

भारतीय गैर न्यायिक

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TEN
RUPEES
Rs.10

INDIA NON JUDICIAL

पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

73AA 446531

AGREEMENT FOR SALE

1. DATE: 14.05.15

2. PLACE: Kolkata

3. PARTIES:

3.1 **Regent Hirise Private Limited** (having PAN AACCR7453D), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 207, Acharya Jagadish Chandra Bose Road, Kolkata-700017, Police Station Beniapur.

3.2 **Riya Enclave Private Limited** (having PAN AAECR8766R), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 1st Floor, 84A, Chittaranjan Avenue, Kolkata-700012, Police Station Bowbazar

Handwritten signature: Sandhuniya Mukherjee
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Pradhumita Mukherjee (having PAN ECXIM3436Q)
 son / daughter / wife of Prasantakr Mahata
 residing at N36, S.C. DEB LANE, KONNAGAR,
HOOBHLI - 712235
 and Prasantakr Mahata (having PAN AXIDM596B)
 son / daughter / wife of Late. Biju Mahata residing at
N36 S.C. DEB LANE, KONNAGAR,
HOOBHLI - 712235, hereinafter referred
 to as 'Purchaser' (which term shall unless repugnant to the context or meaning
 thereof shall be deemed to mean and include his/her/their respective heirs,
 successors, legal representatives, executors, administrators and permitted
 assigns)

(having
 PAN _____) a company incorporated under the provisions of
 the Companies Act 1956 having its registered office situated at _____
 represented by its _____
 hereinafter referred to as 'Purchaser' (which term shall unless repugnant to the
 context or meaning thereof include their respective successor(s)-in-interest
 and/or permitted assigns)

(having PAN
 _____) a partnership firm carrying on business at _____
 represented by its _____ son /
 daughter / wife of _____ hereinafter
 referred to as 'Purchaser' (which term shall unless repugnant to the context or
 meaning thereof include its partners for the time being or such other person
 and/or persons who may be taken in and/or admitted as partner and/or partners
 and their respective successor(s)-in-interest and/or permitted assigns)

HUF (having
 PAN _____) represented by its Karta _____
 son of _____
 residing at _____
 hereinafter referred to as 'Purchaser' (which term shall unless repugnant to the
 context or meaning thereof include its Karta, co-parceners and members for the
 time being and their respective heirs, successors, legal representatives,
 executors, administrators and/or permitted assigns)

TRUST (having PAN
 _____) a Trust incorporated under the meaning of the Indian
 Trust Act 1882 having its registered office at _____
 hereinafter referred to as 'Purchaser' which term shall include the Trustee and/or
 Trustees for the time being and their successor(s)-in-interest/office and/or
 permitted assigns)

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The Developers, Owners, Purchaser/s collectively shall be referred to as 'Parties' and individually shall be referred to as 'Party'.

NOW THIS AGREEMENT WITNESSES AND IT IS AGREED BY THE PARTIES AS FOLLOWS:

4. COMMENCEMENT

- 4.1 This Agreement shall be deemed to have commenced on and with effect from the date of its execution.

5. TITLE OF THE OWNERS:

- 5.1 The Owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** land containing an area of approximately 552 (five hundred fifty two) decimals a little more or less, comprised in L.R. Dag Nos. 5428(Part), 5429, 5430, 5431, 5432(Part), 5433, 5434, 5435(Part), 5436(Part), 5438(Part), 5440(Part), 5441(Part), 5442, 5443, 5444, 5445(Part), 5450, 5451, 5452, 5453, 5454, 5455(Part), 5456(Part), 5457(Part), 5458, 5459, 5460(Part), 5461, 5462(Part), 5466, 5469, 5470, 5471, 5472(Part), 5474, 5476(Part), 5477, 5478, Mouza Bhadrakali, J.L. No. 9 together with structures and building standing thereon, being Municipal Premises Nos. 20 and 22 B Grand Trunk Road, within Ward No. 9 of Uttarpara Kotrung Municipality, Police Station Uttarpara, Sub-Registration District, Serampore, District Hooghly in the state of West Bengal (hereinafter referred to as the said **PROPERTY** and morefully mentioned and described in the **FIRST SCHEDULE** hereunder written) free from all encumbrances whatsoever or howsoever.

- 5.2 The said Property is owned by the Owners by virtue and in pursuance of various documents of title (hereinafter referred to as the **TITLE DOCUMENTS** and morefully mentioned in the **SIXTH SCHEDULE** hereunder written).

6. DEVELOPMENT RIGHTS & ALLOCATION OF AREAS:

- 6.1 By and under a Development Agreement dated 8th October 2010 as re-affirmed and recorded by the parties therein vide a further Agreement dated 29th March 2013 registered with the office of the Additional Registrar of Assurances – III, Kolkata and recorded in Book No. 1, Volume No. 6, Pages 5437 to 5462, Being No. 03041 for the year 2013 (hereinafter referred to as the said **DEVELOPMENT AGREEMENT**) made between the Owners herein therein referred to as the 'Owners' of the first part and the Vendors/ Developers herein therein referred to as the 'Developers' of the second part, the Owners herein appointed and entrusted the Developers herein to develop the said Property under the terms and conditions recorded and contained in the said Development Agreement.
- 6.2 By an agreement dated 25th October 2010 in supplement to the said Development Agreement dated 8th October 2010 between the parties hereto re-affirmed by a further agreement dated 29th March 2013 (hereinafter referred to as the said **SUPPLEMENTARY AGREEMENT**), the Developers' Allocation stood increased by and the Owners' Allocation stood reduced by (a) 61,805 (sixty one thousand nine hundred five) square feet of saleable area of the residential units in the said Complex and (b) 33 (thirty three) number of covered car parking spaces and 12 (twelve) number of open car parking spaces in the Said Complex together with the undivided proportionate share and/or interest of the Developers and Owners in the Common Portions and the land attributable thereto.
- 6.3 Pursuant to the said Development Agreement, the Developers caused to sanction a plan bearing no. 155 dated 23rd August 2012 amended by plan being no. 155 dated 30th March 2013 duly sanctioned by Uttarpara Kotrung Municipality for construction of a multi-purpose building complex comprising of various blocks/buildings upon the land at the said Property (hereinafter referred to as the said **PROJECT**).

- 6.3 In pursuance of the aforesaid sanction plan, the Developers have commenced construction of the said Project.
- 6.4 In terms of the said Development Agreement and said Supplementary Agreement the Developers and the Owners were allotted their respective allocations in the said Project and accordingly the Developers and the Owners have earmarked and demarcated their respective allocations and have recorded the same in the Allocation Agreement entered into between the Owners and Developers.

7. **PROJECT DETAILS:**

7.1 **Project Name of Residential Segment: UNIMARK RIVIERA**

7.2 **Project Land:** The said Property consisting of all that land area approximately 552 (five hundred fifty two) decimals a little more or less, comprised in L.R. Dag Nos. 5428(Part), 5429, 5430, 5431, 5432(Part), 5433, 5434, 5435(Part), 5436(Part), 5438(Part), 5440(Part), 5441(Part), 5442, 5443, 5444, 5445(Part), 5450, 5451, 5452, 5453, 5454, 5455(Part), 5456(Part), 5457(Part), 5458, 5459, 5460(Part), 5461, 5462(Part), 5468, 5469, 5470, 5471, 5472(Part), 5474, 5476(Part), 5477, 5478, Mouza Shadrakal, J.L. No. 9 together with structures and building standing thereon, being Municipal Premises Nos. 20 and 22 B Grand Trunk Road, within Ward No.9 of Uttarpara Kotrung Municipality, Police Station Uttarpara, Sub-Registration District Serampore, District Hooghly in the state of West Bengal for the sake of brevity hereinafter referred to as the "said Property".

7.3 **Plan:** Uttarpara Kotrung Municipality (UKM) has sanctioned/ approved a plan being no. 155 dated 23rd August 2012 further amended by plan bearing no. 155 dated 30th March 2013 for development of the said Property for construction of a multi-purpose building complex comprising of various blocks/ buildings upon the land at the said Property, for the sake of brevity hereinafter referred to as the "said Plan".

7.4 **Description:**

7.4.1 **General:** The Project consists of 3 (three) segments i.e. (i) Residential Segment, (ii) Commercial / Mercantile Segment and (iii) Parking Segment spread over 8 (six) separate Blocks as detailed hereunder:

#	Block	Block / Area Name	Use/Segment
1	BLOCK NO. 1	Regalia	Residential
		Unimark Square	Commercial / Mercantile
		River Island	Clubhouse
		-----	Parking
2	BLOCK NO. 2	Affinis	Residential
		Unimark Square	Commercial / Mercantile
		River Island	Clubhouse
		-----	Parking
3	BLOCK NO. 3	Marina	Residential
		-----	Parking
4	BLOCK NO. 4	Luxuria	Residential
		-----	Parking

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5	BLOCK NO. 5	Oceania ----- -----	Residential Parking
6	BLOCK NO. 6	----- -----	Commercial / Mercantile Parking

7.4.2 **Common Areas and Amenities:** As described in the **THIRD SCHEDULE** hereunder written.

7.5 It is clarified that the layout, building plans and specifications of the Buildings/Project and the Unit(s) are tentative and subject to revision / variation/ modification.

8. **DEFINITIONS AND INTERPRETATIONS:**

8.1 **ARCHITECT:** shall mean M/s Raj Agarwal & Associates of 88 Royd Street, Kolkata – 700016 appointed by the Developers for the Project or such other architect or architects who may be appointed by the Developers for the Project from time to time;

8.2 **ASSOCIATION/ HOLDING ORGANIZATION:** shall mean any Association/ Syndicate/ Society/ Committee/ Company/ Board that may be formed for the purpose of supervision, management and maintenance of the said Project for the common purposes having such rules regulations, bye-laws and restrictions as be deemed proper and necessary;

8.3 **BACK PORTION:** shall be deemed to mean the eastern side of the said Project towards the River;

8.4 **BLOCKS:** shall mean each of the buildings constructed at the said Property containing various self contained flats, units, apartments, shops, offices, constructed spaces and car parking spaces;

8.5 **BUILDING(S):** shall mean any building at the Project consisting of several units/ saleable spaces and the same may consist of one or more blocks;

8.6 **BUILT-UP AREA:** shall mean and include the plinth area of all the constructed spaces in the Project including thickness of the external & internal walls thereof and columns therein and for each Unit, the plinth area of the said Unit shall include the thickness of all external & internal walls thereof and columns therein together with the closet area if any provided however that if any wall or column be common between two Units, then one half of the area under such wall or column shall be included in the area of each such Unit;

8.7 **CLUBHOUSE:** shall mean the areas or spaces in the Project equipped with various facilities and amenities which may include gymnasium, swimming pool, mini movie theater, open deck, spa & massage room, yoga/meditation room, games area, kids play area, club lounge, cafe, community/banquet hall etc. and areas appurtenant thereto, as may be earmarked by the Developers for activity, leisure, entertainment and refreshment of the Transferees and the specifications of which shall be at the sole discretion of the Developers and for which separate rules and regulations for use and enjoyment are intended to be framed by the Developers from time to time;

8.8 **CLUB DEVELOPMENT CHARGES:** shall mean and include non-refundable charges realized by the Developers from the Transferees for development of the Clubhouse;

8.9 **COMMON AREAS AND AMENITIES:** shall mean and include the areas and amenities that are not allotted to any particular Purchaser but are available for common use and enjoyment of the transferees and occupants of the Project

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subject to conditions, restrictions and reservations mentioned herein and also framed by the Developers and/or Association from time to time, and morefully described in the **THIRD SCHEDULE** hereunder written;

- 8.10 **COMMON EXPENSES:** shall mean and include all expenses to be incurred by or on behalf of the Transferees for the maintenance, management, upkeep and administration of the Common Areas and Amenities and for rendition of common services in common to various transferees/occupiers of the Project and morefully described in the **SIXTH SCHEDULE** hereunder written;
- 8.11 **COMMERCIAL/ MERCANTILE SEGMENT:** shall mean the spaces and/or areas in any of the blocks and buildings in the Project meant and intended for commercial/ mercantile/ retail/ shopping purpose;
- 8.12 **COMPLETION:** shall mean completion of the construction and erection of the Block/Building in the Project in which the Purchaser's Unit is located, as certified by the Architect;
- 8.13 **DEVELOPMENT AGREEMENT:** shall mean the Development Agreement dated 8th October 2010 as re-affirmed and recorded by the parties therein vide a further Agreement dated 29th March 2013 registered with the office of the Additional Registrar of Assurances – III, Kolkata and recorded in Book No. 1, Volume No. 6, Pages 5437 to 5462, Being No. 03041 for the year 2013;
- 8.14 **FACILITY MANAGER:** shall mean such person or entity who may be appointed by the Developers or the Association after its formation on such terms and conditions as the Developers and/or the Association thinks fit and proper for undertaking maintenance of the Common Areas and Amenities;
- 8.15 **FRONT PORTION:** shall be deemed to mean the western side of the said Project towards the G.T. Road;
- 8.16 **PARKING SEGMENT:** shall mean the multi-level, covered as also the open spaces in the said Project whereat light motor vehicles of standard size and/or two-wheelers can be parked;
- 8.17 **PROPORTIONATE or PROPORTIONATELY:** according to the context shall mean the proportion of the chargeable area of the Unit(s) to the total chargeable area of all the units in the Project;
- 8.18 **PROJECT:** shall mean the project of construction of a multi-purpose building complex comprising of various blocks/ buildings upon the land at the said Property;
- 8.19 **RESIDENTIAL SEGMENT:** shall mean and include the spaces and/or areas in any of the blocks and buildings in the Project meant and intended for residential purpose;
- 8.20 **RIVER:** shall mean the river, Hooghly/ Ganges on the eastern side of the said Property;
- 8.21 **ROOF:** shall mean and include the ultimate roof of the Building in which the Unit(s) intended to be sold and transferred is situated;
- 8.22 **SALEABLE SPACES/UNITS:** shall mean various saleable spaces / constructed areas in the Project, be it flats, apartments, shops, offices, showrooms, utility rooms etc., capable of being independently and exclusively held used occupied and enjoyed by any person and shall include the attached terraces, exclusive gardens or private lawns, if any attached to any unit/s together with the attributes thereto;

- 8.23 **CHARGEABLE AREA** shall mean the area which includes the built-up area of the particular unit/saleable space and/or the constructed area of the said project including the plinth area, foundations, walls, columns, beams, support etc. together with the charged area of open terraces etc. together with the undivided proportionate share in the Common Areas and Amenities;
- 8.24 **TITLE DOCUMENTS** shall mean and include various documents of title of the Owners in respect of the said Property by virtue and in pursuance of which the Owners are entitled to the said Property;
- 8.25 **TRANSFEREES** shall mean all the prospective or actual buyers, who for the time being have agreed to purchase any Unit(s) in the said Project and for all unsold Units, the Owners and the Developers herein for their respective allocations;
- 8.26 **UNIT** shall mean and include the Unit morefully described in the **SECOND SCHEDULE** hereunder written;
- 8.27 **UNDIVIDED SHARE** shall mean the proportionate impartible variable undivided share in the land comprised in the said Property attributable to the said Unit.

INTERPRETATIONS

In this Agreement save and except as otherwise expressly provided:

- 8.28 Words imparting SINGULAR shall include PLURAL and vice versa and words imparting MASCULINE GENDER shall include FEMININE GENDER and NEUTER GENDER and vice versa;
- 8.29 The headings in this Agreement are inserted for the ease and convenience of reference only and shall not modify or affect the interpretation or construction in the provisions of this Agreement;
- 8.30 Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning;
- 8.31 A reference to a document includes any amendment and supplement to that document.
- 8.32 A reference to a Party to any documents shall be deemed to mean and include that party's successors/successors in interest and permitted assigns;
- 8.33 Schedules, Plans and Attachments appended to this Agreement form a part of this Agreement and shall always be taken into consideration for interpreting the complete understanding between the parties hereto.
- 8.34 All monetary amounts are expressed in Indian Rupees. All payment of sums, charges, fees, costs, expenses and other amounts contemplated in this agreement shall be paid in Indian Rupees.
- 8.35 Any reference to any period commencing from a specified day or date and till and until a specific day or date shall include both such days and dates.
- 8.36 All reference to Articles, section and number refer to Articles and sections of this Agreement and all references to Schedules shall refer to the schedules attached hereto.
- 8.37 The words 'herein', 'hereunder', 'hereafter', 'hereto' and words of similar impart refer to this Agreement as a whole and not to any particular Article or section hereof.
- 8.38 Any covenant by the Purchaser not to act or do anything shall be deemed to include their obligations not to permit the said act or things to be done.

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- 8.39 Any reference to any act of Parliament or state legislature in India refer to that act as it applies at the date of this Agreement whether general or specific shall be deemed to mean and include any amendment, replacement or reenactment thereof for the time being in force and to include any byelaws, statutory instruments, rules, regulations, orders, notices, consent, permission made there under.

9. PURCHASER'S ACKNOWLEDGEMENTS:

- 9.1 The Purchaser has prior to execution of this Agreement already inspected and got himself/herself/itself/themselves satisfied about the physical nature and measurement of the land comprised in the said Property and has also made necessary and relevant enquiries and has accepted the specifications of the materials to be used, measurements, dimensions, designs, drawings and boundaries of the proposed Project. The Purchaser has appraised himself/herself/itself/themselves about the Title Documents, the Plan and all other necessary documents and agreements and has fully satisfied himself/herself/itself/themselves about all aspects of the Project including:

- a) the title of the Owners in respect of the said Property;
- b) the right, title and entitlement of the Vendors/ Developers in respect of the Unit(s) and the said Property;
- c) the said Plan;
- d) the Built-up area and Chargeable area of the Unit(s) and the Project;
- e) the Specifications;
- f) the Common Areas and Amenities;
- g) the Clubhouse;
- h) the Project Details including progressive phase-wise construction completion and delivery of various Buildings/Blocks and the Common Areas and Amenities;
- i) the rights, title and interest which the Purchaser is going to acquire in respect of the Unit and appurtenants thereto; and
- j) the terms and conditions of this Agreement.

And the Purchaser hereby agrees to and covenants with the Developers and the Owners not to raise any dispute or put forward any objections thereto or make any requisitions in connection therewith in future.

- 9.2 The Purchaser acknowledges that the said Plan and the details of the said Project are tentative and are subject to revision/ variation/ modifications/ alterations by the Developers as the circumstances so warrant for which the Purchaser extends his/ her/ their/ its express consent.
- 9.3 The Purchaser acknowledges that the Purchaser shall abide by the rules and regulations framed by the Developers from time to time for the use and enjoyment of the Common Areas and Amenities including the Clubhouse.
- 9.4 The Purchaser has represented and assured the Vendors/Developers that the Purchaser is legally and otherwise competent to enter into this agreement and has adequate financial capacity to purchase and acquire the said Unit(s) and has adequate competence to fulfil his/ her/ its/ their obligations under these presents.
- 9.5 The Purchaser shall furnish copies of requisite documents, information and details relating to its identity including PAN card as required by the Developers and/or the Owners from time to time.
- 9.6 The Purchaser shall abide by and comply with all applicable rules, regulations and statutes as laid down and notified by the appropriate governments or its departments from time to time relating to purchase of the said Unit(s) and remittance of funds.







- 9.7 The Purchaser acknowledges that until formation of the Association or Holding Organization, the Developers shall cause to maintain the Project and the Common Areas and Amenities by appointment of Facility Manager or otherwise. The Purchaser further acknowledges that the Buildings / Blocks and Common Areas and Amenities shall be handed over to such Facility Manager for maintenance progressively upon completion and the Purchaser herein agrees to bear such expenses proportionately from the date of such completion.
- 9.8 The Purchaser hereby agrees to and covenants with the Developers not to raise any dispute or put forward any objections with respect to any ongoing construction work of other parts of the Project such as other Buildings/Blocks and the Common Areas and Amenities; and also acknowledges that in as much as the Common Areas and Amenities are to be common for the entire Project, the same shall be provided only upon completion of the entire Project. So far as the Buildings/Blocks in which the said Unit is situated are concerned, the same shall be deemed to have been completed if certified so by the Architect.

10. TRANSFER

- 10.1 The Developers and the Owners have agreed to sell transfer and convey and the Purchaser has agreed to purchase and acquire **ALL THAT** the residential flat being Unit No. 4J containing chargeable area of 7054 sq. ft. (built-up area 785 sq. ft.) be it a little more or less on the 4th floor of the Building being Block No. 2 namely REALIA in the said Project at the said Property (hereinafter referred to as the said UNIT(S) morefully described in the **SECOND SCHEDULE** hereunder written) together with undivided proportionate impartible variable share in the land comprised in the said Property attributable thereto free from all encumbrances together with right to use the Common Areas and Amenities together with the right of car parking over 02 open and/or NIL covered car parking space on the N/A level in the said Project, but subject to the Purchaser making payment of all the amounts agreed to be paid by the Purchaser to the Developers and also performing and observing all the terms and conditions appearing herein.
- 10.2 The Common Areas and Amenities in the said Project shall be such as shall be necessary or be required and as thought fit and determined by the Developers for the beneficial enjoyment of the said Unit(s) and such Common Areas and Amenities shall be declared and/or identified by the Developers in their absolute discretion.
- 10.3 The undivided share shall always remain impartible and variable.
- 10.4 The right of the Purchaser shall remain restricted to the said Unit(s) only together with right to use the Common Areas and Amenities and the right to use the car parking space expressly agreed to be granted under this agreement and the Purchaser shall not claim any right over other saleable spaces/ units in the said Project.
- 10.5 The specific location of the car parking space (if any) expressly agreed to be granted under this agreement for use by the Purchaser shall be identified solely by the Developers at the time of delivery of possession of the said Unit(s) to the Purchaser, and such identification (if any) shall be final and binding on the Purchaser.
11. CONSIDERATION
- 11.1 The total consideration for the said Unit(s) is Rs. 35752400/- (Rupees THIRTY FIVE LAKHS SEVENTY FIVE THOUSAND TWO HUNDRED FORTY) only (for the sake of brevity hereinafter referred to as the **CONSIDERATION AMOUNT**) which the Purchaser shall pay to the Developers in the manner mentioned in the **SEVENTH SCHEDULE** appearing hereinafter.

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- 11.2 In addition to the said Consideration Amount, the Purchaser shall pay and bear all applicable statutory duties, levies, outgoings and expenses including Service Tax, VAT, stamp duty, registration fees etc.
- 11.3 **Essence of Contract:** The time for payment of the aforesaid Consideration Amount shall be the essence of the contract irrespective of whether any formal demand is made by the Developers to the Purchaser or not.
- 11.4 **No abatement:** The Purchaser shall not be entitled to claim any abatement or deduction from the said Consideration Amount save and except in terms of this Agreement.

12. **EXTRA CHARGES AND INTEREST FREE DEPOSITS:**

- 12.1 In addition to the said Consideration Amount, the Purchaser shall be liable to bear and pay to the Developers various amounts towards non-refundable costs and charges for various installations, facilities and amenities to be provided by the Developers in the Project (hereinafter referred to as the **EXTRA CHARGES** and the details whereof shall appear from **PART-I** of the **EIGHTH SCHEDULE** appearing hereinafter written) and also the interest free deposits in various accounts (hereinafter referred to as the **DEPOSITS** the details whereof shall appear from **PART-II** of the **EIGHTH SCHEDULE** appearing hereinafter written) and the surplus/deficit of the said Deposits shall be transferred to the Association/Holding Organization upon its formation after deduction of all expenses and adjustment of outstandings from the various transferees.
- 12.2 The amounts towards Extra Charges and Deposits together with all applicable taxes including service tax must be paid by the Purchaser to the Developers in the manner mentioned in the **PART-III** of the **EIGHTH SCHEDULE** appearing hereinafter.

13. **COMPLETION:**

- 13.1 Upon the Purchaser fulfilling his/her/its/their obligations under these presents and subject to any force majeure, the Developers shall construct and complete the said Unit(s) in habitable condition and according to the specifications morefully described in the **FOURTH SCHEDULE** and shall complete the Common Areas and Amenities morefully described in the **THIRD SCHEDULE**.
- 13.2 It is agreed and covenanted by the Purchaser that the Developers shall be at liberty to amend and vary the plans, specifications and the Common Areas and Amenities as may be warranted by the circumstances and/or required by any statutory authorities. The certificate of the Architect as to the habitability and the specifications of the said Unit(s) shall be regarded as final and binding upon the parties herein.

14. **POSSESSION:**

- 14.1 **Time for Possession:** The Developers shall issue a notice (**Notice for Possession**) to the Purchaser offering delivery of the possession of the said Unit(s) in habitable condition within a period of 42 (forty two) months from the date of execution of this Agreement, along with a further grace period of 12 (twelve) months, provided the Purchaser is in observance and fulfillment of his/her/its/their obligations in terms of this Agreement.
- 14.2 **Deemed Possession:** In the event of failure of the Purchaser to take physical possession of the Unit(s) within a period of 15 days from the date of issuance of the said Notice for Possession, the Purchaser shall be deemed to have taken possession of the Unit(s) on the 15th day from the date of the said Notice for Possession and in such event the Purchaser shall be liable to pay a sum @ Rs. 2.00/- (Rupees Two) per square feet of the Chargeable Area of the Unit per

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Signature

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month to the Developers towards guarding charges till the date of actual physical possession.

- 14.3 **Satisfaction of the Purchaser:** The Purchaser shall be deemed to be completely satisfied with regard to the measurement, areas, quality, materials, specifications, finish, workmanship and all other aspects of the construction of the said Unit(s) and the Project upon the possession of the said Unit(s), and the Purchaser shall not raise any dispute or claim thereafter.

15. **CONVEYANCE AND DOCUMENTATION:**

- 15.1 **Deed of Conveyance:** After completion of the project and upon receipt of the said Consideration Amount and other amounts in terms of these presents in entirety, the transfer of the said Unit(s) shall be caused to be completed in favour of the Purchaser by execution of the Deed of Conveyance and presentation of the same before the concerned registering authority subject to payment of applicable stamp duty, registration charges, statutory fees and all other incidental expenses by the Purchaser. The Deed of Conveyance shall be prepared by the Developers and/or through the appointed lawyer, advocate or consultant of the Developers.
- 15.2 **Execution and admission:** The parties herein shall execute the Deed of Conveyance for transfer of the said Unit(s) in favour of the Purchaser and admit execution thereof upon appearance before the office of the concerned registering authority on the date, venue and time as fixed by the Developers or their appointed lawyer, advocate or consultant.
- 15.3 **Cost of registration:** The Purchaser shall bear and pay all cost and expenses of stamp duty, registration charges and other statutory fees and other incidental expenses in relation to preparation, execution and registration of this agreement and the proposed deed of conveyance for the transfer of the Unit(s) in favour of the Purchaser.
- 15.4 **Statutory taxes:** Service Tax, Works Contract Tax, Value Added Tax or any other tax imposition or levy by the State Government, Central Government or any Statutory Body or Authority over/ in respect of the said Unit(s) shall be paid and cleared by the Purchaser as per the demands that may be imposed and/or made by the authority or Developers from time to time, and in any case before taking possession of the said Unit(s).
- 15.5 **Documentation charges:** The Purchaser shall bear and pay a sum equivalent to 1% (one per cent) of the Consideration Amount plus service tax to the person nominated by the Developers towards the documentation charges for the preparation of this agreement, the proposed deed of conveyance and other necessary documents for transfer of the said Unit(s). It is agreed that fifty per cent (50%) of such documentation charges shall be paid by the Purchaser upon execution of this agreement and the balance fifty per cent (50%) shall be paid by the Purchaser on or before the execution of the proposed deed of conveyance or at the time of possession of the said Unit(s), whichever is earlier, as more fully mentioned in Part IV of the EIGHT SCHEDULE hereunder written.

16. **RATES, TAXES, EXPENSES AND MUTATION:**

- 16.1 **Municipal Taxes:** The Purchaser shall be liable to pay all the municipal rates, taxes and outgoings in respect of the said Unit(s) leviable for the period from the date of execution of the proposed deed of conveyance or from the date of possession (actual or deemed whichever is earlier) of the said Unit(s) in favour of the Purchaser whichever is earlier.
- 16.2 **Payment until separate assessment/apportionment and/or mutation:** Until separate assessment/ apportionment and/or mutation of the said Unit(s), the Purchaser shall periodically pay and/or reimburse to the Developers the proportionate amount of municipal rates, taxes, outgoings and impositions as

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may be found payable on account and in respect of the said Unit(s) from the date of possession or from the date of execution of the proposed deed of conveyance whichever is earlier.

- 16.3 **Payment upon separate assessment/apportionment and/or mutation:** Upon the separate assessment/ apportionment and/or mutation of the said Unit(s), the Purchaser shall solely be responsible to pay such entire rates, taxes, outgoings and impositions as may be assessed on account and in respect of the said Unit(s).
- 16.4 **Other impositions:** Besides the amount of such municipal rates, taxes, outgoings and impositions, the Purchaser shall also proportionately bear and pay all other applicable rates and impositions wholly for the Unit(s) and proportionately for the Project from the date of possession or from the date of execution of the proposed deed of conveyance for transfer of the said Unit(s) in favor of the Purchaser, whichever is earlier.

17. **PURCHASER'S COVENANTS, ACKNOWLEDGEMENTS AND OBLIGATIONS:**

The Purchaser shall:

- i) Make payment to the Developers of all amounts due and payable and as and when payable under this Agreement.
- ii) Not to do or cause to be done any acts deeds or things by virtue of which development of the Project or any portion thereof is hampered, obstructed, delayed or stopped.
- iii) Not be entitled to have any claim of whatsoever nature over and in respect of the Common Areas and Amenities, excepting the right to use and enjoy the same along with all other Transferees.
- iv) Not raise any obstruction/dispute upon the Developers to make any constructions/raising additional stories in any of the Buildings at the said Project.
- v) Not to raise any objection/dispute upon the Developers in causing any modification/ alteration/ variation in the Plan as may be permitted by the sanctioning authorities provided that such modification/ alteration/ variation shall not affect the stability of the said Unit(s).
- vi) To co-operate with the Developers/facility manager appointed by the Developers/in the management and maintenance of the Common Areas and Amenities of the said Project.
- vii) To become member of such Association/ Holding Organization upon its formation and to pay the share(s) of deposits subscription and such fees and charges as may be levied and decided by the Developers and/or the Association/Holding Organization and not to raise any dispute.
- viii) Abide by and observe all the rules and regulations framed from time to time either by the Developers or by the agent/ facility manager appointed by the Developers or by the Association/Holding Organization for the maintenance, management and common purpose/expenses without raising any objection thereto.
- ix) To allow the Developer and/or any authorized representative with or without the workmen on prior notice to enter into the said Unit(s) for completion repairs and for the common purposes.
- x) To bear and pay the proportionate amount of common expenses more fully described in FIFTH SCHEDULE hereunder written and to pay such common expenses with interest calculable at the rate of 18% p. a. in the event of default or delay in payment of the said common expenses. The Purchaser agrees and acknowledges that the Association/Holding Organization shall be entitled to disconnect and/or suspend the common services attached to the Purchaser's Unit(s) and suspend the use of Clubhouse, lifts and other facilities, services and amenities until the said dues with interest accrued thereon is paid together with reconnection charges (if any).

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- xi) Regularly and punctually pay/reimburse electricity charges and other utility charges and outgoings for the said Unit(s).
- xii) To bear and pay the municipal rates taxes levies and other outgoings relating to the Unit(s) to the Developers or to the agent/ facility manager or to the Association/Holding Organization upon its formation for the period commencing from the date of possession or date of execution of the proposed deed of conveyance, whichever is earlier until the apportionment/ assessment of the Unit(s) as a separate unit.
- xiii) To bear and Pay the municipal rates taxes levies and other outgoings relating to the said Unit(s) directly to the concerned authorities after separate apportionment/ assessment of the said Unit(s).
- xiv) Abide by all pollution control and fire laws, guidelines and regulations.
- xv) Not use the said Unit(s) or permit the same to be used for any illegal or immoral purpose or for any purpose other than for which the said Unit(s) has been sanctioned by the sanctioning authorities.
- xvi) Not use the said Unit(s) or permit the same to be used for a place of religious worship, boarding house, guest house, club, restaurant, entertainment centre, nursing home.
- xvii) Not to park or cause to be parked any car and vehicles on the car parking spaces or other spaces/ areas of the Buildings except on the spaces/ areas for which express right shall be granted to the Purchaser to park the car and vehicles.
- xviii) Not to change the color scheme of the Building or the exterior of the Unit(s) without the written consent of the Developers or Association/Holding Organization.
- xix) Not to keep, raise and breed any animal, reptile or bird in the said Unit(s) or anywhere else at the Project except the pets under approval of the Developers and the Association/ Holding Organization upon its formation provided they are not kept or bred for any commercial purpose and are housed within the said Unit and abided by all applicable rules and regulations.
- xx) Not to make any animal sacrifices at the common areas or any part of the Project.
- xxi) Not erect, install and/or fix any external wireless or television antenna.
- xxii) Not to sub-divide the said Unit(s) and/or car parking space(s) if allotted and attributes/ appurtenances thereto.
- xxiii) Not to place or store in the common areas any goods or things whatsoever.
- xxiv) Not to bring or permit to keep in the Unit(s) any machinery goods or other articles which shall or may strain or damage any part or portion of Buildings at the Project.
- xxv) Not to operate any heavy machine so as to endanger the structure of the building or damage the floor or roof or outer walls of any Unit.
- xxvi) Not to shift or obstruct any windows or lights and not to put box grills/collapsible gates in the verandah and/or windows which are not as per the design suggested or approved by the Architect.
- xxvii) Not to do or permit any opening, structural change or change in elevation without the consent in writing of the Developers or the Association / Holding Organization.
- xxviii) Not to throw or accumulate or cause or permit to be thrown or accumulate any dirt, rubbish or other refuse save and except to such extent and at such place or places as be permitted and specified/designated by the Developers and the Association/ Holding Organization upon its formation.
- xxix) Not to install any exterior loudspeakers without the permission of the Developers and the Association/ Holding Organization upon its formation.
- xxx) Not to hang or display any clothes or articles of any kind on the outside of the windows or the places of outside windowills, outside walls, balconies and parking spaces.



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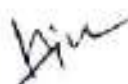
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- xxxj) Not to do or cause to be done anything whereby the insurance premium of the Buildings shall increase or which shall result in cancellation of insurance policy of the Buildings or any of them.
- xxxii) Not to do anything or cause anything to be done whereby the structural stability of the Buildings or any of them shall be adversely affected.
- xxxiii) At all times the Purchaser shall keep the interior wall, fittings, fixtures, appurtenances, floor, ceiling etc. of the said Unit in good condition and repair so as not to cause any damage to the building or any other space or accommodation thereon and shall keep the others occupiers of the building and/or the said Project indemnified from and against the consequences of any damage arising there from.
- xxxiv) Not to do anything or cause anything to be done whereby the common amenities fixtures and gadgets installed for the Project shall be damaged or adversely affected.
- xxxv) Not to make any constructions on the car parking spaces, roof/terrace and common areas.
- xxxvi) Not to do anything whereby the other unit owners or the co-purchaser or the co-transferees are obstructed or prevented from enjoying their respective units quietly and exclusively.
- xxxvii) To keep the said Unit(s) in good state or repairs and condition and to carry out necessary repairs or replacements as and when required.
- xxxviii) Not to put up or affix any articles including nameplate signage and letter box or other similar articles in any of the common areas or outside walls and doors of the said Unit and/or the said Project save and except at the place and in the manner approved or provided therefore by the Developers or the Association/ Holding Organization.
- xxxix) Not to bring nor store and/or allow to be kept or stored in the said Units(s) any offensive article or substances of combustible, obnoxious, hazardous, inflammable or dangerous nature and to comply with all recommendations of the fire authority as to fire precautions.
- xl) Not to discharge into any serving pipe any oil grease or other material or substances which might be or become a source of danger or injury to the drainage system of the said Property or portion thereof.
- xli) Not to dispute or object to the location of the car parking space(s) (if any) identified by the Developers for use by the Purchaser.
- xlii) To observe such other covenants as be deemed reasonable and framed from time to time by the Developers and/ or the Association/ Holding Organization.
- xliii) Not to install any air conditioner and/or exhaust fan save and except at the place(s) approved by the Developers or the Association/ Holding Organization upon its formation.
- xliv) Not to raise any obstruction/dispute upon the Owners/the Developers to make any constructions/raising stores in any of the Buildings at the said Property.
- xlv) Not to raise any claim over the common areas and amenities exclusively reserved for other segments of the said Property.
- xlvi) Not to raise any disputes, obstructions or objection upon the owners/ occupiers of other segments to use and enjoy the common areas and amenities.

18. DEFAULT:

- 18.1 **Default of the Purchaser:** Notwithstanding anything herein contained, in case the Purchaser commits any default in performing and observing his/her/their/its covenants and obligations herein including default of the Purchaser in making payment of the Consideration Amount, Deposits, Extra Charges and/or other amounts payable in terms of this Agreement on any ground whatsoever, the Developers shall issue a notice to the Purchaser requiring the Purchaser to comply with his/her/their/its obligations and/or make the due payments together with the interest calculable @ 18% (eighteen per cent) per annum within a period of 15 (fifteen) days from receipt of such notice. In the event of failure of the Purchaser comply with his/her/their/its obligations and/or make the due payments

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within such prescribed period, the Developers shall have option either to seek specific performance of this agreement; or to rescind/ cancel this agreement and claim/forfeit an amount equivalent to 10% (ten percent) of the Consideration Amount towards the pre-determined liquidated damages and refund the rest of the sum of the payments, if any, lying with the Developers to the Purchaser without any interest. In such event the Purchaser shall not have any subsisting rights or claim of whatsoever nature over the said Unit(s) or on any part of the said Project in any manner whatsoever.

- 18.2 Default of the Developers:** In the event of the failure/ default of the Developers to deliver possession of the said Unit(s) within the time stipulated herein, or termination of this agreement by the Developers (except for the reason of Force Majeure) in spite of observance and fulfillment of all the obligations of the Purchaser and payment of all amounts payable by the Purchaser to the Developers in terms of this Agreement, the Purchaser shall have the option either to seek specific performance of this agreement or to rescind/ terminate this agreement and claim refund of all payments made by the Purchaser by that time to the Developers in terms of this Agreement together with the interest @ 12% (twelve percent) per annum from the date of delay/default beyond the stipulated time mentioned herein.
- 18.3 Termination due to Force Majeure:** It is acknowledged by the Purchaser that the Developer may be constrained to terminate this Agreement due to some Force Majeure conditions which may not be rectified or remedied in spite of all reasonable efforts by the Developers. In case of such termination, in spite of observance and fulfillment of all the obligations of the Purchaser in terms of this Agreement, the Developer shall not be regarded in breach of any of the terms and conditions herein contained and on the part of Developers to be observed and performed, and in such an event the Developers shall within a period of three (3) months from such termination, refund to the Purchaser all amounts by then received by the Developers from the Purchaser without any interest, and in that event the Purchaser shall not have any subsisting rights or claim of any nature over the said Unit(s) or any part of the Project and/or the said Property in any manner whatsoever nor shall be entitled to seek specific performance of this Agreement.
- 18.4 Cancellation by the Purchaser:** If the Purchaser requires to cancel/rescind this Agreement on his/her/their/its own accord, the Purchaser must issue a notice of cancellation in writing to the Developers. In such case, the Developers shall be liable to refund the amounts paid by the Purchaser to the Developers without any interest and after retaining/deducting 10% (ten percent) of the Consideration Amount by way of pre-determined liquidated damages and adjusting any other outstandings, within 180 days of such cancellation. In such event the Purchaser shall not have any subsisting rights or claim of whatsoever nature over the said Unit(s) or on any part of the said Project in any manner whatsoever and the Developers shall be entitled to deal with or transfer the said Unit(s) at its absolute discretion as it may deem fit and proper.
- 19. NOTICE:**
- 19.1 Mode of Notice:** Notices under this Agreement shall be served by messenger or registered post/speed post with due acknowledgement at the addresses of the parties mentioned herein, unless the address is changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on the date of delivery if sent by messenger and (2) on the 4th day of handing over the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by any of the parties.
- 19.2 Notice for breach of terms:** In the event of breach of the agreements, covenants and terms and conditions of this agreement by any of the parties herein, the other party, shall issue a notice to the party committing such breach

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and require that to cure and remedy such breach within a period of fifteen (15) days from the receipt of such notice.

- 19.3 **Notice for change of address:** A party shall give a written notice to the other parties in the manner set forth above regarding any change in its address within 7 days of any such change, it being expressly agreed and understood that such party shall be liable and responsible for any consequences arising from his/her/its/their failure to intimate such change of address.

20. **FORCE MAJEURE:**

- 20.1 It is acknowledged by the Purchaser that there are certain factors and circumstances due to which the development work may be affected, restricted or prohibited and/or the construction of the said Unit(s) may be barred, delayed or hampered for an indefinite period and the Developers may not be in a position to deliver the possession of the said Unit(s) within the stipulated period mentioned herein or at all. Such factors and circumstances shall be treated and deemed as Force Majeure, which shall include (but shall not be limited to) flood, earthquake, storm, tempest, war, civil commotion, terrorist attack, local disturbance, litigation, lock out, riot or any other natural calamities, acts of God, denial or refusal to grant or revocation of any required permits, any prohibitory and/or restraining order(s)/direction(s) from any court/tribunal/statutory authorities / municipality etc. as the case may be or in obtaining any clearance certificate or in fulfillment of any compliances, or such other reasons beyond the control of the Owners and the Developers.

- 20.2 The Developers shall not be held responsible or liable for non-observance of any of the terms of this Agreement and/or due to the failure or delay in handing over possession of the Unit(s) and/or car parking spaces as a consequence of an event or circumstance of Force Majeure for so long as that event or circumstance of Force Majeure is in effect and continuing.

- 20.3 In the event of any circumstance of Force Majeure causing a delay in the performance of any obligations to be performed by the Developers in terms of this Agreement, then the period for performing such obligations shall be extended to the extent necessary to compensate for the delay. It is made clear that the period for completion and/or delivery of possession of the said Unit(s) will be extended for a period equal to the duration of any event or circumstance of Force Majeure.

21. **MISCELLANEOUS:**

- 21.1 **Indian Law:** This Agreement shall be subject to Indian Laws.
- 21.2 **Confidentiality and Non-Disclosures:** The parties shall keep confidential all non-public information and documents concerning the transaction contemplated herein unless compelled to disclose such information/documents by judicial or administrative process or by other requirements of law.
- 21.3 **Partial Invalidity:** If any provision of this Agreement or the application thereof, to any circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any such provision is so held to be invalid, illegal or unenforceable, the parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner, which is not invalid, illegal or unenforceable.
- 21.4 **Alteration of spaces:** It is expressly agreed and declared that the Developers shall be entitled to make alteration in the space, location and installation of the Common Areas and Amenities including the Clubhouse as deemed necessary

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and suitable and this shall be treated as the express consent of the Purchaser in favour of the Developers for the purpose as aforesaid.

- 21.5 **Use of Clubhouse:** The Purchaser agrees to follow and adhere to the rules, regulations and byelaws as may be framed by the Developers and/or the Holding Organization for the use and enjoyment of the areas comprised in the Clubhouse. It is clarified that certain facilities in the Clubhouse may be made available on a pay and use basis.
- 21.6 **Right to Mortgage:** The Purchaser shall have the right to obtain home loan finance and/or financial assistance from any Bank/Financial institution as approved by the Developer from time to time for the purpose of creating mortgage in respect of the said Unit(s) provided however the Purchaser shall observe and perform the covenants, obligations, restrictions, stipulations, terms and conditions including payment of all amounts stated in this Agreement and in no event shall the Developers assume any liability and/or responsibility for any such loan or financial assistance availed by the Purchaser. In the event of the Purchaser obtaining such loan or financial assistance, the Developers are hereby authorized and empowered to act in accordance with the instructions of the Bank/Financial Institution in terms of the agreement between the Purchaser and the Bank/Financial Institution.
- 21.7 **Raising of finance by Developers:** It is expressly declared and confirmed that in case of the Developers raising and obtaining any finance or loan from the banks, financial institutions or from other sources against the said Project, such finance or loan in respect of the said Unit(s) shall be liquidated by the Developers prior to delivery of possession of the Unit(s) in favor of the Purchaser on full payment of the Consideration Amount and other payments by the Purchaser in terms of these presents and this shall be treated as the express consent of the Purchaser in favor of the Developers.
- 21.8 **Assignment by the Purchaser:** It is declared and confirmed that the Purchaser shall not be entitled to transfer/assign the benefits of this agreement in favor of any third person(s) without obtaining the prior written approval of the Developers, provided however such approval shall not be unreasonably withheld subject to (i) the payment of a sum @ Rs. 50/- (Rupees Fifty) per sq. ft. of the Chargeable Area of the said Unit(s) plus applicable taxes to be paid by the Purchaser to the Developers as charges/pre-determined damages for such transfer/assignment, (ii) consent from the Bank/Financial Institution from which the Purchaser has obtained home loan finance and/or financial assistance (if applicable) and (iii) expiry of 18 months (lock-in period) from the date of this Agreement during which it is agreed that the Purchaser shall not be entitled to seek permission of the Vendor for any assignment. In the event of such transfer/ assignment, the assignee shall be obliged to fulfill and observe all the covenants and obligations of the Purchaser under this Agreement, including those that remain unfulfilled by the Purchaser even retrospectively at the time of such assignment.
- 21.9 **Registration of Agreement:** The Purchaser has committed himself/ herself/ itself/ themselves and/or has assumed the complete responsibility and obligation to get this Agreement registered and make payment of proper stamp duty and in no event the Developers shall be liable and/or responsible for the same. In case of any failure on the part of the Purchaser in getting this Agreement properly stamped and registered, and if the Developers have to provide this agreement in evidence then any amount which may become payable on account of stamp duty, registration charges, penalty and interest shall be paid borne and discharged by the Purchaser and the Purchaser hereby agrees to indemnify and keep the Developers indemnified from and against all costs charges claims actions suits and proceedings.
- 21.10 **Measurement of the Unit(s):** The measurement of the area of the said Unit(s) is subject to final determination by the Architect upon completion of construction and the said Consideration Amount and other payments under this Agreement

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may increase/ decrease proportionately in accordance with the variation of the built-up area of the said Unit(s) for which the parties herein expressly record their consent.

- 21.11 **Developers' Right to Display:** The Developers shall be perpetually entitled to use the elevation, common parts of the buildings/blocks of the Project, the Common Areas and Amenities as also the open spaces, boundary walls etc. for the purpose of advertising, exhibiting and displaying any neon sign board, signage, brand, logo etc..
- 21.12 **Name:** The Residential Segment of the Project shall always and forever be known by the name of "Unimark Riviera" or by such other name as may be determined by the Developers.
- 21.13 **Defect Liability:** Any justified construction defects in the said Unit(s) shall be rectified by the Developers free of cost for a period of 1 (one) year to be reckoned from the date of possession or date of deemed possession, whichever is earlier. The Developers shall not be liable for the damage/ decay caused by natural wear and tear or by any act and/or neglect of the Purchaser or Transferees. The following defects must be pointed out to the Developers at the time of taking possession of the said Unit(s), and no complaints shall be entertained in regard to the following cases thereafter:
- a. Cracks in sanitary ware like EWC and washbasin
 - b. Cracks in glass panes
 - c. Chipped off or broken dado tiles or floor tiles
 - d. Scratches in or damage to CP fittings and fixtures
 - e. Door fixtures and fittings
 - f. Electrical fixtures and fittings
- 21.14 **No waiver:** Any delay tolerated and/or indulgence shown by the either party in enforcing the terms and conditions herein mentioned or any tolerance shown shall not be treated or construed as a waiver of any breach nor shall the same in any way prejudicially affect the rights of any of the parties hereto.
- 21.15 **No modification without writing:** No modifications, amendments or waiver of any of the provisions of this agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by the parties hereto.
- 21.16 **Binding to Successors and Permitted Assigns:** This agreement shall be binding on the parties hereto and their respective successors and permitted assigns.
- 21.17 **Supersession:** This Agreement supersedes all other previous agreements, understandings, discussions etc.
- 21.18 **Counterparts:** This agreement has been prepared and executed in two (2) sets in original and one set of which shall be kept and lying in the custody of the Purchaser and other set shall be kept and lying in the custody of the Developers.

22. **ARBITRATION:**

All disputes and differences between the parties hereto arising out of this Agreement if not settled amicably shall be referred to arbitration being a reference within the meaning of The Arbitration and Conciliation Act, 1996 or any modification thereof for the time being in force. The Arbitrator shall decide the procedure and type of award (speaking or non-speaking). The venue shall be Kolkata and the language shall be English.

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23. **JURISDICTION:**

The Courts at Kolkata alone shall have the jurisdiction to entertain try and determine all actions suits and proceedings arising out of these presents between the parties herein.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(PROPERTY)

ALL THAT a land area approximately 552 (five hundred fifty two) decimals a little more or less, comprised in L.R. Dag Nos. 5428(Part), 5429, 5430, 5431, 5432(Part), 5433, 5434, 5435(Part), 5436(Part), 5438(Part), 5440(Part), 5441(Part), 5442, 5443, 5444, 5445(Part), 5450, 5451, 5452, 5453, 5454, 5455(Part), 5456(Part), 5457(Part), 5458, 5459, 5460(Part), 5461, 5462(Part), 5468, 5469, 5470, 5471, 5472(Part), 5474, 5476(Part), 5477, 5478, Mouza Bhadrakali, J.L. No. 9 together with structures and building standing thereon, being Municipal Premises Nos. 20 and 22 B Grand Trunk Road, within Ward No. 9 of Uttarpara Kotrung Municipality, Police Station Uttarpara, Sub-Registration District Serampore, District Hooghly in the state of West Bengal, and butted and bounded as follows :

- On the North** : By portions of Municipal Premises Nos. 18 and 19 Bhadrakali Grand Trunk Road
- On the East** : By the river Hooghly
- On the South** : By Municipal Premises Nos. 1, 2, 3 and 4, Bishalakshmi Ghat Lane
- On the West** : By Grand Trunk Road

THE SECOND SCHEDULE ABOVE REFERRED TO:
(UNIT)

ALL THAT residential flat being Unit No. 4J containing chargeable area of 7154 sq. ft. (built-up area of 7355 sq. ft.) be it a little more or less on the 4th floor of Block No. 2 namely RECIPROCA in the project Unimark Riviera lying and situate at the Municipal Premises Nos. 20 & 22 B Grand Trunk Road, Uttarpara 712231, together with undivided proportionate imposable variable share in the land comprised in the said Property attributable thereto together with right to use the Common Areas and Amenities together with the right of car parking over 02 open and/or NIL covered car parking space on the NA level in the said Project, the location whereof shall be identified by the Developers at the time of delivery of possession of the said Unit(s). The said Building/Block is shown in the plan attached hereto being Annexure "A", in "Red" borders and the said Unit is shown in the plan attached hereto being Annexure "B" in "Red" borders.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(COMMON AREAS AND AMENITIES)

PART - I
(COMMON AREAS)

- a) Lobbies, staircases, staircase landings, landings, corridors, paths, driveways, entrance, exits, entrance of the buildings/ blocks;
- b) Stair head room, caretaker room, electric meter room, pump room, transformer room, generator room, security office room;
- c) Lift machine room, lift chute and lift well;
- d) Common toilets;
- e) Boundary walls;
- f) Clubhouse;






- g) Fire refuge / control areas;
 h) Landscaped gardens for common use;
 i) Any other area specified by the Developers from time to time to be part of the Common Areas in the Project.

**PART – II
 (COMMON AMENITIES)**

- a) The beams, foundations, supports, columns, main walls, boundary walls of the Building/ Block;
 b) Installation of common services such as water, sewerage pipes, pumps, ducts, etc. at the Building/Block;
 c) Electrical installations including wiring and accessories for receiving electricity from Electricity Supply Agency or Generator(s)/ Standby Power Source to all the units in the Project and the Common Areas and Amenities and electrical wiring and accessories for lighting of the Common Areas and Amenities;
 d) Fire Fighting equipments and accessories;
 e) Fixtures, installations, equipments etc. in the Common Areas and Amenities including the Clubhouse;
 f) Lift machine;
 g) Generator;
 h) Transformer;
 i) Overhead water tank;
 j) Underground water reservoir;
 k) Drainage system, sewerage system, water inlet point, power sub-station;
 l) Any other facilities or amenities specified by the Developers from time to time to be part of the Common Amenities in the Project.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:
 (SPECIFICATIONS)**

STRUCTURE	R.C.C Foundation and Structure
FLOORING OF STAIRCASES	Kota Stone
BEDROOMS/ LIVING & DINING	Flooring: Vitrified Tiles
TOILETS / BATHROOMS	Flooring: Anti-skid ceramic tiles Dado: Ceramic tiles Quality sanitary ware of Parryware or Hindware or equivalent make Modern CP fittings of Jaguar or reputed make
KITCHEN	Flooring: Anti-skid ceramic tiles Granite counter with stainless steel sink Dado: Ceramic tiles upto 2 feet height above counter Counter Top: Granite Single Stainless Steel Sink Modern CP fittings of Jaguar or equivalent make
ELECTRICALS	Concealed copper wiring with PVC insulated copper conductor cable Modular switches of reputed make in each apartment A/C outlet point in all bedrooms & living room
DOORS & WINDOWS	Decorative front door Internal door: Flush door (painted on both sides) with locks Power coated/ anodised aluminium or UPVC windows
WALLS	Plaster of paris
ELEVATORS	Schindler/ Kone/ Otis / Hyundai / Johnson / ThyssenKrupp or equivalent make

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THE FIFTH SCHEDULE ABOVE REFERRED TO:
(COMMON EXPENSES)

- a) The expenses of maintaining, repairing, re-decorating, renewing the main structure and in particular the drainage, rainwater discharge arrangement, water supply system, supply of electricity to all Common Areas and Amenities;
- b) The expenses of repairing, maintaining, white-washing and colour washing of the main structure, exterior and common areas of the Buildings/Blocks and the Common Areas and Amenities;
- c) The cost of cleaning and lighting the entrance of the buildings/blocks and the passages and other spaces around the lobby, corridors, stair-case lift and other common areas of the buildings/blocks and the Common Areas and Amenities;
- d) The cost of insuring any risk with regard to the buildings/blocks and the utilities and apparatus installed thereat;
- e) Cost of maintaining lift, transformer, generator, electrical installations, pumps and other common facilities and essential services in the Project;
- f) Cost of decorating the exterior of the buildings/ blocks;
- g) Salaries, wages, fees and remuneration of durwans/security persons, liftman, sweepers, plumber, electricians, accountant, caretakers, gardeners, or other persons whose appointment may be considered necessary for maintenance and protection of the buildings/ blocks and administration and management of the affairs thereof;
- h) The rates taxes and outgoings assessed charged and imposed for the Common Areas and Amenities of the buildings/ blocks;
- i) The cost and expenses of keeping and maintaining the records of the common expenses, costs of billing collection and recovery of such common expenses including costs of staffing and running the Holding Organization and expenses (statutory and non-statutory expenses) for the Holding Organization;
- j) All expenses for the administration, management, maintenance and operation of the Clubhouse and the Common Areas and Amenities in the Project, including electricity, personnel costs etc.
- k) All expenses towards electricity costs etc.
- l) All expenses towards horticulture and landscaping of the gardens and landscaped areas in the Project
- m) The cost, expenses and charges for installation of any additional common facilities and amenities in the Project;
- n) The cost, expenses and charges for compliance of various statutory provisions and the orders, rules formulated by competent authorities applicable in respect of the Project;
- o) All expenses of common services and common facilities and amenities;
- p) Such expenses as are necessary or incidental for the maintenance or up keeping of the Project and/or the common areas and amenities thereof.

THE SIXTH SCHEDULE ABOVE REFERRED TO:
(TITLE DOCUMENTS)

- a) The Indenture dated 10th November 1966 registered before Sub Registrar of Serampore as being no. 8764 for the year 1966 whereby the Official Trustee of West Bengal as the Trustee to the Trust Estate of Jyoti Prasad Banerjee transferred various plots of lands unto and in favour of Malay Kumar Banerjee;
- b) The Will and Testament dated 30th July, 1983 made by Sunil Kumar Banerjee and the probate thereof granted by the Hon'ble High Court at Calcutta on 9th November 1989 in Probate case No. 156 of 1989;
- c) The Deed of Sale dated 24th February 2011 registered before the office of the A. D. S. R. Serampore, Hooghly in Book No. 1, CD Volume No. 3, Pages 1 to 15, being No. 01367 for the year 2011 whereby Mira Ghosh sold a land area of about 2(two) cottah 3(three) chittacks and 20(twenty) sq. ft. in favour of Sanjay Banerjee and Ajay Banerjee;
- d) The Deed of Sale dated 18th August 2011 registered before the office of the A. D. S. R. Serampore, Hooghly in Book No. 1, CD Volume No. 10, Pages 1632 to 1651, being No. 06207 for the year 2011 whereby Dwarka Nath Ghosh & S ons.

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- sold a land area of about 4(four) Cottah in favour of Sanjay Banerjee and Ajay Banerjee.
- e) The Deed of Surrender of Lease dated 31st May 2013 registered before the office of A. R. A. – III, Calcutta in Book No. I, CD Volume No. 5, Pages 7882 to 7892, being No. 02642 for the year 2013 whereby Walter Craven Ceramics Projects (India) Ltd. surrendered the land admeasuring an area of about 8(eight) bighas 4(four) cottah 13(thirteen) chittacks and 4(four) sq. ft. in favour of Malay Kumar Banerjee, Ajay Banerjee and Sanjay Banerjee;
- f) The Deed of Sale dated 31st May 2013 registered before the office of A. R. A. – III, Calcutta in Book No. I, CD Volume No. 5, Pages 7130 to 7145, being No. 02601 for the year 2013 whereby Walter Craven Ceramics Projects (India) Ltd. sold a land area of about 3(three) bighas 13(thirteen) cottah 8(eight) chittacks and 36(four) sq. ft. in favour of Malay Kumar Banerjee, Ajay Banerjee and Sanjay Banerjee;
- g) The Deed of Sale dated 31st May 2013 registered before the office of A. R. A. – III, Calcutta in Book No. I, CD Volume No. 5, Pages 7117 to 7129, being No. 02600 for the year 2013 whereby Walter Craven Ceramics Projects (India) Ltd. sold a land area of about 1(one) bighas 4(four) cottah 1(one) chittacks and 12(twelve) sq. ft. of land in favour of Malay Kumar Banerjee.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO:
(SCHEDULE OF PAYMENT OF CONSIDERATION AMOUNT)**

Schedule of Payment of Consideration Amount		
No	Particulars	Percentage of Consideration Amount
1	On or before Execution of Sale Agreement	20%
2	Completion of Piling Work of the designated Block	10%
3	Completion of 1st Floor Casting of the designated Block	10%
4	Completion of 3rd Floor Casting of the designated Block	10%
5	Completion of 5th Floor Casting of the designated Block	10%
6	Completion of 7th Floor Casting of the designated Block	10%
7	Completion of 9th Floor Casting of the designated Block	10%
8	Completion of the Roof Casting of the designated Block	5%
9	Completion of Brickwork of the designated Floor in the designated Block	5%
10	Completion of Flooring of the designated Flat in the designated Block	5%
11	Notice for Possession	5%

Note: Service Tax as applicable with all payments

THE EIGHTH SCHEDULE ABOVE REFERRED TO:

PART – I

EXTRA CHARGES		
No	Particulars	Amount or Percentage
1	Transformer charges (Load of 3.5 KVA for 2 BHK and 5.0 KVA for 3 BHK)	Rs. 50/- per sq. ft. for Chargeable area of the Unit(s)
2	Generator charges (Load of 1.5 KVA for 2 BHK and 2.0 KVA for 3 BHK)	Rs. 40/- per sq. ft. for Chargeable area of the Unit(s)
3	Club Development charges	Rs. 100,000/-
5	Electricity meter charges	On Actuals
6	Association formation charges	Rs. 3,000/-

Note: Service Tax as applicable with all payments

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PART - II

DEPOSITS		
No	Particulars	Amount or Percentage
1	Interest free maintenance deposit	Rs. 25/- per sq. ft. for Chargeable area of the Unit(s)
2	Deposit for municipal rates and tax	Rs. 10/- per sq. ft. for Chargeable area of the Unit(s)
3	Electricity connection and meter deposit	On Actuals
4	Deposit for mutation expenses	0.50% of Consideration Amount

PART-III

SCHEDULE FOR PAYMENT OF EXTRA CHARGES & DEPOSITS		
No	Particulars	Amount or Percentage
1	On completion of Brickwork of the designated Floor in the designated Block	50%
2	On completion of Flooring of the designated Flat in the designated Block	50%

PART IV

SCHEDULE FOR PAYMENT OF DOCUMENTATION CHARGES		
No	Particulars	Amount or Percentage
1	At or before execution of this Agreement	50%
2	At the time of possession of the said Unit(s) or execution of Deed of Conveyance, whichever is earlier	50%

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24. Execution and Delivery:

In Witness Whereof the Parties hereto have executed this Agreement on the date mentioned above.

SIGNED SEALED AND DELIVERED by the abovenamed DEVELOPERS at Kolkata in the presence of.

Mukita Agnewal
207, A.J.C Bose Rd
Kolkata - 700017

REGENT HIRSE PVT. LTD.

L. Chatterjee
DIRECTOR / AUTHORISED SIGNATORY

RIYA ENCLAVE - VI LTD

K. Chatterjee
Director / Authorized Signatory

SIGNED SEALED AND DELIVERED by the abovenamed OWNERS at Kolkata in the presence of:

Shreyashi Toruk
207, A.J.C Bose Road, Kol-17

For Malay Kumar Banerjee
Sanjay Banerjee
Ajay Banerjee

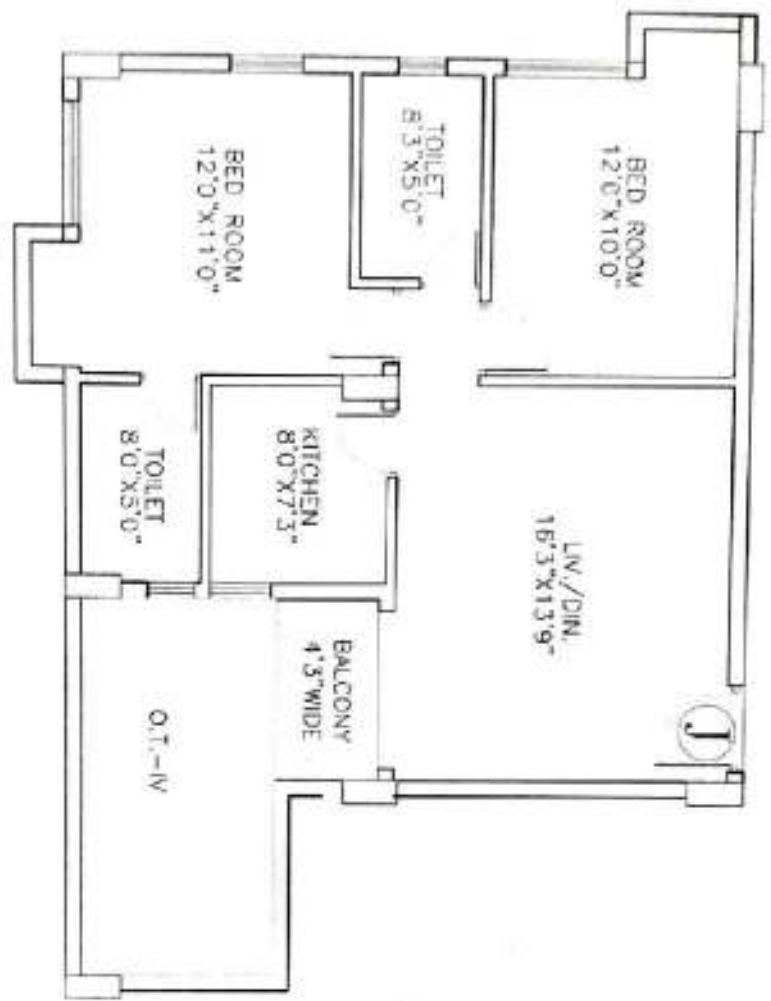
K. Chatterjee
Constituted Attorney

EXECUTED AND DELIVERED by the abovenamed PURCHASER at Kolkata in the presence of:

Semanta Roy
207, A.J.C Bose Rd
Kolkata - 700017

Madhumita Mukherjee
Prasanta K. Mahanta

Shahata



BUILT-UP AREA : 785 SQFT

REGENT HIRISE PVT. LTD.

h. a. choudhary

DIRECTOR / AUTHORISED SIGNATORY

NIYA ENCLAVE PVT LTD

K. S. Choudhary

Director / Authorized Signatory

UNIMARK FIVE STAR AT HOLDING NO. 20 & 22 B G T ROAD BHADRAKALI
UTTARPARA HOOGLY

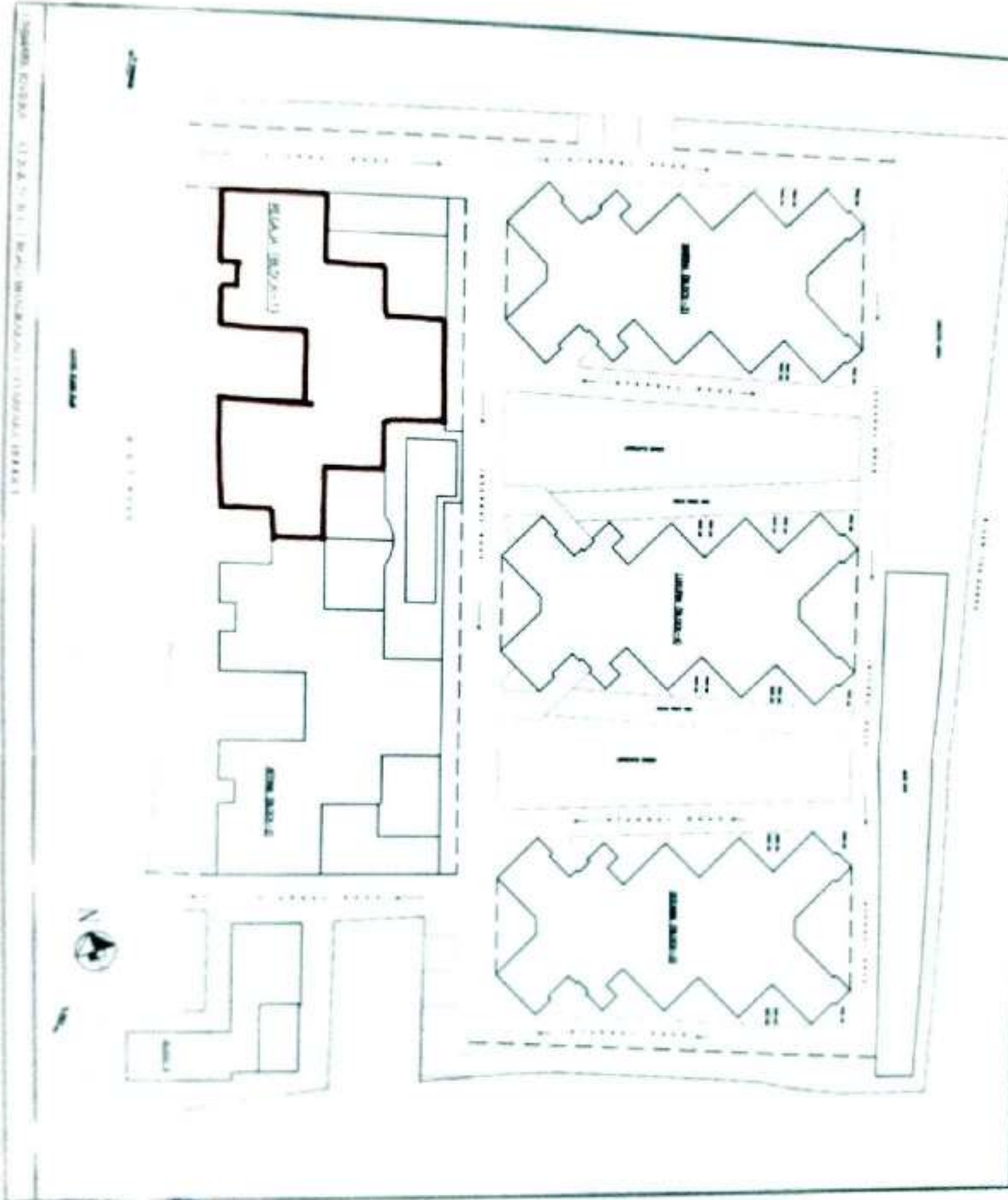
*বুদ্ধমিত্রা বুদ্ধমিত্রা
স্বামী গ. শতাব্দী*

BLOCK-1 (REGALIA)

FOURTH FLOOR

FLAT J





Prabhakar Vishwakarma
Pranav Dikshit

REGENT HIRISE PVT. LTD.
[Signature]
 DIRECTOR / AUTHORISED SIGNATORY

RIYA ENCLAVE PVT. LTD.
[Signature]
 Director / Authorized Signatory

hereinafter collectively referred to as '**Vendors**' or '**Developers**' (which term shall unless repugnant to the context or meaning thereof include their respective successors(s)-in-interest and/or assigns).

AND

- 3.1 **Malay Kumar Banerjee** (having PAN AEEPB0662F), son of Late Sunil Kumar Banerjee, residing at 1, Grand Trunk Road, Bhadrakali, Police Station Uttarpara, District Hooghly, Pin-712232.
- 3.2 **Sanjay Banerjee** (having PAN AKWPB6432C), son of Malay Kumar Banerjee, residing at 1, Grand Trunk Road, Bhadrakali, Police Station Uttarpara, District Hooghly, Pin-712232.
- 3.3 **Ajay Banerjee** (having PAN AJXPB2224K), son of Malay Kumar Banerjee, residing at 1, Grand Trunk Road, Bhadrakali, Police Station Uttarpara, District Hooghly, Pin-712232.

hereinafter collectively referred to as '**Owners**' (which term shall unless repugnant to the context or meaning thereof shall be deemed to mean and include their respective heirs, successors, legal representatives, executors, administrators and/or assigns).

AND

