

Agreement for Sale

This Agreement for Sale ("**Agreement**") executed on this day [●] of [●], 2023

BY AND BETWEEN

Luxmi Portfolio Limited (CIN - U01405WB2008PLC126077, PAN: AABCL4737H), a company within the meaning of the Companies Act, 2013, having its registered office at Kishore Bhavan, 17 R.N. Mukherjee Road, Kolkata 700001 and its corporate office at Kishore Bhavan, 17 R.N. Mukherjee Road, Kolkata 700001, represented by its authorised signatory [●] (**PAN: [●], Aadhaar No.: [●]**), son of [●], residing at [●], Police Station [●], Post Office [●], Pin [●], authorized *vide* Board resolution dated [●] ("**Promoter**") (which expression shall unless repugnant to the context and meaning thereof be deemed to mean and include its successor-in-interest, and assigns) of the **FIRST PART**;

AND

- (1) **GOSSAINPUR REAL ESTATE PRIVATE LIMITED (CIN: [●], PAN: AACCG9288M)**, a company within the meaning of the Companies Act, 2013, having its registered office at 81, Raja Basanta Roy Road, Kolkata – 700029, **AND/OR**
- (2) **BAGDOGRA REALTORS PRIVATE LIMITED (CIN: [●], PAN: AAECB2021R)**, a company within the meaning of the Companies Act, 2013, having its registered office at 51D, Gariahat Road, Flat No. 307, Kolkata – 700019, **AND/OR**
- (3) **BALASON REALTORS PRIVATE LIMITED (CIN: [●], PAN: AAECB2020Q)**, a company within the meaning of the Companies Act, 2013, having its registered office at 81, Raja Basanta Roy Road, Kolkata – 700029, **AND/OR**
- (4) **HILLCART REALTORS PRIVATE LIMITED (CIN: [●], PAN: AACCH4635H)**, a company within the meaning of the Companies Act, 2013, having its registered office at 27A Raipu Road, Mondal Para, Kolkata – 700047, **AND/OR**
- (5) **WINDSTAR REALTORS PRIVATE LIMITED (CIN: [●], PAN: AABCW1111E)**, a company within the meaning of the Companies Act, 2013, having its registered office at Kishore Bhawan, 17 R. N. Mukherjee Road, Kolkata – 700001, **AND/OR**
- (6) **RUPSING REALTORS PRIVATE LIMITED (CIN: [●], PAN: AADCR7129R)**, a company within the meaning of the Companies Act, 2013, having its registered office at Bengal Intelligent Park, Ground Floor, Beta Building, Block – EP and GP, Sector – V, Electronics Complex, Kolkata – 700091,

hereinafter collectively referred to as the "**Land Owner(s)**", represented by its/their duly constituted attorney **LUXMI PORTFOLIO LIMITED**, a company within the meaning of the Companies Act, 2013, having its registered office at Kishore Bhawan, 17 R.N. Mukherjee Road, Kolkata 700001, by virtue of registered Power of Attorneys, represented by its authorized signatory [●] (**PAN: [●], Aadhaar No.: [●]**), son of [●], residing at [●], Police Station [●], Post Office [●], Pin [●] (which expression shall unless excluded by the context and meaning thereof, be deemed to mean and include its successor-in-interest and assigns) of the **SECOND PART**;

AND

[If the Allottee is a company]

[●] (CIN: [●], PAN: [●]), a company within the meaning of the Companies Act, 2013, having its registered office at [●], represented by its authorised signatory [●] (PAN: [●], Aadhaar no. [●]), son of [●], residing at [●], Police Station [●], Post Office [●], Pin [●], duly authorized *vide* Board resolution dated [●] (“Allottee”) (which expression shall unless repugnant to the context and meaning thereof be deemed to mean and include its successor-in-interest, and assigns) of the **THIRD PART**.

[OR]

[If the Allottee is a partnership firm]

[●] (PAN: [●]), a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at [●], represented by its authorized partner [●] (PAN: [●], Aadhaar No. [●]), son of [●], residing at [●], Police Station [●], Post Office [●], Pin [●], duly authorized *vide* [●] dated [●] (“Allottee”) (which expression shall unless repugnant to the context and meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner and his/her/their permitted assigns) of the **THIRD PART**.

[OR]

[If the Allottee is an LLP]

[●] (LLPIN: [●], PAN: [●]), a limited liability partnership firm incorporated under the Limited Liability Partnership Act, 2008, having its principal place of business office at [●], represented by its authorized partner [●] (PAN: [●] and Aadhaar No. [●]), son of [●], residing at [●], Police Station [●], Post Office [●], Pin [●], duly authorized *vide* [●] dated [●] (“Allottee”) (which expression shall unless repugnant to the context and meaning thereof be deemed to mean and include its successors-in-interest and permitted assigns) of the **THIRD PART**.

[OR]

[If the Allottee is an individual]

[●] (PAN: [●], Aadhaar No.: [●]), son / daughter of [●], residing at [●], Police Station [●], Post Office [●], Pin [●] (“Allottee”) (which expression shall unless repugnant to the context and meaning thereof be deemed to mean and include his/her heirs, executors, representatives, administrators, successors and permitted assigns) of the **THIRD PART**.

[OR]

[If the Allottee is a HUF]

[●] (PAN: [●], Aadhaar No. [●]), son of [●] for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF (PAN No.: [●]), having its place of business /residence at [●], Police Station [●], Post Office [●], Pin [●] (“Allottee”) (which expression shall unless repugnant to the context and meaning thereof be deemed to mean and include his heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

(Please insert details of other Allottee(s) in case of more than one Allottee)

The Promoter, Land Owner(s) and Allottee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

DEFINITIONS:

For the purpose of this Agreement, under the context otherwise requires:

- a) “Act” means the West Bengal Real Estate (Regulation and Development) Act, 2016;
- b) “Authority” shall mean the West Bengal Real Estate (Regulation and Development Authority constituted under the provisions of West Bengal Real Estate (Regulation and Development) Act, 2016;
- c) “Rules” means the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the West Bengal Real Estate (Regulation and Development) Act, 2016;
- d) “Regulations” means the Regulations made under the West Bengal Real Estate (Regulation and Development) Rules, 2021; and
- e) “Section” means a section of the Act.

WHEREAS

- A. The Land Owners are the absolute and lawful owners of land admeasuring approximately 114.4 (one hundred fourteen point four) acres comprised in Mouza Rupsing and 10.33 (ten point three three) acres (after segregation of 5.67 acres of land for which there are some disputes and specifically excluded from the master plan) comprised in Mouza Bairatisal, collectively admeasuring 124.73 (one hundred and twenty-four point seventy three) acres, Police Station Matigara / Naxalbari, District Darjeeling and more particularly described in **Schedule 1** hereunder. The details of aforesaid lands are as follows:
 - (i) an area admeasuring about 20.07 acres in Mouza Rupsing and about 3.88 acres in Mouza Bairatisal and more particularly described in **Part A of Schedule 1** is held by Rupsing Realtors Pvt. Ltd.;

- (ii) an area admeasuring about 23.68 acres in Mouza Rupsing and more particularly described in **Part B of Schedule 1** is held by Gossainpur Real Estates Pvt. Ltd.; and
- (iii) an area admeasuring about 22.84 acres in Mouza Rupsing and more particularly described in **Part C of Schedule 1** is held by Hillcart Realtors Pvt. Ltd.;
- (iv) an area admeasuring about 22.39 acres in Mouza Rupsing and more particularly described in **Part D of Schedule 1** is held by Bagdogra Realtors Pvt. Ltd.;
- (v) an area admeasuring about 15.49 acres in Mouza Rupsing and about 2.12 acres in Mouza Bairatisal and more particularly described in **Part E of Schedule 1** is held by Balason Realtors Pvt. Ltd.;
- (vi) an area admeasuring about 9.93 acres in Mouza Rupsing and about 4.33 acres in Mouza Bairatisal and more particularly described in **Part F of Schedule 1** is held by Windstar Realtors Pvt. Ltd.;

all of which are collectively referred to as the “**Owned Lands**” and individually as the “**Owned Land**”.

- B. The Promoter and the Land Owners have entered into various development agreements, whereby the Land Owner(s) have granted the exclusive right of development in respect of the Owned Lands. Details of the said development agreements are as follows:

Sl. No.	Land Owners	Date	Registration Details	Area (in acres)	Land Details
1.	Bagdogra Realtors Pvt Ltd	27.11.2013	Office of the A.R.A III, Kolkata, in Book No. 1, Volume No. 10, Pages 6217 to 6261, having Deed No. I-05225 of 2013	2404.30	JL No. 95, L.R. Khatian No. 1138, Mouza Rupsing, Police Station Naxalbari, District Darjeeling

Sl. No.	Land Owners	Date	Registration Details	Area (in acres)	Land Details
2	Balason Realtors Pvt Ltd	27.11.2013	Office of the A.R.A III, Kolkata, in Book No. 1, Volume No. 10, Pages 6317 to 6362, having Deed No. I-05224 of 2013	2111.45	JL No. 95, L.R. Khatian No. 1164, Mouza Rupsing, Police Station Naxalbari, District Darjeeling And JL No. 70, L.R. Khatian No. 6153, Mouza Bairatisal, Police Station Matigara, District Darjeeling
3	Gossain pur Real Estate Pvt Ltd	27.11.2013	Office of the A.R.A III, Kolkata, in Book No. 1, Volume No. 10, Pages 6171 to 6216, having Deed No. I-05223 of 2013	2368.00	JL No. 95, L.R. Khatian No. 960, Mouza Rupsing, Police Station Naxalbari, District Darjeeling
4	Hillcart Realtors Pvt Ltd	29.11.2013	Office of the A.R.A III, Kolkata, in Book No. 1, Volume No. 10, Pages 6128 to 6170, having Deed No. I-05222 of 2013	2284.00	JL No. 95, L.R. Khatian No. 1115, Mouza Rupsing, Police Station Naxalbari, District Darjeeling

Sl. No.	Land Owners	Date	Registration Details	Area (in acres)	Land Details
5.	Rupsing Realtors Pvt Ltd	04.01.2014	Office of the A.R.A III, Kolkata, in Book No. 1, Volume No. 10, Pages 344 to 387, having Deed No. I-00016 of 2014	2403.00	JL No. 95, L.R. Khatian No. 933, Mouza Rupsing, Police Station Naxalbari, District Darjeeling And JL No. 70, L.R. Khatian No. 2602, Mouza Bairatisal, Police Station Matigara, District Darjeeling
6.	Windstar Realtors Pvt Ltd	29.11.2013	Office of the A.R.A III, Kolkata, in Book No. 1, Volume No. 10, Pages 6273 to 6316, having Deed No. I-05226 of 2013	1470.10	JL No. 95, L.R. Khatian No. 1283, Mouza Rupsing, Police Station Naxalbari, District Darjeeling And JL No. 70, L.R. Khatian No. 6154, Mouza Bairatisal, Police Station Matigara, District Darjeeling

- C. Pursuant to execution of duly registered development agreements entered between the Promoter and the Land Owners, the Promoter is entitled to and is competent to develop, market and sell plots in the complex named as “**Uttora Township**”, proposed to be developed by the Promoter on the Owned Lands and the Promoter is further entitled to receive monies, give receipts, execute conveyance, other documents etc. on behalf of the Land Owner(s), as may be necessary and expedient to give effect to the aforesaid purpose;
- D. Out of the Owned Lands, land admeasuring [•] acres more or less comprised in L.R. Dag Nos. 206, 208/804, 211, 212, 213, 215, 216, 217, 218, 219, 220, 234, 233, 235, 236, 237, 238, 239, 240, 242, 243, 244, 245, 246, 269,272, 299, 300, 301, 302, 303,

304, 305, 306, 307, 308, 309, 310 and 311 in Rupsing Mouza within the jurisdiction of Lower Bagdogra Gram Panchayat, Police Station Bagdogra, District Darjeeling; has been earmarked for this project namely Uttora Phase M1 (“**Project**”) and more particularly described in **Part G of Schedule 1** hereunder written (“**Said Land**”);

- E. The Naxalbari Panchayat Samity and Matigara Panchayat Samity has approved the plan for development of the Project on the Said Land on 29.01.2019 vide sanction bearing no. 94/Plan/NPS, on 20.06.2022 vide sanction bearing No. Nil and on 26.02.2019 vide sanction bearing no. 2820/MPS/Planning hereinafter referred to as (“**Said Plan**”). The Promoter agrees and undertakes that it shall not make any changes in the Said Plan except in strict compliance with Section 14 of the Act and other laws as applicable;
- F. The Promoter has obtained registration of the Project from Authority under the provisions of the Act, having registration number [●] and the said registration is valid till [●];
- G. The Purchaser being satisfied with the right, title and interest of each of the Land Owner(s) and the Promoter over the Said Land, had applied for allotment of a plot in the Project. Pursuant to such application, the Promoter agreed to provisionally allot to the Purchaser Plot No. [●] in the Project, and of pro rata share in the right to use the common areas of the Uttora Township (“**Common Areas**”), more particularly described in **Schedule 4** below (hereinafter referred to as the “**Plot**”, morefully and particularly described in **Schedule 2** written hereunder) through its letter No. [●] dated [●] (“**Allotment Letter**”) and General Terms and Conditions (“**GTC**”) No. [●], which were duly accepted by the Purchaser;
- H. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be developed have been completed;
- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, modifications, etc., applicable to the Project;
- K. 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; and
- L. In acceptance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Plot as specified in Recital G above.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Land Owner(s) and the Promoter agree to sell to the Allottee and the Allottee hereby agrees to purchase, the Plot as specified in Recital G.
- 1.2 The total price for the Plot based on the land area is INR [●] (Indian Rupees [●] only) (“**Total Price**”).

The details of the Total Price for the Plot are as below:

Plot Number:		Plot Type:		Area:	
Rate per Cottah:	[●]		Total Plot Value:		[●]
***Electrical Input Charge:	[●]	***Water Input Charge:	[●]	Taxes applicable on the date of this Agreement):	(As [●]
Total Price (in INR): [●] (Indian Rupees [●]) only.					

*** Actual expenses charged will be deducted and balance amount will be refunded. Taxes will be applicable as per the provisions of the applicable act.

Explanations:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Plot;
- (ii) The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of GST, cess or any other similar taxes which may be levied in connection with the development of the Project payable by the Promoter) up to the date of handing over of possession of the Plot to the Allottee after due completion of the development works. The Taxes are calculated at the rate applicable as on the date of this Agreement. However, in case of any change in the rate of taxes at the time of payment, the revised amount shall be payable by the Allottee;

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

Provided further that if there is any increase in the taxes after the scheduled date of completion has expired, including the extension of registration, if any, or payment of dues by the Allottee, such increase shall not be charged to the Allottee.

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amounts payable as stated in the Payment Plan (as defined herein below) and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ levies etc. have been imposed or become effective;
 - (iv) The Total Price includes recovery of price of the land, development of the Plot and the Common Areas, internal development charges, external development charges, taxes, electrical connectivity to the Plot, water input charges, maintenance charges etc., and includes cost for providing all other facilities, amenities and specifications to be provided within the Plot and the Project.
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/ or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall also include extension of registration, if any, granted to the said Project by the Authority as per the Act, the same shall not be charged from the Allottee;
- 1.4 The Allottee shall make the payment as per the payment plan set out in **Schedule 3** ("**Payment Plan**");
- 1.5 Over and above the Total Price (as defined in Clause 1.2 above), the Allottee shall be liable to make payment of restoration charges, interim maintenance charges, documentation charges, society formation deposit, maintenance security deposit, registration/stamp duty (collectively referred as "**Extra Charges and Deposits**") as stated in the Payment Plan as per **Schedule 3** herein below and the Allottee shall make payment of the same together with the applicable taxes, as demanded by the Promoter within the time and in the manner specified therein;

- 1.6 It is agreed that the Promoter shall not make any additional and alterations in the sanctioned plans, layout plan and specifications (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Plot, without the previous written consent of the Allottee as per the provisions of the Act;

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act, upon payment of applicable charges for such addition or alteration by the Allottee.

- 1.7 Subject to Clause 9.3 below, the Promoter agrees and acknowledges, that the Allottee shall have the right to the Plot as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Plot;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas.

Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of common expenses in relation to the Project including the maintenance charges ("**Maintenance Charges**") (more fully and particularly mentioned and described in **Schedule 6** hereunder written). It is clarified further such undivided share of land cannot be used under any circumstances for any commercial purpose other than those approved by the Promoter on the request of all allottees jointly;

- (iii) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his/her/their/its Plot, as the case may be.

- 1.8 It is agreed that the Project is an independent, self-contained project covering the Said Land and is not a part of any other project or zone and shall not form a part of and/or linked combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the allottees of the Project;

- 1.9 The Promoter agrees to pay all outgoing before transferring the physical possession of the plots to the allottees, which it has collected from the allottees, for the payment of outgoings (including land cost, ground rent, local taxes, charges for water and 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). However, the

Promoter shall not be liable for any retrospective changes of any such charge which has not been collected from the Allottee at the time of allotment. If the Promoter fails to pay all or any of the outgoings collected by it from the allottees or any liability, before transferring the plots to the allottees, the Promoter agrees to be liable even after the transfer of the Plot, to pay such outgoings and penal charges, if any, to the authority or person to whom it is payable and be liable for the cost of any legal proceedings which may be taken thereof by such authority or person;

- 1.10 The Allottee has paid a sum of INR [●] (Indian Rupees [●] only) as booking amount being part payment towards the Total Price of the Plot at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Plot as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein. Provided that and subject to Clause 9.3 of this Agreement, if the Allottee delays in payment towards any amount which is payable, he/she/they/it shall be liable to pay interest at the rate equivalent to prime lending rate of the State Bank of India (as applicable on such date) plus 2% (two percent) per annum; and
- 1.11 Since some of the utilities/amenities are linked to the occupancy of the Plot for building residential property, it is presumed that the Allottee shall construct house/building on the Plot for residential purpose within 3 (three) years from the date of execution of the conveyance deed. In case of failure by the Allottee to do the same, the Promoter reserves the right to charge a service charge of INR [●] (Indian Rupees [●]) per cottah per year for maintenance of the Plot.

2. **MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c payee local cheque/ pay order/ demand draft/RTGS/NEFT/ Swift transfer (as applicable), exclusively from the bank account whose details have already been provided to the Allottee together with the application form for the allotment of the Plot, in favour of **Luxmi Portfolio Limited**, Punjab National Bank, Hill Cart Road Branch, account no.: 0444002100034657, IFSC Code: PUNB0044400.

3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES**

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (“**FEMA**”), Reserve Bank of India (“**RBI**”) 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 Promoter with such permissions, approvals which would enable the Promoter to fulfil 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 FEMA or the statutory

enactments or amendments thereof and the rules and regulations of the RBI or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her/their/its part to comply with the applicable guidelines issued by the RBI , he/she/they/it shall be liable for any action under the FEMA or other laws as applicable, as amended from time to time; and

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

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS**

The Allottee authorizes the Promoter to adjust and appropriate all payments made by him/her/them/it under any head(s) of dues against lawful outstanding of the Allottee against the Plot, if any, in his/her/their/its name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her/their/its payments in any manner.

5. **TIME IS ESSENCE**

Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Plot to the Allottee . Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her/them/it and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Payment Plan.

6. **DEVELOPMENT OF THE PROJECT**

The Allottee has reviewed the Said Plan, amenities and facilities of the Project and accepted the Payment Plan and the amenities and facilities which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the Said Plan, amenities and facilities, subject to the terms in this Agreement. The Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the applicable laws of West Bengal. The Promoter 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 Promoter shall constitute a material

breach of the Agreement. The Allottee expressly agrees that he/she/they/it do not have any objection to the Promoter expanding the Project in future beyond the existing master plan, whether by itself or with any other partner organization in any manner as it deems fit.

7. POSSESSION OF THE PLOT

- 7.1 **Schedule for possession of the said Plot:** The Promoter agrees and understands that timely delivery of possession of the Plot to the Allottee is the essence of the Agreement. The Promoter based on the approved plans and specifications, assures to hand over possession of the Plot on or before 31 December 2023, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Plot.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 (forty five) days from that date. The Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she/they/it shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession:** The Promoter, upon obtaining the occupancy certificate from the competent authority upon due completion of the development of the Project including the Plot as per the terms of this Agreement, shall offer in writing the possession of the Plot to the Allottee, in terms of this Agreement, to be taken within 3 (three) months from the date of issuance of the said intimation and the Promoter shall give the possession of the Plot to the Allottee. Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be executed by the Promoter and the Allottee within 3 (three) months from the date of handing over the ready and complete possession of the Plot to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the Maintenance Charges as determined by the Promoter or the Facility Maintenance Company ("**FMC**") to be so engaged by the Promoter or the Maintenance Body to be formed or constituted by the plot owners of the Project ("**Maintenance Body**"), as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within [•] days of receiving the occupancy certificate of the Project.

7.3 **Failure of Allottee to take Possession of Plot:** Upon receiving a written intimation from the Promoter as per Clause 7.2 above, the Allottee shall take possession of the Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Plot to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2, such Allottee shall continue to be liable to pay Maintenance Charges as specified in Clause 7.2.

7.4 **Possession by the Allottee:** After due completion of the development of the Project including the Plot as per the terms of this Agreement and handing over physical possession of the Plot to the Allottee upon receiving the occupancy certificate, it shall be the responsibility of the Promoter to hand over the necessary documents and plans to the Allottee, including Common Areas of the Project, to the association of allottees or the competent authority, as the case may be, as per the local laws.

Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, to the Allottee, within 30 (thirty) days after handing over of the ready and complete possession of the Plot.

7.5 **Cancellation by Allottee:** The Allottee shall have the right to cancel this Agreement and withdraw his/her/their/its allotment in the Project as provided in the Act. Provided that where the Allottee proposes to cancel/ withdraw from the Project without any fault of the Promoter, the Promoter shall be entitled to forfeit the booking amount paid for the said allotment. The balance amount of money paid by the Allottee shall be returned by the Promoter, without any interest thereon, to the Allottee within 45 (forty five) days of such cancellation.

7.6 **Compensation:** The Promoter shall compensate the Allottee in case of any loss caused to him/her/them/it due to defective title of the Said Land, on which the Project is being developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Plot in favour of the Allottee (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of the Promoter's business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand, to the allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him/her/them/it in respect of the Plot, with interest at the rate equivalent to prime lending rate of the State Bank of India (as applicable on such date) plus 2% (two percent) per annum within 45 (forty five) days of it becoming due.

Provided that if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate equivalent to prime lending rate

of the State Bank of India (as applicable on such date) plus 2% (two percent) per annum for every month of delay, till the handing over of the possession of the Plot. This interest shall be paid by the Promoter to the Allottee within 45 (forty five) days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES

The Promoter and the Land Owner(s) hereby represent and warrant to the Allottee as follows:

- i. The Land Owner(s) have absolute, clear and marketable title of the Said Land and the Promoter has the requisite rights to carry out development upon the Said Land and absolute, actual, physical and legal possession of the Said Land for the Project;
- ii. The Promoter has the requisite rights and lawful approvals from competent authorities to carry out development of the Project;
- iii. There are no encumbrances upon the Said Land or the Project;
- iv. There are no litigations pending before any court of law or authority with respect to the Said Land, Project or the Plot;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Land and the Plot are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the development of the Project, Said Land, Plot and Common Areas;
- vi. The Promoter and the Land Owner(s) have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. Neither the Promoter, nor the Land Owner(s) have entered into any agreement for sale or any other agreement/ arrangement with any person or party with respect to the Said Land including the Project and the said Plot which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter and the Land Owner(s) confirm that they are not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Plot to the Allottee ;

- x. The Said Land 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 Land;
- xi. The Promoter and/ or the Land Owner(s) have 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 Project to the competent authorities till handing over peaceful and vacant possession of the Plot to the Allottee;
- 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 Land) has been received by or served upon the Promoter or the Land Owner(s) in respect of the Said Land and/or the Project; and
- xiii. That the Said Land is not Waqf Property.

The representations, warranties and covenants of the Allottee are detailed in **Schedule 5** below.

9. EVENTS OF DEFAULT AND CONSEQUENCES

- 9.1 Subject to any Force Majeure event, the Promoter shall be considered to be in default, in the following events:
 - 9.1.1 The Promoter fails to provide possession of the usable Plot to the Allottee within the time period mentioned 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, 'usable' shall mean that the Plot shall be in a usable condition which is developed in all respects including the provision of all amenities and facilities, as agreed to among the Parties;
 - 9.1.2. Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his/her/their/its registration under the provisions of the Act or the Rules or Regulations made thereunder or the Promoter being declared insolvent by any statutory authority under applicable laws;
- 9.2 In case of default by Promoter as specified in Clause 9.1 above, Allottee shall be entitled to the following:
 - 9.2.1 Stop making further payments to the Promoter as demanded by the Promoter unless the Promoter cures the situation by completing the development milestones and only thereafter the Allottee be required to make the further payments without any interest;

- 9.2.2 The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Plot, along with interest at the rate equivalent to prime lending rate of the State Bank of India (as applicable on such date) plus 2% (two percent) per annum within 45 (forty five) days of receiving the termination notice.

Provided that where an allottee does not intend to withdraw from the Project or terminate the Agreement, he/she/they/it shall be paid, by the Promoter, interest at the rate equivalent to prime lending rate of the State Bank of India (as applicable on such date) plus 2% (two percent) per annum for every month of delay till the handing over of the possession of the Plot, which shall be paid by the Promoter to the Allottee within 45 (forty five) days of it becoming due; or

- 9.2.3 The Allottee shall have the option to receive an alternative plot with similar details forming part of the Project, as may be offered by the Promoter, subject to adjustment in the Total Price, if any.

- 9.3 The Allottee shall be considered under a condition of default, on the occurrence of the following events and the consequences of the same shall be as below:

- 9.3.1 In case the Allottee fails to make payment for consecutive demands made by the Promoter as per the Payment Plan within the due date, despite having been issued notice in that regard, the Allottee shall be liable to pay interest at the rate equivalent to prime lending rate of the State Bank of India (as applicable on such date) plus 2% (two percent) per annum on the unpaid amount as per the Payment Plan within 45 (forty five) days of such due date along with such unpaid amount, to the Promoter.

- 9.3.2 In case such failure to pay on the part of the Allottee continues for a period of 45 (forty five) days, the Promoter may at its sole discretion cancel the allotment of the Plot by giving a written notice of 30 (thirty) days to the Allottee, and refund the amount paid to the Promoter by the Allottee, after deducting the booking amount being INR [●] (Indian Rupees [●]) only and the interest liabilities on the unpaid amount till such date. In the event of such cancellation, the Allottee will have no right, title, lien, claim or demand whatsoever in respect of the Plot. This Agreement shall thereupon stand terminated. In this regard, refund by the Promoter shall be considered to be complete when such refund is made to the account of the first/sole Allottee, as per the bank details provided by the Allottee along with the application form for the allotment of the Plot.

10. CONVEYANCE OF THE SAID PLOT

The Promoter, on receipt of Total Price together with the Extras and Deposits relating to the Plot as per the Payment Plan as detailed in **Schedule 3** of this Agreement, from the Allottee, shall execute and register a conveyance deed and convey the title of the Plot together with proportionate indivisible share in the Common Areas within 3

(three) months from the date of handing over of the ready and complete possession of the Plot, to the Allottee.

Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 (three) months from the date of handing over of the ready and complete possession of the Plot, to the Allottee. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her/their/its favour till payment of stamp duty and registration charges to the appropriate authority and other charges as applicable to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE SAID PLOT/PROJECT:

11.1 The Promoter shall be responsible for providing and maintaining essential services in the Project. The cost of such maintenance till the time the Plot is handed over to the Allottee or is ready for possession by the Allottee has been included in the Total Price of the Plot.

11.2 Post delivery of the possession of the Plot to the Allottee or the date of deemed possession of the Plot (ready for possession date) if the Allottee fails to maintain the Plot, the Promoter at its own discretion may carry out cleaning and other activities without reference to the Allottee and recover such cost as it may deem fit for such maintenance activities.

12. DEFECT LIABILITY

The Allottee may, within a period of 5 (five) years from the date of possession, bring to the notice of the Promoter any defect in the Common Areas more fully described in **Part A of Schedule 4**, by way of a written notice served to the Promoter. The Promoter shall be liable to rectify the same without further charge, within 30 (thirty) days of such notice. In the event of Promoter's failure to rectify such defects within such time, the aggrieved allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT OF THE ALLOTTEE TO USE COMMON AREAS SUBJECT TO PAYMENT OF MAINTENANCE CHARGES

The Allottee hereby agrees to purchase the Plot on the specific understanding that his/her/their/its right to the use of Common Areas shall be subject to timely payment of Maintenance Charges, as determined and thereafter billed by the Promoter or the FMC or the Maintenance Body and performance by the Allottee of all his/her/their/its obligations in respect of the terms and conditions specified by the Promoter or the FMC or the Maintenance Body, as the case may be, from time to time.

14. RIGHT TO ENTER THE PLOT FOR REPAIRS

The Promoter or the FMC or the Maintenance Body shall have the right of unrestricted access of all Common Areas or other parts of the Project for providing necessary maintenance services. The Allottee agrees to permit the Promoter or the FMC or the Maintenance Body to enter into the Plot or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. **USAGE**

The service areas, if any, as located within the Uttora Township including the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks etc. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Promoter or the FMC or the Maintenance Body for rendering maintenance services.

16. **COMPLIANCE WITH RESPECT TO THE PLOT**

16.1 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Plot at his/her/their/its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Project or the Plot or the Common Areas which may be in violation of any laws or rules of any authority or change or alter or make additions to the Plot and keep the same in good and tenable repair and maintain the same in a fit and proper condition and ensure that the no part of the Project is, in any way damaged or jeopardized.

16.2 The Allottee further undertakes, assures and guarantees that he/she/they/it would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. On anywhere on the exterior of the Project or Common Areas. Further the Allottee shall not store any hazardous or combustible goods in the Plot.

16.3 The Allottee shall plan and distribute his/her/their/its electrical load in conformity with the electrical systems installed by the Promoter or the FMC or the Maintenance Body. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

In addition to the above and in consideration of the nature of the Project, the representations and warranties ("**Representations of the Allottee**") and covenants of the Allottee ("**Covenants of the Allottee**"), as mentioned in **Schedule 5** below shall perpetually run with the Project including the Plot. The Allottee agrees, accepts and confirms that the same shall bind him/her/them/it and his/her/their/its successors-in-title or interest and this Agreement is based on the undertaking that the Covenants of the Allottee shall be strictly performed by the Allottee. The Allottee further agrees not to undertake any addition/alteration in the Common Areas, without the prior written permission from Promoter or their assignees.

17. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE**

The Allottee is entering into this Agreement for the allotment of a Plot with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this Project in particular. The Allottee hereby undertakes that he/she/they/it shall comply with and carry out, from time to time after the Allottee has taken over the occupation and use of the Plot, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Plot at the Allottee's own cost.

18. **ADDITIONAL CONSTRUCTIONS**

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

19. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

The Promoter shall not mortgage or create a charge on the Plot after the date of this Agreement. In case any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Plot.

20. **BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules and annexures, along with the payments due as stipulated in the Payment Plan, within 30 (thirty) days from the date of receipt by the Allottee and secondly, the Allottee must appear for registration of the same before the concerned Sub-Registrar at [•] as and when intimated by the Promoter.

If the Allottee fails to execute and deliver this Agreement to the Promoter within 30 (thirty) days from the date of its receipt by the Allottee and/or fails to appear before the Sub-Registrar for registration as and when intimated by the Promoter, the Promoter shall serve a notice to the Allottee for rectifying the default. If the default is not rectified within 30 (thirty) days from the date of its receipt by the Allottee, the application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith, including the booking amount, shall be returned to the Allottee without any interest or compensation whatsoever.

21. **ENTIRE AGREEMENT**

This Agreement, along with its schedules and annexures, 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 Plot.

22. RIGHT TO AMEND

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES

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

24. WAIVER NOT A LIMITATION TO ENFORCE

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other allottees.

24.2 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.

25. 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.

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

Wherever this Agreement stipulates that the Allottee is required to make any payment, in common with other allottee(s) in Project, the payment shall be in proportion to the area of the Plot in relation to the total area of all the plots in the Project.

27. 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 transactions contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. PLACE OF EXECUTION

The execution of this Agreement shall be completed only upon its execution by the Parties at the Promoter's office, or at some other place mutually agreed among the Parties. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the Agreement, the same shall be registered at the office of the Sub-Registrar at [●]. Hence this Agreement shall be deemed to have been executed at [●].

29. NOTICE

Any notice or communication required to be given under this Agreement shall be addressed to the addressee as given in the title of this Agreement. It must be in writing and shall be effectively served in the following ways: (i) if delivered personally, upon receipt by the intended Party; (ii) if sent by speed post with acknowledgment due card, within 72 (seventy two) hours of being sent. Any Party may change any particulars required for this clause by giving notice to the other Parties in the manner aforesaid. It may be noted that in case there are joint or multiple Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her/them/it, which shall for all intents and purposes, be considered to be properly served on all the Allottees. The Allottee must quote the Plot number as indicated in the allotment letter in all future correspondence.

30. JOINT ALLOTTEES

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

31. SAVINGS

Any application letter, allotment letter, agreement, or any other document signed by the Allottee in respect of the Plot, prior to the execution and registration of this Agreement for such Plot, shall not be construed to limit the rights and interest of the Allottee under the Agreement or under the Act or the Rules or the Regulations made thereunder.

32. GOVERNING LAW AND JURISDICTION

All the rights and obligations of the Parties hereunder or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder. This Agreement shall be governed by and construed in accordance with the laws of India.

33. DISPUTE RESOLUTION

All or any disputes arising out of, 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 under the Arbitration and Conciliation Act, 1996.

**SCHEDULE 1
PART A**

Name of Company	CIN	Mouza	Khatian No.	Total Area (in acre)
RUPSING REALTORS PRIVATE LIMITED , a company within the meaning of the Companies Act, 2013, having its registered office at Bengal Intelligent Park, Delta Building, Block – EP and GP, Sector-5, Salt Lake, Kolkata – 700091, West Bengal.	U45400WB2007PTC117356	RUPSING J. L. NO. 95	933	20.07
		BAIRATISAL J.L. No. 70	2602	3.88

PART B

Name of Company	CIN	Mouza	Khatian No.	Total Area (in acre)
GOSSAINPUR REALESTATE PRIVATE LIMITED , a company within the meaning of the Companies Act, 2013, having its registered office at 81, Raja Basanta Roy Road, Kolkata – 700029, West Bengal.	U70101WB2007PTC117515	RUPSING J. L. NO. 95	960	23.68

PART C

Name of Company	CIN	Mouza	Khatian No.	Total Area (in acre)
HILLCART REALTORS PRIVATE LIMITED , a company within the meaning of the Companies Act, 2013, having its registered office at 27A, Raipur Mondal Para Road, Jadavpur, Kolkata – 700047, West Bengal.	U70200WB2010PTC151650	RUPSING J. L. NO. 95	1115	22.84

PART D

Name of Company	CIN	Mouza	Khatian No.	Total Area (in acre)
BAGDOGRA REALTORS PRIVATE LIMITED , a company within the meaning of the Companies Act, 2013, having its registered office at 51D, Flat – 307, Gariahat Road, Ballygunj, Kolkata – 700019, West Bengal.	U70200WB2010PTC151686	RUPSING J. L. NO. 95	1138	22.39

PART E

Name of Company	CIN	Mouza	Khatian No.	Total Area (in acre)
BALASON REALTORS PRIVATE LIMITED , a company within the meaning of the Companies Act, 2013, having its registered office at 81, Raja Basanta Roy Road, Rash Behari Avenue, Kolkata – 700029, West Bengal	U70109WB2010PTC151703	RUPSING J.L. No. 95	1164	15.49
		BAIRATISAL J.L. No. 70	6153	2.12

PART F

Name of Company	CIN	Mouza	Khatian No.	Total Area (in acre)
WINDSTAR REALTORS PRIVATE LIMITED , a company within the meaning of the Companies Act, 2013, having its registered office at C/O Arya Bhandar Private Limited, 9/3A, Gariahat Road, Singhi Castle, Flat – 1A, Kolkata, PIN – 700019. West Bengal.	U70109WB2011PTC160975	RUPSING J.L. No. 95	1283	9.93
		BAIRATISAL J.L. No. 70	6154	4.33

**Part G
(Said Land)**

ALL THAT piece or parcel of land admeasuring [●] acres comprised in L.R. Dag Nos. 206, 208/804, 211, 212, 213, 215, 216, 217, 218, 219, 220, 234, 233, 235, 236, 237, 238, 239, 240, 242, 243, 244, 245, 246, 269,272, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310 and 311 in Mouza Rupsing, within the jurisdiction of Lower Bagdogra Gram Panchayat and Police Station Bagdogra, District Darjeeling, demarcated on site plan annexed hereto and marked as **Plan A** and butted and bounded as under:

ON THE NORTH : Land of [●];
 ON THE SOUTH : Land of [●];
 ON THE EAST : Land of [●]; and
 ON THE WEST : Land of [●];

**SCHEDULE 2
(Description of the Plot)**

ALL THAT piece or parcel of a Plot, being Plot No. [●] admeasuring an area [●] Cottah, comprised in L.R. Dag Nos. [●] under Mouza Rupsing (J.L. No. 95), within the jurisdiction of Lower Bagdogra Gram Panchayat, Police Station Bagdogra, District Darjeeling, as demarcated in colour Yellow in plan annexed hereto and marked as **Plan B** and butted and bounded in the following manner:

ON THE NORTH : [●];
 ON THE SOUTH : [●];
 ON THE EAST : [●]; and
 ON THE WEST : [●];

**SCHEDULE 3
(Payment Plan)**

Total Price

Payment Head	Due date	Amount (Indian Rupees)	Status
APPLICATION AMOUNT			
ALLOTMENT AMOUNT DOWN/INSTALLMENT			
*** ELECTRICAL INPUT	At Cost at the time of actual possession		Actual expenses charged will be deducted and balance

			will be refunded/recovered to/from customer. Taxes will be applicable as per provision of the applicable act.
	Taken. The value to be periodically by the company	INR [●]	
*** WATER INPUT	At Cost at the time of actual possession		Actual expenses charged will be deducted and balance will be refunded/recovered to/from customer. Taxes will be applicable as per provision of the applicable act.
	Taken. The value to be periodically by the company.	INR [●]	

Extras and Deposits

Payment Head	Due date	Amount (Indian Rupees)	Status
	Adjustable		
* RESTORATION CHARGE	@INR [●] per cottah up to 2 years from actual or deemed possession date whichever is earlier, rounded to nearest INR 100 Subject to minimum of INR 15000	INR [●]	
** SOCIETY FORMATION DEPOSIT	Actual cost of Society Formation will be considered. The amount taken as Deposit shall be adjusted towards such cost. The balance if any to be refunded to maintenance association.	INR [●]	
* INTERIM MAINTENANCE	To be paid for period up to 31/03/2024 from the date of Possession (deemed or actual whichever is earlier) @ INR [●] per cottah	INR [●]	
* DOCUMENTATION	1% of the Value of Plot or INR 25000 whichever is higher.	INR [●]	
** SECURITY DEPOSIT	2 years interim maintenance charge as per applicable rate. Can be adjusted at the discretion of the Promoter against any unpaid charges else refunded to FMC or the Maintenance Body.	INR [●]	
REGISTRATION /STAMP DUTY	As actual, to be paid to government authority	INR [●]	

*GST applicable as on date, but will depend on government notification time to time.

**Cost shall be declared by the management based on quotations obtained by the company in consultation with appropriate authority and periodically notified.

SCHEDULE 4

PART A

Common Areas

The following shall be the Common Areas , facilities and amenities of the Uttora Township :

1. **Open Space:** All green spaces with all trees, bushes, shrubs, flower beds etc. together with all areas forming an integral part of the Uttora Township, which are open to sky and not specifically marked as saleable in the master plan but does not include land earmarked specifically for any group/bulk project in the master plan.
2. **Internal Roads:** Metalled roads, finished with carpet and seal - coat cover W.B.M. including pathways (brick/concrete) paving stones, if any.
3. **Sewerage and storm water drains:** Underground sewerage network to discharge toilet waste with manholes as and where provided.
4. **Water Supply Network:** Pipe lines laid under ground to raise water from the semi-underground reservoir to roof top tanks including non potable water to be used for toilets, flush, gardening, car wash etc. as and where provided.
5. **Deep Tube wells:** Deep tube wells laid underground together with pumps and other equipment.
6. **Boundary Wall/Fence:** Common boundary walls / fencing or any other similar constructions on the open bordering areas where applicable.
7. **Pump House:** Pump house with doors, collapsible gate, lock with keys, G.M. sluice valves, C.I. Sluice valve(s), gate valve(s), etc. and centrifugal pump(s)/ submersible pumps, if any, and other equipment (these may be shared service with other phase of the Uttora Township completed earlier or to be completed in future).
8. **Fire Fighting System:** Underground/overhead fire fighting network with brass and other fittings.
9. **Power Sub-station rooms:** All power Sub-station rooms given to the power supply utility agency on rent excluding all the machinery, transformers, etc., which shall be the exclusive properties of such agency.
10. **Street Lights:** All street light posts together with the electrical fittings and fixtures.
11. **Garbage disposal:** Garbage disposal vats created within the Project or outside the Project but within the Uttora Township which shall be available for use by all residents of the Uttora Township including the Project.

The Common Areas are designated for specific uses and do not grant any individuals or groups an absolute right to use them for any other purposes, including commercial exploitation, unless explicitly agreed upon in writing by the Promoter.

PART B

The following areas, spaces and amenities are excluded out of Common Areas:

1. Shopping areas and open spaces adjacent thereat;
2. Community area and adjacent open areas in other gated complex within Uttora Township;
3. Cable TV and telephone network and installations, if any;
4. Open spaces and land adjacent to schools, nursing homes, hospitals, hospital areas, shopping and marketing areas, institutional areas, power installations, cluster park and designated parking areas, water supply systems, pump and reservoir areas, sewerage treatment plant and sewerage network; and
5. Any other areas and spaces (both open and covered) adjacent to any service/utility.

IT BEING CLARIFIED THAT SAVE AND EXCEPT THE COMMON AREAS MENTIONED HEREIN ABOVE, ALL OTHER PORTIONS AND/OR AREAS AND/OR FACILITIES SHALL AND DO NOT FORM PART OF THE SPECIFIED COMMON AREAS AND ARE SPECIFICALLY RETAINED BY THE PROMOTER TO BE DEALT WITH BY THE PROMOTER IN THE MANNER AS STIPULATED IN THESE PRESENTS OR OTHERWISE.

SCHEDULE 5

(Representations and Warranties of the Allottee)

This Project, by its unique nature has certain restrictions to be abided by the Allottee. This being a Project approved by the various agencies with such limitations, utilities and services have been designed and planned by the Promoter and the development has been carried out according to the Said Plan. The Allottee therefore represents that he/she/they/it agree with such limitations and restrictions as specified in this Agreement.

1. This Agreement, the application form, the Allotment Letter, the General Terms and Conditions (“**GTC**”), Plot Owners’ Handbook (“**Handbook**”), or any other document executed in relation to the Plot by and among the Parties, shall constitute valid and legally binding obligations enforceable in accordance with its terms;
2. Neither the execution of this Agreement, nor the performance of various terms and provisions hereof will violate any deed or agreement to which the Allottee is party or by which the Allottee is bound;
3. The Allottee is not restricted by any judgement, injunction, order, decree or award from the execution, delivery and performance of the terms of this Agreement, the Allotment Letter, GTC or any other document executed by him/her/them/it in relation to the Plot;
4. The Allottee shall, at all times, observe and perform all the terms and conditions, covenants and provisions mentioned herein, and shall not do, omit or suffer to be done anything whereby the right of the Promoter and the Land Owner(s) is violated or forfeited or jeopardized or extinguished in respect of the Plot;
5. The Allottee agrees to be guided by the various clauses in the GTC. However, where any such terms are in conflict with the terms mentioned herein, the terms mentioned in this Agreement shall hold good.
6. Save and except for the provisions contained in Clause 9.2.1 and 9.2.2 above, upon termination of this Agreement, the Allottee shall neither be entitled to claim any right, title and interest, either equitable or otherwise, over and in respect of the Plot and/ or the Said Land or part or portion thereof nor shall be entitled to claim any charge on the Plot, the Said Land and/or any part or portion thereof in any manner whatsoever. The effect of such termination shall be binding and conclusive on the Allottee.
7. The above representations and warranties shall remain true, accurate and complete as on the date of execution of this Agreement and thereafter.

(Covenants of the Allottee)

On and from the date of this Agreement, in addition to the terms and conditions set out in the Allotment Letter, GTC, and the Agreement, the Allottee agrees and covenants as follows:

1. To co-operate with the Promoter in all possible manner by not raising any protest or demand or claiming any right to obstruct or create any obstruction in any manner, which would affect the development of the Uttora Township including the Project on the Owned Lands and other projects undertaken by the Promoter;
2. To pay charges for water supply;
3. To pay electricity security deposit for individual meters allotted to him/her/them/it and other monthly consumption charges as may be applicable for the supply of electricity;
4. Not to use the Plot for any such activities that may cause nuisance, annoyance or disturbance to other occupants of the Uttora Township or those activities which are against applicable law or any directive of the relevant governmental authority;
5. Not to use the Plot for any such activities which is likely to cause nuisance to the owners of the neighbouring plots or do or cause to do anything which causes hindrance/interference with the peaceful enjoyment of their respective plots;
6. Keep the Plot and each and every part thereof free from jungle, weeds, and animals and protect the same at all material times. If any allottee fail to do so, the Promoter reserves the right to clean the same and charge from such Allottee;
7. Not to store in the Plot any goods of hazardous or combustible nature or which can cause damage to the structure, equipment and/or assets of other residents or occupants of the Uttora Township or use the Plot for any activity which may be immoral, unsocial, unlawful or in any manner so as to become a source of danger for public peace or public safety;
8. To carry out maintenance of the Plot/building constructed within the Plot at his/her/their/its own cost. The insurance of the Plot shall be the responsibility of the Allottee. The Promoter shall not in any case be held liable for any damage or loss occurred on account of any neglect or omission of the Allottee or any act of any third party in relation to the Plot;
9. To sign, from time to time, all applications, papers, documents, deeds, declarations, maintenance agreement and other papers as per formats prepared by the Promoter and do all such acts, deeds and things as the Promoter may deem fit and necessary in the interest of the development of the Uttora Township including Project on the Owned Lands;

10. To pay all existing and future municipal and other rates and taxes payable to the applicable municipal authority and/or any other statutory or other body in respect of the Plot , in accordance with applicable law and without any delay or default whatsoever. In the event of non-payment or delay in payment by the Allottee, the Allottee alone shall be liable for payment of the arrears along with all penalties, interest, charges, etc., as may be charged and/or chargeable by the relevant authority, and shall ensure that the Land Owner(s) and the Promoter are not made liable therefor in any manner whatsoever. In case the Purchaser fails to pay the rates and taxes as aforesaid, the Promoter will pay the same on behalf of the Purchaser and the Promoter shall have the right to recover such payments made on behalf of the Purchaser from the Purchaser along with interest payable at the rate 18 % (eighteen per cent) per annum to be computed from the date of such payment to the realization of the same;
11. To allow all persons authorized by the Promoter or the FMC or the Maintenance Body to inspect, repair or to do any other maintenance work within the Plot without any obstruction or hindrance;
12. To comply with the provisions of the FEMA , the RBI Act, 1934 and all rules and regulations made thereunder and all other applicable laws and provide the Promoter with copies of permissions and approvals, if any, as the Promoter may require from time to time. The Promoter shall not be held responsible towards any third party making payment/remittances on behalf of the Allottee and such third party shall not have any right respect of the Plot in any way. The Promoter shall be issuing payment receipts solely in favour of the Allottee;
13. To hereby expressly authorize the Promoter to adjust/appropriate all payments made by the Allottee under any head(s) of dues against lawful outstanding, if any, in the Allottee's name as the Promoter may in its sole discretion deem fit. The Allottee undertakes not to object/demand/direct the Promoter to adjust his/her/their/its payments in any manner other than as decided by the Promoter in its sole discretion. The Allottee hereby covenants to bear all taxes that may be levied on the Promoter or the FMC or the Maintenance Body, on account of making such adjustments/appropriations;
14. To hereby expressly accept and acknowledge that the obligations to be undertaken by the Allottee under this Deed are mainly for securing the beneficial enjoyment of the other properties in the Uttora Township including the Project by other plot holders and is not repugnant to the interest of the Allottee granted hereunder;
15. To comply with all applicable laws, including all the requirements, requisitions, demands and repairs which are required by any development authority/ municipal authority/ governmental authority or any other competent authority in respect of the Plot at his/her/their/its own cost. In the event that there are any changes in the rights, interest, obligations and/or title enjoyed by the Allottee due to changes in applicable law, the Allottee shall be bound by such changes and shall not hold the Land Owner(s) and/or the Promoter liable on account thereof;

16. To hereby expressly accept and acknowledge that all liability for personal injury and/or loss to third party caused by the activities of the Allottee on the Plot shall be the responsibility at all times of the Allottee and the Land Owner(s) and/or the Promoter shall have no liability whatsoever in this regard;
17. Not to put up any name plate, sign board, neon sign, publicity or advertisement material in the Common Areas of the Uttora Township;
18. Not to use the Plot for any purpose other than for residential use and to not carry out any commercial construction upon it or use the same in a manner that may cause nuisance or annoyance to other occupants in the Uttora Township including Project or for any illegal or immoral purpose;
19. Not to use the Plot for any religious activity by way of construction of temple, mosque etc. or use the Plot for performance of any religious sacrifice;
20. To hereby expressly authorize the Promoter to make additions to or put up additional structures anywhere in the Uttora Township including the Project on the Owned Lands as may be permitted by the competent authorities and such additional construction/ structures shall be the sole property of the Promoter which the Promoter will be entitled to dispose of in any way it chooses without any interference from the Allottee. The Allottee further agrees and undertakes that he/she/they/it shall after taking possession of the Plot or at any time thereafter, not object to the Promoter constructing or continuing with the construction of the other building(s)/block outside/adjacent to the said Plot or claim any compensation or withhold the payment of Maintenance Charges including the maintenance and other charges, as and when demanded by the Promoter;
21. To observe the rules framed from time to time by the by the Promoter or the FMC or Maintenance Body;
22. To maintain or remain responsible for the structural stability of any constructed structures on the Plot ;
23. Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the Plot or in the compound or any portion of the Uttora Township including the Project;
24. Not to encourage the guests visiting the Allottee to access any part of the Uttora Township including the Project that is unoccupied;
25. To remain fully responsible for any pets which may be kept by the Allottee;
26. To carry out proper pest control treatment in the Plot, at the cost of the Allottee;
27. To keep the Plot free from wild growth of grass, trees, shrubs etc. If neglected, the Promoter, its nominee or the FMC or the Maintenance Body may undertake suitable

cleaning and upkeep operations at the cost of the Allottee after issuing a notice of 7 (seven) business days. The cost along with 10% (ten per cent) administrative charges and applicable taxes shall be recovered by the Promoter, its nominee or the FMC or the Maintenance Body from the Allottee;

28. Not to sub-divide the Plot or amalgamate the Plot with other plots, without the prior written consent of the Promoter;
29. To remain fully responsible for the internal security of the Plot and the constructed property thereon;
30. To pay regularly and punctually within 7th (seventh) day of every month, in advance and month by month, the Maintenance Charges as described in **Schedule 6** hereunder written at such rate as may be decided, determined and apportioned by the Promoter or the FMC or the Maintenance Body, to be payable from the date of possession to the Promoter or the FMC or the Maintenance Body, without any abatement or demand; and
31. To ensure that he/she/they/it initiate procedure for construction of the residential house on the Plot within 3 (three) years from the date of possession or deemed possession whichever is earlier.

SCHEDULE 6
(Maintenance Charges)

The Allottee hereby agrees and covenants to bear the following costs and expenses in such share as the Promoter or the FMC or the Maintenance Body may determine:

1. Costs and expenses relating to the Common Areas specified in **Schedule 4** above;
2. Costs and expenses relating to 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 of the Uttora Township or any part thereof, so far as the same is not the liability of or attributable to the property of any individual owner of any Plot;
3. Costs and expenses relating to renewal of various licenses such as fire, pollution and annual maintenance contracts;
4. Costs and expenses relating to maintaining, operating, repairing, renovating, painting, rebuilding, reconstructing, decorating, replacing, amending, renewing and where appropriate cleaning of the Uttora Township;
5. Costs and expenses relating to the lawns, water bodies, passage-ways, drive ways and other Common Areas meant for common use of all the plot owners or comprised in the Uttora Township;
6. Costs and expenses relating to light posts and bulbs in the Common Areas;
7. Costs and expenses relating to plantation of trees, maintenance of gardens and supply of water to the gardens;
8. Costs and expenses relating to water treatment plants used for the Uttora Township;
9. The salaries, emoluments and all other financial benefits of the persons to be employed by the Promoter or the FMC or the Maintenance Body for managing and maintaining the Common Areas;
10. All rates, levies, taxes or fees in relation to the Uttora Township including the Project and/or the Owned Lands including Said Land that are to be paid by the Promoter or the FMC or the Maintenance Body for providing the services which are to be provided and which are payable under any existing law or under any other enactment in future;
11. Any other expenses incurred by the Promoter or the FMC or the Maintenance Body in respect of the Uttora Township not specifically mentioned herein;
12. Expenses for maintaining the boundaries of the Uttora Township;
13. Fees of the auditors;

14. All expenses incurred in holding of the Common Areas and carrying on management of the Uttora Township;
15. All costs, charges and expenses for defending or prosecuting any litigation;
16. Common expenses for the purpose of Maintenance Charges shall not include any expenses that may be required to be incurred for any of the above said activities inside the area of the plot, the same should be chargeable separately with respect to the relevant plot for each such plot so incurred;
17. Common expenses for the purpose of maintenance shall be applicable based on services rendered for the plot or unit irrespective of whether such service has been arranged by the plot owners or not. However, that will be irrelevant if such services are not provided to all the plot owners at all; and
18. Promoter shall charge any other charges to the plot owners if any cost incurred for the common areas or common facilities which are not stated above but incurred for common facilities.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on the date and year first herein above written at Kolkata/ [●].

SIGNED AND DELIVERED by the **Land Owner(s)**
in the presence of:

For [●]

Signature:

Authorised Signatory/Director

Name:

For [●]

Authorised Signatory/Director

SIGNED AND DELIVERED by the **Promoter** in the
presence of:

For **Luxmi Portfolio Limited**

Signature:

Name:

Authorised Signatory/Director

SIGNED AND DELIVERED by the **Allottee** in the
presence of:

Signature:

Name:

MEMO OF CONSIDERATION

Received from the within named Allottee the said sum of **INR [●] (Indian Rupees [●])** only towards part payment of the Total Price of the Plot, in the manner as follows:

Cheque /RTGS/NEFT No.	Date	Drawn on	Favouring	Amount (INR)
[●]	[●]	[●]	[●]	[●]
[●]	[●]	[●]	[●]	[●]
			Total	[●]

For Luxmi Portfolio Limited

Authorised Signatory/Director

Annexure
(Insert Plan A)

Annexure
(Insert Plan B)