

ANNEXURE 'A'

[See rule 9]

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this _____ day of _____, 20_____.

By and Between

- (1) **HORIZON ISPAT COMPANY PRIVATE LIMITED**, (CIN : U27100WB2008PTC125158), (PAN : AACCH2527E) a Company incorporated under provisions of the Companies Act 1956, having its Registered Office at 40/107, Ramkrishna Samity Building, Sevoke Road, P.O. and P.S. Siliguri, District Darjeeling, Pin Code-734001 in the State of West Bengal and represented by its Director **SHRI SAURAV BERLIA** (PAN : BDIPB3717P), son of Sri Basant Berlia, residing at 233, 2nd Mile, Near Sevoke Motors, Sevoke Road – 734001 in the State of West Bengal, vide resolution dated 20.02.2023,
- (2) **LOVELY MERCANTILE PRIVATE LIMITED**, (CIN : U70102WB2007PTC118417), (PAN : AABCL4029L) a company incorporated under the provisions of the Companies Act, 1956, having its Registered Office at 2nd Floor, M. Square Building, Opposite Hotel Sachitra, Sevoke Road, Siliguri – 734001, in the State of West Bengal, represented by its Director **SHRI ASHOK KUMAR AGARWALA**, (PAN : ACGPA5411R), son of Late Ami Lal Agarwala, residing at ShyamVatika, 3rd Mile, Sevoke Road, P.O. & P.S. Siliguri, District Darjeeling in the State of West Bengal, Pin – 734001, vide resolution dated 20.02.2023,
- (3) **ROLEX COMMOSALE PRIVATE LIMITED**, (CIN : U51909WB2011PTC159754), (PAN : AAFCR1760A) a company incorporated under provisions of the Companies Act 1956, having its registered office at Apollo Tower, 3rd Floor, Sevoke Road, Siliguri - 734001, in the State of West Bengal represented by its Director **SHRI KISHAN KUMAR AGARWAL** (PAN : ACLPA2468D), son of Manohar Agarwal, residing at Surabhi Apartment, Sevoke Road P.O. Sevoke Road, P.S. Bhaktinagar, District- Jalpaiguri, in the State of West Bengal, Pin-734001, vide resolution dated 20.02.2023,
- (4) **K.B. TEA PRODUCT PRIVATE LIMITED**, (CIN : U21022WB1998PTC087027), (PAN: AABCK332OP), a company incorporated under provisions of the Companies Act, 1956, having its place of business at Chowdhury Niwas, Shiv Temple Road, Milanpally, Siliguri, Pin -734005 in the District of Darjeeling, West Bengal represented by one of its Director **SHRI SHUBHAM CHOWDHURY** (PAN: AYEPC9882A), son of Sri Srawan Kumar Chowdhury, residing at Chowdhury Niwas, Shiv Temple Road, Milanpally, Siliguri-734005 in the District of Darjeeling, West Bengal, vide resolution dated 01.03.2023,
- (5) **DALMIA TEA PACKAGING PRIVATE LIMITED**, (CIN : U01132WB2008PTC121975) (PAN:AACCD8659F), a Private Limited Company, a company incorporated under the Companies Act, 1956, having its registered office at 305/258, Mahabirathan, Siliguri, Post Office and Police Station- Siliguri, Pin -734004 in the District of Darjeeling, West Bengal, represented by one of its Director **SHRI GOPAL DALMIA** (PAN: BVFPD2296G), Son of Late Raj Kumar Dalmia, residing at Mahabirathan, Siliguri, Post Office and Police Station Siliguri, District Darjeeling, Pin-

734004, West Bengal, vide resolution dated 20.02.2023, hereinafter collectively referred to as “**OWNERS/FIRST PARTY**” (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean include their respective successors and/or successors-in-office and/or interest) of the **ONE PART**.

AND

NEEV LIFESTYLE LLP, (LLP– AAS-5853), (PAN: AARFN5236G) a Limited Liability Partnership Firm incorporated under the provisions of the Limited Liability Partnership Act, 2008 having its registered office at Kapil Centre, Sevoke Road, Siliguri, P.O. & P.S. Siliguri in the District of Darjeeling-734001 represented by its designated Partners **SHRI AJAY AGARWAL** (PAN : AGIPA6181A), son of Late Gangadhar Agarwal, residing at Prakash Nagar, Salugara, P.O. Siliguri, P.S. Bhaktinagar, District – Jalpaiguri, Pin-734008, West Bengal and **SHRI NARAYAN PRASAD AGARWAL** (PAN : ACKPA8811B), son of Late Shreechand Agarwal, resident of Uttar Rathkhola, Bhimram, Naxalbari, District - Darjeeling, Pin - 734429, West Bengal, hereinafter called the “**DEVELOPER/SECOND PARTY**” (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include the partners for the time being of the said Limited Liability Partnership Firm and their respective heirs, executors, administrators and legal representatives as the case may be) of the **OTHER 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 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 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 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).

[Please insert details of other allottee(s), in case of more than one allottee]

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

WHEREAS:

- A. The Developer has represented to the Allottee that:
- (i) **The Owners/ First Party** is the absolute and lawful owner of piece and parcel of land measuring 12.30 acres more or less, from its lawful vendors (hereinafter referred to as the "**Larger Land**") comprised in R.S. Plot No. 299 corresponding to L.R. Dag No.811, R.S. Plot No. 305 corresponding to L.R. Dag No.810, R.S. Plot No. 335 corresponding to L.R. Dag No.759, R.S. Plot No. 336 corresponding to L.R. Dag No.819, R.S. Plot No. 338 corresponding to L.R. Dag No.761, R.S. Plot No. 439 corresponding to L.R. Dag No.720, R.S. Plot No. 440 corresponding to L.R. Dag No.801, R.S. Plot No. 446 corresponding to L.R. Dag No.736, R.S. Plot No. 447 corresponding to L.R. Dag No.737, R.S. Plot No. 470 corresponding to L.R. Dag No.804, recorded in L.R. Khatian No. 1430,1431,1432,1530 & 1531, situate lying at Mouza Ujanu, J.L. No.86, Pargana Patharghata under P.S. Matigara in the District of Darjeeling, West Bengal, ("Said Land") vide sale deed(s) vide Deed No. 3505 year 2019, Deed No. 1848 year 2018,

Deed No. 1849 year 2018, Deed No. 1846 year 2022 and Deed No. 1847 year 2022, at the office of the Sub-Registrar Siliguri –II at Bagdogra.

The Plot of Land is bound and butted as follows:-

R.S. Dag No.	L.R. Dag No.	Area (In Acres)
299	811	1.36
305	810	0.09
335	759	3.05
336	819	0.23
338	761	2.52
439	720	3.52
440	801	0.20
446	736	0.26
447	737	0.27
470	804	0.80
Total		12.30

All that Land is bound and butted as follows:-

NORTH : By Road ;
SOUTH : By Land of Luxmi Township & Holdings Ltd.;
EAST : By Land of PCM Chemicals Pvt. Ltd.;
WEST : By PWD Road ;

- (ii) The Owners entered into a Development Agreement dated _____ Registered Document No. _____ in the year 2023 (hereinafter referred to as the “**DEVELOPMENT AGREEMENT**”) with Neev Lifestyle LLP for developing and constructing a Housing Complex on the said Land for the consideration and subject to terms and conditions.
- (iii) The Developer has a scheme to develop the Larger Land in different phases in the manner as may be decided by the Owners and Developers which would comprise of multistory apartments, multistory Commercial Building, Club and other such necessary amenities and facilities as may be decided by the Owner and Developers. The entire development of the Larger Land is christened as “**BEAUMONDE**” (the “**Project /Complex**”).
- (iv) Presently, the Developers has decided to develop a demarcated portion of the Larger Land, i.e. **03 Acres** [equivalent to **12140.6 Square Meter**] [equivalent to **130680 Square Feet**] more or less, (hereinafter referred to as the “**Beaumonde Phase I Land**”), and **03 Acres** [equivalent to **12140.6**

Square Meter] [equivalent to **130680 Square Feet**] more or less, (hereinafter referred to as the “**Beaumonde Phase II Land**”). The Beaumonde Phase-I & Phase-II land will be developed with multistory apartments, club and other such necessary infrastructure, amenities and facilities in the manner and at time as may be decided by the Owners and Developers, this development will be christened as “Beaumonde Phase-I & II”.

- (v) The Owners and Developers Developer in future may develop the balance portion (i.e 6.30 Acres) of the Larger Land (hereinafter referred to as the “**Future Development Land**”). The Future Development may come up with multistory Apartments, Commercial units, Mall cum Hotel and/or such other development with such necessary infrastructure, amenities and facilities in the manner and at time as may be decided by the Owners and Developers to approved by the concerned authority (ies).
- (vi) The fire tender path or any area, which is shown in the present sanctioned master plan shall be re-routed to connect with main loop road during development/implementation of the subsequent phases of the Beaumonde. The Allottee hereby gives his/her/their/it’s consent for the above-mentioned modification in future which will always be done with prior approval/sanction of the concerned authority (ies).
- (v) The Promoter has got an integrated master plan/site plan sanctioned for land measuring **06 Acre** [equivalent to **24281.1Square Meter**] [equivalent to **261360 Square Feet**] [more or less, in Mouza : Ujanu, J.L. No.86, Pargana Patharghata under P.S. Matigara in the District of Darjeeling, West Bengal, (which includes the Beaumonde Phase- I & II Land and the proposed development thereon), by the Matigara Panchayat Samity with various facilities to be developed therein. The Matigara Panchayat Samity vide their letter dated dated **01.08.2023 (Order No. 708/MPS/Planning)** granted sanction of the integrated plans, proposed development and construction on the above-mentioned land. The Project (defined hereinafter) is part of the integrated/composite layout plan mentioned above.
- (vi) It is hereby disclosed and clarified that the remaining portion of the Larger Land (i.e. excluding the Project Land) is out of the purview and ambit of this agreement/these presents and shall continue to be held and possessed by the Owner/Promoter solely exclusively and absolutely with right to use, enjoy and develop, sale and transfer as the Owner/Promoter may deem fit and proper in its absolute discretion and the Allottee shall not have any claim, ownership, share, right, title, interest whatsoever or howsoever therein (other than what is being explicitly agreed to be conveyed/transferred/shared by these presents) nor the Allottee will have any claim or demand with regard thereto nor object to alienation or development of the same(hereinafter referred to as the “Adjoining Land”).
- (vii) It is expressly agreed, understood and clarified that both the Project Land and the Adjoining Land are and shall always remain independent and separate properties, notwithstanding the fact that an integrated master plan and layout plan has been sanctioned for both the Project Land and the Beaumonde Phase- I & II Land and/or any other map/plan which may be sanctioned for the Adjoining Land (with revision of the existing map/plan or a fresh map/plan therefore).

Accordingly, the ownership of the allottees of different real estate projects in the Complex shall remain restricted to their respective real estate projects only which will be registered under the Act (defined hereunder).

- B. The Said Land is earmarked for the purpose of building a *commercial/residential* project, comprising **04 (P1+P2+P3+G+24)** multistoried apartment buildings the said project shall be known as '**BEAUMONDE**'.
- C. The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the said land on which Project is to be constructed have been completed;
- D. The **Matigara Panchayat Samity** has granted the commencement certificate to develop the Project vide approval dated bearing no. _____;
- E. The Developer has obtained the final layout plan approvals for the Project from **Matigara Panchayat Samity**. The Developer agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F. The Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no. ____; on ____ under registration no _____
- G. The Allottee had applied for an apartment in the Project vide application no. dated _____ and has been allotted apartment no. _____ having carpet area of square feet, type , on _____ floor in tower name. ("Building") along with _____ closed parking no. _____ ad measuring square feet in the _____, 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 (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- [Please enter any additional disclosures/details] **NOT APPLICABLE**
- I. 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;
- J. 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;
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the open/closed parking (if applicable) as specified in paragraph G;

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:

Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in paragraph H;

The Total Price for the Apartment based on the carpet area is (Rupees _____ only ("**Total Price**") (Give break up and description):

Tower Name. _____ Apartment no. _____ Type _____ Floor _____	Rate of Apartment per square feet*

*Provide break up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

[AND]

[if/as applicable]

Closed parking - 1	Price for 1
Closed parking - 2	Price for 2

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Developer towards the Apartment;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Developer 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 Developer) up to the date of handing over the possession of the Apartment:

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

- (iii) The Developer 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 Developer 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 Apartment includes pro rata share in the Project Common Areas; Shared Common area, Club, Closed Parking(s) and other deposit and charges as provided in the Agreement.

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 Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Developer 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.

The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

The Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 2 % 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 Developer.

It is agreed that the Developer 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 in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Developer 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.

The Developer shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy 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 Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess

money paid by Allottee within forty-five days with annual interest at the rate specified 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 Developer shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

Subject to Clause 9.3 the Developer agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment
- (ii) The Allottee shall also have undivided proportionate share in 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. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Developer shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;
- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] 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 as provided within the Project.

It is made clear by the Developer and the Allottee agrees that the Apartment along with_____closed parking 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.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely **BEAUMONDE** shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972

The Developer agrees to pay all outgoings before transferring the physical possession / Registration 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,

maintenance charges, 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 Developer 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 Developer 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 therefor by such authority or person.

The Allottee has paid a sum of Rs _____, (Rupees _____ only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Developer 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 of prevailing SBI- 1 year MCLR + 2% or as per the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottee shall make all payments, on demand by the Developer, 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 ' NEEV LIFESTYLE LLP' payable at **SILIGURI**.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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 and Rules and Regulations made thereunder 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 Developer with such permission, approvals which would enable the Developer 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.

The Developer accepts no responsibility in this regard. The Allottee shall keep the Developer 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 Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer 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 Developer shall be issuing the payment receipts in favour of the Allottee only.

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS**

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

5. **TIME IS ESSENCE**

Time is of essence for the Developer as well as the Allottee. The Developer shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as provided in Schedule C ("Payment Plan").

6. **CONSTRUCTION OF THE PROJECT/APARTMENT**

The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Developer 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 Matiagara Panchayat Samity and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Developer shall constitute a material breach of the Agreement.

7. **POSSESSION OF THE APARTMENT**

Schedule for possession of the said Apartment: The Developer agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Developer, based on the approved plans and specifications, assures to hand over possession of the Apartments in **Tower -**

Poppy & Tower – Dahlia (Phase – I) by or before **01.11.2028** and Apartments in **Tower - Lilac & Tower – Iris (Phase – II)** by or before **01.11.2029**, 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 Developer shall be entitled to the extension of time for delivery of possession of the Apartment, 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 Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee the entire amount received by the Developer from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession – The Developer, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Developer shall give possession of the Apartment to the Allottee. The Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Allottee agree(s) to pay the maintenance charges as determined by the Developer/association of allottees, as the case may be. The Developer on its behalf shall offer the possession to the Allottee in writing within _____ days of receiving the occupancy certificate* of the Project.

Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Developer as per clause 7.2, the Allottee shall take possession of the Apartment from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

Possession by the Allottee – After obtaining the occupancy certificate* and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

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

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the Developer, the Developer 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 Developer to the allottee within

45 days of such cancellation.

Compensation – The Developer 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 compensation under this section 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 Developer fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; 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 Developer 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 Apartment, with interest at the rate specified in the Rules within 45 days 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 Developer shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

8. **REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER**

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

- (i) The Owners 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 Developer 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;
[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Developer 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 and common areas;

- (vi) The Developer 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 Developer 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 which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment 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 Developer 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;
- (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 Developer in respect of the said Land and/or the Project;
- (xiii) That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (i) Developer fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Developer'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 thereunder.

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

- (i) Stop making further payments to Developer as demanded by the Developer. If the Allottee stops making payments, the Developer 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 Developer 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:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Developer, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment

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 Developer 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 Developer on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Developer in this regard, the Developer shall cancel the allotment of the Apartment 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 Developer, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment 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 Developer 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 Developer 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 Developer shall be responsible to provide and maintain essential services of the Project Common Areas and the Shared Common Areas (collectively referred to as the “Common Areas”) by themselves or through a maintenance agency appointed by the Developer (“**Maintenance Agency**”) till the taking

over of the maintenance of the Project Common Areas by the society/association of persons (whether registered or unregistered) /group of apartment owners coming forward to take over maintenance and management of the Project Common Areas (hereinafter referred to as the “**Project Association**”) and the Shared Common Areas by the federation of all the project associations at Beaumonde (hereinafter referred to as the “**Federation**”), respectively.

The charges for maintenance of the Common Areas as defined above are herein collectively defined, referred to and understood as the Maintenance Charges.

The cost of Maintenance Charges for 1 (one) year from the Deemed Date of Possession of the Apartment (“**Interim Maintenance Period**”) has been included in the Total Price of the Apartment.

The maintenance charge of the Interim Maintenance Period in respect of the Project Common Areas is termed as “Interim Project Maintenance Charges” and the Maintenance Charges for the Interim Maintenance Period for Shared Common Areas will be termed as “**Interim Shared Maintenance Charges**”.

The terms and conditions of payment of Maintenance Charges are more fully described below:

- A. Project Maintenance Charges:** The Allottee shall pay in advance to the Developer (including any agency nominated by it) or Project Association, as the case may be, such charges at such rate as may be decided by the Developer/Project Association from time to time by the 7th (seventh) of each month in advance without any abatement for the maintenance of the Project Common Areas (“**Project Maintenance Charges**”).

The Project Maintenance Charges shall remain liable to increase from time to time by the Developer/Project Association.

So long as the maintenance of the Project Common Areas are not handed over to the Project Association, the maintenance activities will be operated by the Developer or its nominated agency on a “cost plus” basis to ensure a reasonable return for the effort to be made in respect of the maintenance.

The Project Maintenance Charges for a period of 1 (one) year from the Deemed Date of Possession of the Apartment in terms of the Agreement will be collected by the Developer, which is included in the Total Price of the Apartment.

After the expiry of the said 1 (one) year period, the Allottee shall be liable to pay the monthly or Quarterly Project Maintenance Charges to the Developer or it’s nominated agency (ies) or to the Project Association, as the case may be.

- B. Shared Maintenance Charges:** The Allottee shall pay in advance to the Developer (including any agency nominated by it) or Federation, as the case may be, such charges at such rate as may be decided by the Developer/Federation from time to time by the 7th (seventh) of each month in advance

without any abatement for the maintenance of the Shared Common Areas (“**Shared Maintenance Charges**”).

The Shared Maintenance Charges shall remain liable to increase from time to time by the Developer/Federation.

So long as the maintenance of the Shared Common Areas are not handed over to the Federation, the maintenance activities will be operated by the Developer or its nominated agency on a “cost plus” basis to ensure a reasonable return for the effort to be made in respect of the maintenance.

The Shared Maintenance Charges for a period of 1 (one) year from the Deemed Date of Possession of the Apartment in terms of the Agreement will be collected by the Developer, which is included in the Total Price of the Apartment.

After the expiry of the said 1 (one) year period, the Allottee shall be liable to pay the monthly Shared Maintenance Charges to the Developer or its nominated agency (ies) or to the Federation, as the case may be.

Till formation of the Federation, the Project Association/Developer/Nominated Agency shall be liable to collect the proportionate Shared Maintenance Charges from the allottees of Project and handover/pass on the same to the Developer or its nominated agency or to the Federation, as the case may be, within 7th day from the close of a month.

For the purposes of this clause, the expression, “proportionate Shared Maintenance Charges” shall mean **50%** of total Maintenance Charges.

It is further clarified that after the Interim Maintenance Period, the Maintenance Charges for the Project Common Areas and the Shared Common Areas shall remain liable to increase from time to time by the Developer/Association/Federation, as the case may be.

It is assumed that the Project Association shall be formed, and maintenance and management of the Project Common Areas will be taken over by the allottees within a period of 2 (two) years from the date of the Completion Certificate or Partial Completion Certificate, as the case may be, of the Project.

In case the formation of the Project Association is delayed beyond 2 (two) years period from the date of completion of the Project, the Developer may provide and maintain the essential common services in the Project till the Project Association is formed and the Project is handed over to the Project Association and the Allottee shall pay without any demur and delay to the Developer, the Project Maintenance Charges as may be decided by the Developer or its nominated agency for providing such maintenance or may hand it over to the Competent Authority under the Act.

11.1 Formation of Association:

- (i) **Project Association:** All the allottees of the Project shall form an association (in the manner as provided under the applicable local law) in order to ensure the effective and proper management and maintenance of the Project Common Areas. Upon formation of the Project Association, the Developer

shall transfer the Project Common Areas to the Project Association along with the responsibility to maintain the Project Common Areas.

It is incumbent on the allottees to complete the formalities of becoming members of Project Association and also to comply with the Rules and Bye-laws of the Project Association.

The Developer shall at an appropriate time within a maximum period of 2 (two) years from the Date of receiving Completion Certificate or Partial Completion Certificate, as the case may be, of the Project shall notify the allottees for formation of the Association in accordance with the West Bengal Apartment Ownership Act, 1972 OR such other law(s) which may be appropriate for formation of an association of the owners of the Project, so as to enable them to constitute/form such Project Association.

The Allottee, when called upon to do so by the Developer, shall execute the necessary declaration/documents, for submission of the Project to the provisions of the Apartment Ownership Act, 1972, OR such other law(s) which may be appropriate for formation of owners' association of the Project, to enable the formation of the Project Association, either by himself or through their attorneys, as may be advised by the Developer for smooth and hassle-free completion of the whole process. The Allottee may also be required to sign and execute such other forms, papers, affidavits and any other paper so that the association/society/committee (registered or unregistered) may be formed under any other law appropriate for formation of the Project Association.

- (ii) **Federation:** All the project associations formed in respect of the projects on the Beaumonde Phase I & II Land and/or project associations on the Adjoining Land shall form a federation as provided under the applicable laws (hereinafter referred to as the "Federation"), in order to ensure the effective and proper management and maintenance of the Shared Common Areas in the project. Upon formation of the Federation, the Developer shall transfer/handover the Shared Common Areas to the Federation along with the responsibility to maintain the Shared Common Areas.

Provided that if such Federation cannot be formed due to reasons not attributable to the Developer, the Shared Common Areas shall then, at the discretion of the Developer, be transferred to each of the project associations, proportionately and thereafter the project associations shall collectively takeover the maintenance of the Shared Common Areas.

- 11.2** In case the Developer has to maintain the Common Areas beyond the Interim Maintenance Period, (hereinafter referred to as the "Extended Interim Maintenance Period", the Rules/Bye Laws to regulate the use and maintenance of the Common Areas, during the Interim Maintenance Period and the Extended Interim Maintenance Period (if any), be framed by the Developer with such terms & conditions/restrictions as may be necessary for proper maintenance and such rules/bye-laws shall always be framed subject to the restrictions as prescribed under the West Bengal Apartment

Ownership Act, 1972 OR such other law(s) which may be appropriate for formation of an association of the owners of the Project and such other restrictions as may be required to be there in any other applicable law(s) for the purpose of smooth and proper maintenance of the Common Areas of the entire scheme of development on the Complex.

11.3 Maintenance Security Deposit: Before taking over the possession of the Apartment, the Allottee agrees to pay to the Developer an non-interest bearing non refundable security deposit amount towards the Project Maintenance Charges and Shared Maintenance Charges calculated on the basis of **1(one)** years 'Maintenance Charges and have been included in the Total Price of the Apartment herein ("**Maintenance Security Deposit**"). At the time of taking over of management and maintenance of the respective Project Common Areas by the respective associations, the Maintenance Security Deposit shall be handed over by the Developer to the respective associations in such manner so that 50% of the same is handed over to the Federation after it's formation. **PROVIDED HOWEVER**, prior to handing over the Maintenance Security Deposit to the respective project associations and Federation, the Developer shall be fully entitled and the Allottee hereby authorizes the Developer to deduct any/all amount of expenditure made by it towards the maintenance, management, upkeep and security of the Project Common Areas and the Shared Common Areas out of deposits as well as the non-receipt of any Project and/ or Shared Maintenance Charges from the Allottee and the Developer shall be liable to give due account of such deductions to the respective associations.

11.4 Maintenance Corpus/Sinking Fund: Before taking over the possession of the Apartment, the Allottee agrees to pay the Developer an amount for creation of maintenance corpus/ sinking fund for, among others, major repairs, renovation and/or reconstruction of the Common Areas ("**Maintenance Corpus/Sinking Fund**") which has been included in the Total Price of the Apartment herein. All tax liabilities on account of Maintenance Corpus/Sinking Fund have to be borne by the Allottee. The Maintenance Corpus/Sinking Fund shall be held, invested and applied by the Developer as a trustee of the allottees of the Project without requiring the express consent or approval. This Maintenance Corpus/Sinking Fund together with interest which will be calculated on the basis of prevailing general interest rate on fixed deposits of **3 (three) years** tenure offered by SBI (excluding any special rate) and the same(net of Income Tax) will be handed over to the Project Association and the Federation proportionately at the time of taking over maintenance and management of the Shared Common Areas by the Federation, subject to adjustment/recovery of any expenses incurred by the Developer on account of major repairs, renovation and/or reconstruction of any of the Common Areas. The Allottee will be required to replenish their contribution towards Maintenance Corpus/Sinking Fund on receipt of any utilization of the Maintenance Corpus/Sinking Fund towards major repair, maintenance and replacement of infrastructure facilities including but not limited to STP (serving entire Housing Complex), transformer(s), DG Set(s) and façade/super structure of the of the Apartments in the Project.

11.5 Default In Payments Of Usage Charges Of Common Facilities During The Interim Maintenance Period: Till such time respective Association has taken over maintenance and management of the

Common Areas, failure to pay Maintenance Charges, Electricity Charges, DG usage Charges, and other charges (if any) within due dates may result in withdrawal/ restrictions/ disconnections/discontinuation of the respective common services to the Allottee and will make the Allottee liable to pay interest @2% (two percent) per month on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment.

11.6 Unrestricted access: The Developer (or its nominated agency) or the Project Association of the Federation, as the case may be, shall have rights of unrestricted access of all Project Common Areas/Shared Common Areas, as the case may be, for providing necessary maintenance services and the Allottee agrees to permit either of them to enter into the Apartment 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.

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 Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer'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 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 Developer / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, closed 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 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 Ground and Service Areas: The basement(s) and service areas, if any, as located within the BEAUMONDE 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 ground 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 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, 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 and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable 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 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. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer 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 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, all the requirements,

requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS

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

19. DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Developer executes this Agreement he shall not mortgage or create a charge on the Apartment 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

20. APARTMENT OWNERSHIP ACT

The Developer 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 Developer 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 Developer does not create a binding obligation on the part of the Developer 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 Developer. If the Allottee(s) fails to execute and deliver to the Developer 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 Developer, then the Developer 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, 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 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.

25. **WAIVER NOT A LIMITATION TO ENFORCE**

The Developer 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 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 Developer in the case of one Allottee shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other Allottees.

Failure on the part of the Developer 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 bears to the total carpet area of all the Apartments 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 Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Allottee, in _____ after the Agreement is duly executed by the Allottee and the Developer 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 _____.

30. NOTICES

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

_____ Name of Allottee

_____ (Allottee Address)

M/s _____ Promote name

_____ (Developer Address)

It shall be the duty of the Allottee and the Developer 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 Developer or the Allottee, as the case may be.

31. JOINTALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Developer 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. GOVERNINGLAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the 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 through the Adjudicating Officer appointed under the Act.

[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]

34. TAXES

- (i) All prices, rates, fees and charges etc. mentioned in this Agreement for Sale are exclusive of any applicable taxes, cess, duties, levies etc. (both present and future) imposed by any appropriate authority (ies) which shall be payable separately by the Allottee.
- (ii) Under the Income-tax Act and/or the rules framed thereunder, in case the consideration/price/premium of any Apartment is more than Rs. 50 lakhs, then, and in such event, the Allottee of such Apartment shall be required to deduct tax from the payment to be made to the

Developer at the applicable rates as prescribed in the Act and/or the rules and shall also be required to deposit the tax so deducted with such authority and in such manner as may be so prescribed and the Allottee will also be under obligation to give the Developer the certificate for the amount of tax so deducted and deposited by the Allottee in such form and in such manner and containing such particulars as may be prescribed under the Income-tax Act and/or the rules framed thereunder

35. RESTRICTIONS ON ALIENATION

The Allottee may assign this agreement any time after 24 (twenty-four) months from the date of allotment) but before the Notice For Possession, subject to the following conditions:

- (i) The profile of the allottee is accepted by the Developer.
- (ii) A transfer fee equivalent to **1% (one percent)** of the Consideration amount together with applicable taxes, if any, payable thereon has been paid to the Developer. The Developer shall consent to such transfer only upon being paid the fee / charge as aforesaid;
- (iii) All amounts agreed to be payable by the allottee(s) intending to assign this Agreement has already been paid to the Developer.
- (iv) Any such transfer or alienation shall be subject to the terms conditions agreements and covenants contained hereunder and on the part of the Allottee to be observed fulfilled and performed;
- (v) All stamp duty and registration charges, legal fees and other charges and outgoings as maybe occasioned due to aforesaid transfer / nomination / alienation shall be payable by the Allottee or its transferee.
- (vi) In case of transfer of allotment to a transferee after execution and registration of these presents, the allottee is required to cancel these presents by registered Deed of Cancellation and hand it over to the Developer prior to such transfer

36. MISCELLANEOUS

36.1 THE ALLOTTEE DOTH HEREBY AGREE WITH THE DEVELOPER as follows-

- (i) The Allottee shall observe and perform all the terms, covenants and conditions in respect of the Project as well as Common Areas.
- (ii) The Allottee shall not cause nuisance or annoyance to the adjoining allottees and occupants.

- (iii) The Allottee shall indemnify and keep indemnified the Developer against any loss, costs, charges and expenses that it may suffer or incur on account of breach of any law, rules and regulations of the appropriate Government or any local authority, or breach of any term or covenant of the Agreement or of these presents.
- (iv) The Allottee shall pay and discharge in entirety or proportionately (as the case may be) from the deemed date of possession all existing and future municipal /panchayat rates, taxes, land revenues, assessments, impositions and outgoings (including interest, penalties in case of delayed payment, charges, claims etc.) whatsoever which now are or in the future shall be imposed or charged upon the Apartment and/or the Project which may be assessed, charged or imposed upon either on the Developer or the Allottee or occupier thereof whether in respect of the Apartment or the Project and the Common Areas in accordance with the provisions of relevant laws.
- (v) The Allottee shall comply with all applicable laws, rules and regulations, notifications and circulars for use, enjoyment and possession of the Apartment and the Project/Common Areas and to keep the Developer saved harmless and indemnified for all losses claims and demands which the Developer may suffer or be put to by reason of any breach or alleged breach of this covenant.
- (vi) The Allottee shall make regular payments for consumption of electricity, water and other services and/or utilities supplied to or obtained for the Apartment and/or the Project/Common Areas and to keep the Developer saved harmless and indemnified in this regard. In the event there are any amounts outstanding with respect to water and electricity or any other utilities or facilities or services consumed or availed for the Apartment and/or the Project and/or the Common Areas, the Allottee shall be liable to make payments for the same to the concerned authority.
- (vii) The Allottee shall not use or allow the Apartment for any illegal or immoral purposes or for any noisy or offensive trade or business.
- (viii) The Allottee shall not amalgamate, sub-divide or partition the Apartment or any part thereof with any other Apartment or Apartments within the Project.
- (ix) The Allottee shall pay wholly in respect of the Apartment and proportionately in respect of the Project Common Areas and the Shared Common Areas the Maintenance Charges, electricity charges, DG Back Up Charges and all levies, duties, charges, surcharges, rates, taxes and outgoings including GST, betterment and/or development charges under any statute, rule or regulation
- (x) The Allottee shall not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the completion of the remaining development in the Adjoining Land and transfer, sale

or disposal of any other Apartments and/or parking space (if any) and/or any other structures developed in the Adjoining Land by the Developer.

- (xi) The Allottee shall get the said Apartment mutated in his name and/or separately assessed by the local competent authority.
- (xii) The Allottee shall pay all future betterment/development charges etc. relating to the said Apartment and/or the Project Common Areas and/or the Shared Common Areas.
- (xiii) The Allottee represents and warrants that it has inspected and understood the plans comprising the proposed sanctioned plan, specifications of the Apartment and has accepted the layout plan, payment plan and the specifications, amenities and facilities described in this Agreement.
- (xiv) The Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost in good repair and condition.

36.2 In addition to what has been agreed in clause 12 above, the Developer shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Developer.

Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Developer and without giving the Developer the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Developer shall be relieved of its obligations.

The Allottee further specifically agrees and understands as follows:

The responsibility of the Developer shall not cover defects, damage, or malfunction resulting from:

- (i) misuse or negligent use;
- (ii) unauthorized modifications or repairs done by the Allottee(s) or its nominee(s)/agent(s);
- (iii) cases of force majeure;
- (iv) failure to maintain the amenities/equipment's and
- (v) accidents.

It is understood further by the parties that the Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Developer 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 Apartment(s) and the Project Common Areas, Shared Common Areas and amenities and facilities wherever applicable.

The Allottee(s) has/have been made aware and the Allottee(s) also expressly agree(s) that the regular wear and tear of the Apartment excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

The Allottee also agrees and confirms that the decision of the Developer's architect shall be final in deciding whether there is any actual structural defect in the Apartments or defective material being used or regarding workmanship, quality or provision of service.

36.3 IN ADDITION TO WHATEVER HAS BEEN SPECIFICALLY AGREED IN CLAUSE 11 ABOVE, THE PARTIES AGREE as follows-

- (i) **Documentation:** The Allottee will be required to pay to the Developer, an amount of Rs. 35,000/- plus applicable taxes towards Documentation Charge. The Documentation Charge will be part of the Total Price as mentioned in Clause 1.2 hereinabove.
- (ii) **Electricity Supply:** The Developer will do the needful to provide electricity in the Project, however, the Allottee, at its own cost, will complete the formalities for installing their own electric meter in the Apartment and the Developer will assist/ guide in respect of the same.
- (iii) **Diesel Generator Power Back-up:** Provision has been made for the installation of Diesel Generator ("DG") for power backup to run the basic facilities at the Project/Complex. In addition to that, DG back up facility is also being made available for every Apartment to run basic electrical appliances viz light, fan, television & refrigerator (medium size). In case the Allottee requires additional DG power load in their Apartment, they should indicate their requirement in the Application Form. The extra DG power load shall be allotted upon availability and in multiples of KVA @ Rs.40,000/- per KVA plus applicable tax. The Allottee will be required to pay DG usage charges on the basis of a suitable mechanism as shall be devised by the Developer/the Association, as the case may be.

36.4 IN ADDITION, TO WHATEVER HAS BEEN AGREED IN CLAUSE 16 ABOVE, THE ALLOTTEE FURTHER SPECIFICALLY AGREES AND UNDERTAKES AS FOLLOWS:

The Allottee agrees and undertakes that on receipt of possession, the Allottee shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Developer/association/maintenance agency and without causing any disturbance, to the other Allottee of Apartment. The Dos & Don'ts will be shared at the time of handing over possession of the Apartment. Without prejudice to the aforesaid, if the Allottee makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Apartment(s), the Developer shall be entitled to call upon the Allottee to rectify the same and to restore the Apartment to its original

condition within 30 (thirty) days from the date of intimation by the Developer in that behalf. If the Allottee does not rectify the breach within the such period of 30 (thirty) days, the Developer may carry out necessary rectification/restoration to the Apartment (on behalf of the Allottee) and all such costs/charges and expenses incurred by the Developer shall be reimbursed by the Allottee.

36.5 THE PROMOTER/OWNER AND THE ALLOTTEE HEREBY AGREE AND COVENANT WITH EACH OTHER as follows:

- (i) That any relaxation and indulgence granted by the Developer to the Allottee shall not in any way prejudice the rights of the Developer under the Deed of Sale.
- (ii) **Environmental Clearance Certificate:** The Allottee understands that in case of expansion of Beaumonde Phase-I & II and further development on the Adjoining Land/Future development Land the Developer may be required to obtain new/revised/amended environmental clearance from time to time and the Allottee hereby gives it's consent to the Developer to apply and obtain such new/revised/amended Environmental Clearance Certificate. No separate and further consent will be required to be obtained by the Developer from the Allottee thereto.
- (iii) In addition to what has been agreed and acknowledged by the Developer, in clause 1(1.8) above, the Allottee shall have the irrevocable right to use Shared Common Areas in common with allottees of other project(s) and/or phases developed on the Project/Complex. Since the irrevocable usage right of the Allottee in the Shared Common Areas is not exclusive, the Allottee shall use the Shared Common Areas along with other occupants of the Project /Complex, maintenance staff etc. without causing any inconvenience and hindrance to them. Further, the right of the Allottee to use the Shared Common Areas shall always be subject to the timely payment of maintenance charges and other charges, as applicable.
- (iv) In addition to what has been agreed in clause 6 above, the Allottee understands that the Sanctioned Plan of the Project is currently a part/portion of the sanctioned plan/layout plan of the Beaumonde Phase-I & II. There are various infrastructural developments and facilities, amenities in the Project and the future real estate projects/phases which may come up on the Adjoining Land which will be linked and shared between these phases/projects due to design, architectural, technical, maintenance and management reasons have to be linked and shared for the benefit of the allottees/ occupants in these projects/phases and of the allottees/ occupants of Project/Complex and cannot be segregated. All these linkages of the infrastructure and facilities will always be for the benefit of the allottees.

- (v) In addition to what has been clarified in clause 7(7.5) above, it is further clarified that all amounts collected as GST and deposited with the appropriate authorities concerned shall not be returned by the Developer and the Allottee shall be free to approach the authorities concerned for refund of such GST.
- (vi) In addition to what has been agreed in clause 9.3 above, the Allottee expressly acknowledges understands and agrees that in the event of cancellation or termination of the allotment of the Apartment (and this Agreement for Sale) in terms of this Agreement for Sale by the Developer or the Allottee, as the case may be, the Developer shall be at liberty to execute, present for registration and register unilaterally a deed of cancellation and the Allottee shall cease to have any right title interest whatsoever in the Apartment or Project Land on and from the date of expiry of the period mentioned in the notice of cancellation or termination issued by the Developer or the Allottee, as the case may be. The Allottee further hereby expressly agrees that, simultaneously with the execution and registration of this Agreement For Sale, Allottee will grant a specific irrevocable power of attorney in favour of the Developer, granting it power to execute and register on his/her behalf a deed of cancellation in respect of the Apartment. This power will however be invoked only in the eventuality of the Allottee failing to pay any further instalment in terms of the Payment Plan, after executing and registering this Agreement for Sale.
- (vii) Modification of the Sanctioned Plan: The Allottee has entered into this Agreement for Sale with the full knowledge that the development of the entire Larger Land will be developed in phases. The different phases will be linked integrated due to architectural, design, planning, infrastructure network, maintenance and management of Project/ Complex for benefits of the Allottees.

This present integrated Sanctioned Plan is duly approved by the Matigara Panchayat Samity vide their letter/order, dated 01.08.2023 (Order No. 708/MPS/Planning). By entering into this Agreement for Sale, the Allottee shall be deemed to have authorized absolutely unconditionally for all times to come the Developer (including any of its assignees or nominees) to make any and all revisions, changes, modifications, alterations, additions of the present integrated Sanctioned Plan, its layout plan, specifications of the towers/buildings and Shared Common Areas to the end and intent that the Developer shall be entitled to undertake to make any and all changes, revisions, modifications, alterations, additions of the sanctioned plan, layout plan, specifications of the Apartments, Project Common Areas and Shared Common Areas without any further consent or approval of the Allottee and with the further power to sign and execute, for itself and for and on behalf of all the allottees of the Project all documents required to get revised integrated sanction of such revisions, changes, consent, approval or any affirmative action of any nature whatsoever. By virtue of this Agreement for sale, the Allottee is giving his/her/their consent for the revisions, changes, modification of the present integrated

Sanctioned Plan and all other plans/map to be integrated sanctioned in future on the Larger Land excluding the portion dedicated to the Project.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Siliguri 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) _____

Please affix
photograph
and sign
across the
photograph

Please affix
photograph
and sign
across the
photograph

At _____ on _____ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED

Developer/ Second Party:

1. Signature _____

Name –

Address _____

Please affix
photograph
and sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

Owners/ First Party

1. Signature _____

Name –

Address _____

2. Signature _____

Name –

Address _____

3. Signature _____

Name –

Address _____

4. Signature _____

Name –

Address _____

5. Signature _____

Name –

Address _____

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____

Name –

Address _____

2. Signature _____

Name –

Address _____

SCHEDULE 'A' – DESCRIPTION OF THE APARTMENT AND THE COVERED PARKING (IF APPLICABLE)

SCHEDULE 'B' – FLOOR PLAN OF THE APARTMENT

SCHEDULE 'C' – PAYMENT PLAN BY THE ALLOTTEE

SCHEDULE 'E' - SEPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

SCHEDULE OF LAND ON WHICH THE BUILDING STANDS

All That the piece and parcel of land measuring 12.30 acres comprised in R.S. Plot No.299 corresponding to L.R. Dag No.811, R.S. Plot No. 305 corresponding to L.R. Dag No.810, R.S. Plot No. 335 corresponding to L.R. Dag No.759, R.S. Plot No. 336 corresponding to L.R. Dag No.819, R.S. Plot No. 338 corresponding to L.R. Dag No.761, R.S. Plot No. 439 corresponding to L.R. Dag No.720, R.S. Plot No. 440 corresponding to L.R. Dag No.801, R.S. Plot No. 446 corresponding to L.R. Dag No.736, R.S. Plot No. 447 corresponding to L.R. Dag No.737, R.S. Plot No. 470 corresponding to L.R. Dag No.804, recorded in L.R. Khatian No. 1430,1431,1432,1530 & 1531,situate lying at Mouza Ujanu, J.L. No.86, Pargana Patharghata under P.S. Matigara in the District of Darjeeling, West Bengal, (“Said Land”) vide sale deed(s) vide Deed No. 3505 year 2019, Deed No. 1848 year 2018, Deed No. 1849 year 2018, Deed No. 1846 year 2022 and Deed No. 1847 year 2022, at the office of the Sub-Registrar Siliguri –II at Bagdogra.

The Plot of Land is bound and butted as follows:-

By North : By Road

By South : By Land of Luxmi Township and Holdings Limited

By East : By Land of PCM Chemicals Pvt. Ltd

By West : By PWD Road

SCHEDULE 'A'

ALL THAT Flat No. _____, having Carpet Area of _____ Square Feet. , (Super Built-up area ____ Square feet), type ‘3BHK/4BHK/5BHK’, on _____ floor, in “BEAUMONDE” along with ____ Covered Car Parking No. _____, ad measuring _____ sq.ft at the Ground Floor as permissible under the applicable law, together with pro rata undivided, indivisible and variable share in the common areas of the Project:

SCHEDULE ‘B’
[FLOOR PLAN OF THE APARTMENT]

ALL THAT Apartment No. “_____” is shown in border along with an exclusive open terrace shown in border on **Plan-“B”** annexed hereto.

SCHEDULE ‘C’
[PAYMENT PLAN]

SI	PARTICULARS	TIME PERIOD	AMOUNT (Rs.)
A	Booking Amount	Booking	10% of Total Price
B	1st Installment	Within 30 Days	10% of Total Price
C	2nd Installment	Completion of Ground Floor Casting	20% of Total Price
D	3rd Installment	Completion of 4th Floor Roof Casting	8% of Total Price
E	4th Installment	Completion of 8th Floor Roof Casting	8% of Total Price
J	5th Installment	Completion of 12th Floor Roof Casting	8% of Total Price
K	6th Installment	Completion of 15th Floor Roof Casting	8% of Total Price
L	7th Installment	Completion of 18th Floor Roof Casting	8% of Total Price
M	8th Installment	Completion of all Casting	5% of Total Price
N	9th Installment	Completion of Brick Work	5% of Total Price
O	10th Installment	Completion of Flooring	5% of Total Price

P	11th Installment	On Possession	5% of Total Price
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SCHEDULE- 'D'

(SEPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT))

1	Structure	Superstructure: Earthquake resistant RCC with Aluminium Formwork.
2	Wall Construction	External: RCC Internal: 5' thick AAC Block
3	Living and Dining Rooms	Flooring: 1200 x 1800 Premium Italian Marble Finish Vitrified Tiles/ Solid Textures Walls: Wall Putty
4	Bedrooms	Flooring: 800 x 1600 Premium Italian Marble Finish Vitrified Tiles/ Solid Textures; Walls: Wall Putty Master washroom: French gold/matt finish Children washroom: Black matt finish CP fittings Other washroom: Chrome finish CP fittings
5	Toilets	Flooring & Skirting : 600 x 1200 matt finish full body Vitrified Tiles; Walls: 600 x 1200 matching ceramic tiles Fixtures: Kohler/Jaquar or similar reputed brands
7	Kitchen	Flooring & Skirting : 600 x1200 matt finish Vitrified Tiles/ Solid Textures Walls: Design Tiles / Maroccan Fixtures: Granite/ Quartz stone Counter Tops with Stainless Steel Sink & Fixture
8	Balcony	Flooring & Skirting : High Elevation Tiles; Railings: Powder coated Metal Railings
9	Corridores & Lift Lobbies	Flooring & Skirting : 800 x 1600 Premium Italian Marble Finish Vitrified Tiles/ Solid Textures Walls: Wall Putty, OBD Paint, Marble in Lift Door Walls.
10	Staircase	Flooring & Skirting : Marble & Kota Stone; Walls: Wall Putty, OBD Paint, Marble in Lift Door Walls.
11	Doors & Window	Doors: Flush Doors; Windows: Powder coated aluminium system windows with provision for glass upto 24 mm (DGU laminated).
12	External Finishes	Textured External Paint- Apex/Ultima
13	Electrical	Premium modular switches with concealed wiring of reputed brand

14	Provision for Air Conditioning suitable electrical wiring and service/AC ledge
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SCHEDULE 'E'

[SPECIFICATIONS, AMENITIES, FACILITIES WHICH ARE PART OF THE PROJECT]

Sl. No.	PARTICULARS
1	1,60,000 sqft of landscaped Green Area
2	Jogging Track, Mini Golf Putting, Multi Purpose Lawn
3	Community Hall, Swimming Pool, Café, Indoor Library,
4	Multi Purpose Court, Indoor & Outdoor Kids Play Area
5	Amphitheatre, Plaza, Tot-Lot
6	Senior Citizen Area
7	Cricket Pitch, Badminton & Basket Ball Court
8	Fire Tender Path
9	CCTV in common areas/My-Gate Security Features/24X7 Security.
10	Every block has a stretcher lift
11	24x7 DG facility
12	LED lights in common area
13	Pick Up & Drop Off

(The Schedules to this Agreement for sale shall be as agreed to between the Parties)