

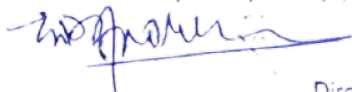
AGREEMENT FOR SALE WITHOUT POSSESSION

THIS AGREEMENT FOR SALE ("AGREEMENT") EXECUTED ON THIS __ (DATE) DAY OF MARCH, 2022

BY AND BETWEEN

SENS HOSPITALITY ENTERPRISES PRIVATE LIMITED, A Private Limited Company incorporated under the provisions of the Companies Act, 1956, bearing CIN No. U55101DL2004PTC124517 dated 06.02.2004, having its place of business at Hillman House, Vidya Sagar Road, Khalpara, Siliguri, P.O. & P.S. Siliguri, PIN - 734005 in the District of Darjeeling, represented by one of its duly authorized Director **NIMIT MUNDHRA** S/o Sri Kamal Kumar Mundhra, Hindu by religion, Indian by Nationality, Businessman by Occupation, resident of Hillman House, Vidya Sagar Road, Khalpara, Siliguri, P.O. & P.S. Siliguri, PIN - 734005 in the District of Darjeeling --- hereinafter referred to as the "**Promoter/First Party/Vendor**" (which expression shall mean and include unless excluded by or repugnant to the context its office bearers, executors, successors, administrators, representatives and assigns) of the **ONE PART**.

For SENS Hospitality Enterprises (P) Ltd.



Director

A N D

SRI ____ [PAN: ____] S/o _____, Hindu by religion, Indian by Nationality, Business by occupation, resident of _____, in the District of ____ --- hereinafter called **ALLOTTEE/SECOND PARTY/PURCHASER** (which expression shall mean and include unless excluded by or repugnant to the context his/her/their/its heirs executors, successors, administrators, representatives and assigns) of the **OTHER PART**.

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

WHEREAS:

A.I. One **HERAMBA NATH PRAMANIK** is/was the recorded owner of R.S. Khatian No. 581 of Sheet No. 8 of Mouza – Dabgram in the District of Jalpaiguri.

A.II. The above named **HERAMBA NATH PRAMANIK** died intestate leaving behind him, his daughter namely **SMT SARADA PRAMANIK** (only issue) who predeceased her husband leaving behind her only minor son namely **BHUPEN PRAMANIK** and husband **DHANESWAR PRAMANIK** (since deceased).

A.III. After the demise of above named **SMT SARADA PRAMANIK** her husband namely **DHANESWAR PRAMANIK** immediately under gone remarriage with another lady within one year and **BHUPEN PRAMANIK** was brought up under the custody of her maternal grandmother viz. **SMT BHADESWARI NAI**.

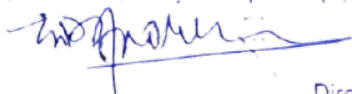
A.IV. AS SUCH after the demise of above named **HERAMBA NATH PRAMANIK** (who died intestate) his wife namely **SMT BHADESWARI NAI** (since deceased) and grandson namely **BHUPEN PRAMANIK** become the legal heirs of **HERAMBA NATH PRAMANIK** being Class I legal heir as per Schedule under section 8 of Hindu Succession Act, 1956 and inherited all his movable and immovable properties.

A.V. After the intestate demise of the above named **BHADESWARI NAI** her above named grandson namely **BHUPEN PRAMANIK** inherited all the movable and immovable properties of his maternal parents by virtue of succession and inheritance.

A.VI. The above named **SRI BHUPEN PRAMANIK** gradually became owner of entire property of above named **HERAMBA NATH PERMANIK** by virtue of succession and inheritance on one after the other demise of **SMT SARADA PRAMANIK, SMT BHADESWARI NAI**.

A.VII. Possessing the aforesaid property the above named **SRI BHUPEN PRAMANIK** sold a piece and parcel of land measuring 133 Decimals appertaining to and forming part of R.S. Plot No. 353 of R.S. Sheet No. 8 recorded in R.S. Khatian No. 581, J.L. No. 2 of Mouza – Dabgram in the District of Jalpaiguri to and in favour of one **KISHORILAL AGARWAL AND ANOTHER** by virtue of two registered Deed of Conveyance, registered at the office of the District Sub Registrar at Jalpaiguri, recorded in Book – I, being Document No. 2706 & 2707 both for the year 2004.

For Sehs Hospitality Enterprises (P) Ltd.



Director

A.VIII. Possessing the aforesaid property the above named **KISHORILAL AGARWAL AND ANOTHER** sold entire piece and parcel of land measuring 133 Decimals appertaining to and forming part of R.S. Plot No. 353 of R.S. Sheet No. 8 recorded in R.S. Khatian No. 581, J.L. No. 2 of Mouza – Dabgram in the District of Jalpaiguri to and in favour of the Vendor hereof **SENS HOSPITALITY ENTERPRISES PRIVATE LIMITED** by virtue of a registered Deed of Sale, registered at the office of the District Sub Registrar at Jalpaiguri, recorded in Book – I, being Document No. 1326 for the year 2007, Supported by Deed of Declaration, registered at the office of the District Sub Registrar at Jalpaiguri, recorded in Book – I, being Document No. 3606 for the year 2008.

A.IX. The above named **SRI BHUPEN PRAMANIK** also sold a piece and parcel of land measuring 49 Decimals appertaining to and forming part of R.S. Plot No. 353 of R.S. Sheet No. 8 recorded in R.S. Khatian No. 581, J.L. No. 2 of Mouza – Dabgram in the District of Jalpaiguri to and in favour of the Vendor/promoter hereof **SENS HOSPITALITY ENTERPRISES PRIVATE LIMITED** by virtue of a registered Deed of Sale, registered at the office of the District Sub Registrar at Jalpaiguri, recorded in Book – I, being Document No. 1327 for the year 2007.

A.X. Possessing the aforesaid property promoter hereof applied for mutation of its name before the concerned authority/department and after due verification its name is duly recorded in ROR vide Mutation case No. M/C No. IX-II/623/BLLRO(R)/07-08 dated 13.08.2008.

A.XI. The promoter hereof has applied for and obtained Land Use Compatibility Certificate from Siliguri Jalpaiguri Development Authority vide office Memo No. 99/LUCC/ARP/SJDA dated 14.03.2008.

A.XIII. The promoter hereof is in the process of construction of the said multistoried commercial and residential building and to assign and identify has named the complex as **360 EAST**.

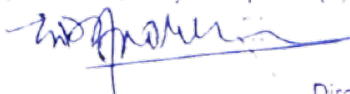
A.XIV. The promoter had formulated a scheme to enable a person/party intending to have own Shop/Flat/Parking/Unit or premises in the said building named **360 EAST** along with the undivided proportionate share and interest in the land on which the said building stands. The proportionate share or interest in the land is to be determined according to the constructed area comprising of the unit or premises proportionate to the total constructed area on the said land.

B. The said land is earmarked for the purpose of building a commercial cum residential project comprising of four multistoried blocks (three residential and one commercial) and the said project shall be known as **360 EAST**.

C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;

D. The Siliguri Municipal Corporation has granted the commencement certificate to develop the project vide approval dated 08.01.2022 bearing Memo No. 918/SMC/BLDG/21-22 and Memo No. 129/RC/SMC/BLDG/21-22.

For Senses Hospitality Enterprises (P) Ltd.



Director

E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the FLAT/Parking/Shop/Unit/Apartment, as the case may be, from **the concerned authority/authorities**. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

F. The Promoter shall register the Project under the provisions of the Act with the Real Estate Regulatory Authority of West Bengal as and when the system for the same is facilitated by the State Government.

G. The Allottee had applied for a Flat/Apartment/Parking in the Residential building of the Project and has been allotted FLAT NO. ____ having carpet area of _____ square feet, and super built up area of ____ square feet, on ____ floor in Block ____ and ____ (nos.) Parking/s being No. ____ as demarcated in the Parking plan along with proportionate share of common parking, as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "**APARTMENT**", "**FLAT**" or "**PARKING**" as the case may be more particularly described in **Schedule A**.

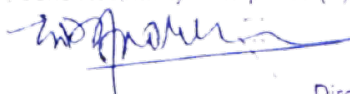
The **APARTMENT/FLAT** and the corresponding **Parking/s** as above mentioned, being allotted to the allottee which is the subject matter of this agreement are to be strictly treated as an indivisible unit and one part cannot be severed from the other under any circumstances and neither be sold/gifted or transferred in any manner individually. Any mention of the Unit/Apartment/Parking or flat henceforth in this agreement shall be implied to include the Parking/s allotted with the given flat as above mentioned.

H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

Additional details;

1. That if the allottee wishes to sell or transfer the said Apartment along with the allotted Parking/s to any other third party before the registration of the said Apartment/Flat, the allottee will have to take written NOC from the PROMOTER before any such transfer. Any transfer made to any person without the prior consent of the promoter shall be null and void.
2. The First Party may agree to allow, subject to the Second Party having fulfilled all its obligations under this Agreement and in compliance with other terms and conditions of the First Party, entry for carrying out interior works only if such entry is desired by the Second Party prior to the date of possession and on execution of a suitable indemnity bond, as required by the First Party. However such entry shall not be construed as or in no way entitle the Second Party to have right, interest or title of any nature whatsoever in respect of the Said Unit. The Second Party undertakes not to cause any damage/change to the Said Apartment/Flat /Said Residential Building or Block while completing the interior works of the Said Apartment/Flat and in the event any such damages caused, the Second Party agrees to reimburse/compensate the First Party the cost of rectification thereof.

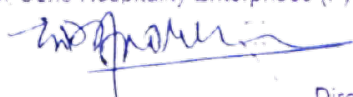
For S&S Hospitality Enterprises (P) Ltd.



Director

3. The Second Party shall not use the Said Unit for any purpose other than RESIDENTIAL PURPOSE as mentioned in this Agreement; or use the same in any manner that may cause nuisance or annoyance to other unit/flat holders of the Said Residential Building/or the project as a whole; or for any illegal or immoral purpose; or to do or cause anything to be done in or around the Said Apartment/Flat which tends to cause interference to any adjacent unit(s)/building(s) or in any manner interfere with the use of roads or amenities available for common use. The Second Party shall indemnify the First Party against any action, damages or loss due to misuse for which the Second Party shall be solely responsible. If the Second Party uses or permits the use of the Said Unit for any purpose other than permitted use, then the First Party shall be entitled to treat this Agreement as cancelled and resume the possession of the Said Apartment/Flat and the Second Party has agreed to this condition. Further the said Apartment/Flat/Unit shall not be used for the purpose of any activity involving anti - social performances or for running any bed and breakfast schemes like Airbnb etc.
4. The Second Party shall bear the cost of registration of the Deed of Sale including all other miscellaneous/ incidental charges for the said registration to the advocate of the First Party. The Second Party shall pay the Stamp Duty and Registration fee as quoted by the office of the concerned Additional District Sub-Registrar and/or other competent authority. In case the Second Party intends to get the Deed of Sale registered on commission basis at a designated place, the Second Party shall pay and discharge for the additional costs applicable for arranging such commission based registry.
5. It will be the First Party's endeavor to execute and register the Deed of Sale of the Said Apartment/Flat. The Deed of Sale will be drafted and executed in such form and contain such particulars as shall be approved by the First Party. No request for any changes, whatsoever nature, in the Deed of Sale will be entertained.
6. The Second Party shall from time to time sign all applications, papers, documents, maintenance agreement and other relevant papers, as required, in pursuance to this transfer/ sale and to do all acts, deeds and things as the First Party may require in the interest of the Building/Complex and Said Apartment/Flat. In case of Joint Purchaser, any document signed/ accepted/ acknowledged by anyone of the Purchaser shall be binding upon the other Co-Purchaser/Co-owner of the said Apartment/Flat.
7. Due to any operation of law or any statutory order or otherwise if a portion of the entire scheme of development is discontinued or truncated then the Second Party affected by such discontinuation or truncation will have no right of compensation from the First Party.
8. The right of possession of the Second Party in respect of the said unit shall arise only upon fulfillment of all the obligations including complete Payment as are contained in this agreement by the Second Party.

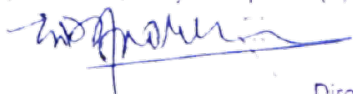
For S&S Hospitality Enterprises (P) Ltd.



Director

9. The Promoter may obtain or apply for a Partial Completion and/or Occupancy Certificate from the competent authority or local body for each one or any block separately in order to handover the possession to the allottees of that particular block and the Allottee shall have no objection regarding the same.
 10. The Second Party shall not be entitled to transfer, let out, mortgage, grant license, Lease out in respect of the Said Apartment/Flat without the consent in writing of the First Party till such time the Second Party has fulfilled all the obligations including Conveyance and the possession of the said unit has been obtained by the Second Party. Any such act or deed without the prior consent of the First Party shall render this agreement null and void.
 11. The right of the Second Party shall remain restricted to the Said Unit and in no event the Second Party shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the project including passage in front and/or back of the Apartment/Flat and common areas of the building.
 12. This Agreement supersedes all other application, letters, agreements, arrangements, understanding or brochure (*if any*) and in no event the Second Party shall be entitle to set up any oral Agreement.
 13. The Second Party shall have to apply to the concerned authorities for obtaining separate supply of power and the meter of the said Unit upon payment of applicable security deposit and/or any additional payments as may be demanded by the concerned authorities.
 14. That the First Party shall register the Deed of Sale in favour of the Second Party after receiving the entire consideration money in connection with the said premises. After the payment of the agreed consideration the First Party shall intimate in writing or via mail inviting the Second Party to execute the Deed of Sale providing a period of 30(thirty) days. If the Second Party fails to do the needful for the execution of the registered Deed of Sale, the agreement shall be liable to be cancelled at the option of the First Party and entire amount paid till date shall stand forfeited.
 15. The Second Party shall be liable to pay all expenses towards Goods and Service Tax and all other incidental expenses and deduct TDS on Payments as per Income Tax Laws.
- I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- J. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment/Flat/Unit as specified in para G above.

For S&S Hospitality Enterprises (P) Ltd.



Director

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 Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment/Flat/Unit as specified in Para G.

1.2 The Total Price for the unit premises as specified in Para G is Rs. _____/- (Rupees) only **excluding GST & Registration and Incidental Charges.**

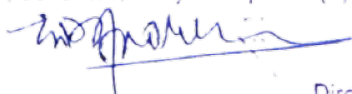
Block no.	
Apartment/Flat/Unit No.	
Type	Residential Flat with/without Utility Room as per plan
Floor	
Parking Nos. (As per Parking plan)	
Taxes	As may be applicable on the date of payment

Common- Covered and/or open parking has been provided as per sanctioned plan.

Explanation:

- I. The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment/Flat/Unit and Parking.
- II. The Total Price above does not include Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or Value Added Tax, Service Tax, Stamp Duty, Registration Fees, Other legal expenses and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Apartment/Flat/Unit and Parking to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining or applying for the completion certificate: 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 expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee;

For S&S Hospitality Enterprises (P) Ltd.



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- III. The Promoter shall periodically intimate in writing or via mail to the Allottee, the amount payable as stated in (1.2) above 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 of Apartment/Flat/Unit includes recovery of price of land, construction of not only the Apartment/Flat/Unit but also the Common Areas, Internal development charges, external development charges and Amenities as specified in Schedule-E.

1.3 The Total Price is escalation-free, save and except increases, which the Allottee hereby agrees to pay, due to increase because of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.

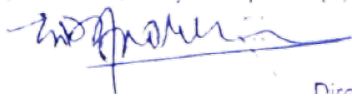
1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**.

1.5 The Promoter may allow, in its sole discretion and with prior intimation in writing of the allottee, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 3% per annum for the period by which the respective installment has been pre-poned. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'B' in respect of the Apartment/Flat/Unit, plot or building, as the case may be, 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.

1.7 The Promoter shall conform to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the **Completion certificate** is applied for or granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more

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than three percent of the carpet area of the Apartment/Flat/Unit, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule C**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

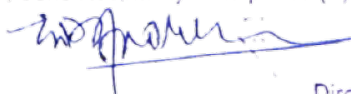
1.8 Subject to para 9 and 10 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment/Flat/Unit as mentioned below:

- I. The Allottee shall have exclusive ownership of the Apartment/Flat/Unit;
- 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. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining or applying for the full or partial completion certificate from the competent authority as provided in the Act;
- III. The Allottee has the right to visit the project site to assess the extent of development of the project and his Apartment/Flat/Unit and Parking, as the case may be.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment/Flat/Unit/Parking/Utility Room along with **Common** parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment/Flat/Unit and Parking to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Apartment/Flat/Unit to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

For Sehs Hospitality Enterprises (P) Ltd.



Director

1.11 The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as part booking amount being part payment towards the Total Price of the Apartment/Flat/Unit at the time of application, The receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment/Flat/Unit/Parking as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate specified in the rules. However the same shall be subject to the conditions set forth in Para 9 of this agreement.

2. MODE OF PAYMENT:

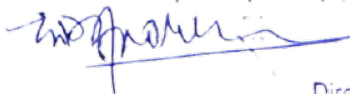
Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand or via mail demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque/demand draft/bankers Cheque or online payment (as applicable) in favour of **SENS HOSPITALITY ENTERPRISES PRIVATE LIMITED payable at Siliguri.**

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she 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 Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Shop/Unit/Apartment and Parking applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

For SENS Hospitality Enterprises (P) Ltd.



Director

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

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 Apartment/Flat/Unit and Parking to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.

The Second Party agrees that time is the essence with respect to payment of the Agreed consideration, deposits and amounts payable by the Second Party as per this Agreement and/or as demanded by the First Party from time to time and also to perform/observe all the other obligations of the Second Party under this Agreement.

The First Party is not under any obligation to send any reminders for the payments to be made by the Second Party as per the **SCHEDULE** of payments and for the payments to be made as per demand by the First Party or other obligations to be performed by the Second Party.

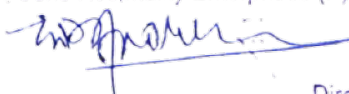
6. CONSTRUCTION OF THE Project/ Apartment/Flat/Unit/ Parking :

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment/Flat/Unit and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which have been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, 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 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. Similarly, the Allottee shall not change any feature or structure of the Apartment/Flat/Unit after handover other than minor interior changes required by them, and if any changes done by him, the Vendor shall not be responsible for any kind of defect liability and shall also be indemnified by the Allottee for any loss caused due to this.

7. POSSESSION OF THE FLAT/UNIT/APARTMENT:

7.1 Schedule for possession of the said FLAT/Unit/Apartment - The Promoter agrees and understands that timely delivery of possession of the Flat/Unit/Apartment to the allottee and the common areas to the association of allottees of the commercial complex or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Flat/Unit/Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on or before **31.12.2028** unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, pandemic, epidemic, Government orders and Notifications, acquisition or requisition of land by Government or any other calamity caused by nature affecting the regular development of the real estate project

For S&S Hospitality Enterprises (P) Ltd



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

7.2 Procedure for taking possession - The Promoter, upon obtaining/applying for the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment/Flat/Unit, to the Allottee in terms of this Agreement to be taken within three months from the date of issue of notice. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The promoter on its behalf shall offer the possession to the Allottee in writing within three months of receiving/applying for the occupancy certificate of the project.

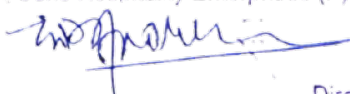
7.3 Failure of Allottee to take Possession of Flat/Unit/Apartment - Upon receiving a written or email intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Flat/Unit/Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation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

Further, in case the Purchaser/s fails or neglects to take possession of the said Unit as and when called upon by the Vendors as aforesaid or where physical delivery has been withheld by the Vendors on grounds of breach / default by the Purchaser/s, the Purchaser/s shall be liable to pay guarding / holding charges @ Rs.50.00 (Rupees Fifty only) per Sq.ft. per month of the Super Built-up area of the said Unit, plus GST (if applicable), from the Deemed Date of Possession / Date of Commencement of liability to the actual date when the physical possession is taken by the Purchaser/s.

7.4 Possession by the Allottee - After applying for or obtaining the full or partial Completion certificate* and handing over physical possession of the Flat/Unit/Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws.

7.5 Cancellation by Allottee - The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the

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promoter herein is entitled to forfeit the entire amount paid till the date of such cancellation.

7.6 Compensation – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Flat/Unit/Apartment (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 Promoter shall be liable, on demand by the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Shop/Flat], with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty five days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Shop/Unit/Apartment, which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

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

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

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

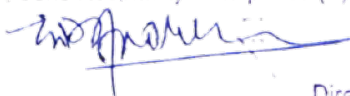
(iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Flat/Unit/Apartment as on the date of this Agreement;

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

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

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

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(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat/Unit/Apartment 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 Flat/Unit/Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;

(x) The Scheduled 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 Scheduled Property;

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the possession of Flat/Unit/Apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;

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

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

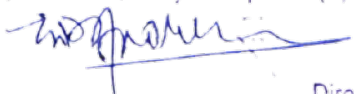
(i) Promoter fails to provide ready to move in possession of the Flat/Unit/Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Regulatory Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Flat/Unit/Apartment shall be in a habitable condition, which is complete in all respects;

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

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

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing

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the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Flat/Unit/Apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice: Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Flat/Unit/Apartment.

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

(i) In case the Allottee fails to make payments for any installment to the Promoter as per the Payment Plan annexed hereto, despite having been issued or not any notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;

(ii) In case of Default by Allottee under the condition listed above continues for a period forty five days after written and/or verbal notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment/Shop/Flat of the Allottee.

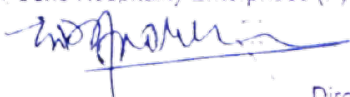
10. CONVEYANCE OF THE SAID SHOP/UNIT/APARTMENT:

The Promoter, on receipt of Total Price of the Flat/Unit/Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Flat/Unit/Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of or application for issuance of Completion/Occupancy certificate and the completion certificate, as the case may be, 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 favour until payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE SAID BUILDING/UNIT/APARTMENT:

The Promoter shall be responsible to provide and maintain the lift, electricity in common areas, common drainage system, corridors, path ways, entry and exit from the said Flat/Unit/Apartment, common electrical instruments, security, maintenance of common amenities in the Project as mentioned in Schedule-D until the taking over of the maintenance of the project by the association of Allottees upon the issuance or application of the partial completion certificate of the project. The cost of such maintenance shall be Rs. 3/- (Rupees three) per Sq. Ft per month calculated on super built up area of the Allottee as mentioned in this agreement. This rate may be increased as per the situation at the time and the actual expenses incurred by the Promoter. The promoter shall/may, at their discretion, take a lump sum charge for maintenance of a given period at the time of conveyance of the Flat/unit/apartment. Non-payment of timely/lump-sum maintenance charge to the Promoter or the Association of Allottees

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shall cause the disconnection of electric and water lines and prohibition to use the property by the Allottee.

12. DEFECT LIABILITY:

It is agreed that in case of any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 180 days by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 60 (sixty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act. However, if the Allottee makes any structural or other changes including plumbing lines or electrical line apart from cosmetic/minor interior designing, then the promoter shall be absolved of any responsibility of defect with respect to the Flat/Unit/Apartment.

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

The Allottee hereby agrees to purchase the [Apartment/Plot] on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE FLAT/UNIT/APARTMENT FOR REPAIRS:

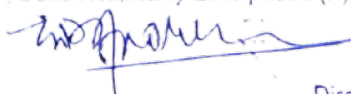
The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter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

15. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within 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, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. COMPLIANCE WITH RESPECT TO THE APARTMENT :

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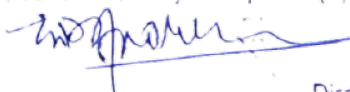


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On and from the date of handover of possession of the Schedule-A property, the Purchaser/s shall:

- A. Co-operate in Management and Maintenance: co-operate in the management and maintenance of the Project by the Vendors / Apartment Owners' Association/ Association of Allottees.
- B. Observing Rules: observe and not violate any of the rules framed from time to time by the Association of Allottees /Vendors / Apartment Owners' Association for the beneficial common enjoyment of the Project and the Schedule-A property.
- C. Paying Electricity Charges: pay for electricity and other utilities consumed in or relating to the Schedule-A property and Appurtenances and the Common Portions.
- D. Meter and Cabling: be obliged to draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Schedule-A property only through the ducts and pipes provided therefore, ensuring that no inconvenience is caused to the Vendors or to the other intending Purchaser/s. The main electric meter shall be installed only at the common meter space in the Project. The Purchaser/s shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Project, the Schedule-A property and outside walls of the Project save in the manner indicated by the Vendors / Apartment Owners' Association / Association of Allottees
- E. No Alteration: not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Project and (2) design and/or the colour scheme of the windows, grills and the main door of the Schedule-A property, without the permission in writing of the Association of Allottees /Vendors / Apartment Owners' Association. In the event the Purchaser/s make/s the said alterations/changes, the Purchaser/s shall compensate the Vendors / Apartment Owners' Association (as the case may be) as estimated by the Vendors / Apartment Owners' Association.
- F. No Structural Alteration: not alter, modify or in any manner change the structure like beams and columns or any civil construction in the Schedule-A property and Appurtenances or the Common Portions of the Project.
- G. No Sub-Division: not sub-divide the Schedule-A property and Appurtenances and the Common Portions, under any circumstances.
- H. No Changing Name: not change/alter/modify the name of the Project i.e. "**360 EAST**" under any circumstances.
- I. No Storage in Common Portions: not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- J. No Obstruction to Association of Allottees /Vendors / Apartment Owners' Association: not obstruct the Association of Allottees /Vendors / Apartment Owners' Association in their acts relating to the Common Portions and not obstruct the Vendors in assigning and granting rights to any person on any part of the Project (excepting the Schedule-A property).

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- K. No Obstruction of Common Portions: not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Schedule-A property, if any.
- L. Neat and Clean Area: not throw or accumulate or cause to be thrown or accumulate any dust, rubbish or other refuse in the Common Portions save at the places indicated therefore.
- M. No injurious Activities: not carry on or cause to be carried on any obnoxious or injurious activity in or through the Schedule-A property or the Common Portions.
- N. No Storing Hazardous Articles: not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Schedule-A property.
- O. No Floor Damage: not keep any heavy articles or things, which are likely to damage the floors or operate any machine except usual home appliances.
- P. No installing Generator: not install or keep or run any generator (except battery operated inverter) in the Schedule-A property.
- Q. Not conducting any commercial activity: not conducting any business or commercial activity inside the Schedule-A Property or the parking.

17. GENERAL COMPLIANCE WITH RESPECT TO THE FLAT/UNIT/APARTMENT:

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Flat/Unit/Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Flat/Unit/Apartment, or the staircases, lifts, amenities, 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 Flat/Unit/Apartment and keep the Flat/Unit/Apartment, 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.

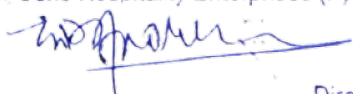
15.2 The Allottee further undertakes, assures and guarantees that he/she will not be allowed put sign-board / name-plate, neon light, publicity material or advertisement material etc. anywhere except for a small signboard outside the flat for identification.

15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the previously mentioned conditions.

18. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Agreement for the allotment of a Flat/Unit/Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

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19.ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(is) and disclosed, except for as provided in the Act. Provided that, if the promoter makes any other construction in any other adjacent land it will have the right to use common ways for approaching said new construction.

20.PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he may mortgage or create a charge on the Project which may result in the mortgage of Flat/Unit/Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Flat/Unit/Apartment.

21.APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE):

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of governing Shop/Unit/Apartment ownership laws of the state.

22.BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Additional District Sub-Registrar or District Sub-Registrar or any other proper registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be forfeited.

23.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 Flat/Unit/Apartment, as the case may be.

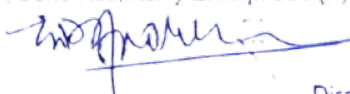
24.RIGHT TO AMEND:

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

25. 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 Flat/Unit/Apartment and the Project shall equally be applicable to and enforceable

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against and by any subsequent Allottees of the Flat/Unit/Apartment, in case of a transfer, as the said obligations go along with the Flat/Unit/Apartment for all intents and purposes. However, any transfer of allotment or the Flat/Unit/Apartment shall be done only with the prior consent and written NOC from the promoter and non-adherence of this clause shall render any such agreement including this, invalid.

26. 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 [Annexure C] 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.

27. 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.

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

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

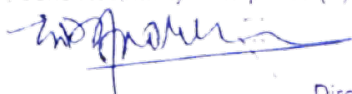
29. FURTHER ASSURANCES:

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.

30. PLACE OF EXECUTION:

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

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the Additional District Sub-Registrar at Bhaktinagar, District Sub Registrar at Jalpaiguri, ARA at Kolkata. Hence this Agreement shall be deemed to have been executed at Siliguri.

31.NOTICES:

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

SMT SUNITA GOYAL

Dooars Timber Complex, 2nd Mile Jyoti Nagar, ITI More, Sevoke Road, Siliguri, P.O. Sevke Road, P.S. Bhaktinagar, in the District of Jalpaiguri

Email Id-

SENS HOSPITALITY ENTERPRISES (PVT.) LIMITED

Hillman House, Vidya Sagar Road, Khalpara, Siliguri, P.O. & P.S. Siliguri, PIN - 734005 in the District of Darjeeling

Email: hillmangroupslg@gmail.com, onelandmarkslg@gmail.com

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

32.JOINT ALLOTTEES:

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

33.SAVINGS:

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

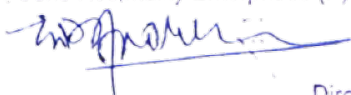
34.GOVERNING LAW:

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.

35.DISPUTE RESOLUTION:

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

For Sens Hospitality Enterprises (P) Ltd.



Director

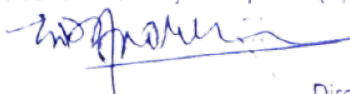
Schedule- "A"

1.	ADDRESS OF THE PROPERTY	Flat No. and Parking/s No. in FLOOR- , BLOCK -Residential of 360 EAST. Building	
2.	LAND DETAILS OF PROJECT	Land measuring 1.82 Acres appertaining to and forming part of R.S. Plot No. 353 of R.S. Sheet No. 8 recorded in R.S. Khatian No. 581, J.L. No. 2 of Mouza – Dabgram, P.S. Bhaktinagar in the District of Jalpaiguri	
3.	DIMENSIONS	CARPET AREA	Sq.Ft.
		SUPER BUILTUP AREA	Sq.Ft.
4.	BOUNDARIES OF THE PROPERTY	NORTH	
		SOUTH	
		EAST	
		WEST	

Schedule- "B" : SpecificationsSpecification for construction, fittings, fixtures.

1. Construction: Earthquake resistant R.C.C. frame structure with 5" thick panel walls of bricks/blocks.
2. Exterior: Durable outer finish-cement primer and weather resistant paint.
3. Doors: Quality Wooden/WPC door frames and flushes/panel shutters.
4. Window and Grill: Powder Coated Aluminium Sliding or Fixed Windows as per Architect's Elevation.
5. Walls and ceiling: ALL interior walls will be finished with lime punning & cement primer.

För Sehs Hospitality Enterprises (P) Ltd.



Director

6. Flooring: Vitrified Tiles of suitable sizes as per areas. Non-skid tiles in Bathrooms. Kota Stone/Marble/Granite/Tile flooring in Common Staircases.
7. Toilets:
- Flooring- Non Skid Tiles.
 - Electricals: Concealed wiring with switches.
 - Wall Tiles: Upto Door Frame height.
 - Sanitary ware: Quality Chrome plated fittings, White Porcelain ware.
8. Electric wiring and points: Concealed wiring with latest switches, AC Points as per design.
9. Lifts: Two lifts of reputed make like Kone/OTIS/TKG/Johnson/Schindler or like.

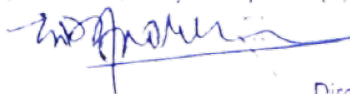
Schedule- "C"

The allottee has already paid a sum of Rs. ____ on or before the execution of this agreement to the promoter hereof out of total consideration of Rs. ____ and the same is acknowledged by the promoter hereof by execution of this presents and **balance consideration money** of Rs. _____ shall be paid in the following manner:

SCHEDULES FOR PAYMENT	PAYMENT PERCENTAGE (OF BALANCE CONSIDERATION)
AT THE TIME OF AGREEMENT	10%
AT THE TIME OF CASTING OF	
1ST SLAB	5%
2ND SLAB	5%
3RD SLAB	5%
4TH SLAB	5%
5TH SLAB	5%
6TH SLAB	5%
7TH SLAB	5%
8TH SAB	5%
9TH SLAB	5%
10TH SLAB	5%
ROOF SLAB	5%
ON COMPLETION OF BRICK WORK INSIDE THE FLAT	10%
ON COMPLETION OF ELECTRICAL LINE, PLUMBING INSIDE THE FLAT	5%
ON COMPLETION OF FLOORING AND TILEWORK INSIDE THE FLAT	10%
AT THE TIME OF POSSESSION HANDOVER AND/OR REGISTRATION, WHICHEVER IS EARLIER	Balance consideration amount

THE ABOVE PAYMENT SCHEDULE IS NOT TIME ASCENDING, e.g Brickwork inside a flat may complete before the casting of the pending slabs. The Payments in the above table are Flat/Unit Specific and will get triggered as and when the work mentioned in that slab is complete for the specific flat.

För Sehs Hospitality Enterprises (P) Ltd.



Director

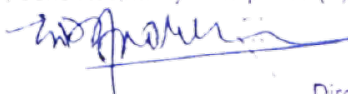
Schedule- "D" - Common Expenses

1. All expenses for maintenance, operating, replacing, repairing, renovating, white washing, painting and repainting of the common portions and the common areas in the building including the outer walls of the building.
2. All expenses for running and operating all machinery, lift, equipment and installations, comprised in the common portions including water pumps, generator including the cost of repairing, renovating and replacing the same.
3. The salaries, bonus and other emoluments and benefits of and all other expenses on the persons employed or to be employed for the common purposes such as manager, caretaker, supervisor, accountant, security guard, sweepers, plumbers, electricians and other maintenance staffs.
4. All charges and deposits for supplies of common utilities to the co-owners in common.
5. Municipal tax, water tax, and other levies in respect of the premises and the building (save those separately assessed in respect of any unit or on the Purchaser).
6. Costs of formation and operation of the service organization including the Office expenses incurred for maintaining the office thereof.
7. Electricity charges for the electrical energy consumed for the operation of the equipment and installations for the common services and lighting the common portions including system loss for providing electricity to each unit.
8. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.
9. All other expenses and/or outgoings as are incurred by the Vendors and/or the service organization for the common purposes.

SCHEDULE- "E" - AMENITIES

1. Swimming Pool.
2. Air Conditioned Gym.
3. Community Hall with Toilets.
4. Indoor Games Room.
5. Pet Playing Area.
6. Amphitheatre.
7. Kids Playing Area.
8. Roof top Cabana.
9. Three Guest Bedrooms.
10. Gardens and Laws as depicted in the plan.
11. Badminton-Basketball Multipurpose Court.
12. Yoga deck.

For Sehs Hospitality Enterprises (P) Ltd.



Director

13. Guest parking as per Parking plan.
14. Bonfire Zone
15. Fire fighting System as per Fire norms.
16. Common Area Power Backup.
17. CCTV and security boom gates.
18. Water bodies as depicted in plan.
19. Association office.
20. Guard rooms and toilet.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

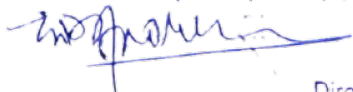
Allottee:

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SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

For Sehs Hospitality Enterprises (P) Ltd.



Director

(NIMIT MUNDHRA)

(Director)

At _____ on _____ in the presence of:

WITNESSES: