

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") is made on this ____ day of _____,
2023(Two Thousand Twenty three).

BY AND BETWEEN

(1) PS GROUP REALTY PRIVATE LIMITED (CIN No U65922WB1988PTC044915) [PAN AABCP5390E], a company within the meaning of the Companies Act, 2013 and having its registered office at 1002 E.M. Bypass, Police Station- Pragati Maidan (previously - Tiljala), Post Office- Dhapa, Kolkata – 700105 **(Owner No.1)**

(2) RASHI HOLDINGS PVT. LTD. (CIN U26106WB1992PTC056714) (PAN AABCR3440D) a company within the meaning of the Companies Act 2013 having its registered office situated at 'Anusuya', 3rd Floor, 62/7, Ballygunge Circular Road, Police Station- Ballygunge, Post Office – Ballygunge, Kolkata 700 019, **(Owner No.2)**; represented by its constituted attorney **SKIES ENCLAVE LLP, (PAN AEDFS1429N)**, a limited liability partnership within the meaning of the Limited Liability Partnership Act, 2008, having its registered office at 1002, E M Bypass, Police Station- Pragati Maidan, Post Office- Dhapa, Kolkata – 700105 Acting through its authorised representative **MR. KAMLESH GANDHI [Income Tax PAN AAZPG0492K] [Mobile No.98362-99940] [Aadhar No. 492630793995]**, son of Late Himmat Lal Gandhi, residing at "Citrus Clove', 278, Dakhin Kumarkhali, Block -IV, Flat 3G, 3rd floor, Police Station – Sonarpur, Post Office- Narendrapur, Kolkata – 700 103 by Power of Attorney dated 29/07/2022 registered in the Office of the District Sub Registrar-III, South 24 Parganas in Book-I, Volume number 1603-2022, Pages from 440534 to 440556 being No. 160312744 for the year 2022.

The Owner No. 1 & Owner No. 2 hereinafter collectively referred to as the "**OWNERS**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their successor-in-interest, and permitted assigns) of the **FIRST PART**;

AND

SKIES ENCLAVE LLP, (PAN AEDFS1429N), a limited liability partnership within the meaning of the Limited Liability Partnership Act, 2008, having its registered office at 1002, E M Bypass, Police Station- Pragati Maidan, Post Office- Dhapa, Kolkata – 700105 represented by its constituted attorney **MR. KAMLESH GANDHI [Income Tax PAN AAZPG0492K] [Mobile No.98362-99940] [Aadhar No. 492630793995]**, son of Late Himmat Lal Gandhi, residing at "Citrus Clove', 278, Dakhin Kumarkhali, Block -IV, Flat 3G, 3rd floor, Police Station – Sonarpur, Post Office- Narendrapur, Kolkata – 700 103, pursuant to a Power dated 29/07/2022, registered in the office of the District Sub Registrar-III, South 24 Pargaans in Book –I, Volume No. 1603-2022, Pages from 440557

to 440571 being No. 160312745 for the year 2022 hereinafter referred to as “DEVELOPER” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **SECOND PART**

AND

(1) _____ [AADHAR] [PAN _____], [Mobile _____], son of _____, and
 (2) _____ [AADHAR _____] [PAN _____], [Mobile No. _____], wife/son/daughter of _____, both residing at _____, Police Station - _____, Post Office - _____, hereinafter called the “Allottees” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**.

The Owners, Developer and Allottees shall hereinafter collectively be referred to as the “parties” and individually as a “party”.

WHEREAS:

A. One Bibhuti Bhusan Roy (since deceased) hereinafter referred to as the “said deceased”, who was during his life and at the time of his death, a Hindu governed by the Dayabhaga School of Hindu Law, was the absolute owner and seised and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the municipal premises No. 43 Sarat Bose Road, Police Station Bhawanipore, Kolkata - 700 020 (hereinafter referred to as the Entire Property);

B. The said deceased during his lifetime divided the said Entire Property into three parts viz.:-

(1) ALL THAT a divided and demarcated portion of land containing an area of 13 cottahs more or less together with the structures standing thereon and forming part of the Entire Property which was demised by way of long term lease unto and in favour of Manjusha Co-operative Housing Society (hereinafter referred to as the “Society”), the area leased out to the Society is hereinafter referred to as the “Society Area”,

(2) ALL THAT a demarcated part or portion of land containing by measurement an area of 2 Cottahs 8 Chittacks 41 sq. ft more or less whereon an outhouse is situated and forming part of the Entire Property (hereinafter referred to as the “Outhouse Area”) and

(3) the remaining land of the Entire Property being ALL THAT piece and parcel of land containing by measurement an area of 13 (Thirteen) Cottahs 12 (Twelve) Chittacks 43 (Forty-Three) sq. ft more or less together with the residential three storeyed building thereon and together with garage spaces thereat "Residential Area" (hereinafter referred to as the Said Property").

- C. The said Residential Area has been separated and since then numbered as municipal premises No. 43A, Sarat Bose Road, Police Station- Bhawanipore, Kolkata 700 020.
- D. The said Bibhuti Bhusan Roy who was during his life and at the time of his death, a Hindu governed by the Dayabhaga School of Hindu Law, died on 15th December, 1981 after having made and published his last Will and Testament dated 5th December 1981 whereby he appointed his eldest son Udit Kumar Roy, as the sole Executor of the said Will and gave devised and bequeathed the Entire Property amongst his heirs and/or legal representatives in the manner as hereinafter recited.
- E. The said Bibhuti Bhusan Roy died leaving behind him and surviving, his two sons, Udit Roy and Pradip Kumar Roy and a married daughter, Susmita Mehta as his only heirs and legal representatives in intestacy.
- F. Probate of the said Will of the said Bibhuti Bhusan Roy was granted to the named Executor therein by an order dated 08.01.2008, passed by the District Delegate at Alipore, South 24 Parganas in Probate Case/Suit No. 1 of 2005.
- G. The Executor has fully administered the Estate of the said deceased and assent to legacies have been given by the Executor in favour of the respective legatees under the said Will.
- H. By an Agreement dated 4th December 1987 and Supplemental Agreement dated 27th August 1991 entered into between Udit Roy, Pradip Kumar Roy, Deep Roy and Sushmita Mehta therein collectively referred to as Owners of the One Part and PS Constructions, therein referred to as the Developer of the Other Part, the said Owners at and for the consideration and on the terms and conditions therein mentioned granted the exclusive right of development in respect of the said

Outhouse Area and Residential Area unto and in favour of the said PS Constructions on the terms and conditions contained and recorded in the Agreements (hereinafter collectively referred to as the "Development Agreement of 1987").

- I. Certain disputes and differences having arisen between the parties to the said Development Agreement of 1987, proceedings were filed in the Hon'ble High Court at Calcutta being A.P. No.349 of 2012 and all such disputes and differences were referred to the sole arbitration of the Hon'ble Justice Chittatosh Mukherjee, former Chief Justice of the Calcutta High Court and the Bombay High Court (hereinafter referred to as the "Arbitrator").
- J. During the pendency of the said arbitration proceedings before the Learned Arbitrator, the Owner No.1 herein being desirous of undertaking the development of the said Residential Area negotiated with Deep Roy (then co-owner) of the said Residential Area and consequent to such negotiation, the said Deep Roy with the consent and concurrence of the said PS Construction by a Deed of Conveyance dated 2nd June, 2017 made between Deep Roy therein referred to as the Vendor of the One Part and PS Group Realty Private Limited therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub-Registrar, Alipore South 24 Parganas in Book No. I, CD Volume No. 1605-2017, Pages 86233 to 86262, Being No. 160503306 for the year 2017, the Vendor therein at and for the consideration therein mentioned sold transferred conveyed and assured unto and in favour of the Purchaser therein ALL THAT the entirety of the first floor of the said building containing by estimation an area of 4,675 sq.ft. more or less TOGETHER WITH the undivided 50% share or interest into or upon the passageway leading from Sarat Bose Road to the said Residential Area TOGETHER WITH the undivided 50% share in common parts and portions, second floor, garage TOGETHER WITH the undivided 50% proportionate share in the land comprised in the Residential Area appurtenant thereto absolutely and forever.
- K. The Learned Arbitrator made and published his Award dated 17th June, 2018 whereby he awarded and directed that the said Residential Area belonged to the said Deep Roy and Pradeep Roy and that the heirs of the said Susmita Mehta had no right or claim over and in respect of the said Residential Area or any part or

portion thereof and that the said Development Agreement dated 4th December 1987 and Supplemental Agreement dated 27th August 1991 as null and void.

- L. The heirs of Late Susmita Mehta being aggrieved preferred an application under Section 34 of the Arbitration & Conciliation Act, 1996, for setting aside the aforesaid Award dated 17th June 2018 numbered as Misc. Case No. 62 of 2018 which is pending before the Learned District Judge at Alipore.

Subsequently, the Owner No.1, having acquired on ownership basis, the undivided half share in the said Residential Area from Deep Roy, was desirous to develop the said Residential Area and accordingly negotiated with Pradip Kumar Roy for purchase of the remaining Residential Area being FIRSTLY ALL THAT the entirety of the ground floor along with the mezzanine floor which is the extension of the ground floor AND SECONDLY ALL THAT his undivided half share or interest into or the Second Floor of the Building AND THIRDLY ALL THAT his undivided half share in the land forming part of the Residential Area and FOURTHLY ALL THAT the garage and half share or interest into or upon the Residential Area AND FIFTHLY the entirety of the right, title interest of the Pradip Kumar Roy into or upon the entirety of the said Residential Area and entered into a Development Agreement dated 24th July, 2017, registered in the office of the Additional District Sub-Registrar, Alipore South 24 Parganas and entered in Book No. 1, CD Volume No. 1605-2017, Pages 123090 to 123162, Being No. 160504594 for the year 2017 (hereinafter referred to as the "Development Agreement of 2017") with the consent and concurrence of PS Construction, for the consideration and subject to the terms and conditions recorded therein and for the sake of brevity, the Development Agreement of 1987 and the Development Agreement of 2017 are collectively referred to as "the Development Agreements".

- M. The said Residential Area has been separated from the said Entire Property and has since been numbered as municipal premises No. 43A, Sarat Bose Road, Kolkata 700 020.
- N. The said Pradip Kumar Roy, being desirous to sell and transfer his share, negotiated with the Owner No.2 and consequent to such negotiation, Pradip Kumar Roy agreed to sell and transfer with the consent and concurrence of the Owner No.1 and the Owner No.2 also agreed to purchase and acquire the said Pradip Kumar Roy's share for the consideration together with the benefit of the

plan and the permissible FAR in respect of the Said Property and accordingly the parties entered in an Agreement for Sale dated 26th September, 2019, registered in the office of the Additional District Sub-Registrar, Alipore, South 24 Parganas and recorded in Book No. 1, CD Volume No. 1605-2019, Pages 218581 to 218623, Being No. 160506024 for the year 2019 (hereinafter referred to as the "said Agreement for Sale") subject to the terms and conditions recorded therein.

- O. In furtherance to the said Agreement for Sale, the Owners also caused a map or plan to be sanctioned by the Kolkata Municipal Corporation being Building Permit No. 2020080052 dated 14/01/2021 (hereinafter referred to as "the said Plan") to construct erect and complete new building/s on the Residential Area (hereinafter referred to as the New Building/s) comprising of various office spaces, units, constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other.
- P. By a Deed of Conveyance dated 15th January 2021 made between the said Pradip Kumar Roy and the Owner No.2 registered in the Office of the Additional District Sub-Registrar, Alipore, South 24 Parganas and recorded in Book No. I, CD Volume No. 1605-2021, Pages 26159 to 26203, Being No. 160500446 for the year 2021, the said Pradip Kumar Roy at and for the consideration mentioned therein sold transferred and conveyed to the Owner No. 2 ALL THAT an undivided half share in the land forming part of the Residential Area/Property i.e equivalent to 6 Cottahs 14 Chittack 21.5 sq. ft (more or less) absolutely and forever.
- Q. The Owner No.1 and Owner No.2 thus became the absolute owners of premises No.43A, Sarat Bose Road, Kolkata – 700 020 each having an undivided 50% share therein (hereinafter referred to as the "Said Property/Demised Land").
- R. By a Development Agreement dated 11th October, 2021, registered on 24th December 2021 with the Office of the District Sub Registrar III, Alipore, and recorded in Book No. I, CD Volume No. 1603-2021, Pages 428583 to 428628, Being No. 160313665 for the year 2021 (hereinafter referred to as the said "Development Agreement") the Owners appointed the Developer for the purpose of development of a "Retail Market/Shopping & Office Complex" Project on the Said Property and also granted to the Developer a Power of Attorney dated 10th May, 2018 registered at the Office of the Additional District Sub- Registrar Alipore

and recorded in Book No. I, CD Volume No. 1605-2018, Pages 102381 to 102403, Being No. 160503031 for the year 2018 ("POA") appointing the Developer as their true and lawfully constituted attorney to do the various acts deeds and things therein mentioned.

- S. The Said Property is earmarked for the purpose of developing a Commercial Complex" [under the principal use "Business-Mercantile (Retail)] and having offices, showrooms and office spaces of various sizes and specifications, comprising a single multistoried building having (G + 7) storied ("Building") to be known as "**THE DOMINION**" ("**Project**") and has been sanctioned a Building Plan for erection of the Building on the Said Property, vide Permit No. 2020080052 dated 14th January, 2021 by the Kolkata Municipal Corporation in favour of the Owners.
- T. In terms of the aforesaid Development Agreement and the POA, 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 Owners regarding the Said Property on which Project is to be constructed have been completed.
- U. The Developer has notified Kolkata Municipal Corporation of commencement of the Project vide letter dated 18th January 2021.
- V. The Developer has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the units and the building from Kolkata Municipal Corporation.
- W. The Allottees have applied for allotment of office space in the Project vide application No. _____ dated _____ and has been allotted the Bare shell office space No. _____ having carpet area of _____ square feet on the _____ floor in the Building ("Office Space") along with _____ **car parking space bearing No. _____** in the Ground Floor ("Garage") as permissible under applicable law and of pro rata share in the Common Areas (defined hereinafter) (the Office Space and Garage are more particularly described in Part II of Schedule A and hereinafter collectively referred to as the "Unit).
- X. The Allottees are aware of and satisfied with Common Areas, amenities and facilities and specifications and upon full satisfaction and with complete

knowledge of the Common Areas, amenities, facilities and specifications and all other ancillary matters including the right, title and interest of the Owners and the Developer in the Project Land and the Project approvals, is entering into this Agreement.

- Y. The Allottees have seen the proposed layout plan, specifications, amenities and facilities of the Said Unit and accepted the floor plan which has been approved by the Corporation, the Total Price & payment plan mentioned hereinafter and the Additional Liabilities and Deposits and the specifications, the Common Areas, amenities and facilities mentioned in **Schedules D & E**. The Developer shall develop the said Unit in accordance with the layout plans, floor plans and specifications, amenities and facilities, subject to the terms of this Agreement, the Developer undertakes to strictly abide by such plans approved by the Corporation and shall also strictly abide by the bye-laws, FAR and provisions prescribed by the Corporation 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 this Agreement, and breach of this term by the Developer shall constitute a material breach of the Agreement.
- Z. Besides the additions and alterations permissible under the Act and/or Rules, the Allottees have consented to and/or hereby irrevocably consents that the Developer may make modifications, additions and alterations within permissible and/or prevailing norms regarding the construction and the specifications, the Common Areas, the ground floor layout and/or the Said Unit as may be deemed necessary and/or as may be advised by the Architects and/or as may be required by any authority including the Corporation to accommodate its future expansion plans regarding the Said Project which includes further / additional vertical and/or horizontal constructions on the Said Property and/or future phases on additional lands from time to time that may be made part of the Said Project by the Developer and the same is and shall be deemed to be the previous written consent under the Act. Prior to the booking of the Said Unit the Allottees had been informed and made aware that the ground floor layout including the Common Areas and its location may undergo changes and/or modifications and the Allottees has consented to and/or hereby consents to the same and this is and shall be deemed to be the previous written consent of the Allottees in terms of the Act. The Allottees hereby agree and covenants not to, under any circumstances, raise any objection or hindrance thereto at any time or to make any claim because of the same. It is agreed

that such modifications, additions and/or alterations shall not affect the Total Price and the Common Areas mentioned in Schedule 'E' shall not be reduced to the detriment of the Allottees.

- AA. The decision of the Architects in all regards including the quality, variations and specifications of the materials and the workmanship regarding construction shall be final and binding on the parties. The Allottees consent to the variations, modifications or alterations as may be recommended by the Architects and further agrees not to raise any objection to the Developer and/or the Architects making such variations, modifications or alterations or raise objections in any manner relating to or concerning the construction or completion of the Said Project and/or the Said Building by the Developer.
- BB. The Allottees have examined and is acquainted with the Project and has agreed that the Allottees shall neither have nor shall claim any right over any portion of the Project save and except the Said Unit.
- CC. 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;
- DD. 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;
- EE. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Owners and Developer agree to transfer and the Allottees hereby agree to purchase All That the said Unit as specified in Recital X.

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:

DEFINITIONS AND INTERPRETATIONS

A. Definitions

In the Agreement, (i) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following terms shall have the following meanings assigned to them herein below:

"Act" means the Real Estate (Regulation and Development) Act, 2016 and State Guidelines , as amended and/or substituted;

"Unit" shall have the meaning ascribed to it in Recital W;

"Unit Acquirers" shall mean persons who acquire Unit/s in the Project;

"Applicable Interest Rate" shall mean the rate of interest prescribed under the Act from time to time;

"Applicable Law" shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;

"Association" shall mean the body to be created by the Unit Acquirers;

"Booking Amount" shall mean 10% of the Total Consideration;

"Building" shall have the meaning ascribed to it in Recital S;

"Building Common Areas" shall mean with respect to the Project the areas, facilities and amenities specified in **Schedule [E]** which are to be used and enjoyed in common with all the other Unit Acquirers of the Building;

"Carpet Area" shall mean the usable floor area of the Office Space/Showroom Space including the area covered by the internal partition walls of the Office Space/ Showroom Space but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/verandah/open terrace area;

"Cancellation Charges" shall mean collectively (i) the Booking Amount; (ii) all interest liabilities of the Allottees accrued till date of cancellation; and (iii) brokerage paid to real estate agent/channel partner/broker, if any (iv) the

stipulated charges on account of dishonour of cheque; (v) administrative charges as per Developer's policy; and (vi) any other charges/Misc. charges for modification, cancellation whatsoever.;

"Common Areas" shall mean collectively the areas, amenities and facilities specified in **Schedule E** for the common use and enjoyment of all the Allottees/occupiers of the Project;

"Common Expenses" shall include the proportionate share of common expenses briefly described and without limitation in **Schedule [F]** herein to be paid borne and contributed by the Allottees for rendition of common services;

"Common Rules" shall mean the rules and regulations specified in **Schedule [G]** to be observed by the Unit Acquirers for the common, peaceful, effective and harmonious use and enjoyment of the Project;

"Demised Land" shall have the same meaning as ascribed in Recital Q of this Agreement;

"Effective Date" shall mean the date of execution when the Agreement comes into force;

"Extras & Deposits" shall mean the costs and deposits specified in **Clause 1.2.2** herein to be paid by the Allottees to the Developer in the manner hereinafter provided;

"Force Majeure" shall have the meaning ascribed to it in the Act;

"Maintenance Charges" shall comprise of the Common Expenses and such other charges incurred for the welfare and maintenance of the Project;

"Mutual Easements and Reserved Matters" shall mean the easements and rights specified in **Schedule [H]** herein and reserved to the Developer and/or the Association;

"Payment Plan" shall mean the schedule of payment prescribed in Schedule C;

"Rules" means the State Guidelines and Rules as would be amended /or substituted under the Real Estate (Regulation and Development) Act , 2016;

"Regulations" means the Regulations to be made under the Real Estate (Regulation and Development) Act, 2016 , as to be amended and/or substituted;

"Section" means a section of the Act; and

"Unit" shall mean each unit of occupancy in the Project, being an Office Space/Showroom and right to use Car Park/s the expression **"units"** shall be construed accordingly.

B. Interpretation

- (i) Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa.
- (ii) Words in singular shall include the plural and vice versa.
- (iii) Reference to a gender includes a reference to all other genders.
- (iv) A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- (v) Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement;
- (vi) The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement; and
- (vii) Words and expressions not defined herein but defined in the Act, shall have their meanings ascribed in the Act.

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell and the Allottees hereby agree to purchase All That the Unit as specified in Recital X abovementioned on the terms and conditions herein contained.

1.2.1 The Total Consideration of the said Unit is a sum of Rs. _____/- (Rupees _____ Only) ("Total Consideration of Unit").

Office Space No. Floor	Rate of Unit per square feet of carpet area : Rs. /-
Cost of Office Space	Rs. _____/-
Covered Parking	Rs. _____/-
Consideration for the Unit	Rs. _____/-

1.2.2 The Total Extras and Deposits in respect of the Unit is Rs. _____/- (Rupees _____ Only) ("Total Extras and Deposits").

Extras and Deposits :	
Maintenance Deposit- This amount is payable against 12 months advance maintenance charges for the said Unit.	Rs. /-
Sinking Fund- This amount is payable as funds for future repairs replacement, improvements and developments in the said Project. This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes as the Developer or the Association deem fit and proper.	Rs. /-
Transformer Charges & Electricity Charges- This amount is payable for the said Unit as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Developer in making arrangement with	On Actuals

<p>CESC Ltd or any other Authority. for providing and installing transformer at the said Project.</p> <p>Provided the Allottees shall pay the Deposit to Calcutta Electric Supply Corporation Limited directly on account of Individual Meter.</p>	
<p>Legal Charges (includes legal fees pertaining to drafting of this Agreement and the Deed of Conveyance)</p>	Rs. /-
<p>VRV Air Conditioning Charges</p>	Rs. /-
<p>Incidental charges for facilitating the process of registration.</p>	Rs. /-
<p>Association Formation Charges</p>	Rs. /-
<p>Diesel Generator Power Backup- Generator charges for limited back up</p>	On actuals
<p>Property tax deposit- This amount is payable against proportionate share of Property Tax for the said Unit for twelve months.</p>	Rs. /-
<p>Rule 25 charges</p>	On actuals
<p>Total Extras and Deposits (in Rupees)</p>	Rs. /- + amount on actuals

1.2.3 The total GST as per the present applicable rate opted by the Developer in respect of the Unit is Rs. ____/- (Rupees _____ Only) ("Total GST") however the Total GST does not include the GST payable on the Extras and Deposits computed on actuals. The Allottees undertake and confirms to pay GST on the Extras and Deposits payable on actuals as and when such amount is ascertained and duly intimated by the Developer.

Explanation:

- ii. *The Total Consideration of Unit above includes the booking amount paid by the Allottees to the Developer towards the said Unit;*

- iii. *The Total Consideration of Unit, Total Tax and the Total Extras & Deposits as mentioned in clause 1.2.11.2.2 and 1.2.3 above includes Taxes (consisting of tax paid or payable by the Developer by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer, by whatever name called) up to the date of handing over the possession of the Unit to the Allottees and the Project to the association of Allottees or the, competent authority, as the case may be, after obtaining the completion certificate:*

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

Provided further that if there is any increase in the taxes 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 Allottees;

Provided further that the amount in respect of the Individual Electricity Meter Deposit shall be paid by the Allottees directly to the concerned Electricity Department;

- iv. *The Developer shall periodically intimate in writing to the Allottees, the amount payable as stated in (i) above and the Allottees shall make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the Allottees 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;*

- v. *The Total Consideration of Unit, Total Taxes and the Total Extras and Deposits as mentioned in Clause 1.2.1, 1.2.2 and*

1.2.3 includes inter alia recovery of price of land, construction of the Unit, the Common Areas, internal development charges, external development charges, taxes, maintenance charges etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Unit] and the Project;

- 1.2.5 TDS:** If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Allottee(s) on the consideration payable to the Developer and the same shall be deposited by the Allottees to the concerned authority within the time period stipulated under law and the Allottee(s) shall provide proper evidence thereof to the Developer within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee(s) to the concerned authority or proper evidence thereof is not provided to the Developer, then the same shall be treated as default on the part of the Allottees under this agreement and the amount thereof shall be treated as outstanding.
- 1.3 The Total Consideration of the Unit, Total Taxes and the Total Extras and Deposits as mentioned in clauses 1.2.1, 1.2.2 and 1.2.3 is escalation-free, save and except increases which the Allottees hereby agree 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 Allottees 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 Allottees, 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 Allottees.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule [C] ("Payment Plan")**.
- 1.5 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 herein at Schedule [D] (which shall be in conformity with the advertisement, prospectus etc. on the basis of which allotment is effected) in respect of the Unit, or Building, as the case may be, without the previous written consent of the Allottees as per the provisions of the Act.

Provided That the Developer may make such minor additions or alterations as may be required by the Allottees, or such changes or alterations as per the provisions of the Act.

- 1.6 The Developer shall confirm the carpet area that has been allotted to the Allottees 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 Consideration of Unit, Total Tax and the Total Extras and Deposits as mentioned in clause 1.2.1, 1.2.2 and 1.2.3 (collectively Total Price) payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is reduction more than 3% in the carpet area then the Developer shall refund the excess money paid by Allottees within 45 (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 Allottees. If there is any increase more than 3% in the carpet area of the Unit allotted to the Allottees, the Developer may demand that from the Allottees as per the next milestone of the Payment Plan, with annual interest at the rate prescribed in the Rules, from the date when such amount was due. All these adjustments shall be made at the same rate per square foot as agreed in Clause 1.2.1 of this Agreement.

In case of any dispute on the measurement of the carpet area of the Unit, the same shall be physically measured and the same shall be borne by the party which raises the dispute in relation to the measurement of carpet area of the Unit.

- 1.7 Subject to Clause 9.3, the Developer agrees and acknowledges, the Allottees shall have the right to the Unit as mentioned below:
- (i) The Allottees shall have exclusive ownership rights of the Office Space and the Car Park;
 - (ii) The Allottees shall also have the right of use of undivided proportionate share in the Common Areas. Since the share/ interest of Allottees in the Common Areas is undivided and cannot be divided or separated, the Allottees shall use

the Common Areas along with other occupants, maintenance staff etc in the Project, without causing any inconvenience or hindrance to them. It is clarified that the Developer shall hand over the Common Areas to the Association of Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;

(iii) The Developer will not entertain any request for modification in the layouts of the Unit and external facade of the Building(s) and Common Areas including common facilities and amenities.

1.8 It is made clear by the Developer and the Allottees agree that the Office Space along with the Car Park 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 Demised Land and is not a part of any other project or zone and shall not form a part of and/or be linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottees. It is clarified that the Common Areas shall be available only for use and enjoyment of all the Allottees and /or the occupiers of units in the Project.

1.9 The Developer agrees to pay all outgoings before handing over physical possession of the Unit to the Allottees, which it has collected from all Allottees on account of 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). All such expenses which shall accrue after the date of completion of the Project shall be proportionately paid by the Allottees as Common Expenses. 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 Unit to the Allottees, the Developer agrees to be liable, even after the transfer of the Unit, 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.

1.10 On or before the Effective Date the Allottees have paid the Booking Amount of **Rs.** _____/- (**Rupees** _____ **Only**). The Booking Amount forms part of the Total Price and the Allottees hereby agree to pay the remaining

price of the Unit 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 Allottees delay in payment towards any amount which is payable, he shall be liable to pay interest at the rate equivalent to the then highest Prime Lending Rate of State Bank of India plus two percent per annum.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottees shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the Payment Plan through a/c payee cheque/ demand draft/ banker's cheque/ bank transfer (as applicable) in favour of SKIES ENCLAVE LLP-COLLECTION ACCOUNT.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottees, 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 the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment for acquisition/ sale/ transfer of immovable properties in India etc. and provide the Developer with such permission and 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 re-enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottees understand and agree that in the event of any failure on his/ her/ its part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/ it may 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 Developer accepts no responsibility in regard to matters specified in para 3.1 above. The Allottees shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottees subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottees 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 Allottees and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Allottees only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottees authorize the Developer to adjust and appropriate all payments made by them under any head(s) of dues against lawful outstanding of the Allottees against the Unit, if any, in their name and the Allottees undertake not to object/ demand/ direct the Developer to adjust such payments in any manner.

5. TIME IS ESSENCE:

The Developer 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 handing over the Unit to the Allottees and the common areas to the Association or the competent authority, as the case may be. Similarly the Allottees shall make timely payments of the instalment and other dues payable by them and meeting 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/UNIT :

The Allottees have seen the proposed layout plan, specifications, amenities and facilities of the Unit and accepted the floor plan, Payment Plan and the specifications, amenities and facilities (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, amenities and facilities, 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 such authorities 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 UNIT:

7.1 Schedule for possession of the Unit

The Developer agrees and understands that timely delivery of possession of the Unit to the Allottee and the Common Areas to the Association or the competent authority, as the case may be, is the essence of the Agreement. The Developer assures to hand over possession of the Unit along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on 1st December 2025 unless there is delay or failure due to Force Majeure. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottees agree that the Developer shall be entitled to the extension of time for delivery of possession of the Unit.

Provided That such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottees agree and confirm 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 Allottees the entire amount (less any taxes collected from the Allottees) received by the Developer, from the allotment within 45 (forty-five) days from that date. The Developer shall intimate the Allottees about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottees, the Allottees agree 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. If the said Unit is made ready prior to the Completion Date or in case the Allottee desire to take temporary possession of the Unit prior to Completion Date , the Allottees undertake(s) and covenant (s) not to make or raise any objection to the consequent preponement of his/ her/ their/ its payment obligations, having clearly agreed and understood that the payment obligations of the Allottees are linked *inter alia* to the progress of construction, and the same is not a time linked plan.

The Allottees shall be bound to take conveyance of the Said Unit within the time mentioned in this Agreement, failing which exclusive physical possession of the Said Unit and the Parking Space, if any, shall not be delivered to the Allottees (although the Allottees shall become liable for Common Expenses and Rates & Taxes from the Date Of Possession Notice) and in addition, all statutory taxes and penalties shall also be borne and paid by the Allottees. In the event of failure of Allottees to take conveyance of the Said Unit within the time mentioned in this

Agreement, a penalty of Rs. 7/- (Rupees seven) per sq. ft. of carpet area per month will be payable by the Allottees for cleaning and maintenance together with applicable Goods and Service Tax, if any.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Developer and the Allottees may approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

The Allottees have requested the Developer to handover the Said Unit as per the Specifications provided hereto, after the completion of the RCC work of the Project only for fit out purpose and to complete the same as per their requirement at their own cost it being expressly agreed and understood by the Allottees that such hand over being only and solely for the purpose of facilitating the Allottees to carry out the finishing works and the same shall not be deemed to mean and/or construed as hand over of physical possession of the Said Unit to the Allottees, and thus the Developer shall continue to have the absolute and unfettered right to enter the Said Unit without notice and without any objection being raised and/or made by the Allottees on any ground whatsoever or howsoever, it being further clarified that such right of the Developer shall not be deemed and/or construed to impose any manner of liability and/or responsibility on the Developer in respect of the works being carried out by the Allottee in/at the Said Unit.

While carrying out any fit outs and/or interior works within the Said Unit, each subject to the terms hereof, the Allottees shall not inter alia: (i) cause any damage and/or injury to the other Units and/or to the other parts and portions of the Building(s) and/or the Said Premises; and/or (ii) carry out any works which may endanger the Building(s) and/or the structural stability thereof; and/or (iii) store or permit to be stored any materials, goods, articles etc. which in the opinion of the Developer are of a hazardous and/or combustible and/or offensive and/or obnoxious and/or dangerous nature (such opinion of the Developer being final and binding on the Allottees), and further shall not store/keep or permit to be stored/kept any materials, goods, articles etc. in the staircases, landings, lobbies, passages etc.. In case any injury or damage is ascertained by the Developer as having been caused directly and/or indirectly by the Allottees and/or by the men, servants, agents etc. of the Allottees, the Allottees shall be liable to pay

compensation to the Developer and/or to any other aggrieved party, each as may be determined by the Developer at its sole and absolute discretion, and such decision of the Developer shall be final and binding on the Allottees, and the Allottees hereby consent(s) to the same.

The Allottees shall adhere to the drawings with regards to drainage and water supply works and shall not change the location of toilets, kitchen etc.. Any modification, alteration of the same should be approved in writing by the Developer

The Allottees shall be and shall remain solely liable and responsible for any accidents that may occur while carrying out and/or completing any fit outs and/or interior works, and all the consequent injury, loss, damage etc. including any compensation as may be determined by the Developer shall exclusively attach to the Allottees alone, and the Allottees shall be bound and obliged to and undertake(s) to keep each of the Indemnified Parties fully safe, harmless and indemnified from and against all costs, charges, claims, damages, actions suits, proceedings etc. in respect thereof.

Any consent or approval under this Agreement must be obtained by the Allottees before the act or event to which it applies/ relates to is carried out or done, the same shall be effective only after such consent or approval is given in writing, and signed by a Person duly authorized by the Developer. In the event where pursuant to this Agreement, the doing or the execution of any act, matter or thing by the Allottees are dependent upon the consent or approval of the Developer , such consent or approval may be given or withheld by the Developer at its absolute discretion without the Developer being required to assign any reason therefor. However, if such consent or approval is granted, it may be given on such terms and conditions as the Developer may at its sole, absolute and unfettered discretion deem fit to impose, with the Developer having the unfettered and absolute right to withdraw and/or revoke at any point of time any such consent/approval if in the opinion of the Developer the terms and conditions so stipulated by the Developer are not being and/or have not been complied with and/or adhered to by the Allottees to the satisfaction of the Developer, and such opinion/decision of the Developer shall be final and binding on the Allottees, which the Allottees accept(s) and consent(s) to without any dissent or demur. The Allottees shall pay to the Developer, upon demand, any reasonable fees payable by the Developer to the consultants, if any, engaged by the Developer to examine or advise on the Allottees's application for

consent or approval, and further any other expenses incurred by the Developer in connection with the Allottees's application for consent or approval.

No later than 15 (Fifteen) days from the date of the above stated hand over of the said Unit, the Allottees shall, of their own accord and/or at their own cost, risk, liability and responsibility, commence and carry out the finishing works in strict adherence and/or compliance with the Plan, and the Allottees shall be bound and obliged to and undertake(s) to complete the finishing Works within 4(four) months from the date of the handover (hereinafter referred to as the "FIT OUT COMPLETION PERIOD"), and immediately communicate the factum of such completion in writing to the Developer to enable the Developer to comply with further legal requirements, if any. The Allottees shall carry out the finishing works only as per the guidelines stipulated by the Developer from time to time. Further, while carrying out the finishing works, the Allottees shall be liable for and undertake(s) to pay the Developer, without dissent, demur or cavil, all charges, expenses etc. for the use of electricity, water, other utilities etc., as also such other expenses as may be ascertained by the Developer. In the event of failure on the part of the Developer to complete the finishing works on the expiry of the Fit Out Completion Period, the Developer hereby and hereunder authorize(s) and empower(s) and/or grant(s) the absolute, unfettered and irrevocable right and power to the Developer to take over the said Unit to the exclusion of the Allottees but at the risk and liability of the Allottees, whereupon the Developer will be entitled, at its sole and exclusive option, to either complete the finishing works for obtaining the Completion Certificate at the costs and risk of the Allottees , and the Allottees accept(s) and consent(s) to the same.

7.2 Procedure for taking possession

Upon obtaining the completion/occupancy certificate from the competent authority and subject to the Allottees not being in breach of any of their obligations under this Agreement, the Developer shall offer in writing the possession of the Unit to the Allottees in terms of this Agreement to be taken within 2 (two) months from the date of issue of completion/occupancy certificate (Date of Possession). In case the Allottees desire to take possession of the Unit before the issue of completion/occupancy certificate, provided the Developer confirms the same, then that date would be deemed as the Date of Possession. Provided That, in the absence of local law, the Deed of Conveyance in favour of the Allottees shall be carried out

by the Developer within 3 (three) months from the date of issue of occupancy certificate. The Developer agrees and undertakes to indemnify the Allottees in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Allottees shall with effect from the expiry of the time fixed for taking possession or the actual date of taking possession, whichever is earlier, be liable to and shall pay Maintenance Charges from the Date of Possession or as determined by the Developer and upon its formation, by the Association, as the case may be.

7.3 **Failure of Allottees to take Possession of Unit:**

Upon receiving a written intimation from the Developer as per Clause 7.2 above, the Allottees shall take possession of the Unit from the Developer by executing necessary indemnities, undertakings and such other documentation as may be required and the Developer shall hand over possession of the Unit to the Allottees. In case the Allottees fails to take possession within the time provided in Clause 7.2, such Allottees shall continue to be liable to pay Maintenance Charges as specified in Clause 7.2 ("**Deemed Possession**") and also pay liquidated damages to the Developer at the rate of Rs. 15,000/- (Rupees Fifteen Thousand) only per month or part thereof from the expiry of the time mentioned in the possession letter till such time the Allottees (s) takes the possession of the Unit.

7.4 **Possession by the Allottees:**

After obtaining the completion/occupancy certificate and handing over physical possession of the Unit 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 or the competent authority, as the case may be, as per the local laws.

Provided that, in the absence of any local law, the Developer shall hand over the relevant documents and plans and the Common Areas to the Association or competent authority as per the local laws.

7.5 **Cancellation by Allottees :**

- (i) The Allottees shall have the right to cancel/ withdraw their allotment in the Project as provided in the Act:

Provided That subject to clause 7.5(ii) below, where the Allottees propose to

cancel the allotment, the Allottees shall serve 30 (thirty) days notice in writing on the Developer and on the expiry of the said period, the allotment shall stand cancelled. Upon service of such notice, the Developer shall be entitled to forfeit an amount equal to the Cancellation Charges and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottees shall, subject to clause 7.5(iii) below, be returned by the Developer to the Allottees within 45 (forty-five) days on transfer of the said Unit to any other person. However it is clarified, agreed and confirmed that notice of such cancellation shall be treated as due cancellation and the Agreement shall stand terminated.

- (ii) Where the Allottees propose to cancel/withdraw from the Project then and in such event, the Allottees shall be entitled to exercise such right of termination only if on the date when the Allottees so express their intention to terminate this Agreement, the Total Consideration of Unit then prevailing for transfer of an Unit in the Project is not less than the Total Consideration of Unit payable by the Allottees under this Agreement, and the Allottees agree(s) and undertake(s) that the decision of the Developer in this regard shall be final and binding on the Allottees.
- (iii) It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Developer and the Allottees shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

7.6 Compensation:

The Developer/ Owners shall compensate the Allottees in case of any loss caused to them due to defective title to the Said Property, 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 Developer fails to complete or is unable to give possession of the Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 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 Developer shall be liable, on demand to the Allottees, in case the Allottees wish to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 (forty-five) days of it becoming due. Provided That where the Allottees do not intend to withdraw from the Project, the Developer shall pay the Allottees interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Unit.

8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:

The Developer and the Owners hereby represent and warrant to the Allottees as follows:

- (i) The Owners have absolute, clear and marketable title with respect to the Said Property; the requisite rights to carry out development upon the Said Property and absolute, actual, physical and legal possession of the Said Property 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 Property and/or the Project as on the Effective Date ;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Said Property, Project or the Unit save as disclosed;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Property and Unit 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 Property, Building and Unit 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 Allottees 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 Property, including the Project and the said Unit which will, in any manner, affect the rights of the Allottees under this Agreement;
- (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from transferring the ownership rights of the Unit to the Allottees in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Deed of Conveyance the Developer shall hand over lawful, vacant peaceful, physical possession of the Unit to the Allottees and shall in due course hand over the Common Areas to the Association or the competent authority, as the case may be;
- (x) The Said 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 Said 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 till the completion certificate has been issued and possession of Unit along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottees and the Association or the competent authority, as the case may be; and
- (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 Property and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1 Except for occurrence of a Force Majeure event, the Developer shall be considered

under a condition of default (“**Default**”), in the following events:

- (i) Developer fails to provide ready to move in possession of the Unit to the Allottees within the time period specified in Clause 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 clause 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, which is complete in all aspects;
- (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.

9.2 In case of Default by Developer under the conditions listed above, Allottees are entitled to the following:

- (i) Stop making further payments to Developer as demanded by the Developer. If the Allottees stop making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottees be required to make the next payment without any interest; or
- (ii) The Allottees shall have the option of terminating the Agreement in which case the Developer shall be liable to refund, subject to the second proviso below, the entire money paid by the Allottees under any head whatsoever towards the said Unit, along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice:

Provided that where the Allottees do not intend to withdraw from the Project or terminate the Agreement, they shall be paid, by the Developer, interest at the rate equivalent to the highest Prime Lending Rate of State Bank of India plus two percent per annum or as would be prescribed in the Rules, for every month of delay till the handing over of the possession of the Unit, which shall be paid by the Developer to the Allottees within 45 (forty-five) days of it becoming due.

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Developer and the Allottees shall be

free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

9.3 The Allottees shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottees fail to make any of the payments within the due dates as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottees shall be liable to pay interest to the Developer on the unpaid amount at the rate equivalent to the highest Prime Lending Rate of State Bank of India plus two percent per annum or as would be prescribed in the Rules. The parties agree and acknowledge that in addition to interest, in case of every second instance of delayed payment, the Allottees shall be responsible for such delayed payments, all costs associated with the administrative actions related to follow-up and recovery of such delayed payments, which are estimated to be 2% of the amount in default per instance of the delayed payment in the current financial year and shall be revised on 1st April of each year as per the rate of Reserve Bank of India's consumer price index.
- (ii) In case of default by Allottees under the condition listed above continue for a period beyond 1 (one) month after notice from the Developer in this regard, the Developer may cancel the allotment of the Unit in favour of the Allottees and forfeit an amount equal to the Cancellation Charges and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottees shall, subject to second proviso below, be returned by the Developer to the Allottees within 45(forty five) days of such cancellation or on transfer of the said Unit to any person, whichever is earlier. However, it is clarified, agreed and confirmed by the parties that notice of such cancellation shall be treated as deemed cancellation whereupon the allotment shall stand terminated.

Provided Further That all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Developer and the Allottees shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

- (iii) The Allottees (s) agree not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building/ Project/ Developer or its representatives. In the event the Allottees (s) do or omits to do any act, deed or thing then the Developer shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement. In case of such a default by Allottees, by notice in writing in this regard, the Developer may cancel the allotment of the Unit and forfeit an amount equal to the Cancellation Charges and the applicable GST payable on such amount. The balance amount of money paid by the Allottees shall be, subject to proviso below, be returned by the Developer to the Allottees within 45 (Forty-five) days of such cancellation or on transfer of the Said Unit to any other Unit Acquirer, whichever is earlier. Provided Further That all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Developer and the Allottees shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions;
- (iv) In the event construction of the wing or floor or the Building or the Project in which the Unit is located has been stopped for a period of more than 6(six) months due to Applicable Law, the Developer shall have the option to terminate this Agreement. In such an event the Developer shall be liable to refund, subject to the proviso below, the entire money paid by the Allottees under any head whatsoever towards the Said Unit, within 45 (forty-five) days of the termination notice.

Provided Further That all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Developer and the Allottees shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions;

10. DEED OF CONVEYANCE OF THE SAID UNIT:

The Developer, on receipt of Total Consideration of the Unit, Total Tax and the Total Extras and Deposits as mentioned in clause 1.2.1, 1.2.2 and 1.2.3 under

the Agreement from the Allottees and upon receipt of the Completion Certificate from the competent authority, shall execute a deed of conveyance and convey the absolute ownership rights of the Unit together with the right to use the proportionate indivisible undivided share in the Common Areas within the time period as stated in local laws , to the Allottees.

Provided That, in the absence of local law, the deed of conveyance in favour of the Allottees shall be carried out by the Developer within 3 (three) months from the date of issue of completion/occupancy certificate. However, in case the Allottees fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottees authorizes the Developer to withhold registration of the deed of conveyance in their favour till payment of stamp duty and registration charges to the concerned Registration Department made by the Allottees as intimated by the Developer. The Allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899, including any actions taken or deficiencies /penalties imposed by the competent authority(ies).

The deed of conveyance shall be drafted by the Solicitors/Advocates of the Developer and shall be in such form and contain such particulars as may be approved by the Developer. No request for any changes whatsoever in the deed of conveyance will be entertained by the Developer unless such changes are required to cure any gross mistake or typographical or arithmetical error. Provided That while according its formal consent for transfer, the competent authority may also at its discretion prescribe the proforma of the deed of conveyance and in that event the deed of conveyance shall be executed as per the proforma so prescribed by Competent Authority.

11. MAINTENANCE OF THE BUILDING /UNIT / PROJECT:

The Developer 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 upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Extras and Deposits as mentioned in 1.2.2 . In case the formation of the Association is delayed due no fault of the Developer; the Developer shall provide and maintain the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottees shall be liable to pay to the Developer or facility

management company, the charges for such maintenance as fixed by the Developer at actuals.

12. DEFECT LIABILITY:

- 12.1 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 relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottees from the Date of 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. Provided that the Developer shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottees (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 or arising due to the Allottee making any changes or alteration in the Said Unit.
- 12.2 Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottees, 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 Unit, alters the state and condition of the area of the purported defect, then the Developer shall be relieved of its obligations contained hereinabove in this clause.
- 12.3 The Developer shall not be liable to rectify any defect occurring under the following circumstances:
- (i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottees taking over possession of the Unit, the Developer will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;

- (ii) If there are changes, modifications or alteration in electrical lines, and wirings after said possession unto the Allottees, the Developer will not take any responsibility of any defect in electrical appliances, electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
 - (iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Developer will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
 - (iv) If the Allottees after taking actual physical possession of the Unit, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Unit by making any changes in the Unit, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Developer;
- 12.4 Cracks developing on joints of brick walls and RCC beams or columns or vertical Bands or horizontal Bands arising out of different materials which have different coefficient of expansion and contraction, any such cracks being normal in high rise buildings and need to be repaired by Allottees or Association from time to time, as the case may be, Provided However that any cracks which develop for reasons other than as mentioned above, the Developer shall get it rectified at its own cost.
- 12.5 If the materials and fittings and fixtures provided by the Developer are not being maintained or used by the Allottees or their agents in the manner in which same is required to be maintained or used.
- 12.6 Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Developer in the Common Areas and/or in the Unit going out of order or malfunctioning due to voltage fluctuation or other reasons not under the control of the Developer and not amounting to poor workmanship or manufacture thereof.
- 12.7 If the Project Architect(s) certifies that the defects complained of are not

manufacturing defect or due to poor workmanship or poor quality.

12.8 There being any deterioration in the quality or functioning of any electrical or mechanical systems, instruments, appliances and/or gadgets installed in the Project or the Unit due to normal wear and tear and/or any physical damage thereto.

12.9 Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Allottees, 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 Unit, alters the state and condition of the area of the purported defect, then the Developer shall be relieved of its obligations contained hereinabove.

13. RIGHT TO ENTER THE UNIT FOR REPAIRS:

The Developer/maintenance agency/Association shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottees agree to permit the Developer/ Association and/or maintenance agency to enter into the 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.

14. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas ,if any, as located within the Project, shall be ear-marked 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, firefighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottees 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 for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE UNIT:

15.1 Subject to para 12 above, the Allottees shall, after taking possession, be solely responsible to maintain the Unit at their own cost, in good repair and condition and

shall not do or suffer to be done anything in or to the Building, or the 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 Unit and keep the 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.

- 15.2 The Allottees further undertakes, assures and guarantees that they 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 Allottees shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the Building. The Allottees shall also not remove any wall including the outer and load bearing wall of the Unit.
- 15.3 The Allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the Association and/or maintenance agency appointed by Association. The Allottees shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16. DISHONOUR OF PAYMENT INSTRUMENTS

In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottees for any reason whatsoever, then the same shall be treated as a default and the Developer may at its sole discretion be entitled to exercise any recourse available herein. Further, the Developer shall intimate the Allottees of the dishonour of the cheque and the Allottees would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Developer of all the amounts including the dishonour charges of Rs. 5,000/- (Rupees Five Thousand only) (for each dishonour). In the event the said Demand Draft is not tendered within 7 (seven) days then the Developer shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottees

comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Developer may consider the same at its sole discretion. In the event of dishonour of any cheque, the Developer has no obligation to return the original dishonoured cheque.

17. RAISING OF FINANCE BY ALLOTTEES

The Allottees may obtain finance from any financial institution/bank or any other source but the Allottees's obligation to purchase the Unit pursuant to this Agreement shall not be contingent on the Allottees's ability or competency to obtain such financing and the Allottees shall remain bound by this Agreement whether or not he has been able to obtain financing for the purchase of the Unit.

18. RAISING OF FINANCE BY DEVELOPER

The Developer shall have the right to raise finance and/or loan from any financial institution and/or bank and for that purpose create mortgage, charge on the Land and/or securitization of the receivables however the Developer shall not mortgage or create a charge on the Unit after execution of this Agreement 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 Allottees who have taken or agreed to take such Unit

19. DEEMED POSSESSION

It is understood by the Allottees that even if the Allottees fail to take possession of the Unit within the date such possession is offered by the Developer, the Allottees shall be deemed to have taken possession on the 15 days from the date of such notice which date, for all purposes and irrespective of the actual date when the Allottees takes physical possession of the Unit, will be deemed to be the possession date ("**Possession Date**").

On and from the Possession Date:

- (i) The Unit shall be at the sole risk and cost of the Allottees and the Developer shall have no liability or concern thereof;
- (ii) The Allottees shall become liable to pay the Maintenance Charges in respect of the Unit and the Common Areas on and from the Possession Date;
- (iii) All taxes, deposits and other levies/charges imposed, demanded or required

to be paid to the authorities concerned relating to the undivided interest in the Common Areas shall be paid and borne by the Allottees proportionate to his interest therein and those relating only to the Unit shall be borne solely and conclusively by the Allottees, with effect from the Possession Date.

- (iv) All other expenses necessary and incidental to the management and maintenance of the Project.

20. RIGHT OF ALLOTTEES TO USE COMMON AREAS SUBJECT TO PAYMENT OF MAINTENANCE CHARGES

The Allottees hereby agrees to acquire the Unit on the specific understanding that their right to the use of Common Areas shall be subject to timely payment of Maintenance Charges, as determined by the Developer (or Association) and performance by the Allottees of all their obligations in respect of the terms and conditions specified by the Developer or the Association from time to time.

21. ADDITIONS OR REPLACEMENTS:

As and when any plant and machinery, including but not limited to, , electrical substations, pumps, firefighting equipment or any other plant, machinery and/or equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by all the Unit Acquirers in the Project on pro-rata basis as specified by the Association. The Developer and upon completion the Association shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the Allottees agree to abide by the same.

22. MAINTENANCE AND ASSOCIATION

22.1 Maintenance :

Upon completion of the Project the Developer will hand over its management for maintenance to the Association for which the Allottees may be required to execute an agreement ("**Maintenance Agreement**") with the Association. The Allottees will be required to complete the formalities of becoming a member of the Association. The Allottees shall observe and abide by all the bye-laws, rules and regulations prescribed by the Association in regard to ownership or enjoyment of the Unit or

common areas and facilities in the Project.

In the event the Association has been formed but there is/are Units in the Building that are not sold by the Developer, till such time the unsold Units are not assigned or transferred, all outgoings pertaining to the unsold Units shall be payable by the Developer. Further the Allottees and/or the association shall not do any act deed or thing which may restrict or impede transfer of the unsold Units to any of the prospective Allottees.

For the enjoyment and maintenance of the common areas and facilities of the Project, the Allottees shall be liable to remit per month the proportionate Maintenance Charges of such area and facilities as may be fixed by the Developer and upon completion the Association from time to time. The Maintenance Charges shall become payable from the Possession Date. In case the Allottees fail to pay: (i) the Allottees shall not be entitled to avail any maintenance services; (ii) interest @ 18% per annum will become payable by the Allottees; and (iii) the Developer/Association shall adjust the unpaid amount from the Maintenance deposit. If due to such adjustment the maintenance deposit falls below the six months average of the Maintenance Charges, then the Allottees shall make good the resultant shortfall within 15 (fifteen) days from the due date of the defaulted maintenance bill.

The maintenance for 12 (twelve) months on account of Maintenance Deposit has been included in the Total Price of the Unit however, the Allottees undertake to make necessary monthly payments of maintenance charges as and when demanded by the Developer after obtaining the partial completion certificate of the Building/ Project. In the event the Allottees fail to pay such maintenance charges then the Developer shall be at liberty to appropriate such amount from the Maintenance Deposit/ Sinking Fund. Further, such deposit shall be refunded on quarterly basis after receipt of upto date maintenance charges from the Allottees.

22.2 Interim Maintenance Period:

During the interim maintenance period between obtaining of the completion certificate of such Project and formation and operationalization of the Association the Developer shall through itself or through a facility management company to run,

operate, manage and maintain the Common Areas.

The Developer shall endeavour that the committee responsible for the maintenance and operation of the Common Areas will be required to provide manpower for maintaining the Common Areas, wherever required, and to collect maintenance charges and also guest charges and the user charges for the utilities being provided on "pay by use" basis, if any.

The maintenance and management of Common Areas by the committee will primarily include but not limited to maintenance of water works, common electrical installations, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMC's etc. It will also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.

The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period shall be framed by the Developer with such restrictions as may be necessary for proper maintenance and all the Allottees are bound to follow the same.

After the Common Areas of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Developer, with or without amendments, as may be deemed necessary by the Association.

23. COVENANTS OF THE ALLOTTEES

Unit use

The Allottees shall not use the Unit or permit the same to be used for purpose other than the purpose mentioned in Recital S or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other Units or for any illegal or immoral purposes.

Hazardous materials

The Allottees shall not store in the Unit or Building any goods which are of hazardous, combustible or dangerous nature or storing of which goods is objected

to by the concerned local or other authority.

Additions

The Allottees shall not make any additions or alterations in the Unit or Building or cause damage to or nuisance in the Unit or Building or in the Project in any manner. In case any partitions, interiors, false ceilings etc. are installed by the Allottees, then all necessary permissions from the authorities, if required, will be obtained by the Allottees directly at his own cost. In any case the Allottees shall not be entitled to carry out any structural changes in the Building and Unit.

Co-operation

The Allottees shall at all times co-operate with the other Allottees/occupiers of the Units in the management and maintenance of the Unit and the Building and the Project.

Transfer

The Allottees shall not transfer or sell the rights under this Agreement without prior written permission from the Developer till:

- (i) 24 months from the date of execution of these presents, or
- (ii) the execution and registration of Deed of Conveyance,

Whichever of the above is earlier

Subject to the aforesaid, the Developer shall retain the first right of refusal for such transfer of rights. In the event of transfer of rights before the completion and handover of the Unit, the Allottees shall pay a transfer fee of Rs. 2,12,800/- (Rupees Two Lakh Twelve Thousand Eight Hundred Only) to the Developer. Such transfer however shall be permissible only if all other payments that may be due under this Agreement have been cleared in total.

The Allottees shall not transfer or assign the rights under this Agreement without prior written permission from the Developer till such time as all payments under this Agreement are cleared. The Developer shall retain the first right of refusal for such transfer of rights. Where the Developer does not exercise the above right of

pre-emption then and in that event, transfer of rights before the completion and handover of the Unit, the Allottees shall pay a transfer fee of Rs. _____/- (Rupees _____ Only) only. Such transfer however shall be permissible only if the first instalment (other than Booking Amount) as per this Agreement has been paid in full and all other payments that may be due under this Agreement have been cleared in total.

Modification of plan of the said Unit

The Allottees shall not be permitted to cause any deviation/modification of the layout plan of the said Unit unless the Allottees have obtained due permission or approval from the Developer and other concerned authorities/individuals as may be required under applicable laws. In the event the Allottees opting for such modification/deviation of the layout plan of the Unit, the Allottees shall be liable to pay to the Developer on actuals, as and when demand is issued to the Allottees.

Taxes

If at any time after the Effective Date there be imposition of any new or enhancement in any tax or levy or fees or charges on the transfer or construction of the Unit, the same shall be borne and paid by the Allottees.

Common Rules

The Allottees shall abide by and adhere to the Common Rules specified in **Schedule [G]** herein from time to time.

Common Expenses

The Allottees pay on due dates the Common Expenses specified in **Schedule [F]** herein from time to time.

Model Office Space

The Allottees agree and understand that all the standard fitting, interiors and fixtures and dimension provided in the show/model Office Space or Show Room

exhibited at the site only provides a representative idea and the actual Unit agreed to be constructed may not include the fittings and fixtures of the model Office Space or Show Room Space and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model Office Space or Show Room Space and the Allottees shall not be entitled to raise any claim for such variation.

Construction Progress Linked Payment Plan

The Allottees(s) acknowledge that they have chosen the "Construction Progress Linked Payment Plan" since it offers several advantages to the Allottees(s), including that the installment payments may become due later in time than as envisages at the time of entering into this Agreement, if the relevant construction milestones are delayed, thus compensating for the impact of any delay in construction on the Allottees. This significantly reduces the risk of the Allottees as compared to the "Time Linked Payment Plan" option and the Allottees has entered into this Agreement after taking into account the advantages and risks of the "Construction Progress Linked Payment Plan".

24. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

The Parties are entering into this Agreement for the allotment of an Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

25. 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, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

26. BINDING EFFECT:

Forwarding this Agreement to the Allottees by the Developer does not create a binding obligation on the part of the Developer or the Allottees until, firstly, the Allottees 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 Allottees and secondly, appears for registration of the same before the concerned Registration Office as and when intimated by the Developer. If the Allottee(s) fail to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottees and/or appear before the Registration office for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Allottees, for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottees, application of the Allottees shall be treated as cancelled and the Developer shall be entitled to forfeit an amount as Cancellation Charges and the GST applicable on such Cancellation Charges. The balance amount of money paid by the Allottees shall be, subject to the proviso below, be returned by the Developer to the Allottees within 45 (forty five) days of such cancellation or on transfer of the Said Unit to any other Unit Acquirer, whichever is earlier. However may it be clarified that serving of notice for termination and upon payment of the balance amount by the Developer, it is sufficient to record cancellation of this Agreement and extinguishment of all rights of the Allottees and it is confirmed by the Allottees that same will be treated as deemed cancellation of the Agreement and/or Document/s and no further or other deed or document or instrument shall be required to be executed or registered for this purpose .

Provided that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Developer and the Allottees shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

27. 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 Unit/ building, as the case may be.

28. RIGHT TO AMEND:

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

29. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEES/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 Unit and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

30. WAIVER NOT A LIMITATION TO ENFORCE:

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

30.2 Failure on the part of the Parties 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.

31. 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.

32. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottees 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 Unit bears to the total carpet area of all the Unit in the Project.

33. 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.

34. PLACE OF EXECUTION

The execution of this Agreement shall be completed 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 Allottees, in [__] after the Agreement is duly executed by the Allottees and the Developer or simultaneously with the execution the said Agreement shall be registered at the office of the _____ at [__]. Hence this Agreement shall be deemed to have been executed at Kolkata.

35. NOTICES

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

_____ (Name of Allottees)

_____ (Allottees Address)

M/s **SKIES ENCLAVE LLP** (Developer Name)

1002 E M Bypass, Kolkata – 700105 (Developer Address)

It shall be the duty of the Allottees 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

Allottees, as the case may be.

36. JOINT ALLOTTEES:

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

37. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottees in respect of the Unit, plot or building, as the case may be, prior to the execution and registration of this Agreement for such Unit, plot or building, as the case may be, shall not be construed to limit the rights and interests of the Allottees under the Agreement or under the Act or the Rules or the Regulations made thereunder.

38. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):

The Developer has assured the Allottees that the project in its entirety will be in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972.

39. 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 thereunder including other Applicable Laws of India for the time being in force.

40. 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 by a Sole Arbitrator to be appointed accordingly under the Arbitration and Conciliation Act, 1996 as amended from time to time.

All terms and conditions mentioned hereinafter are as per the contractual understanding

between the parties and are not in derogation of and/or inconsistent with the terms and conditions hereinbefore contained and/or the provisions of the Act and the Rules and Regulations made thereunder.

41. OTHER TERMS AND CONDITIONS

The parties have agreed that notwithstanding anything to the contrary contained in this Agreement hereinbefore, the Agreement shall be subject to the following other respective terms conditions and covenants on the parts of the Developer and Allottees to be respectively paid observed and performed, as the case may be. (it being clarified that in the event of any inconsistency or contradictions in the clauses abovementioned and those contained hereinafter, the provisions of the clauses contained in Clause 40, hereinafter contained shall prevail)

41.1 Extras & Deposits

As mentioned in Clause 1.2.2 of this Agreement, the Allottees have agreed to pay the following amount to the Developer (Extras & Deposits):

Extras and Deposits :	
Maintenance Deposit- This amount is payable against 12 months advance maintenance charges for the said Unit	Rs. /-
Sinking Fund- This amount is payable as funds for future repairs replacement, improvements and developments in the said Project. This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes as the Developer or the Association deem fit and proper.	Rs. /-
Transformer Charges & Electricity Charges- This amount is payable for the said Unit as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Developer in making arrangement with CESC and/or any other authorities for providing and installing transformer at the said Project.	On Actuals

Provided the Allottees shall pay the Deposit to CESC directly on account of Individual Meter.	
Legal Charges (includes legal fees pertaining to drafting of this ATS and the Deed of Conveyance)	Rs. /-
Incidental charges for facilitating the process of registration	Rs. /-
Association Formation Charges	Rs. /-
Diesel Generator Power Backup- Generator charges for limited back up	On actuals
VRV Air Conditioning Charges	Rs. /-
Property tax deposit- This amount is payable against proportionate share of Property Tax for the said Unit for twelve months.	Rs. /-
Rule 25 charges	On actuals
Total Extras and Deposits (in Rupees)	Rs. /- + amount on actuals

41.2 Electricity supply:

In case the Calcutta Electric Supply Corporation Limited ("CESC") /any other electricity supply agency decides not to provide individual meters to the Building(s) and makes provision for a High Tension Supply or Bulk Supply, the Developer shall provide individual sub-meters to the Allottees upon payment by them of the proportionate security deposit payable to CESC / any other electricity supply agency for such connection. The exact amount payable by the Allottees will be intimated to the Allottees before possession. The amount of security deposit would be subject to revision as may be so decided by CESC / any other electricity supply agency from time to time and all Allottees shall, at all times, be liable to proportionately pay such revision/replenishment to CESC / any other electricity supply agency, as per the norms of CESC / any other electricity supply agency. In such a case the Allottees may be required to enter into a separate agreement with the Developer for supply of electricity through sub meters.

41.3 Payment of Total Consideration of Unit, Total Tax and the Total Extras and Deposits prior to Possession:

The Allottees agree and covenant not to claim any right or possession over and in respect of the Unit till such time the Allottees have paid the entirety of the Total Consideration of Unit, Total Tax and the Total Extras and Deposits as mentioned in clause 1.2.1, 1.2.2 and 1.2.3 and all other amounts agreed to be paid or deposited under this Agreement and has duly complied with and/or performed all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Allottees in pursuance of this Agreement or otherwise required by law, all of which shall be conditions precedent without which the Developer shall not be under any obligation to handover possession of the Unit.

42. Future Contingency and Covenant of Allottees:

The Allottees agree that these terms and conditions for sale and transfer of the said Unit as contained herein, are made in view of the extant laws, rules and regulations governing such sale and transfer and are subject to changes / variations as the Developer may deem appropriate or as may be directed by appropriate authorities or as may be made by the Developer in view of applicable laws, rules and regulations. The Allottees agree to render all cooperation to the Developer in this regard as and when called upon by the Developer without any claim demand demur or protest.

IN WITNESS WHEREOF parties herein above 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:

Owners:

Signature _____

(1) Name : **PS GROUP REALTY PRIVATE LIMITED**

Address: 1002 E.M. Bypass, P.S. Pragati Maidan (previously - Tiljala), P.O. Dhapa, Kolkata

- 700105

(2) Name: RASHI HOLDINGS PVT. LTD.

Address: `Anusuya', 3rd Floor, 62/7, Ballygunge Circular Road, Police Station-
Ballygunge, Post Office - Ballygunge, Kolkata 700 019

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Developer:-

Signature _____

Name **SKIES ENCLAVE LLP**

Address: 1002 E.M. Bypass, P.S. Pragati Maidan (previously - Tiljala), P.O. Dhapa, Kolkata
- 700105

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottees: (including joint buyers)

Signature _____

Name

Address

Signature _____

Name

Address

At _____ on _____ in the presence of:

WITNESSES:

(1) Signature _____

Name _____

Address _____

(2) Signature _____

Name _____

Address _____

Schedule A**Part - I****("Demised Land")**

ALL THAT the land containing an area admeasuring 13 (thirteen) Cottahs 12 (Twelve) Chittack 43 (forty three) sq.ft, be the same a little more or less, equivalent to 923.736 Sq.mt (more or less) as per purchased Deed but on physical measurement the land area was found to be 12 (twelve) Cottahs 9 (nine) Chittacks 12.79 (twelve point seven nine) sq. ft equivalent to 841.49 sq. m be the same a little more or less, together with two storied cemented flooring measuring 2500 Sq. Ft in each floor of the building and structures standing thereon forming part of the Municipal Premises No. 43A, Sarat Bose Road, Post Office - Elgin Road, P.S. - Bhawanipore, within the municipal limits of the Kolkata Municipal Corporation, Ward No. - 70, Kolkata - 700 020, being butted and bounded:

ON THE NORTH	:	By Municipal Premises No. 43, Sarat Bose Road, in occupation of Manjusha Housing Co-operative Society.
ON THE SOUTH	:	Partly by Municipal Premises No. 45, Sarat Bose Road and partly by Municipal Premises No. 3/A/B Paddapukur Road.
ON THE EAST	:	By Sarat Bose Road.
ON THE WEST	:	Partly by Municipal Premises No. 25, Madhab Chatterjee

	Street.
--	---------

And delineated in the map/ plan attached as **Annexure A** hereto

Part - II

("Unit")

ALL THAT the Bare shell office space no. _____ having carpet area of _____ square feet, on _____^d floor in the Building ("**Office Space**") along with _____ **car parking space bearing no.** _____ ("**Car Park**") now in course of construction on the said Demised Land **TOGETHER WITH** the proportionate share in all common areas as permissible under law.

For the purpose of registration the super built up area of the said unit is _____ sq.ft.

Schedule B

[The floor plan of the Office Space]

Schedule C

Payment Schedule

On Booking+ Incidental charges	10% of Total Consideration +GST+ Rs. 7,000 + GST
On Completion of Piling	10% of Total Consideration +GST
On Casting of Basement raft	15% of Total Consideration +GST
On castingof deck level	15% of Total Consideration +GST
On completionof 1st Floor roof slab	15% of Total Consideration+ GST
On completion of 3rd Floor roof slab	10% of Total Consideration +GST
On completion of 5th Floor roof slab	10% of Total Consideration +GST
On completion of Ultimate Roof Top	10% of Total Consideration + VRV AC Charges +GST
On Possession + Incidental charges	5% of Total Consideration +GST + Rs. 10,000/-

+ GST

Schedule D**[Specifications, Amenities, Facilities of the Unit]****Offices:**

Flooring	:	Neat Finish
Wall	:	Putty
Main Door	:	Rolling Shutter
	:	
Electrical	:	Upto DB

Show Rooms

Flooring	:	Neat Finish
Wall	:	Putty
Main Door	:	Rolling Shutter
	:	
	:	
Electrical	:	Upto DB

Toilets and Units

Flooring	:	Neat Finish
Wall	:	Neat Finish
Plumbing	:	Tap off points for drinking water and WC

Common toilets

Flooring	:	Anti Skid tiles
Wall	:	Tiles upto false ceiling level
Ceiling	:	False Ceiling

Door : Door will be provided

Electrical : Modular switches

Ground Floor

Lobby

Flooring : Imported Marble/ Granite/ Tiles

:

Ceiling : False Ceiling

Lift Facade : Imported Marble/ Granite/ Tiles

Windows/ Glazing : Aluminum windows

Electrical : Modular switches

Typical Floor

Lobby

Flooring : Tiles

Wall : Paint

Ceiling : False Ceiling

Lift Facade : Marble/ Tiles

Windows/ Glazing : Aluminum windows

Electrical : Modular switches

Schedule E

[Common Areas]

1. Lifts, lift shafts, lift installations
2. Boundary walls
3. Main Gates, Entrances and Exits
4. Paths and Passenger Corridors
5. Driveways
6. Staircases, stairways, landing and lobbies
7. Overhead reservoirs

8. Toilets
9. Wiring, meter for lighting for common areas etc.
10. Windows, doors, grills and other fittings of the common area
11. Foundation
12. Pump, Pump Room and its installation
13. Drains
14. Sewers
15. Such other common parts and portions as may be determined by the Developer upon completion of the said new building in accordance with applicable laws
16. Underground water reservoir
20. Demised Land
21. Caretaker's Room and Driver's Toilet at the Ground Floor.
22. Typical Floor Lobby on each Floor.
23. Ultimate Roof of the Building

Schedule F

[Common Expenses]

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the property as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the drive way when necessary.

5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the property.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Office Space) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming part of the Project.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Association may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the Building(s) or Common Areas or any part thereof excepting in so far as the same are the responsibility of the individual Allottee(s) / occupiers of the Project.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to any individual Allottees/occupier of Project.

15. Generally managing and administering the development and protecting the amenities in the Project and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any of the occupants of the Project.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the Project.
18. Insurance of fire fighting appliances and other equipment for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Association may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Association it is reasonable to provide.
21. In such time to be fixed annually as shall be estimated by the Association (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this Schedule to be or expected to be incurred at any time.
22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Association and shall only be applied in accordance with unanimous or majority decision of the members of the Association and with the terms of this Schedule.

23. The Allottees (s) under the scope of these presents undertakes to reimburse and / or pay the proportionate charges towards the diesel expenses for providing substitute backup for electricity in the form of generator services to the extent of such proportionate KVA load allocated and / or taken by the Allottee(s) herein in respect of their unit in the Project and such expenses incurred shall be reflected and / or incorporated in a separate bill which shall be raised on every English calendar month. In the event if any Allottees make a default in making such payment for consecutive two months in such a situation the Association shall have the unfettered right to withdraw such facility without giving any prior notice or intimation whatsoever. Be it further stated herein that these charges shall have to be borne by the Allottee(s) herein over and above the monthly maintenance charges.

Schedule G

[Common Rules]

As from the date of possession of the Unit, the Allottee(s) agrees and covenants-

- (a) To co-operate with the other Allottee(s)/Developer and the Association in the management and maintenance of the Project.
- (b) To observe the rules framed from time to time by the Developer and upon the formation of the Association by such Association.
- (c) To use the Unit for commercial and/or other lawful purposes and not for any illegal and/or immoral purposes whatsoever or for purposes not allowed under this document.
- (d) To allow the Developer to install Neon Signs or other forms of branding for displaying its brand name and logo on the ultimate roof or on the facade or terrace of the building or at the main entrance of the Project/building/said property or a portion of the boundary wall and the Allottee(s) hereby consents and waives all rights to enable the Developer to put up such neon sign, and agrees not to raise any objection or claim whatsoever. The Developer shall be entitled to use the lifts, stair

case, common parts and portions for the purpose of erection, repair and replacement of such neon signs.

- (e) Observe and perform all the terms, covenants and conditions contained in the Lease Deed as if they were incorporated in these presents and not to commit breach of or do any act contrary to any of the terms, covenants and conditions stated therein
- (f) To allow the Developer/Association with or without workmen to enter into the Unit for the purpose of maintenance and repairs but only with 48 hours prior notice in writing to the Allottee (s).
- (g) To pay and bear the common expenses and other outgoings and expenses since the date of possession (including deemed possession date) and also the rates and taxes for the Unit and proportionately for the Building(s) and Common Areas and/or to make deposits on account thereof in the manner mentioned hereunder to the Developer and upon the formation of the Association to such Association. Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the Unit has been taken or not by the Allottee(s). The said amounts shall be paid by the Allottee(s) without raising any objection thereto regularly and punctually within 72 hours to the Developer and upon formation of the Association to such Association.
- (h) To deposit the amounts reasonably required with the Developer and upon the formation of the Association with such Association towards the liability for rates and taxes and other outgoings with respect to the Common Areas and Building(s).
- (i) To pay charges for electricity in or relation to the Unit wholly and proportionately relating to the Common Areas.
- (j) Not to subdivide the Unit or any portion thereof.
- (k) Not to do anything or prevent the Developer from making further or additional legal constructions within 8 A.M. to 6 P.M. within any working day notwithstanding any temporary disruption in the Allottee(s) enjoyment of the Unit.

- (l) To maintain or remain responsible for the structural stability of the Unit and not to do anything which has the effect of affecting the structural stability of the Building.
- (m) Not to do or cause anything to be done in or around the Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the Unit or any Unit adjacent to the Unit or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- (n) Not to damage demolish or cause to damage or demolish the Unit or any part thereof or the fittings and fixtures affixed thereto.
- (o) Not to close or permit the closing of verandahs or lounges or balconies and 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 lounge or any external walls or the fences of external doors and windows including grills of the Unit which in the opinion of the Developer differs from the colour Scheme of the building or deviation or which in the opinion of the Developer may affect the elevation in respect of the exterior walls of the Building.
- (p) Not to install grills the design of which has not been suggested and approved by the Architect.
- (q) Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the Unit or any part of the Building or the Project or cause increased premium to be payable in respect thereof.
- (r) Not to make in the Unit any structural additional and/or alterations such as beams columns partition walls etc or improvements of a permanent nature except with the prior approval in writing of the Developer/Association and with the sanction of the authorities concerned as and when required.
- (s) Not to use the Unit or permit the same to be used for any purposes except for commercial and lawful purposes and shall not use for the purpose which may or is likely to cause nuisance or annoyance to Allottee(s) /occupiers of the other portions

of the said building or buildings to the occupiers of the neighbouring premises or for any illegal or immoral purpose whatsoever.

- (t) Not to keep in the open parking place anything other than private motor car or motor cycle and shall not raise or put up any kutchra or pucca constructions grided wall or enclosure 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 permitted.
- (u) Not to use or permit to be used the allocated Garage/car parking space for any other purpose whatsoever other than parking of its own car/cars.
- (v) Not to park car on the pathway or open spaces of the building at any other place except the space allotted to them and shall use the pathways as would be decided by the Developer.
- (w) To abide by such building rules and regulations as may be made applicable by the Developer before the formation of the Association and after the Association is incorporated to comply with and/or adhere to the building rules and regulations of such Association.
- (x) **HOUSE RULES:**
 - (1) The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Unit in the Building.
 - (2) The Allottees shall not make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. The Allottees shall play upon or suffer to be played upon musical instrument or permit to be operated a phonograph or radio or television loud speaker which shall disturb or annoy other occupants of the Building. The Allottees shall not give vocal or instrumental instruction at any time in order to reduce sound emanating from any Unit.

- (3) Each Allottees shall keep his Unit in a good state of preservation and cleanliness and shall not throw or permit to be thrown therefrom or from the doors, windows, terraces, balconies thereof any dirt or other substances.
- (4) No article shall be allowed to be placed in the halls or on the staircase landings or fire towers nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Developer/Association.
- (5) No shades awnings, window guards, ventilators or air conditioning devises shall be used in or about the Building excepting such as shall have been approved by the Developer/Association.
- (6) No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the Building except such as shall have been approved by the Developer/Association nor shall anything be projected out of any window of the Building. The Allottee(s) shall be entitled to put name plate/signages in the place dedicated and allotted by the Developer.
- (7) Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of water-closets or apparatus shall be paid for by the delinquent Allottees in whose space it shall have been caused.
- (8) 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 owners and/or occupiers of the said residential complex.
- (9) No radio or television aerial shall be attached to or hung from the exterior of the Building.
- (10) Garbage and refuse from the Unit shall be deposited in such place only in the Building and at such time and in such manner as the Developer/Association may direct.

- (11) No vehicle belonging to an Allottees or guest, sub-tenant or employee of an Allottees shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Building by another vehicle.
- (12) These house rules may be added to, amended or repealed at any time by the Developer and after its formation by the Association.
- (13) Until formation of the Association the Developer shall manage and maintain the Project subject to Allottees/occupiers regularly and punctually making payment of the maintenance charges .
- (14) The Allottee(s) agrees that:
 - (a) Allottee(s) shall pay regularly and punctually within 7th day of every month and month by month the Common Expenses at such rate as may be decided by the Developer/Association to be payable from the date of possession (including deemed possession) to the Developer and upon its formation to the Association without any abatement or demand.
 - (b) The proportionate amount payable by the Allottees for the common expenses shall be decided by the Association from time to time and the Allottees shall be liable to pay all such expenses wholly if it relates to the Allottees's Unit only and proportionately for the Building as a whole. The statement of account of the apportionment of the charges as prepared by the Association shall be conclusive and final. The Allottee(s) shall not be entitled to dispute or question the same provided that the billing is reasonable.
 - (c) After the formation of the Association the Allottee(s) shall pay such amounts for the aforesaid purpose as may be fixed and determined by the Association.
 - (d) So long as the Unit is not separately mutated and separated, the Allottees shall pay the proportionate share of all rates and taxes

assessed on the whole Premises including the charges for loss of electricity while in transmission to the Allottees from the date of possession. Such proportion is to be determined by the Developer on the basis of the area of such Unit.

- (e) If the Allottees fails to pay the aforesaid expenses or part thereof within time as stated in (a) above, the Allottees shall be liable to pay interest at the rate of 2% per month and further that if any interest remains unpaid for sixty (60) days, the Developer or upon formation of Association such Association shall be at liberty to disconnect and/or suspend all common services attached to the Unit of the Allottees such as water supply, electricity connection, use of lifts, central antenna, etc. till such dues with interest are paid and shall also be liable to pay the common expenses for such suspension period as well as reconnection charges.

Schedule H

[Mutual Easements]

The under mentioned rights easements and quasi easements privileges of the Allottee(s) to be enjoyed along with other co-occupiers.

- i. The Allottee(s) shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the Said Unit or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING UNTO THE Association the rights easements quasi easements privileges and appurtenances.
- ii. The right of access and passage in common with the Association and/or the Allottees and occupiers of the Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, lifts and electrical installations and all other covered common areas installations and facilities in the Building and the Premises.

- iii. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said Unit with or without vehicles over and along the drive-ways and pathways excepting area which are reserved and PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Allottee(s) or any person deriving title under the Allottee(s) or the servants, agents, employees and invitees of the Allottee(s) to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the Allottees and the Association along such drive way and path ways as aforesaid.
- iv. The right of support shelter and protection of the Said Unit by or from all parts of the Building so far they now support shelter or protect the same.
- v. The right of passage in common as aforesaid electricity water and soil from and to the Said Unit through pipes drains wires and conduits lying or being in under through or over the Building and the Premises so as far as may be reasonable necessary for the beneficial occupation of the Said Unit and for all purposes whatsoever.
- vi. The right with or without workmen and necessary materials for the Allottee(s) to enter from time to time upon the other parts of the Building(s) and the Premises for the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing repainting or cleaning any parts of the Said Unit in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving twenty four hours' previous notice in writing of its intention so to enter to the Allottees and occupiers of the other spaces and portion of the Building(s).

IN WITNESS WHEREOF the parties hereinabove have set their respective hands and assigned this Agreement for Sale at Kolkata in the presence of attesting witness, signing as such on the day month and year first above written:

SIGNED AND DELIVERED by the

Within named Owner/s at Kolkata

In the presence of:

SIGNED AND DELIVERED by the

Within named Developer at Kolkata

In the presence of:

SIGNED AND DELIVERED by the

Within named Allottees at Kolkata

In the presence of:

SKIES ENCLAVE LLP
