shall be paid by the promoter to the Allottee within forty-five days of it becoming due.

The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

(i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules.

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment/ Plot] in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the total consideration/Price of the [Apartment/Unit] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Unit] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues

and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Allottees and/or within a maximum period of 1 (One) year upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the [Apartment/Unit].

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of obtaining Completion Certificate, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

**13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES
SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

The Allottee hereby agrees to purchase the [Apartment/Unit] on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as

determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Apartment/Unit] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project Elion, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/Unit] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/Unit], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment/Unit] and keep the [Apartment/Unit], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/Unit] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Unit]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a [Apartment/Unit] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in

particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said [Apartment/Unit], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment/Unit]/ at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/Unit/Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/Unit]. During the period of construction or before that, the promoter may obtain construction Finance but without creating any liability on Allottee

20. APARTMENT OWNERSHIP ACT(OR THE RELEVANT STATE ACTS)

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/Unit/building, as the case may be.

23. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

**24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE /
SUBSEQUENT ALLOTTEES**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Apartment /Unit and/or the said Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Unit], in case of a transfer, as the said obligations go along with the [Apartment/Unit] for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan as detailed in Third Schedule including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees. Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably

inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**27. METHOD OF CALCULATION OF PROPORTIONATE SHARE
WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the [Apartment/Unit] bears to the total carpet area of all the [Apartments/Plots] in the Project.

28. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-

Registrar. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. NOTICES

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

_____ Name of Allottee

_____ (Allottee Address)

SAWANSUKHA DASH PVT. LTD.

3A, Nandlal Basu Sarani, (formerly Little Russel Street) P.S. Shakespeare Sarani, Kolkata – 700071

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

31. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

32. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the

Act and the Rules and Regulations made there under including other applicable laws of India for the time being in force.

33. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled appointed under the Arbitration and Conciliation Act, 1996.

JURISDICTION:

This Agreement is executed at Kolkata within the original Jurisdiction of the Calcutta High Court and only the Courts situated within the Original Jurisdiction of the Calcutta High Court and not the Courts having territorial jurisdiction over the Premises shall have jurisdiction in all matters relating to or arising out of this Agreement, including the arbitration proceedings etc.

34. MISCELLANEOUS:

- 34.1 Any application letter, allotment Letter, agreement, or any other document signed by the Allottee in respect of the apartment, prior to the execution and registration of this Agreement for Sale for such Apartment, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made there under.
- 34.2 The Allottee prior to execution of the Deed of Sale nominates his/their provisionally allotted apartment unto and in favor of any other person or persons in his/her/their place and stead, the allottee may do so with the permission of the Promoter subject to payment of administrative charges @4% (four per cent) of the total price to the Promoter.

- 34.3 In the event of the Allottees obtaining any financial assistance and/or housing loan from any bank/ financial institution the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottees and the Bank/ financial institution. **SUBJECT HOWEVER** the Promoter being assured of all amounts being receivable for sale and transfer of the Apartment and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottees from such bank/ Financial Institution.
- 34.4 In case, payment is made by any third party on behalf of Allottee, the Promoter shall not be responsible towards any third party making such payment/remittances on behalf of the Allottee and such third party shall not have any right in the Application and/or Provisional Allotment, if any, in any manner whatsoever and the Promoter shall issue the payment receipts in the name of the Allottee only.
- 34.5 In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the Schedule.
- 34.6 The Purchaser/Allottee(s) hereby give consent to use and utilize the additional FAR (if any), to be sanctioned by Kolkata Municipal Corporation in respect of the land which may necessitate some changes and/or modifications to the existing Sanctioned Plan, in respect of the present project to be constructed. Accordingly, it is hereby declared that so far as the present project is concerned the additional FAR shall be achieved by the Developer by way of vertical extensions over the existing building block. It is further agreed that the Developer shall be eligible to utilize such additional FAR duly sanctioned by Kolkata Municipal Corporation, even after the Deed of Sale for the Apartment has been

executed in favor of the Purchaser/Allottee(s) and/or any member of the Association shall not raise any objection of whatsoever nature for the same.

The Purchaser/Allottee is also notified that at any subsequent development of a separate Complex/Building on land which is adjacent but not part of this Project may be undertaken and in that case the Developer may decide to extend the Project in contiguous land in future and provide for a passage way through the Project and for this purpose the Developer shall execute necessary documents to that effect with the Owners of the Adjoining land which shall be perpetually binding upon the Apartment Owners of this Project and their Association. The Developer may extend the size of the Project as presently envisaged by causing development of another Project/Building on land contiguous to the present Project whereupon the Developer shall be entitled to amalgamate the extended development by integrating it with this Project with shared infrastructure and common facilities.

- 34.7 The Possession Date has been accepted by the Allottee. However, if the said Apartment is made ready prior to the Completion Date, the Allottee undertakes(s) and covenant(s) not to make or raise any objection to the consequent pre-ponement of his/her/their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan.
- 34.8 The right of the Allottee shall remain restricted to his/her/their respective Apartment and the properties appurtenant thereto and the Allottee shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartment or space and/or any other portions of the Project.
- 34.9 In the event of cancellation of allotment: The balance amount of money paid by the Allottee (other than Taxes paid by the Allottee and/or stamp duty and registration charges incurred by the Allottee) shall be returned by the Promoter to the Allottee without interest, out of the amounts received by the Promoter against sale of the Designated Apartment to

any other interested person. Further in case of a falling market the amount repayable shall be further reduced by the extent of the difference in amount receivable on a fresh sale of the Apartment to another buyer and the Purchase Price of the Allottee if the current Sale Price is less than the Purchase Price. The Allottee shall prior to receipt of refund on the above account from the Promoter, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

- 34.10 If due to any act, default or omission on the part of the Allottee, the Promoter is restrained from construction of the Project and/or transferring and disposing of the other Apartments in the Project then and in that event without prejudice to the Promoter's such other rights the Allottee shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.
- 34.11 The Promoter shall not entertain any request for modification in the internal layouts of the Unit of the Blocks. In case the Allottee desires (with prior written permission of the Builder) to install some different fittings /floorings on his/her/their own within the Apartment booked, he/she/they shall not be entitled to any reimbursement or deduction in the value of the Apartment. For this purpose, in only those cases where the Allottee has made full payment according to the terms of payment, at its sole discretion, the Builder may subject to receipt of full payment allow any Allottee access to the Unit prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottees provided that such access shall be availed in accordance with such instructions of the Promoter in writing and that the right of such access may be withdrawn by the Promoter at any time without assigning any reasons.
- 34.12 The Allotment is personal and the Allottee shall not be entitled to transfer, let out, alienate the Apartment without the consent in writing of the Promoter. **PROVIDED HOWEVER** after the full payment of the entire price and other amounts and registered sale deed, the Allottee

shall be entitled to let out, grant, lease and mortgage and/or deal with the Apartment for which no further consent of the Promoter shall be required. All the provisions contained herein and the obligations arising hereunder of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

- 34.13 The cost of maintenance shall be paid/borne by the Purchaser/Allottee from the date of obtaining completion certificate till handover of maintenance of the project to the association of Purchaser/Allottees and thereafter to the association of Purchaser/Allottees. The Purchaser/Allottee shall before taking possession of the apartment pay an amount calculated @Rs. _____/- per sq. ft. on the built-up area of the apartment towards cost of installation of outdoor Air Conditioning VRV unit and shall be liable to further pay an amount calculated @Rs. _____/-per sq. ft. on the built-up area of the apartment together with applicable GST (if any) towards cost of such maintenance for the initial period of one year. The Purchaser/Allottee shall additionally pay further amount calculated @Rs.____/- per sq. ft. on the built-up area of the apartment towards Sinking/Corpus Fund. The details of the same are mentioned in the Third Schedule appearing hereinafter. The Maintenance Expenses shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Purchaser/Allottees and all other expenses for the common purposes to be contributed borne paid and shared by the Purchaser/Allottees of the said Project including those mentioned hereunder. Developer for providing the maintenance services of the project shall be entitled to the administrative charges of 15% of maintenance expenses/charge. However, the first year maintenance charges as mentioned herein are inclusive of the aforesaid administrative charges.

- Establishment and all other capital and operational expenses of the Association.
- All charges and deposits for supplies of common utilities.
- All charges for the electricity consumed for the operation of the common machinery and equipment and lighting.
- Cost of operating the fire fighting equipment and personnel, if any.
- All expenses for insuring the New Building and/or the common portions, inter alia, against earthquake, fire, mob violence, damages, civil commotion etc.
- All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-constructing, lighting and renovating the common portions, including the exterior or interior (but not inside any Flat) walls of the New Building/s.
- All expenses for running and operating all machinery, equipment's and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant, Fire fighting equipment, CCTV, EPABX etc. and other common installations including their license fees, Annual Maintenance Charges, taxes and other levies (if any) and all the lights of the common area.
- Municipal tax, multi-storeyed building tax, water tax and other levies in respect of the New Building/s save those separately assessed for the said flat/unit of Purchaser/Allottee.
- Creation of sinking fund for replacement, renovation and other periodic expenses of equipment's.
- The salaries of and all other expenses of the staff to be employed for the common purposes, viz. Manager, Clerks, Security personnel, sweepers, Plumbers, electricians etc. including perquisites, Bonus and other emoluments and benefits.
- All the fees and charges payable to the agency, if appointed for the looking after the maintenance services including all the statutory taxes.

That the Promoter, have estimated the cost for first year maintenance charges, as per present indexation and on thumb rule basis, as such it shall not have any obligation to submit any account with regards to said maintenance charges to the Allottee. However, neither the Promoter shall ask for any extra amount on that account, for the said period, nor the Allottee shall ask for any deduction for the same.

- 34.14 It is clarified that the defect liability responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Allottee or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (iv) negligent use. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/phase wing and if the annual maintenance contracts are not done/renewed by the Allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Unit/Building/phase/wing excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20⁰ Centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor to

be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Unit and in the workmanship executed.

- 34.15 That Allottee shall not have and/or claim any right of whatsoever nature over the ultimate roof of the Lift Machine Room / Overhead Tank/Stair Head Room of the newly constructed buildings in the said project “**Elion**” and the Promoter shall have exclusive right over the same to install Hoardings/Neon Sign, Bill Boards / Advertisements etc. on the same or on the facade or terrace of the building or a portion of the boundary wall and shall be entitled to all the revenue out of the same, however, Promoters shall only be liable for the payment of all the necessary electricity, any or all statutory charges, taxes, levies and outgoings, as may be imposed by the authority/ authorities for the same.
- 34.16 That on and from the date of possession of the said flat/unit, the Allottee shall:
- a. Co-operate in the management and maintenance of the said project “Elion”.
 - b. Observe, comply and abide by the rules framed from time to time by the Promoter and subsequently by the Association, after the same is formed, for the beneficial common use and enjoyment of the common areas, amenities and facilities provided in the said project.
 - c. Pay and bear the proportionate share of the expenses to be incurred in common to the Promoter, until formation of the Association including the GST.
 - d. The Allottee shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee shall be liable to pay interest @2% per men sumon the due amounts and if such default shall continue for a period of three months then and in that event the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the

said project and the Promoter/Association as the case may be, shall be entitled to take the following measures and the Allottee hereby consents to the same:

- i) To discontinue the supply of electricity to the "Said Unit".
 - ii) To disconnect the water supply
 - iii) Not to allow the usage of lifts, either by Allottee, his/her/their family members, domestic help and visitors.
 - iv) To discontinue the facility of DG Power back-up.
 - v) To discontinue the usage of all amenities and facilities provided in the said project "Elion" to the Allottee and his/her/their family members/guests.
- e. The above said discontinuation of some services and facilities shall not be restored until such time the Allottee have made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter/Association to realize the due amount from the Allottee.
- f. Use the said flat/unit for residential purpose only.
- g. Use all path, passages, and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by Promoter or the Association, upon formation, in writing.
- h. Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof.
- i. Not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the New Building and/or the adjoining building/s.
- j. Not to place or cause to be placed any article or object in the common area.
- k. Not to injure, harm or damage the Common Area or any other Units in the New Building by making any alterations or withdrawing any support or otherwise.
- l. Not to park any vehicle 2/4 wheeler, in the said project, unless the facility to park the same is obtained and/or acquired by Allottee.

- m. Not to make any addition, alteration in the structure of the building, internally within the flat or externally within the project, and shall not change the location and/or design of the window and balcony grills (provided by the Promoter) and also shall not change the colour of the balcony/verandah, which is part of the outside colour scheme of the building / elevation, duly approved and finalized by the architect of the project.
- n. Not to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other Allottees and/or occupiers of the said project.
- o. Not to keep in the said Flat any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Flat and/or any other Flat in the said project.
- p. Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandahs, lounges or any external walls or the fences of external doors and windows including grills of the 'Said Flat' which in the opinion of the Promoter / Association differs from the colour scheme of the building or deviation or which in the opinion of the Promoter/Association may affect the elevation in respect of the exterior walls of the said building.
- q. Not to use the said Flat or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Allottees and occupiers of the neighbouring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place,

if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutcha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

- r. Not to use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- s. Not to let out or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Flat to anyone else, or excepting to a person who owns a Flat in the building and the Allottees shall give an undertaking and sign a document of adherence that the Car Parking space shall be used only for the parking of cars.
- t. Not to encumber the said flat / unit in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of deed of sale for the said flat / unit in favour of the Allottee.
- u. Use the Community Hall for small functions of their families or for the meeting of Allottees of flat or for the use of any function / meeting by all the Allottees of flat of the project. Although the Community Hall shall be provided with a Pantry/Kitchen, however, it shall be used only for warming of the pre-cooked food or final dressing of the food etc. and for the safety purpose, in no circumstances, the full-fledged cooking shall be allowed. Not to use the Community Hall for weddings/religious festivals, or any ceremonial rite that require lighting up of a fire /spraying of color/sacrifice of animals. Not to use or permit the use of any loud speakers beyond the time limit and confines of the Community Hall. Not to use the said hall, and any other covered/ enclosed area of the said project "Elion" for sprinkling or spraying of colour and paints/lighting up of fire /sacrifice of animals during any festival, but to celebrate the same, in the outdoor areas of the premises, if and as may be allowed by the Promoter/

Association as the case may be, and only in the area as may be designated by them, provided however, that such celebrations shall not continue beyond 10 p.m. and music, if any played, shall be within tolerable limits, so as no objection is raised from any other occupants.

- v. To strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Promoter and/or the Association with regard to the usage and timings fixed, in respect of facilities and amenities provided in the project, in particular, the Community Hall, the Club Area, Swimming Pool and Gymnasium. To pay for, in case of exclusive use of the community hall, kitchen and electricity charges, as may be fixed or determined by the Promoter/ Association from time to time.
- w. To ensure that all interior work of furniture, fixtures and refurbishing of the said flat, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Co-Allottees.

34.18 The Promoter have already executed several Sale Agreements with prospective Allottees in other format.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Kolkata in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1) _____

(2) _____

At Kolkata on _____

in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) _____

(Authorized Signatory)

WITNESSES:

1. Signature _____ Name –
Address _____

2. Signature _____ Name–
Address _____

Drafted by:

Advocate

High Court at Calcutta

FIRST SCHEDULE

(SAID LAND)

ALL THAT piece and parcel of land containing by admeasurement an area of 19 Cottahs, 14 Chittacks and 36.25 Sq.ft. be the same a little more or less situate lying and being premises No.3A, Nandalal Basu Sarani, (formerly Little Russel Street) P.S. Shakespeare Sarani, Kolkata – 700071 together with building messuages, hereditaments, tenements constructed thereon and butted and bounded in the manner following :-

ON THE NORTH : By Premises No.3C, Nandalal Basu Sarani;
 ON THE EAST : By Premises No.4, Ho Chi Minh Sarani;
 ON THE SOUTH : By Premises No.1 & 2, Nandalal Basu Sarani;
 ON THE WEST : By Nandalal Basu Sarani;

SECOND SCHEDULE

(SAID APARTMENT/UNIT)

ALL THAT Apartment/Unit being no ____ on the ____ **floor** having **carpet area** of ____ **square feet**, (excluding balcony but including **servant quarter** area admeasuring ____ **sq. ft.**, lying and situated on the ____ **floor**) having total **built up area** of ____ **sq. ft.** (including balcony and the area of utility room appertaining to the said unit on ____ **Floor**) along with ____ (____) car parking spaces (MLCP) being identified as **Parking no. ____ & ____ (____)** on the ____ **floor** Level for the purpose of parking road worthy Light motor Vehicles in the said building/Project “ELION” lying and situate at 3A, Nandalal Basu Sarani, (formerly Little Russel Street) P.S. Shakespeare Sarani, Kolkata – 700071

THIRD SCHEDULE
CONSIDERATION

ALL THAT Apartment/Unit being no ____ on the ____ **floor** having **carpet area** of ____ **square feet**, (excluding balcony but including **servant quarter** area admeasuring ____ **sq. ft.**, lying and situated on the ____ **floor**) having total **built up area** of ____ **sq. ft.** (including balcony and the area of utility room appertaining to the said unit on ____ **Floor**) along with __ (__) car parking spaces (MLCP) being identified as **Parking no. ____ & ____ (____)** on the ____ **floor** Level for the purpose of parking road worthy Light motor Vehicles in the said building/Project "ELION" lying and situate at 3A, Nandalal Basu Sarani, (formerly Little Russel Street) P.S. Shakespeare Sarani, Kolkata – 700071 Said Apartment/Unit (including servant quarter and car parking space)-(with undivided proportionate land share of Said Premises)

Rs.

Total-

Rs.

N.B.:

Price includes right of user in Common Areas. Excludes GST

Price **excludes** cost of additional features/facilities provided at the request of the Purchaser/Allottee.

Deposit and charges of electric meter to be provided by CESC Limited, costs for registration of transfer documents, legal fees, deposit for maintenance and taxes are excluded from Price etc. details of which are mentioned below:

| Description | Amount (Rs.) |
|--|---------------------|
| Extra Work (Legal Charges, DG | |
| CESC Deposit, Electricity Meter& Water Meter Charges | On Actuals |
| Miscellaneous Expenses (Transformer and Generator, Club Membership (premium). | |

| | |
|---|--|
| | |
| Maintenance Deposit (@ Rs. _____/- per Sq.ft. on BUA) | |
| Sinking Fund Deposit (@ Rs. _____/- Per Sq. Ft. on BUA) | |
| Municipal Tax Deposit (@Rs. _____/- per Sq. Ft. on BUA) | |
| AC Outdoor VRV unit (@ Rs. /- per sq.ft. on BUA) | |

FOURTH SCHEDULE

PAYMENT PLAN

| Sl. No. | Particulars | % Consideration |
|----------------|---|------------------------|
| 1 | Application/Booking Money | 10% |
| 2 | On or before completion of Ground Floor casting | 10% |
| 3 | On or before completion of 2 nd Floor casting | 10% |
| 4 | On or before completion of 4 th Floor casting | 10% |
| 5 | On or before completion of 6 th Floor casting | 10% |
| 6 | On or before completion of 8 th Floor casting | 10% |
| 7 | On or before completion of 10 th Floor casting | 10% |
| 8 | On Completion of Roof Slab Casting | 20% |
| 9 | On or before possession | 10% |

Note:

All amount payable above to be paid together with applicable GST and other statutory charges payable from time to time.

FIFTH SCHEDULE
(SPECIFICATIONS, AMENITIES & FACILITIES)

| Proposed Specifications ELION | |
|----------------------------------|--|
| Structure | RCC framed structure with seismic compliance as per IS code |
| Living Room / Dining Area | |
| Flooring | : IPC Flooring |
| Wall | : Gypsum Dry Wall |
| Ceiling | : True ceiling |
| Main door | : Doors with frames |
| Internal doors | : Doors with frames |
| Windows/ Glazing | : UPVC/Aluminum with DGU and/or SGU windows. In case of fully openable window, MS railing is provided |
| Electrical | : Concealed copper wiring upto DB |
| Bedrooms | |
| Flooring | : IPC Flooring |
| Wall | : Gypsum Dry Wall |
| Ceiling | : True ceiling |
| Internal doors | : Doors with frames |
| Windows/ Glazing | : UPVC/Aluminum with DGU and/or SGU windows. In case of fully openable window, MS railing is provided |
| Electrical | : In client's scope |
| Balcony | |
| Flooring | : IPC Flooring |
| Wall | : Gypsum Dry Wall |
| Ceiling | : True ceiling |

| | | |
|-----------------------|---|---|
| Railing | : | Laminated glass railing |
| Kitchen | | |
| Flooring | : | IPC Flooring |
| Wall | : | Gypsum Dry Wall |
| Door | : | True ceiling |
| Plumbing | : | Hot & Cold Water line provisions |
| Windows/ Glazing | : | UPVC/Aluminum SGU windows. In case of fully openable window |
| Others | : | Sink |
| Toilets | | |
| Flooring | : | Tiles |
| Wall | : | Upto 4' Tiles |
| Ceiling | : | True ceiling |
| Door | : | Doors with frames |
| Windows/ Glazing | : | UPVC/Aluminum with SGU windows. |
| Sanitary ware | : | Sanitary ware and fittings. |
| CP Fittings | : | CP Fittings of Premium brands as selected by the Architect |
| Electrical | : | In client's scope |
| Utility | | |
| Flooring | : | Tiles |
| Wall | : | Tiles upto 4' |
| Ceiling | : | True ceiling |
| Electrical | : | In client's scope |
| Servant's Room | | |
| Flooring | : | IPC Flooring |
| Wall | : | Gypsum Dry Wall |

| | | |
|-------------------------|---|---------------------------------|
| Ceiling | : | True ceiling |
| Door | : | Doors with frames |
| | | |
| Servant's Toilet | | |
| Flooring | : | Tiles |
| Wall | : | Upto 4' Tiles |
| Ceiling | : | True ceiling |
| Door | : | Doors with frames |
| Windows/ Glazing | : | UPVC/Aluminum with SGU windows. |
| Bathroom | : | Sanitary ware and fittings. |

SIXTH SCHEDULE
(COMMON AREAS, AMENITIES& FACILITIES)

1. Gymnasium
2. Community Lounge
3. Zen Terrace on 12th level
 - a. Open air Yoga cum meditation zone
 - b. Party space
 - c. Seating nooks and benches
 - d. Pergola with seating
- 4) Lobbies, common passages and staircases of the building and common paths in the premises
- 5) Two passenger Lifts and one service lift, lift machinery and lift pits
- 6) Common drains, sewers and pipes
- 7) Common water reservoirs, water tanks, water pipes (save those inside any Flat) and deep tube well appurtenant to the building
- 8) Wires and accessories for lighting of common areas of the building
- 9) Pumps and motors
- 10) Fire Fighting equipments in the building
- 11) Intercom System

- 12) Lawn/landscaped area
- 13) Caretaker Room, Darwan Gumti
- 14) Ultimate Roof
- 15) Space for Generator installation, electrical installation and meter room
- 16) Community Hall/Gym
- 17) Lightening Arrester
- 18) Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open spaces in or about the said Premises and/or the Building(s) as are determined by the Architect as being necessary for passage to or for the use and occupancy of the Apartments, but shall not include any area sanctioned and/or permitted for construction under the Plan unless expressly authorized and/or agreed upon in writing.

=====
DATED THIS DAY OF 20__
=====

BETWEEN

SAWANSUKHA DASH PVT. LTD

.....Owner

AND

.....

.....ALLOTTEE/PURCHASER

AGREEMENT FOR SALE

