

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“Agreement”) executed on this _____ day of _____, 2019

By and Between

1. **PARVATI TIE UP PRIVATE LIMITED, PAN: AAFCP2897L,**
2. **NILKANTH BARTER PRIVATE LIMITED, PAN: AADCN0352Q,**
3. **AMRAVATI MERCANTILE PRIVATE LIMITED, PAN: AAICA1370Q,**
4. **BHANU VINIMAY PRIVATE LIMITED, PAN: AADCB9497J,**
5. **AKASHGANGA BARTER PRIVATE LIMITED, PAN: AAICA1425A,**
6. **RAGHUVVEER COMMOTRADE PRIVATE LIMITED, PAN: AAECR5884Q,**
7. **BHANU TRADELINK PRIVATE LIMITED, PAN: AADCB9498H,**
8. **AMIYA BARTER PRIVATE LIMITED, PAN: AAICA1424B,**
9. **RAMESHWAR TRADELINK PRIVATE LIMITED, PAN: AAECR5883K,**
10. **MURARI BARTER PRIVATE LIMITED, PAN: AAGCM3085N,**
11. **JANPRIYA MERCANTILE PRIVATE LIMITED, PAN: AACCCJ2739E,**
12. **BHANU TIE-UP PRIVATE LIMITED, PAN: AADCB9609E,**
13. **MURARI TIE-UP PRIVATE LIMITED, PAN: AAGCM3086R,**
14. **AKRUTI COMMOTRADE PRIVATE LIMITED, PAN: AAICA1421E** all the existing companies registered under the Companies Act’ 1956 & 2013 having their registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata – 700 020, **P.O. & P.S.** Bhowanipore.
15. **NIRMAL KUMAR AGARWALA, PAN: ACQPA6880J,** son of Shri. Mamraj Agarwala, residing at P-10, New Howrah Bridge Approach Road, Kolkata – 700 001, **P.O. & P.S.** Burrabazar;
16. **SAROJ KUMAR AGARWAL, PAN: ACQPA6879D,** son of Shri. Mamraj Agarwal residing at P-10, New Howrah Bridge Approach Road, Kolkata – 700 001, **P.O. & P.S.** Burrabazar;
17. **PIYUSH AGARWALA, PAN: ADDPA5887F,** son of Shri. Brahmanand a residing at P-10, New Howrah Bridge Approach Road, Kolkata – 700 001, **P.O.& P.S.** Burrabazar;
18. **SAMEER AGARWALA, PAN: AGUPA0634J,** son of Shri. Brahmanand Agarwala, residing at P-10, New Howrah Bridge Approach Road, Kolkata – 700 001, **P.O.& P.S.** Burrabazar.
19. **MAYA AGARWAL, PAN: ADAPA7826M,** Wife of Shri. Bijay Kumar Agarwala, residing at 35A, Ballygunge Park, 8th Floor, Kolkata – 700 019, **P.O. & P.S.** Ballygunge;
20. **BIJAY KUMAR AGARWALA, PAN: ACLPA2172Q,** son of Late Shri. Ram Prasad Agarwal residing at 35A, Ballygunge Park Road, 8th Floor, Kolkata – 700 019, **P.O. & P.S** Ballygunge;
21. **SMITA MORE, PAN: AJPPS3784D,** Wife of Shri. Ashish More residing at 18A, Mayfair

Road, Kolkata - 700 019, **P.O. Ballygunj P.S. Karaya.**

22. **ASHISH MORE, PAN: AFNPM4609M**, son of Shri. Rajendra Prasad Agarwal, residing at 18A, Mayfair Road, Kolkata – 700 019, **P.O. Ballygunj P.S. Karaya;**
23. **AUNGKOR TRADELINK PRIVATE LIMITED, PAN: AACCA1580E**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered office at 27, Biplabi Trailakya, Maharaj Sarani, 3rd Floor, Kolkata – 700 001, **P.O. & P.S. Burrabazar;**
24. **PAWANPUTRA CONSULTANTS PRIVATE LIMITED, PAN: AADCP9036B**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered office at 135A, B R B Basu Road, 2nd Floor, Kolkata – 700 001, **P.O. Khengrapatty P.S. Hare Street;**
25. **RAMESHWAR BARTER PRIVATE LIMITED, PAN: AAECR3928B**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered office at P-12, New Howrah Bridge Approach Road, Kolkata – 700 001, **P.O. & P.S. Burrabazar;**
26. **JAGMOHAN TIE UP PRIVATE LIMITED, PAN: AAC CJ2738F**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered office at 84A, Chittaranjan Avenue, 1st Floor, Kolkata – 700 012, **P.O. & P.S. Burrabazar;**
27. **MAXMIN COMMERCIAL PRIVATE LIMITED, PAN: AADCM1408N**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered office at 135A, B R B Basu Road, 2nd Floor, Kolkata – 700 001, **P.O. Khengrapatty & P.S. Hare Street;**
28. **DAMAYANTI TRADELINK PRIVATE LIMITED, PAN: AADCD3107D**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered office at 18A, Mayfair Road, Kolkata – 700 019, **P.O. Ballygunj & P.S. Karaya;**
29. **SAHANSIL SUPPLIERS PRIVATE LIMITED, PAN: AAJCS9177L**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered office at 135A, B R B Basu Road, 2nd Floor, Kolkata – 700 001, **P.O. Khengrapatty & P.S. Hare Street;**
30. **APNAPAN DEVELOPERS PRIVATE LIMITED, PAN: AAFCA3485P**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered office at 84/A, Chittaranjan Avenue, 1st Floor, Kolkata – 700 012, **P.O. & P.S. Burrabazar;**
31. **LIBERAL CONSULTANCY SERVICES PRIVATE LIMITED, PAN: AABCL1142N**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered office at 78, Bentinck Street, 2nd Floor, Room No. 5B, Kolkata – 700 001, **P.O. G.P.O. P.S. Burrabazar;**
32. **JHILMIL CONSULTANT PRIVATE LIMITED, PAN: AABCJ6814F**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered office at 135A, B R B Basu Road, 2nd Floor, Kolkata – 700 001, **P.O. Khengrapatty & P.S. Hare Street;**
33. **RAMESHWAR COMMOTRADE PRIVATE LIMITED, PAN: AAECR5881M**, an existing Company registered under the Companies Act' 1956 having its registered office at 78, Bentinck

Street, 2nd Floor, Room No. 5B, Kolkata – 700 001, **P.O. G.P.O. P.S. Burrabazar;**

34. **CHARULATA TRADELINK PRIVATE LIMITED, PAN: AADCC8331Q**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered office at P-12, New Howrah Bridge Approach Road, 1st Floor, Kolkata – 700 001, **P.O. & P.S. Burrabazar;**
35. **CHARULATA TIE UP PRIVATE LIMITED, PAN: AADCC8332P**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered office at P - 12, New Howrah Bridge Approach Road, 3rd Floor, Kolkata – 700 001, **P.O. & P.S. Burrabazar;**
36. **AMIYA TIE UP PRIVATE LIMITED, PAN: AAICA1423G**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered office at P-10, New Howrah Bridge Approach Road, Ground Floor, Kolkata – 700 001, **P.O. & P.S. Burrabazar;**
37. **AKRUTI BARTER PRIVATE LIMITED, PAN: AAICA1369B**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered office at 545/1, G. T. Road (South), 1st Floor, Room No. 30 & 31, Shyam Market, Howrah – 711 101, **P.O. & P.S. Shibpur;**
38. **SADABAHAR DEALER PRIVATE LIMITED, PAN: AAJCS9178F**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered offices at 135A, B R B Basu Road, 2nd Floor, Kolkata – 700 001, **P.O. Khengrapatty, & P.S. Hare Street;**
39. **EMINENTLY TRADERS PRIVATE LIMITED, PAN: AABCE3541J**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered office at 18A, Mayfair Road, Ground Floor, South 24 Parganas, PIN: 700 019, **P.O. & P.S. Ballygunj;**
40. **ANURIMA MERCANTILE PRIVATE LIMITED, PAN: AAICA1422H**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered office at 84A, Chittaranjan Avenue, 1st Floor, Suite No. 2, Kolkata – 700 012, **P.O. & P.S. Burrabazar;**
41. **AMIYA TRADELINK PRIVATE LIMITED, PAN: AAICA1426D**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered office at 1st Floor, 545/1, G.T. Road (South), Shyam Market, Howrah – 711 101, **P.O. & P.S. Shibpur;**
42. **JAGADHATRI VYAPAAR PRIVATE LIMITED, PAN: AABCJ6815E**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered office at 14/1, Judges Court Road, Alipore, South 24 Parganas, Pin – 700 027, **P.O. & P.S. Alipore;**
43. **AKASHGANGA TIE UP PRIVATE LIMITED, PAN: AAICA1368A** an existing Company registered under the Companies Act' 1956 & 2013 having its registered offices at P-12 New Howrah Bridge Approach, Kolkata – 700 001, **P.O. & P.S. Burrabazar;**
44. **SUMANGAL DEALTRADE PRIVATE LIMITED, PAN: AANCS7058J**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered office at 135A, B.R.B Basu Road, 2nd Floor, Kolkata – 700 001, **P.O. Khengrapatty & P.S. Hare Street;**

45. **VIBGYOR MERCHANTS PRIVATE LIMITED, PAN: AADCV1584A**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered offices at 135A, B.R.B. Basu Road, 2nd Floor, Kolkata 700 001, **P.O. Khengrapatty & P.S. Hare Street**;
46. **NAVKETAN TIE - UP PRIVATE LIMITED, PAN: AADCN1538L**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered offices at 135A, B.R.B. Basu Road, 2nd Floor Kolkata – 700 001, **P.O. Khengrapatty & P.S. Hare Street**;
47. **GOLDVIEW COMMOTRADE PRIVATE LIMITED, PAN: AADCG6348M**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered office at 135A, B.R.B. Basu Road, 2nd Floor, Kolkata – 700 001, **P.O. Khengrapatty & P.S. Hare Street**;
48. **NEW AGE TRADECOM PRIVATE LIMITED, PAN: AADCN1540N**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered office at 135A, B.R.B. Basu Road, 2nd Floor, Kolkata – 700 001, **P.O. Khengrapatty & P.S. Hare Street**.
49. **CONQUEST COMMERCIAL CO PRIVATE LIMITED, PAN: AABCC0163C**,
50. **MATRIBHUMI DEALERS PRIVATE LIMITED, PAN: AAECM5410D**,
51. **RUKMANI INTERNATIONAL PRIVATE LIMITED, PAN: AABCR5550Q**, all 49-51 being existing Companies registered under the Companies Act' 1956 & 2013 having their respective registered offices at 14, Netaji Subhas Road, 1st Floor, Kolkata – 700 001, **P.O. & P.S. Burrabazar**.
52. **LANSDOWN MEDICALS PRIVATE LIMITED, PAN: AAACL8776H**,
53. **SHRADDHA PROPERTIES PRIVATE LIMITED, PAN: AADCS7082E**,
54. **DAFFODIL VYAPAR PRIVATE LIMITED, PAN: AACCD0400E**,
55. **DEVKRIPA VANIJYA PRIVATE LIMITED, PAN: AACCD4722H**,
56. **ANGIRA SALES PRIVATE LIMITED, PAN: AAFCA9336B**,
57. **BHUMI VINIMAY PRIVATE LIMITED, PAN: AACCB9850C**,
58. **N K TOWER PRIVATE LIMITED, PAN: AABCN7588E**,
59. **ROLCON FINVEST PRIVATE LIMITED, PAN: AABCR3611C**,
60. **SRIJAN REALTY PRIVATE LIMITED, PAN: AAHCS6112K**,
61. **SITALA INFRADEV PRIVATE LIMITED, PAN: AANCS8446G**,
62. **NEELKANTH INFREAREALTY PRIVATE LIMITED, PAN: AADCN1861G**,
63. **SHAGUN INFRAPROMOTERS PRIVATE LIMITED, PAN: AANCS8455P**,
64. **N K REGANCY PRIVATE LIMITED, PAN: AACCN2962K**,
65. **N. K. AGARWAL ESTATES PRIVATE LIMITED, PAN: AAACN9635P**,
66. **N K NIKETAN PRIVATE LIMITED, PAN: AACCN2961L**,
67. **EKTA VINIMAY PRIVATE LIMITED, PAN: AABCE3711G**,
68. **BASUKINATH VINIMAY PRIVATE LIMITED, PAN: AACCB4717C**,

69. ELITE COMMODITIES PRIVATE LIMITED, PAN: AABCE3069R,
70. SIGMA CONSUMER GOODS PRIVATE LIMITED, PAN: AAICS0644M,
71. ZEST RETAILERS PRIVATE LIMITED, PAN: AAACZ2012L,
72. KAMRUP MARKETING PRIVATE LIMITED, PAN: AACCK3396G,
73. ZEST COMMERCIAL PRIVATE LIMITED, PAN: AAACZ2013M,
74. NORTH EAST CONSUMER GOODS PRIVATE LIMITED, PAN: AABCN9126A,
75. SALASAR DISTRIBUTORS PRIVATE LIMITED, PAN: AAICS0643N,
76. SHIVAM CONSUMER GOODS PRIVATE LIMITED, PAN: AAICS0642P,
77. BALAJI RETAILERS PRIVATE LIMITED, PAN: AACCB3792K,
78. MURLIDHAR TRADING PRIVATE LIMITED, PAN: AADCM8779N,
79. EXPRESS COMMODITIES PRIVATE LIMITED, PAN: AABCE3068Q,
80. N K ABAAS PRIVATE LIMITED, PAN: AABCN7821Q,
81. ADINATH DEVCON PRIVATE LIMITED, PAN: AAICA2134Q,
82. EKDANT PROCON PRIVATE LIMITED, PAN: AACCE3167D,
83. UDAY INFOTECH PRIVATE LIMITED, PAN: AABCU0640C,
84. AASTHA NIKETAN PRIVATE LIMITED, PAN: AAFCA7615K,
85. SITALA DEVCON PRIVATE LIMITED, PAN: AANCS8445F,
86. BHAGWATI INFRAREALTY PRIVATE LIMITED, PAN: AADCB9832F,
87. BALGOPAL INFRAPROMOTERS PRIVATE LIMITED, PAN: AADCB9841J,
88. BADRINATH INFRABUILD PRIVATE LIMITED, PAN: AADCB9834D,
89. BHOOTNATH INFOTECH PRIVATE LIMITED, PAN: AADCB6920E,
90. N.K. HIRISE PRIVATE LIMITED, PAN: AACCN1231D,
91. SHAGUN REALDEV PRIVATE LIMITED, PAN: AANCS8454N,
92. BHAGWATI INFRAPROMOTERS PRIVATE LIMITED, PAN: AADCB9833E,
93. BALGOPAL REALDEV PRIVATE LIMITED, PAN: AADCB9840K,
94. TIRUPATI CONSUMER GOODS PRIVATE LIMITED, PAN: AACCT0183E,
95. MAYFAIR VYAPAAR PRIVATE LIMITED, PAN: AAECM0340C,
96. KAMRUP DISTRIBUTORS PRIVATE LIMITED, PAN: AACCK3394E,
97. EXPRESS CONSUMER GOODS PRIVATE LIMITED, PAN: AABCE3066A,
98. SHIVAM RETAILERS PRIVATE LIMITED, PAN: AAICS0646K,
99. TANVI TOWER PRIVATE LIMITED, PAN: AACCT5076A,
100. NORTH EAST RETAILERS PRIVATE LIMITED, PAN: AABCN9125D,
101. ADINATH INFRACON PRIVATE LIMITED, PAN: AAICA2133K,
102. SALASAR CONSUMER GOODS PRIVATE LIMITED, PAN: AAICS0645L,
103. KAMRUP COMMERCIAL PRIVATE LIMITED, PAN: AACCK3395F,

- 104. **EKDANT INFRAPROPERTIES PRIVATE LIMITED, PAN: AACCE3168N,**
- 105. **UDAY NIWAS PRIVATE LIMITED, PAN: AAACU8216F,**
- 106. **NEW WAYS CONSUMER GOODS PRIVATE LIMITED, PAN: AABCN9879J,**
- 107. **ELITE CONSUMER GOODS PRIVATE LIMITED, PAN: AABCE3067B,**
- 108. **RIDHI SIDHI NIKETAN PRIVATE LIMITED, PAN: AADCR2855A,**
- 109. **TIRUPATI ADVISORY SERVICES PRIVATE LIMITED, PAN: AACCT0182F,**

52 to 109 all are existing Companies registered under the Companies Act' 1956 & 2013 having their respective registered offices at 36/1A, Elgin Road, Bhowanipore, Kolkata - 700 020, **P.O. & P.S.** Bhowanipore.

- 110. **MANISHA AGARWAL, PAN: ACSPA5053F** wife of Shri. Pawan Kumar Agarwal residing at 135G, S.P. Mukherjee Road, Kalighat, Kolkata - 700 026, **P.O. & P.S.** Tollygunge;
- 111. **KIRAN AGARWAL, PAN: ADAPA1222B** wife of Shri. Shyam Sunder Agarwal residing at 135G, S.P. Mukherjee Road, Kalighat, Kolkata – 700 026, **P.O. & P.S.** Tollygunge, both 3.110 and 3.111 being represented by their Power of Attorney Holder **Shri. Ram Naresh Agarwal (PAN ACYPA1903G)**, son of Late Shri. Nand Kishore Agarwal, residing at 135G, S.P. Mukherjee Road, Kalighat, Kolkata – 700 026, **P.O. & P.S.** Tollygunge;
- 112. **KYAL RESIDENCY LLP (Formerly known as Kyal Residency Private Limited), PAN: AARFK0385R,** registered under the Limited Liability Partnership Act' 2008 having its registered office at 36/1A, Elgin Road, Bhowanipore, Kolkata – 700 020, **P.O. & P.S.** Bhowanipore.
- 113. **ANGELICA REALTY LLP (formerly known as Angelica Realty Private Limited), PAN: ABGFA4583M,**
- 114. **TRIMUKH REGENCY LLP (formerly known as Trimukh Regency Private Limited), PAN: AALFT6823H,**
- 115. **AKSHI VYAPAR LLP (formerly known as Akshi Vyapar Private Limited), PAN: ABGFA4581K,**
- 116. **ARIT DEALCOM LLP (formerly known as Arit Dealcom Private Limited), PAN: ABGFA4580J,**
- 117. **ELINA DEALERS LLP (formerly known as Elina Dealers Private Limited), Pan: AAGFE0567J,**
- 118. **AQUABLUE REALTY LLP (formerly known as Aquablue Realty Private Limited), PAN: ABGFA4579D,** existing LLP's from 113 to 118 are registered under the Limited Liability Partnership Act' 2008 having its registered office at 36/1A, Elgin Road, Bhowanipore, Kolkata - 700 020, **P.O. & P.S.** Bhowanipore.
- 119. **SILVERLING REALTY LLP (Formerly known as Silverling Realty Private Limited),**

- PAN: ADEFS1596G,
120. DUMONT REALTY LLP (Formerly known as Dumont Realty Private Limited), PAN: AAMFD8009Q,
 121. MORVEN REALTY LLP (Formerly known as Morven Realty Private Limited), PAN: ABDFM8667R,
 122. FOXTAIL REALTY LLP (Formerly known as Foxtail Realty Private Limited), PAN: AAEFF9017G,
 123. BHUVI DEALTRADE LLP (Formerly known as Bhuvi Dealtrade Private Limited), PAN: AAQFB9535R,
 124. SILVERBELL REALTY LLP (Formerly known as Silverbell Realty Private Limited), PAN: ADEFS1602H,
 125. DELMON REALTY LLP (Formerly known as Delmon Realty Private Limited), PAN: AAMFD8063G,
 126. SUPERNOVA REALTORS LLP, PAN: ACYFS6635B,
 127. REDMAPLE REALTORS LLP, PAN: AATFR3959C,
 128. WATERTOWN ESTATES LLP, PAN: AACFW1929N, 119 to 128 all are existing LLPs registered under the Limited Liability Partnership Act' 2008 having their registered office at 36/1A, Elgin Road, Bhowanipore, Kolkata - 700 020, P.O. & P.S. Bhowanipore .
 129. DANTA CITYHOMES PRIVATE LIMITED, PAN: AAECD8483B,
 130. STHIRA NIRMAN PRIVATE LIMITED, PAN: AATCS4460L,
 131. INESH REALBUILD PRIVATE LIMITED, PAN: AADCI3865K,
 132. PADMESH ESTATES PRIVATE LIMITED, PAN: AAHCP4374Q,
 133. PADMESH SKYSCRAPPER PRIVATE LIMITED, PAN: AAHCP4622K,
 134. TRIMUKH SKYSCRAPER PRIVATE LIMITED, PAN: AAECT8174B,
 135. AKSAKA DEALTRADE PRIVATE LIMITED, PAN: AAMCA5226H,
 136. KIRATI HOMES PRIVATE LIMITED, PAN: AAFCK3550K,
 137. ROCANA BUILDERS PRIVATE LIMITED, PAN: AAGCR8542M,
 138. ASLESHA RESIDENCY PRIVATE LIMITED, PAN: AAMCA5911H,
 139. OMANA TRADECOM PRIVATE LIMITED, PAN: AABCO9711C, 129 to 139 all are the existing companies registered under the Companies Act' 1956 & 2013 having their registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata - 700 020, P.O. & P.S. Bhawanipore .
 140. ANGELICA VINIMAY PRIVATE LIMITED, PAN: AAJCA9846A having its registered office at 84A, Chitta Ranjan Avenue, 1st Floor, Suite No. 2, Kolkata – 700 012 P.O. & P.S. Bowbazar.

141. **LILY COMMOTRADE PRIVATE LIMITED, PAN: AACCL1308F** having its registered office at 1st Floor, Shop No. 30 & 31, 545/1, G. T. Road (South), Shyam Market, Howrah – 711 101, **P.O. & P.S.** Shibpur.
142. **CORNFLOWER ENCLAVE PRIVATE LIMITED, PAN: AAEC6075G** having its registered office at 78, Bentinck Street, 2nd Floor, Room No. 5B, Kolkata – 700 001, **P.O. & P.S.** Burrobazar.
143. **MAGNOLIA TRADELINK PRIVATE LIMITED, PAN: AAHCM0527C** having its registered office at P-12, New Howrah Bridge Approach Road, 1st Floor, Room No. 119, Kolkata – 700 001 **P.O. & P.S.** Burrobazar.
144. **CAMERTON PROPERTIES PRIVATE LIMITED, PAN: AAFCC6660C** having its registered office at BE - 61, Sector - I, 1st Floor, Salt Lake, Kolkata - 700 064, **P.O. & P.S.** Bidhannagar;
145. **CAMERTON DEVELOPERS PRIVATE LIMITED, PAN: AAFCC6663B** having its registered office at BE - 61, 1st Floor, Sector - I, Salt Lake, Kolkata - 700 064, **P.O. & P.S.** Bidhannagar;
146. **YASHOMATI PROPERTIES PRIVATE LIMITED, PAN: AAACY5109M** having its registered office at P-12, New Howrah Bridge Approach Road, 3rd Floor, Room No. 309, Kolkata – 700 001 **P.O. & P.S.** Burrobazar
147. **ALPINIA COMMOTRADE PRIVATE LIMITED, PAN: AAJCA9845M** having its registered office at P-10, New Howrah Bridge Approach Road, Ground Floor, Shop No. 3, Kolkata – 700 001 **P.O. & P.S.** Burrobazar;
148. **POPPY TRADELINK PRIVATE LIMITED, PAN: AAGCP8205K** having its registered office at P-12, New Howrah Bridge Approach Road, 3rd Floor, Room No. 309, Kolkata – 700 001 **P.O. & P.S.** Burrobazar;
149. **GLADIOLUS BUILDERS PRIVATE LIMITED, PAN: AAFCG6194D** having its registered office at BE - 61, 1ST Floor, Salt Lake, Sector – I, Kolkata – 700 064, **P.O. & P.S.** Bidhannagar;
150. **DELPHINIUM PROJECTS PRIVATE LIMITED, PAN: AAECD1075B** having its registered office at P-10, New Howrah Bridge Approach Road, Ground Floor, Room No. 13, Kolkata – 700 001 **P.O. & P.S.** Burrobazar;
151. **PERIWINKLE PROMOTERS PRIVATE LIMITED, PAN: AAGCP4038A** having its registered office at P-12, New Howrah Bridge Approach Road, 1st Floor, Room No. 119, Kolkata – 700 001 **P.O. & P.S.** Burrobazar
152. **FREESIA VENTURES PRIVATE LIMITED, PAN: AABCF8877A** having its registered office at P-12, New Howrah Bridge Approach Road, 1st Floor, Room No. 119 Kolkata - 700 001 **P.O. & P.S.** Burrobazar;

- 153. KALAYOGI ENCLAVE PRIVATE LIMITED, PAN: AAFCK3943A** having its registered office at 84A, Chittaranjan Avenue, 1st Floor, Suite No.3, Kolkata - 700 012 **P.O. & P.S.** Bowbazar;
- 154. DEVPUJAN INFRA TECH PRIVATE LIMITED, PAN: AAECD4403D** having its registered office at 14, Netaji Subhash Road, Kolkata – 700 001, **P.O.** Burrabazar **P.S.** Hare Street;
- 155. TORONADO NIWAS PRIVATE LIMITED, PAN: AAECT7178H** having its registered office at 53/4, P.N. Middy Road, Kolkata - 700 056, **P.O.** Belghoria, **P.S.** Nimta;
- 156. RICARDIA VINCOM PRIVATE LIMITED, PAN: AAGCR3671K** having its registered office at 84A, Chittaranjan Avenue, 1st Floor, Suite No. 3, Kolkata – 700 012 **P.O. & P.S.** Bowbazar.
- 157. ASLESHA VINIMAY PVT. LTD., PAN: AAMCA5912E** having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata – 700 020, **P.O. & P.S.** Bhowanipore
- 158. NIRNIDHI TRADELINK PVT. LTD., PAN: AACCN3085H** having its registered office at 135A, B.R.B. Basu Road, Kolkata – 700 001 **P.O.** Burrabazar **P.S.** Hare Street,
- 159. PARVATI TRADELINK PVT. LTD., PAN: AAFCP2898F** having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata – 700 020, **P.O. & P.S.** Bhowanipore,
- 160. MINI MORE, PAN AFBPM2283F**, wife of Mr. Abinash More, residing at 18A, Mayfair Road, Kolkata – 700 019. **P.O.** Ballygunj **P.S.** Karaya .
- 161. ANCHOR MERCHANTS PVT. LTD., PAN: AAICA1307P** having its registered office at 135A, B.R.B. Basu Road, Kolkata – 700 001 **P.O.** Burrabazar **P.S.** Hare Street.
- 162. NILAMBAR COMMERCE PVT. LTD., PAN: AADCN1539M** having its registered office at 135A, B.R.B. Basu Road, Kolkata – 700 001 **P.O.** Burrabazar **P.S.** Hare Street.
- 163. RAJENDRA PRASAD AGARWALA, PAN ACJPA0807G** son of Late Shri. Ram Prasad Agarwala, residing at 18A, Mayfair Road, Kolkata – 700 019. **P.O.** Ballygunj **P.S.** Karaya.
- 164. ABINASH MORE, PAN AEAPM8458A** son of Shri. Rajendra Prasad Agarwala, residing at 18A, Mayfair Road, Kolkata – 700 019 **P.O.** Ballygunj **P.S.** Karaya.
- 165. CHOWDHURY COMMERCIAL PVT. LTD., PAN: AABCC3980D** having its registered office at 27, Brabourne Road, Narayani Building, 1st Floor, Room No. 103, Kolkata – 700 001 **P.O.** Burrabazar **P.S.** Hare Street,
- 166. DURVISH BARTER PVT. LTD., PAN: AAECD3388B** having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata – 700 020, **P.O. & P.S.** Bhowanipore
- 167. DHANPRAYOG TRADECOM PVT. LTD., PAN: AAECD3487F** having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata – 700 020 **P.O. & P.S.** Bhowanipore,
- 168. MEGHA AGARWALA, PAN: ASQPS3627M**, wife of Shri. Piyush Agarwala residing at P-10, New Howrah Bridge Approach Road, Kolkata – 700 001, **P.O. & P.S.** Burrabazar,

(1 to 168 are hereinafter jointly referred to as the OWNERS being represented by their Constituted Attorney **SOUTHWINDS PROJECT LLP, (PAN ABJFS2172D)** a Limited Liability Partnership, incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 6A, Elgin Road, P.O. **Bhawanipore, PS Bhawanipore**, PIN 700 020, represented by its authorized signatory _____ (PAN _____) (Aadhar no. _____) (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors – in-office and/or assigns) of the **ONE PART**.

And

SOUTHWINDS PROJECT LLP, (PAN ABJFS2172D), a Limited Liability Partnership, incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 6A, Elgin Road, P.O. Bhawanipore, PS Bhawanipore, PIN 700 020, represented by its authorized signatory _____ (PAN _____) (Aadhar no. _____) duly authorized by the partners of the LLP in terms of the authority letter, dated 05/02/2018, hereinafter referred to as the “**DEVELOPER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being of the said LLP, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assignees)

(The “Owners” and “Developer” shall hereinafter, collectively, be referred to as the “**Promoters**”)

And

[If the Allottee is a Company]

_____ LTD (PAN _____), (CIN no. _____) a Company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the “**ALLOTTEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN__ - _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide Partners resolution dated _____ hereinafter referred to as the “**ALLOTTEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said Partnership, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and a Partnership).

[OR]

[If the Allottee is an Individual]

Mr./Ms. _____, (Aadhar no. _____) son /daughter of _____, aged about _____ residing at _____, (PAN _____), hereinafter called the “ALLOTTEE” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the allottee’s heirs, executors, administrators, successors-in-interest and permitted assigns).
(Repeat above for Joint Allottees)

[OR]

[if the Allottee is an LLP]

_____ LLP, (PAN . _____) a Limited Liability Partnership having its principal place of business at _____, (PAN _____), represented by its authorized signatory _____, Aadhar no. _____, PAN _____, duly authorized vide Partners meeting dated _____, hereinafter referred to as the “ALLOTTEE” which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners are partners for the time being of the LLP and/or the Partner’s legal heirs, executors administrators, successors-in-interest and permitted assigns)

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about ____ for self and as the Karta of the Hindu Joint Mitakshara Family known as ____ HUF, having its place of business / residence at _____, (PAN _____) hereinafter referred to as the “ALLOTTEE” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the members or member for the time being of the said HUF, and the irrespective heirs, executors, administrators and permitted assigns).

(The “Promoters” and “Allottee” shall hereinafter, collectively, be referred to as the “Parties” and individually as a “Party”)

DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires-

- (a) “Act” means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- (b) “Rules” means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing industry Regulation Act, 2017;
- (c) “Regulations” means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- (d) “Section” means a section of the Act.

WHEREAS:

- A. The Owners are the absolute and lawful owner of the property more fully described in the **Part-I** of the **FIRST SCHEDULE** hereto, which was purchased by the Owners from time to time in the name of several companies (the “**SAID LAND**”) as per the particulars of title of the Said Land as more fully described in the **SECOND SCHEDULE** hereto.
- B. The Developer entered into Development Agreement and subsequently registered the same on 30th September, 2013 before DSR IV, South 24 Parganas and duly recorded in Book No. I, CD Vol. No. 39, Pages 3272 to 3320, Being Deed No. 07675 for the year 2013 (the “**FIRST AGREEMENT**”) with the Owners (then comprising 109 number of companies from serial number 1 to 109 of the above mentioned owners) for developing and/or constructing the Complex, (as defined below) then on a portion of the Said Land (**being Land 1**), for the consideration and subject to the terms and conditions contained therein;
- C. By another Agreement executed on the 09.03.16 and registered the new Development Agreement on 14th March, 2016 before ARA I, Kolkata which was duly recorded in Book No. I, Vol. No. 1901-2016, Pages 72499 to 72598, Being Deed No. 190102043 for the year 2016 (the “**SECOND DEVELOPMENT AGREEMENT**”) by and between the Developer and Owner (then comprising 112 number of companies from serial number 1 to 112 of the above mentioned owners) some amendments were made in the First Agreement for the area of land i.e. additional area of 17.98 decimal (**being Land II**) again being a portion of the Said land and as given therein; for the consideration and subject to the terms and conditions contained therein.
- D. The land I and II (as purchased from time to time) as also further land already purchased, and to be purchased, are earmarked for the purpose of building an integrated housing and commercial building complex known as “**SOUTHWINDS**” comprising of residential apartments as also commercial units and also other spaces and Common Areas, morefully described in Part-I of the **THIRD SCHEDULE** hereunder written (the “**COMMON AREAS**”) to be constructed in several phases (the “**PROJECT /COMPLEX**”).
- E. The Developer caused a plan prepared by its architects for construction of several buildings and got the said plan sanctioned (the “**Said Plan**”) on a portion of the Said Land and, inter alia, in the First Phase took up construction and development of 608 No.’s of flats in 5 No.s of buildings/blocks (the “**First Phase**”) with provisions for amenities and facilities to be used in common by the occupants of the First Phase and/or the Complex, in due course.
- F. Flats/units in the First Phase of the Complex were offered in the Complex to the intending allottees as per the general terms and conditions registered in the office of DSR IV in Book No. 1 CD

Volume No. 27, Pages 1415 to 1476 being no. 04974 for the year 2013 and supplementary general terms and conditions registered in the office of DSR IV in Book No. IV, CD Volume No. 1604-2015, Pages 6812 to 6827 being no. 160400720 for the year 2015. (collectively the “GTC”).

- G. The Owners 113 to 156 companies (now comprising 156 number of companies from serial number 1 to 156 of the above mentioned owners) purchased another parcel of land measuring 397.12 Decimal (**being land III**) which was added to the total quantum of land (already purchased) on which the **Complex** is to be built by the Developer. An Agreement dated 15.03.2017 was entered into and registered in the office of ARA I in book no. I, Volume 1901-2018 pages 14532 to 14993 being no. 190100257 of 2018 was entered into for development of the **Land I, Land II and Land III** for the consideration and on the terms and conditions mentioned therein (the “**THIRD AGREEMENT**”). .
- H. The Owner now comprising 156 number of companies from serial number 1 to 156 have executed several Power of Attorneys and registered in the office of ARA III respectively in book no. IV Volume 1903-2018 pages 37940 to 38011 being no. 190301218 of 2018 dated 23rd February, 2018, book no. IV Volume 1903-2018 pages 44276 to 44361 being no. 190301219 of 2018 dated 23rd February, 2018, book no. IV Volume 1903-2018 pages 39429 to 39497 being no. 190301282 of 2018 dated 28th February, 2018, book no. IV Volume 1903-2018 pages 41755 to 41820 being no. 190301367 of 2018 dated 7th March, 2018, book no. IV Volume 1903-2018 pages 41821 to 41885 being no. 190301368 of 2018 dated 7th March, 2018 and book no. IV Volume 1903-2018 pages 41886 to 41948 being no. 190301369 of 2018 dated 7th March, 2018 in favour of the Developer enabling it to undertake all the obligations set out in the above Development Agreements including but not limited to develop and negotiate sale of the buildings consisting of apartments/flats (“**Units**”) and for that purpose to execute agreements with the prospective purchasers and to receive and appropriate the receipts in respect of the aforesaid sale and to give receipt for the same as per the terms of the Third Agreement and to execute, admit and present for registration, on behalf of the parties, agreements and/or conveyances for sale or lease and/or transfer of flat(s) and/or unit(s) and to appear before the appropriate authority including Registrar and Sub-Registrars.
- I. The Owners as well as the Developer thereafter for the benefit and betterment of the construction and facilities of the buildings in the **COMPLEX known as “SOUTHWINDS”** gifted and/or transferred 20.2213 Decimals of land .
- J. The Developer has since completed the construction of the Units in the First Phase and also the common areas within the said Phase; including the units comprised within the First Phase and has

obtained the completion certificate of the First Phase of the Complex from the authorities and have called upon the Allottees/Purchasers of the said First Phase to complete the transfer/conveyance of their respective apartment together with right to use undivided indivisible share in the land comprised in the plinth of the building/block in which the Said Apartment is situated together with rights and advantaged appurtenant thereto. The Allottees/purchasers of the First Phase have also been informed of the future development being carried on/ to be carried on; at the other Phases in the Complex and have been informed that the ultimate common areas and amenities of the Complex will at all time be shared among all flat owner/ purchasers of the Complex.

- K. The Second Phase of the Complex is being built on a portion of the Said Land, comprised of three numbers of building (the “**Second Phase**”); as per the Said Plan and/or as per further plans sanctioned/to be sanctioned in due course.
- L. The Third Phase of the Complex is being built on a portion of the Said Land, comprised of one number of new building (the “**Third Phase**”); as per the Said Plan and/or as per further plans sanctioned/to be sanctioned in due course.
- M. The promoters now have also taken up construction and development of the Fourth Phase comprising of one number of building (the “**FOURTH PHASE**”) at the Complex as per the said Plan and/or as per further plans sanctioned/to be sanctioned in due course ,as shown in “**RED**” color on Plan ‘**A**’ annexed hereto and marked as “**ANNEXURE- A**” and as morefully described in **Part II of the FIRST SCHEDULE** hereto. (the “**FOURTH PHASE LAND**”).
- N. The Owners (then 156) had already agreed to add additional parcels of land measuring more or less 158.06 Decimals, which land is situated in the adjoining area and shown and delineated in colour “**GREEN**” in Plan “**A**” attached hereto and marked in Annexure A–thereon (the “**FUTURE DEVELOPMENT LAND**”). The Owner Nos. 157 to 168 have already purchased the said Future Development Land (being more or less 158.06 Decimal) and have already agreed with The Developer for including the Future Development Land to the Said Land. The Joint Development Agreement by and between the Promoter for such inclusion of the Future Development Land within the Said Land has been executed on 21.12.2019 and registered in the office of ARA I in Book No. 1 CD Volume No. 1901-2019, Pages 47691 to 47807 being no. 190100750 for the year 2019. . Subsequently the owners executed a fresh Power of Attorney on 26.03.2019 and subsequently registered the same in the office of ARA I and recorded in Book I, Volume No. 1901-2019, Pages 117694 to 117842 being No. 190102337 of 2019 in favour of the Developer enabling it to undertake all the obligations set out in the above referred formal Joint Development Agreement including but not limited to development and sale of the buildings consisting of apartments/flats (“**Units**”) and for that purpose to

execute agreements with the prospective purchasers and to receive and appropriate the receipts in respect of the aforesaid allotment/sale and to give receipt for the same as per the terms of the formal Joint Development Agreement and to execute, admit and present for registration, on behalf of the parties, agreements and/or conveyances for sale or lease and/or transfer of flat(s) and/or unit(s) and to appear before the appropriate authority including Registrar and Sub-Registrars.

- O. The said addition of Future Development Land has increased the present area of the Said Land and the revised area of the Said Land has now become more or less 1606.9387 decimals which is morefully described in PART I of the FIRST SCHEDULE hereunder written. The Allottee has no objection to such increase in the area of the Said Land by the addition of the Future Development Land. The Allottee further agrees to allow and hereby gives consent to the Promoter for modification of plan and/or new sanctioned plan, as the case may be, to incorporate and/or include such Future Development Land and/or the constructions to be made thereon. The Allottee also has no objection to the consequent change in the percentage of undivided interest of the Allottee in the Common Areas and also in the facilities appertaining to the Said Apartment and the Allottee has also no objection and hereby gives his unequivocal and unconditional consent to the Developer for making necessary amendments to the particulars (including amendments to the particulars as prescribed in several prescribed forms under West Bengal Apartment Ownership Rules, 1974, and/or otherwise) submitted/to be submitted to the Competent Authority under the West Bengal Apartment Ownership Act, 1972 and/or the Rules and Bye-Laws framed thereunder in such manner and at such time as may be so required.

The current total land being 1606.9387 Decimals hereinbefore as also hereinafter called the “**SAID LAND**” on which the PROJECT/COMPLEX is being developed and is morefully described in **Part I** of the **FIRST SCHEDULE** hereto.

- P. The Developer will take up construction and development of other phases of construction of the other Blocks of the Complex in due course as per the Said Plan and/or as per further plans to be modified and /or sanctioned in due course.
- Q. It is clarified that this agreement relates only to the Fourth Phase of development of the Complex. Promoter has thereafter for the convenience of sales and marketing of the Complex renumbered and/or assigned identification numbers for the Block/Buildings in the Fourth Phase being developed on the Project Land. The Blocks/Buildings as showed in the Sanctioned Plan are now identified as follows:

Block as per Sanctioned Plan	Block as per Sales/Marketing
Block 7	Block 10

- R. The Promoters are fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Promoters regarding the Said Land and/or for the Fourth Phase of development of the Complex to which this Agreement relates have been completed.
- S. The Promoters have obtained a layout plan, sanctioned plan, specifications and approvals for the Fourth Phase and also for the apartment or buildings thereon, from Rajpur-Sonarpur Municipality vide plan no. 712/CB/23/04 dated 30.07.2013 and subsequently have revised the same from Rajpur-Sonarpur Municipality vide plan no. 155/Rev/CB/23/38 dated 03/10/2016..Subsequently the Promoters have revised the above mentioned Plan from Rajpur-Sonarpur Municipality vide plan no. 31/REV/03/23/58 dated 13.05.2019 for G+11 storied Building. .
- T. The Promoters have registered the Fourth Phase of the total project and/or the Complex under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on under registration no. _____.
- U. The Promoters are further desirous to revise the above mentioned sanctioned plan to increase the Floors to G+15 for the benefit of the Phase/Building/Project (after obtaining necessary approvals, clearances, etc. from the appropriate authorities) in strict compliance with the provisions of the Act and other laws as applicable. The Promoters agrees and undertakes that in consequence to the above mentioned revision there shall be no and/ or nominal or minor change (within the prescribed limits of the Act) in the Carpet area of the units of the Building. . However, the Common areas of the Building, layout as well as the undivided proportionate right in Common areas shall be changed in consequence to the revision as mentioned hereinabove.
- V. The Allottee has applied for allotment of an apartment in the Fourth Phase/ under development vide application No. [■] dated [■] and has been allotted Apartment No.[■]having carpet area of [■] (_____) square feet, more or less, on the[■]floor in the building/block no. [■] (the “**BUILDING**”) within the Complex named “**SOUTHWINDS**” along with [■]Nos. of covered parking /covered mechanical parking/open parking/ open mechanical parking No. [■] admeasuring [■] (_____) square feet, more or less, also along with balcony/Verandah admeasuring approximately [■] square feet and along with Open Terrace having carpet area of [■] square feet if applicable, as permissible under applicable law and of/together with right to use pro rata share in the Common Areas including External wall thickness etc. being [.] sqft more or less of the entire Project, which Common Areas is defined in **PART-I** of the **THIRD SCHEDULE** hereunder written and/or as defined under clause (m) of Section 2 of the Act to the extent applicable to the Project. (morefully described in the **FOURTH SCHEDULE** hereunder

written and collectively the said “APARTMENT”) and a floor plan showing the Apartment in “YELLOW” border thereon is annexed hereto and marked as “ANNEXURE-B”.

- W. The Parties have gone through all the terms and conditions set out in this Agreement and have understood the mutual rights and obligations detailed herein.
- X. The Parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the Project/Complex and the said phases including the Fourth Phase of the Complex to which this Agreement relates.
- Y. The Parties have clearly understood that registration of this agreement is mandatory as prescribed under the provisions of the Act and the Parties will comply with this mandatory requirement. In case of failure and/or non-compliance of this mandatory requirement by the Parties or any of them, then, and in such event, this Agreement shall be deemed to have been cancelled and the consequences arising out therefrom as mentioned elsewhere in this Agreement will follow.
- Z. The Allottee has been made aware and has unconditionally agreed that the occupants of apartments in other phases of the entire Complex/Project shall also have complete and unhindered access to all Common Areas, as morefully described in Part-I of the THIRD SCHEDULE hereunder written as also to all amenities and facilities of the Project/Complex which are meant or allowed by the Promoters for use and enjoyment by such other co-owners and/or third parties, as the case may be.
- AA. 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;
- BB. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment, as specified in para “V” above in the manner mentioned below.

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 Promoters agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the said Apartment as more fully described in the **FOURTH SCHEDULE** herein below.
- 1.2 The Total Price for the Apartment based on the carpet area of the Apartment is Rs.____/- (Rupees ___ only) as per the details given in Part-I of the **FIFTH SCHEDULE**” hereunder written (the "**TOTAL PRICE**")

The Total Price has been arrived at in the following manner:

Sl. No.	Description	Rate Per Square Feet (In INR)	Amount (In INR)
A.	Unit Price: a) Cost of Apartment/unit b) Cost of exclusive balcony or verandah areas c) Cost of Open Terrace areas d) Proportionate cost of Common Areas. with external wall thickness etc. e) Floor Rise Charges f) Preferential Location Charges <hr/>	<i>[Please specify square feet rate]</i>	<i>[Please specify total]</i>
	g) covered independent/covered dependent parking/open independent/ open dependent parking/basement independent/ basement dependent/ Mechanical car parking <hr/> <p style="text-align: center;">Sub-Total</p>		<hr/>
B.	Other Charges: (a) Proportionate share of costs, charges and expenses of Generator Rs. 58/- per Sqft (750 Watts for 2BHK Flats & 1000 Watts for 3BHK Flats) (b) Proportionate share of installation of Transformer and electricity charges calculated @ Rs 87/- per sq. ft. (c) Contribution for becoming Member of the Association. (d) Legal/documentation Charges per Apartment. Documentation charges exclude registration/commissioning charges, stamp duty and registration fees, which shall be paid extra by the Allottee at actuals (e) Club Charges per Apartment calculated @ Rs. 72/- per Sqft.	(a) _____ (b) _____ (c) Rs.2,500/- (Rupees Two Thousand Five Hundred) only (d) Rs 10,000/- (Rupees Ten Thousand) only (e) _____	

	(f) Interest Free advance common area maintenance charges * for 18 months @ Rs. 3.65/- per Sqft of Unit Carpet area to be paid as per notice of possession.	(f) _____
	<u>Sub-Total</u>	_____
C	Total GST (Goods and Service Tax)	_____
	Total Price (A + B+C)	

In addition to the aforesaid Total Price, the following charges shall be paid at actuals/or as mentioned by the Promoter as per payment schedule:

- (a) Cost of Electric Meter;
- (b) Stamp Duty/Registration Charges/Commissioning charges and other Incidental Expenses;
- (c) Charges for mutation and separate assessment of the Apartment mutation fee, if any, and other miscellaneous charges and incidental charges in relation to the mutation;
- (d) Costs charges and expenses for providing satellite cable TV connection per such connection as per actuals; and
- (e) Costs for providing MS Grill for the Windows, plus applicable taxes, if required; and;
- (f) Interest Free Sinking Fund/Maintenance Deposit @ Rs. 3.65/- per sq. ft. of Unit Carpet area per month for 18 months amounting to Rs _____.

Notes:

** Interest Free advance common area maintenance charges has been calculated on a proposed estimated cost and may vary as per actuals at the time of possession.*

The above-mentioned Advance common area maintenance and Sinking Fund/ Maintenance Deposit shall be taken by the Developer in the name of the Southwinds Residents Association (interim body).

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Developer towards the Apartment. . Booking Amount shall be mean and/or a sum of Rs. /- (Rupees only)(being 10% of the Unit Price excluding GST.)

- (ii) The Total Price above includes taxes (consisting of tax paid or payable by the Promoters, as applicable, by way of Goods and Services Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoters, (by whatever name called) up to the date of handing over the possession of the Apartment to the Allottee and the Project/Complex to the association of allottees after obtaining the completion certificate.

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Promoters 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 said Phase (as may be extended) the same shall not be charged from the Allottee.

- (iii) The Developer shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv) The Total Price of Apartment includes recovery of price of land, cost of construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electrical wiring, electrical connectivity to the Apartment, lift, water line and plumbing, tiles, doors, windows, fire detection and fire fighting equipment in the Common Areas, maintenance deposits and other charges as mentioned in clause 1.2 above and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, costs/charges imposed by the competent authorities, the Developer shall enclose the said notification/order/rule/ regulation to that effect along with the demand letter/email 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 extended) the same shall not be charged from the Allottee.

1.4 The Allottee(s) shall make the payment to the Developer as per the payment plan set out in

Part-II- of the **FIFTH- SCHEDULE** hereto (the “**PAYMENT PLAN**”).

- 1.5 The Promoter may allow , in its sole discretion , a rebate for early payments of instalments payable by the Allottee by discounting such early payments at a mutually agreed percentage per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision /withdrawal, once granted to an Allottee by the Pomoter.
- 1.6 It is agreed that the Promoters shall not make any additions and/or alterations in the sanctioned plan of the Fourth Phase, lay-out plans and specifications and the nature of fixtures, fittings and amenities described herein in **Part II** of **THIRD SCHEDULE** herein (which shall be in conformity with the advertisement, prospects etc on the basis of which sale is effected) in respect of the Apartment without the previous written consent of the Allottee, as per the provisions of the Act, provided that, the Promoters may make such minor additions or alterations, as may be required by the Allottee provided such minor changes or alteration are as per the provisions of the Act.
- 1.7 The Developer shall confirm to the Allottee the final carpet area of the Apartment that has been allotted to the Allottee after the construction of the Building in which the Apartment is situated is complete and the occupancy certificate (or such other certificate by whatever name called is issued by the competent authority) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is reduction in the carpet area, then the Developer shall refund the excess money paid by the Allottee within 45 (forty five) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is an increase in the carpet area, which is not more than three percent of the carpet area of the apartment allotted to the Allottee, the Developer may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **PART-II** of the **FIFTH SCHEDULE**. 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 9.3 below the Promoters agrees and acknowledges, that the Allottee shall have the right to the Apartment as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment;
 - (ii) The Allottee shall also have right to use undivided proportionate share in the Common Areas. Since the share/interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use all Common Areas along with other occupants, maintenance staff etc. of the Project/Complex, without causing any inconvenience or hindrance to them. It is clarified that the Promoters shall hand over the Common Areas to the association of allottees after duly obtaining the completion certificate for the Project from the competent authority as provided in the Act.

- (iii) The computation of price of the Apartment includes recovery of price of land, construction of (not only the Apartment but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, waterline and plumbing, finishing with, paint, tiles/mosaic flooring, (as agreed), doors, windows, fire detection and fire fighting equipment, (only to the extent, as required under the relevant law(s)) in the Common Areas, maintenance charges as per para 11 etc and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
- (iv) The Allottee has the right to visit the Project site, to assess the extent of development of the Project/Complex and the Apartment, as the case may be.
- 1.9 It is made clear by the Promoters and the Allottee agrees that the Apartment (along with the covered independent/covered dependent parking/open independent/ Open dependent parking/basement independent/ basement dependent/ Mechanical car parking, as the case may be, if any, allotted to the Allottee by the Promoter and as so mentioned in the **FOURTH SCHEDULE** hereto) shall be treated as a single indivisible unit for all purposes. It is agreed that the Project/Complex is an independent self-contained Project covering the Said Land and/or the additions made thereto 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 the Project's facilities and amenities shall be available only for use and enjoyment of the allottees (including the Allottee herein) of the Project/Complex.
- 1.10 The Promoter agrees to pay all outgoing before transferring the physical possession of the apartments to the allottees, which the Developer has collected from the allottees (including the Allottee herein) 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(s) and financial institutions which are related to the Project). If the Developer fails to pay all or any of the outgoings collected by the Developer from the allottees, (including the Allottee herein) or any liability, mortgage loan and interest thereon before transferring the apartments respectively to the allottees, then, and in such event, the Developer agrees to be liable, even after the transfer of the Apartment, 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 proceeding which may be taken therefore by such authority or person.
- 1.11 The Allottee, has paid a sum of Rs, _____ (Rupees _____ only) as initial booking amount, being part payment towards the Unit Price of the Apartment at the time of application, and a further sum of Rs. as per the Payment Schedule and the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price

of the Apartment as prescribed in the Payment Plan (**Part-II** of the **FIFTH SCHEDULE** hereunder written) as may be demanded by the Developer within the time and in the manner specified therein.

Provided that if the Allottee delays in payment towards any amount, which is payable, the Allottee shall be liable to pay interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules .

2. MODE OF PAYMENT:

Subject to the terms of the Agreement, the Allottee shall make all payments and the Developer abiding by the construction milestones, on written demand/e-mail by the Developer , within the stipulated time as mentioned in the Payment Plan or otherwise, through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favour of '**SOUTHWINDS PROJECT LLP.**' payable at Kolkata or in the manner mentioned in the said demand/email. Outstation cheques shall not be accepted. Further, on dishonour of a cheque on any ground whatsoever, the Allottee shall be liable to pay to the Promoter a charge of Rupees Five hundred only plus applicable taxes, for every such dishonour.

3. COMPLIANCE OF LAW 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 there under 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 Allottee's part to comply with the applicable guidelines issued by the Reserve Bank of India, the Allottee 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 Promoters accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoters 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 Promoters immediately and comply with necessary formalities if any under the applicable laws. The Promoters shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in

the application/allotment of the said Apartment applied for herein in any way and the Promoters shall be issuing the payment receipts in favour of the Allottee only.

4 ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5 TIME IS ESSENCE:

The Promoters shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project/Complex with the Authority and towards handing over the Apartment to the Allottee and the Common Areas to the association of allottees or the competent authority, as the case may be. The Common Areas, amenities and facilities of the said Project/Complex, however, will be handed over only upon of completion of the Full Project/ Complex in due course of time.

6 CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen and accepted the proposed layout plan and the floor plan of the Apartment shown in **Annexure-B** to the Agreement, specifications, amenities and facilities of the Apartment/Project as mentioned in the **Part II** of the **THIRD SCHEDULE** hereto and have accepted the same which has been approved by the competent authority, as represented by the Promoters. The Promoters shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms of this Agreement, the Promoters undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Rajpur Sonarpur Municipality 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 Promoters shall constitute a material breach of the Agreement.

7 POSSESSION OF THE APARTMENT:

- 7.1 **Schedule for possession of the Apartment** - The Promoters agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas to the association of allottees is the essence of the Agreement. The Promoters assures to hand over possession of the Apartment along with right to use Common Areas with all specifications, amenities and facilities of the Phase in the Project in place on 30th May, 2023, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Project/Complex (the "**FORCE MAJEURE**"). If, however, the completion of the Fourth Phase in the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoters shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for

the Promoters to implement the said Fourth phase of the Project/Complex due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee the entire amount received by the Developer from the allotment within 45 days from that date. The Promoters shall intimate to 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 the Allottee shall not have any rights, claims etc. against the Promoters and that the Promoters shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession - The Promoters, upon obtaining the occupancy certificate or such other certificate by whatever name called issued by the competent authority, from the competent authority shall within a maximum period of fifteen days from such date (the “notice of possession”) offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement by sending the notice of such offer by speed post/e-mail calling upon the Allottee to take possession of the Apartment within a maximum of forty five days from the date of receipt of the said Notice of Possession by the Allottee. (the “possession date”) Provided that the conveyance deed of the Apartment in favour of the Allottee shall be executed and registered by the Promoters (subject, however, to the Allottee making all payments as mentioned in the fifth schedule hereto and taking possession of the Apartment in terms of the Notice of Possession and making payment of the stamp duty, registration charges and legal charges & expenses to the Promoter as per requisition of the Developer) within three months from the date of issue of occupancy certificate (or such other certificate by whatever name called issued by the competent authority) as provided by the relevant laws in West Bengal. The Promoters agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoters. 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 after the issuance of the completion certificate for the Fourth Phase of the Project/Complex. The Promoters shall hand over a copy of the occupancy certificate (or such other certificate by whatever name called issued by the competent authority) of the Project/Apartment, as the case may be, to the Allottee at the time of conveyance of the Apartment in favour of the Allottee.

7.3 Failure of the Allottee to take Possession of Apartment - Upon receiving the Notice of Possession from the Promoter, as per para 7.2, the Allottee shall take possession of the Apartment from the Promoters within the Possession Date by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2 and/or even after the expiry of the Possession Date, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2 and the same shall be treated as Deemed Possession.

7.4 Possession by the Allottee- After obtaining the occupancy certificate or such other certificate by whatever name called issued by the competent authority, and handing over physical possession of the Apartment to the allottees, it shall be the responsibility of the Promoters 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 i.e, the West Bengal Apartment Ownership Act, 1972, as amended up to date which provides for submission of the property comprised within the Project within three years from the date of completion certificate issued by the competent authority and to have the association of allottees formed in the manner provided in the said Act, :

7.5 Cancellation by Allottee–

The Allottee shall have the right to cancel/withdraw his/ her/ its allotment in the Project as provided in the Act.

Provided that, where the Allottee proposes to cancel/withdraw from the Project/Complex without any fault of the Promoters, the Promoters herein shall be entitled to forfeit the Booking Amount paid for the allotment., along with the interest liabilities, and together with deduction of such other tax/levy as may be applicable at the time of such withdrawal by the Allottee. The balance amount of money paid by the Allottee shall be returned by the Developer to the Allottee within 45 (forty five) days of such cancellation

7.6 Compensation –

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

Except for occurrence of a Force Majeure event, if the Promoters fail to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act or for any other reason, the Developer shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Fourth Phase of the Project/Complex, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, along with interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules within 45 (forty-five) days of it becoming due.

Provided That where the Allottee does not intend to withdraw from the Project/Complex, the Developer shall pay the Allottee interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Developer to the Allottee within 45 (forty-five) days of it becoming due.

8 REPRESENTATION AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoters 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/Complex; save and except as mentioned in sub clause (iv) below.
- (ii) The Promoters has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project/Complex;
- (iii) There are no encumbrances upon the Said Land save and except as mentioned in sub clause (iv) below.
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Said Land, Project or the Apartment save and except WP 17303W of 2018 (previously WP NO. 316 of 2018) which is an untenable claim made by persons wrongfully interpreting the Urban Land (Ceiling and Regulation) Act, 1976 and another Title Suit Being numbered T.S. No. 114 of 2015 pending before Jr Div. 2nd Court Baruipur both of which the Promoter is defending as per the advice of the advocates and which the Promoter is confident of resolving.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoters has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Said Land, building, Apartment and Common Areas;
- (vi) The Promoters 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 Promoters 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/Complex and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoters confirms that the Promoters is not restricted in any manner whatsoever from selling the Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Common Areas to the association of allottees or the competent authority, as the case may be at the time of completion of entire Complex/Project.
- (x) The Said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Land;

- (xi) The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent Authorities till the completion certificate has been issued and possession of Apartment or Building, as the case may be, along with Common Areas (equipped with all the specifications, amenities and facilities as mentioned in the **Part I** and **Part II** of the **THIRD SCHEDULE** hereto) 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 Promoters in respect of the Said Land and/or the Project/Complex.

9 EVENT OF DEFAULTS AND CONSEQUENCES:

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

- (i) The Promoters fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the Project/Complex within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Developer's business as a developer on account of suspension or revocation of Developer's registration under the provisions of the Act or the Rules or Regulations made there under.

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

- (i) Stop making further payments to the Developer as demanded by the Developer. If the Allottee stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, along with interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as

prescribed in the Rules, within 45 (forty five) days of receiving the termination notice.

Provided that, where the Allottee does not intend to withdraw from the Project/Complex or terminate the Agreement, he/she/it shall be paid, by the Developer, interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Developer to the Allottee within 45 (forty five) days of the same becoming due.

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

- (i) In case the Allottee fails to make payment for two consecutive demands made by the Developer as per the Payment Plan, of any amount due and payable by the Allottee under this Agreement (including his/her/its proportionate share of taxes, levies and other outgoings) despite having been issued notice in that regard. It is further clarified that, reminders and or notices for payment of instalments or notice for rectification of default as per the Payment Schedule shall also be considered as Demand for the purpose of this clause. In such event the Allottee shall be liable to pay to the Developer, interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules on all unpaid amounts from the date the amount is payable by the Allottee.
- (ii) Without prejudice to the right of the Developer to charge interest in terms of Clause 9.3 (i) above, in case of default by the Allottee under Clause 9.3 (i) above continues for a period beyond two consecutive months after notice for rectification of default from the Promoters in this regard, the Promoters, at its own option, may cancel the allotment of the Apartment in favour of the Allottee and terminate this Agreement and refund the money paid to the Developer by the Allottee after deducting the Booking Amount and the interest liabilities and after deduction of such other tax/levy as may be applicable at the time of such termination by the Promoters, and this Agreement and any liability of the Promoters shall thereupon stand terminated.

Provided that, the Promoters shall intimate the Allottee about the Promoter's intention to terminate this Agreement by a written notice of at least 30 (thirty) days prior to such termination.

10 CONVEYANCE OF THE APARTMENT:

The Developer, on receipt of Total Price of the Apartment as per para 1.2 above and as mentioned in the **PART I** of the **FIFTH SCHEDULE** below from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with right to use proportionate indivisible share in the Common Areas (within three months from the date of Completion

Certificate or such other certificate by whatever name called issued by the competent authority but within a maximum period of 3 months from the Date of Completion Certificate) to the Allottee. In case, however, the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Developer to withhold registration of the conveyance deed in favour of the Allottee till payment of stamp duty and registration charges to the Developer is made by the Allottee.

11 MAINTENANCE OF THE APARTMENT/ PROJECT:

The Developer shall be responsible to provide and maintain essential services in the Project/Complex till the taking over of the maintenance of the Project/Complex by the association of allottees upon the issuance of the completion certificate or such other certificate by whatever name called issued by the competent authority of the Project/Complex.

The cost of such maintenance from the date of the Allottee taking over physical possession and/or from the Possession Date, (as mentioned in 7.1 above) whichever is earlier, is payable by the Allottee for the Apartment proportionately as per the rates to be calculated on per square feet basis (of the carpet area of the Apartment) and/or in the manner as provided in this agreement and/or as may be so decided by the Developer and/or the association of allottee, as the case may be,

12 DEFECT LIABILITY:

It is agreed that in case any structural defector any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer's failure to rectify such defects within such time, the Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13 RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

14 USAGE:

Use of Basement and Service Area: The basement(s) and service areas, if any, as located within the Project/Complex 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 the Said Plan and/or the sanctioned plan. 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 or caused to be formed for the allottees for rendering maintenance services.

15 COMPLIANCE WITH RESPECT TO THE APARTMENT

15.1 Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at the Allottee's own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances there to 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 the Allottee would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

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

16 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

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

17 ADDITIONAL CONSTRUCTIONS:

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

18 PROMOTERS SHALL NOT MORTGAGE OR CREATE CHARGE:

After the Promoters executes this Agreement the Promoters shall not create any further mortgage or create any further charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

19 APARTMENT OWNERSHIP ACT

The Promoters has assured the Allottee that the Project in its entirety is in accordance with the provisions of The West Bengal Apartment Ownership Act, 1972 as amended up to date and/or other applicable local laws in the state of West Bengal and the Promoters has duly complied with and/or will comply with all such laws/regulations as applicable.

20 BINDING EFFECT:

Forwarding of this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters 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 of the same by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Allottee fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the concerned Registrar for its registration as and when intimated by the Promoters, then the Promoters 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, the application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21 ENTIRE AGREEMENT:

This Agreement, along with its schedules, 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 Apartment/Project/Complex, as the case may be.

22 RIGHT TO AMEND:

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

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

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

24 WAIVER NOT LIMITATION TO ENFORCE:

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

26.2 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 there after to enforce hand every provision.

25 SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

27 FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28 PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Allottee in Kolkata after the Agreement is duly executed by the Allottee and the Developer simultaneously with the execution the said Agreement shall be registered at the office of the concerned Sub-Registrar at Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

29 NOTICES:

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

Name of Allottee _____.

Address of Allottee _____

Promoter name: **SOUTHWINDS PROJECT LLP**

(Promoter Address) 6A, Elgin Road, 2nd Floor, Bhowanipore, P.O. & P.S. Bhowanipore
Kolkata, Pin – 700020

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 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

30 JOINT ALLOTTEES:

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

Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

31 SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the Apartment, prior to the execution and registration of this Agreement for Sale for the Apartment, 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 there under.

32 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 there under including other applicable laws of India for the time being in force.

33 DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Arbitration and Conciliation Act,1996.

34. Disclaimer: That all terms and conditions as mentioned herein below are as per the contractual understanding between the parties and are not in derogation of/or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.

35. The following clauses are to be read in continuation to the sub clauses of Clause 1.8 above:

(v) The rights of the Allottee is limited to ownership of the said Apartment and the Allottee hereby accepts the same and the Allottee shall not, under any circumstances, raise any claim, of ownership, contrary to the above.

(vi) The Common Areas shall always be and remain subject to change and modification, as may be deemed fit and necessary by the Promoters (without affecting the rights of the Allottee, prejudicially) to accommodate its future plans regarding the Said Land and/or the Project/Complex and the Allottee hereby accepts the same and shall not, under any circumstances, raise any objection, or hindrances thereto and/or shall be deemed to have granted an unconditional approval to such change in Common Areas .

(vii)The Allottee shall only have User Rights in the Common Areas of the Project/Complex to the extent required for beneficial use and enjoyment of the said Apartment and the Allottee hereby accepts the same and the Allottee shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Common Areaof the Project/Complex

(viii) The computation of the price of the Apartment also includes the cost of the covered

independent/covered dependent parking/open independent/ dependent parking/basement independent/ basement dependent/ Mechanical car parking, as the case may be, if any, allotted to the Allottee by the Developer and as so mentioned in the **FOURTH SCHEDULE** hereto.

36. In continuation to clause 7.5 above the Allottee agrees that where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Promoter shall make such refund without any interest or compensation and all charges and expenses that may be incurred by the Developer in making such refund shall be borne by the Allottee.

Upon withdrawal or cancellation of allotment by the Allottee under this Agreement, the Promoters shall have the right to re-allot the Apartment to any third party thereafter and the prior allotment in favour of the Allottee will stand cancelled. All rights of the Allottee under any allotment letter issued or this Agreement shall also stand terminated.

37. COVENANTS & RIGHTS OF THE ALLOTTEE

- 37.1 The Allottee, with the intention to bring all persons into whosoever's hands the Apartment may come, hereby covenants and agrees with the Promoters as follows:
- 37.1.1. That the Allottee shall observe, perform and fulfil the covenants, stipulations, restrictions and obligations required to be performed by the Allottee herein, including but not limited to those mentioned in the **SIXTH SCHEDULE** hereunder written;
- 37.1.2. That the Allottee has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually and in a timely manner;
- 37.1.3 That, on and from the Possession Date, as mentioned in para 7.1 above, the Allottee shall at all times make timely payment of the proportionate Common Charges and Expenses to the Developer or the Association, as the case may be, in the manner and at such intervals and at such rates as may be decided by the Developer or the Association, as the case may be, failing which the Developer or the Association, as the case may be, shall be entitled to take such action as it may deem fit;
- 37.1.4 That the Common Charges and Expenses shall be proportionately divided amongst the Co-Buyers and/or Co-Occupiers of the Project, in such manner as may be decided by the Developer or the Association, as the case be, from time to time in this regard;
- 37.1.5 That the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges, including but not limited to the Common Charges and Expenses as determined and thereafter billed by the Developer or the Association, as the case maybe, and performance by the Allottee of all his/her/its obligations in respect of the terms and conditions specified by the Developer or the Association, as the case maybe, from time to time;

- 37.1.6 That the Allottee shall bear and pay all the municipal taxes, rates, levies, surcharge, deposits including security deposits, assessments, together with interest thereon and all other outgoings (hereinafter referred to as “Outgoings”) related to the Apartment on and from the Possession Date. However, so long as the Apartment is not separately assessed for municipal taxes, rates, levies surcharges and other outgoings, the Allottee shall be liable to and will pay his/her/its proportionate Outgoings attributable to the Apartment and/or Developer and/or the Association, as the case may be. Further, on and from the Possession Date, the Allottee shall be liable to pay proportionately all Outgoings for the Common Areas on the basis of bills to be raised by the Developer or the Association, as the case may be, such bills being conclusive proof of the liability of the Allottee in respect thereof;
- 37.1.7 That the Allottee shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Apartment in the records of the concerned authorities within a period of three (3) months and shall keep the Owner and the Developer indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Owner and/or the Promoter due to non-fulfilment and/or non-observance of this obligation by the Allottee;
- 37.1.8 That the Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer or the Association;
- 37.1.9 That wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Co-buyers in the Project/Complex, the same shall be in the proportion which the Carpet Area of the Apartment bears to the total Carpet Area of all the apartments in the Project/Complex;
- 37.1.10 That the Allottee shall ensure that the Association shall grant to the Promoters, the Owner and the Co-buyers and/or Co-occupiers of the Project/Complex and all their successors-in-interest/title unfettered and perpetual easements over, under and above all Common Areas;
- 37.1.11 That the Allottee shall use the Apartment or any part thereof or permit the same to be used only for residential purposes. Further, the Allottee shall use the garage or parking space allotted to them only for the purpose of keeping or parking vehicles;
- 37.1.12 That the Allottee agrees that the Developer and/or the Association, shall have the right of unrestricted access to all Common Areas, garages/parking spaces and other areas of the Project, for providing necessary maintenance services and/or carrying out electrical, plumbing and other works either over-ground or under-ground, as may be required for the Project/Complex, and the Allottee agrees to permit the Developer and/or the Association to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
- 37.1.13 That the Allottee hereby accepts not to alter, modify or in any manner change (1) the elevation and exterior colour scheme of the Apartment and the Building; (2) design and/or the colour scheme of the windows, grills and the main door of the Apartment; and/or (3) the common lobby; and the Allottee shall not block the common lobby by installing/fixing shoe racks and/or

install/fix tiles in the balcony; also the Allottee shall not change or caused to be changed the location designated for the outdoor units of AC other than specified locations.

37.1.14 That the Allottee hereby accepts not to alter, modify or in any manner change the structure or any civil construction in the Apartment and the Building. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Building and/or on any external part of the Building and/or the roof thereof;

37.1.15 That the Allottee hereby also accepts not to sub-divide the Apartment and the Common Areas, under any circumstances;

37.1.16 That the Allottee hereby also accepts not install any collapsible gate/grill outside the main door / entrance of the Apartment and also not to install any grill/ collapsible gate on the balcony or verandah and/or terrace;

37.1.17 That the Allottee hereby also accepts not to change/alter/modify the name of the Building from that mentioned in this Agreement; and

37.1.18 That the Allottee hereby accepts, confirms and declares that the covenants of the Allottee as contained in this Agreement shall (A) run perpetually; and (B) bind the Allottee and his/its successors-in-title or interest and that the Allottee shall be responsible for any loss or damages arising out of breach of any of the conditions contained in this Agreement.

38. The flowing clauses are to be read in continuation to with Clause 9.3 above :

(iii) On and from the date of refund of the amount as mentioned in the Clauses above, as the case may be, this Agreement shall stand cancelled automatically without any further act from the Allottee and the Allottee shall have no right, title and/or interest on the said Apartment, the Project/Complex and/or the Said Land or any part or portion thereof, and the Allottee shall further not be entitled to claim any charge on the said Apartment and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the Parties.

(iv) For the avoidance of doubt, it is hereby clarified that the Promoters shall not be held liable, in any manner whatsoever, for any delay in receipt/non-receipt of any refund by the Allottee in accordance with the terms of this Agreement, for any reason, including but not limited to, any delay by the Indian postal authority or due to a change in address of the Allottee (save as provided in this Agreement) or loss in transit.

39. INTERIM MAINTENANCE PERIOD

During the interim maintenance period between obtaining of the completion certificate of Project and formation and operationalization of the Association the Developer shall through itself or through a facility management company constitute a committee to run, operate, manage and maintain the Common Areas.

- 39.1.1. The Developer shall endeavour that the committee responsible for the maintenance and operation of the Common Areas will be required to provide manpower for maintaining the Common Areas, wherever required, and to collect maintenance charges and the user charges for the utilities being provided on “pay by use” basis, if any.
- 39.1.2 The Developer shall be responsible to provide and maintain essential services in the Project/Complex till the taking over of the maintenance of the Project by the Association as provided in this Agreement. The cost of such maintenance shall be borne and paid by the Allottee proportionately for the Apartment.
- 39.1.3 The maintenance and management of Common Areas by the committee will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMC’s etc. It will also include safety and security of the Project/Complex such as fire detection and protection and management of general security control of the Project/Complex.
- 39.1.4 The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period be framed by the Developer with such restrictions as may be necessary for proper maintenance and all the allottees are bound to follow the same.
- 39.1.5 After the Common Areas of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.

40. FORMATION OF ASSOCIATION

- 40.1 The Developer shall, in accordance with Applicable Laws, call upon the respective apartment owners to form an association (“ASSOCIATION”), and it shall be incumbent upon the Allottee to join the Association as a member and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the same. The Allottee shall pay the necessary subscription and/or membership amounts, together with the proportionate costs and expenses for (i) formation of the Association, and (ii) transfer of the Common Areas to the Association, including but not limited to stamp duty and registration costs, if any. The Allottee hereby authorizes the Developer to take all necessary steps in this connection on his/her/their/its behalf, and further the Allottee shall comply with and/or adhere to all the Applicable Laws and all the rules,

regulations, guidelines, etc. formulated from time to time by the Association.

- 40.1.2. Each Apartment/unit in the Project shall represent one (1) share, irrespective of the number of persons owning such Apartment/unit. Further, in the event a Apartment/unit is owned by more than one person, then the person whose name first appears in the nomenclature of this Agreement as the Allottee shall only be entitled to become a member of the Association. In the event that the Allottee is a minor, the local guardian of such minor shall become a member of the Association. A tenant or licensee of the Allottee shall not be entitled to become a member of the Association.
- 40.1.3 Upon formation of the Association, the Developer shall handover the Common Areas, together with the relevant documents and plans pertaining thereto, to the Association within such time period and in such manner as prescribed under Applicable Laws (hereinafter referred to as the “Handover Date”). Save as provided herein, on and from the Handover Date, the Association shall, inter alia, become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations etc., as may from time to time have been procured/ obtained/ entered into by the Developer and the Association shall take the responsibility for proper safety and maintenance of the Project and of upkeep of all fixtures, equipment and machinery provided by the Developer , and the Developer shall immediately stand discharged of any liability and/or responsibility in respect thereof, and the Allottee and the Association shall keep each of the Owner and the Promoter fully safe, harmless and indemnified in respect thereof.
- 40.1.4 The Allottee agrees and undertakes to deposit a non-interest bearing security deposit (as specified in the Payment Plan) with the Developer, which deposit shall be treated as Sinking Fund/ Maintenance Deposit (“**Sinking Fund**”). The Allottee further agrees and acknowledges that such Sinking Fund shall be handed over to the Association by the Developer, without any interest, after adjusting/deducting therefrom all amounts then remaining due and payable by the Allottee and the several Co-Buyers of the Project/Complex to the Developer, together with interest thereon. Such amount(s), if any, thus transferred shall be held by the Association on behalf of and on account of the Allottee and the several Co-Buyers and/or co-owners of the Project, inter alia, as a sinking fund. The Allottee undertakes to make good and pay to the Association all such amounts that may be deducted/adjusted as aforesaid by the Developer as due and payable by the Allottee and/or to replenish any shortfalls caused on account of the Allottee. Further, it is hereby agreed that the Allottee shall not be held liable, in any manner whatsoever, for any shortfall in the Sinking Fund due to the above adjustments or otherwise after the handover of the Sinking Fund by the Developer to the Association and the Allottee and the Association shall jointly and severally keep the Developer indemnified for the same.

- 40.1.5 The Allottee acknowledges and agrees to allow the Developer to adjust any receivables and/ or dues towards Common Charges and Expenses from the Sinking Fund before the same is handed over to the Association. The Allottee hereby agrees and undertakes to bear all taxes that may be levied on the Developer on account of making such adjustments and/or on account of the Developer transferring/handing over the Sinking Fund to the Association. On any such adjustments being made from the Sinking Fund, the Allottee hereby undertakes to make good the resultant shortfall in the Sinking Fund within 15 (fifteen) days of a demand made by the Association with respect thereto.
- 40.1.6 The Developer and/or the Association, as the case may be, shall be entitled to invest the Sinking Fund in such securities and in such manner as the Developer and/or Association, as the case may be, may think fit and apply the income for the purpose of repairs, maintenance, security and upkeep of the Project/Complex. Such payment towards the Sinking Fund shall not absolve the Allottee of its obligation to pay the applicable maintenance charges in terms of this Agreement.
- 40.1.7 The Allottee acknowledges that it/he/she shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the Building and/or the Project by the Developer or the Association, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations which may be framed and/or be made applicable to all the apartment owners or occupiers of the Building and/or the Project/Complex.
- 40.1.8 The Allottee expressly agrees and acknowledges that it is obligatory on the part of the Allottee to regularly and punctually make payment of the proportionate share of the Common Charges and Expenses and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the right of the Co-Buyers and/or Co-Occupiers in the Project/Complex.
- 40.1.9 Further, the Allottee agrees and undertakes to pay all necessary deposits/charges to the Developer or the Association, as the case may be, including the interest free security deposit(s) payable to the concerned statutory bodies/ authorities or other entities, each as may be determined by the Promoter or the Association, as the case may be, each within such timelines as may be prescribed by the Promoter or the Association, as the case may be.
- 40.1.10 Without prejudice to the rights available under this Agreement, in the event that any amount payable to the Developer or the Association is not paid within 2 (two) months from the date of the notice in this regard, the Developer or the Association, as the case may be, shall also

be entitled to take such further steps as it may reasonably determine for recovery of the said amounts.

40.1.11 It has been agreed by the parties that the Association (s) of all the Allottees of all the buildings in the Project as and when the Project is completed in its entirety shall own in common all common areas ,amenities and facilities of the Project/Complex together with all easement rights and appurtenances belonging thereto.

40.1.12 In house bus facility for commuting between the Complex and Garia Metro Station will be made available once majority of the Flat/Unit owners shift into their respective flats. The facility will be available on monthly payment basis and/or at such cost that may be decided by the Association. The said costs may be borne and paid by the Association, as part of common maintenance expenses to be realized from the Flat owners.

41. CLUB FACILITIES

41.1 The Developer proposes to set up a club and/or a resident's activity centre for use of the Allottees in the Project (the "**CLUB**"). The Club will form part of the Common Areas of the Project/Complex and will be handed over to the Association in due course.

During the interim maintenance period, the Club shall be managed by the Developer either by itself or through its nominee.

41.2 The Allottee shall be entitled to the facilities of a club within the Project ("**Club**") along with the Co-Buyers and/or Co-Occupiers of the Project. The operational costs/charges of the Club shall form part of the Common Charges and Expenses.

41.3 It is expressly made clear that the membership of the Allottee to the Club shall be transferred upon the Allottee transferring the Apartment in favour of a third party.

41.4 The rights and obligations of the Allottee as a member of the Club and the detailed terms and conditions of membership and rules and regulations governing use of the Club facilities will be formulated by the Developer or the Association, as the case may be, in due course and circulated to members before the Club is made operational. The Allottee agrees, undertakes and covenants to abide by such rules and regulations and make payment of all periodic subscriptions and other expenses relating thereto.

41.5 On failure of the Allottee to regularly pay the charges, subscription, etc. in respect of the Club, the Developer or the Association, as the case may be, shall be entitled to restrict the Allottee's entry to the Club and withdraw all the privileges of the Club to the Allottee, and the Allottee hereby gives his/her/its unfettered consent to the same.

41.6 If the Allottee bring guests to use the Club facilities, the Allottee will be required to pay guest charges in accordance with the rules and regulations of the Club.

41.7 The Allottee hereby agrees and acknowledges that some of the facilities at the Club shall be available to the members of the Club, subject to payment of the monthly subscription only, while other facilities will be available on "pay by use" basis over and above the monthly subscription or such other basis as may be decided by the Developer/Association.

41.8 In this regard it is clarified that the club facilities are expected to be operational only after the majority of the Purchaser of the Apartment/Units have moved into the Complex and also only after the club management and/or the Developer getting suitable professional operator at a reasonable cost for operating such club facilities.

41.9 The Allottee understands and accepts that all the facilities of the Club may not get ready/operational for use at the time the possession of the Apartment is handed over to the Allottee. If, however, at the time of handing over possession of the Apartment to the Allottee, some of the Club facilities are made operational, then, and in that event, the Allottee as a member of the Club, shall be entitled to use all those facilities which have been made operational and shall pay maybe then decided by the Developer/Association.

41.10 In case the Apartment is transferred by the Allottee, the membership of the Club will automatically stand transferred to the transferee of the Apartment and the transferor, approved/confirmed user by the said transferor will automatically cease to be member/Additional Member(s)/user of the Club.

41.11 Guest Rooms: The Developer has made available Guest Rooms for the benefits of the Flat/Unit owners. The said Guest Rooms shall be available to the Flat/Unit Owners at cost to be decided by the Association or the Maintenance Body

41.12 Detailed terms and conditions of the Club membership, different charges and rules and regulations governing the usage of the Club will be formulated in due course and circulated to all the members and the same will be binding on all the members (including additional members).

42. The following are to be n continuation to Clause 12 above:

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The Developer shall not be liable to rectify any defect occurring under the following circumstances:

- i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the Apartment, the Developer will not take any responsibility of waterproofing, cracks or any defect in

plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;

- ii) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee, the Developer will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Developer will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- iv) If the Allottee after taking actual physical possession of the Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Developer;
- v) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.
- vi) If the materials and fittings and fixtures provided by the Developer are not being maintained by the Allottee or his / her agents in the manner in which same is required to be maintained.
- vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Developer in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Developer and not amounting to poor workmanship or manufacture thereof.
- viii) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Developer and without giving the Developer the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Developer shall be relieved of its obligations contained in clause 15 hereinabove.

43. NOMINATION BY ALLOTTEE WITH CONSENT:

The Allottee admits and accepts that after the Lock in period and before the execution and registration of conveyance deed of the said Apartment, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:

- (a) Allottee to Make Due Payments:-The Allottee shall make payment of all dues, including any interest for delay, to the Promoter in terms of this Agreement, up to the time of nomination.
- (b) Lock-in Period:-The Allottee cannot nominate in favour of any third party before the expiry of a period of 12 (Twelve) months from the date of this Agreement.
- (c) Prior Written Permission and Tripartite Agreement: -In respect of any nomination, the Allottee shall obtain prior permission of the Developer and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Developer and the Allottee.
- (d) Nomination Fees:

The Allottee shall pay a sum calculated @ 1% of the Unit Price, or the Nomination Price whichever is higher, plus applicable taxes, as and by way of nomination fees to the Developer. It is clarified that inclusion of a new joint allottee or change of a joint allottee shall be treated as a nomination. However nomination fees shall not be payable in case of nomination in favour of parents, spouse or children of the Allottee. Any additional income tax liability that may become payable by the Developer due to nomination by the Allottee because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Allottee paying to the Developer agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Allottee on or before nomination. The Allottee admits and accepts that he shall not be entitled to nominate or assign his rights under this Agreement save in the manner indicated above.

THE FIRST SCHEDULE ABOVE REFERRED TO
(SAID LAND)
PART 1

ALL THATthe piece and parcel of land admeasuring 1606.9387 Decimal, more or less, comprised in several dag nos (as per details given below), under khatian nos. 1099 to 1128, 1263 to 1271, 1272 to 1299, 1300 to 1336, 1337 to 1348, 1371, 1412, 1413, 1483, 2138 to 2158, 2204 to 2213, 2215, 2218, 2219, 2448 to 2458, 79, 269, and 1183 to 1185 in Mouza – Manikpur, J.L. No. 77, Police Station Sonarpur, District 24 Parganas (South) within the jurisdiction of Ward No.23 of the Rajpur Sonarpur Municipality and being Premises No.132, Ghoshal Para Road, Kolkata – 700148, West Bengal, and the Said land butted and bounded are as follows:-

- ON THE NORTH : L.R. Dag Nos. 303, 306, 492, 497, 491, 490(P), 311, 332, 478, 477, 547, 551, 566, 565, 599
- ON THE SOUTH : L.R. dag Nos. 530(P), 534, 575, 576, 572(P), 590(P), 593(P), 594, 598 and Road;
- ON THE EAST : L.R. Dag Nos. 308, 307, 306, 492, 497, 332, 480, 479, 478, 477, 528(P), 530(P), 534, 539(P), 538(P), 548, 547, 566, 563, 599, 593(P), 569, 570, 571 and Municipal Road;
- ON THE WEST : Southern E.M. By Pass.

R.S. Plot No.	Area (in Decimal)
304	44
305	15
478	10
481	136
482	6
483	2.53
485	60
486	83
487	34
488	38

489	33
490	4.28
492	3.3
493	20
496	25
498	9
499	8
500	8
501	39
502	23
503	17
504	20
505	17
506	59
507	24
510	38
511	5
512	19
513	20
514	20
515	48
516	25
517	17
518	17
519	14
520	8.17
539	3
540	6
541	6
542	6
545	9
546	49
567	38
568	94
572	37.92
573	8
574	19
587	1.63
589	7.07
590	5.82
591	49
592	64.9
593	16.65
595	9

596	24.9
597	1.9587
599	22.75
522	11
523	62
524	20
525	18.36
526	12
528	13
530	3
535	3
536	1
477	6.7
483	8
Total	1606.9387

**PART II
(FOURTH PHASE LAND)**

ALL THAT one Block comprising of G+11 floors of residential units in land admeasuring 200.976 decimal, more or less, comprised in R.S. & L.R. Dag nos. 510(P), 515, 516(P), 517, 518, 519(P), 539(P), 540, 541, 542, 545, 546 and 572(P), under L.R. Khatian Nos. 1099 to 1102, 1107 to 1110, 1112 to 1122, 1124 to 1126, 1265 to 1267, 1347, 1348 and 2454 to 2458 in Mouza – Manikpur, J.L. No. 77, Police Station Sonarpur, District 24 Parganas (South) within the jurisdiction of Ward No.23 of the Rajpur Sonarpur Municipality and being Premises No.132, Ghoshal Para Road, Kolkata – 700148 the said land butted and bounded are as follows:-

On the North : Land under R.S. & L.R. Dag Nos. 510(P), 514(P), 519(P), 544, and Road.

On the South : Land under R.S. & L.R. Dag Nos. 516(P), 572(P), 571.

On the East : Land under R.S. & L.R. Dag Nos. 539(P), 538(P), 548 and 547(P).

On the West : Southern E.M. By Pass.

THE SECOND SCHEDULE ABOVE REFERRED TO

(PARTICULARS OF THE TITLE)

Details of land held by 168 companies in the said land of 1606.9387 Decimals of Mouza - Manikpur, J.L. No.77

Sl. No.	Deed No.	Year	Purchaser	L.R. Dag Nos.	Area Purchased (in decimal)
1	1110	2010	Akashganga Tie-up Pvt. Ltd.	481	10
2	3527	2007	Mayfair Vyapaar Pvt. Ltd.	546	10
3	3531	2007	Balaji Retailers Pvt. Ltd.	574	10
4	3499	2007	Ekta Vinimay Pvt. Ltd.	542	6
				519	4
5	3523	2007	Tirupati Advisory Services Pvt.Ltd.	512	9
				516	1
6	3495	2007	Express Commodities Pvt. Ltd.	510	8
				573	2
7	3501	2007	Tirupati Consumer Goods Pvt. Ltd.	519	10
8	3525	2007	Kamrup Commercial Pvt. Ltd.	573	3
	7302	2018		523	2
9	3516	2007	Salasar Distributors Pvt. Ltd.	511	5
				574	5
10	3530	2007	Tanvi Tower Pvt. Ltd.	513	10
11	3514	2007	Zest Retailers Pvt. Ltd.	515	10
12	3515	2007	Uday Niwas Pvt. Ltd.	516	1
				546	9
13	3572	2007	Elite Consumer Goods Pvt. Ltd.	515	10
14	3526	2007	Kamrup Marketing Pvt. Ltd.	515	10
15	3574	2007	Salasar Consumer Goods Pvt. Ltd.	510	10

16	3496	2007	Kamrup Distributors Pvt. Ltd.	516	1
				545	9
17	3498	2007	Basukinath Vinimoy Pvt. Ltd.	546	10
18	3519	2007	Daffodil Vyapaar Pvt. Ltd.	546	10
19	3502	2007	Elite Commodities Pvt. Ltd.	515	8
				517	2
20	3562	2007	Zest Commercial Pvt. Ltd.	515	10
21	3522	2007	New Ways Consumer Goods Pvt. Ltd.	546	10
22	3566	2007	Sigma Consumer Goods Pvt. Ltd.	518	10
23	3570	2007	Murlidhar Trading Pvt. Ltd.	516	10
24	3500	2007	North East Consumer Goods Pvt. Ltd.	510	10
25	3578	2007	Ridhi Sidhi Niketan Pvt. Ltd.	513	10
26	3524	2007	Express Consumer Goods Pvt. Ltd.	517	10
27	3567	2007	Shivam Consumer Goods Pvt. Ltd.	510	10
28	3529	2007	Shivam Retailers Pvt. Ltd.	518	7
				573	3
29	3494	2007	North East Retailers Pvt. Ltd.	512	10
30	3577	2007	Srijan Realty Ltd. (Formerly known as Srijan Projects Pvt. Ltd.)	514	10
31	1586	2010	Aastha Niketan Pvt. Ltd.	499	8
32	1141	2010	Nilkanth Barter Pvt. Ltd.	516	2
				517	5
				535	3
33	1590	2010	Neelkanth Infrarealty Pvt. Ltd.	482	6
				574	4
34	1498	2010	Amravati Mercantile Pvt. Ltd.	506	3
				486	3
	1588	2010		304	4

35	1463	2010	Nirmal Kumar Agarwala	493	10
36	408	2008	Aungkor Tradelink Pvt. Ltd.	498	9
37	1114	2010	Pawanputra Consultants Pvt. Ltd.	488	10
38	1113	2010	Shagun Infrapromoters Pvt. Ltd.	488	10
39	1105	2010	Rameshwar Barter Pvt. Ltd.	481	10
40	1107	2010	N.K Tower Pvt. Ltd.	481	10
41	1108	2010	Vibgyor Merchants Pvt. Ltd.	481	10
42	1109	2010	Sitala Infradev Pvt. Ltd.	481	10
43	1111	2010	Landsdown Medicals Pvt. Ltd.	481	10
44	1580	2010	Jagmohan Tie-up Pvt. Ltd.	304	10
45	1142	2010	Maxmin Commercial Pvt. Ltd.	516	10
46	1438	2010	Parvati Tie-up Pvt. Ltd.	540	5
	1437	2010		483	5
47	1587	2010	Conquest Commercial Company Pvt. Ltd.	305	5
	1442	2010		496	5
48	1423	2010	Bhanu Vinimay Pvt. Ltd.	496	10
49	1585	2010	Damayanti Tradelink Pvt. Ltd.	304	10
50	1589	2010	Akashganga Barter Pvt. Ltd.	304	10
51	1581	2010	Sahansil Suppliers Pvt. Ltd.	304	10
52	1582	2010	Raghuveer Commotrade Pvt. Ltd.	305	10
53	1510	2010	Uday Infotech Pvt. Ltd.	486	10
54	1464	2010	Smita More	493	10
55	1504	2010	N K Regency Pvt. Ltd.	486	10
56	1505	2010	Rolcon Finvest Pvt. Ltd.	486	10
57	1396	2010	Ekdant Procon Pvt. Ltd.	481	6
	1397	2010		487	4
58	1474	2010	Maya Agarwal	505	7
	1439	2010		483	3

59	1412	2010	Adinath Devcon Pvt. Ltd.	481	10
60	1424	2010	Bhanu Tradelink Pvt.Ltd.	489	3
	1443	2010		522	6
				523	1
61	1413	2010	Amiya Barter Pvt. Ltd.	481	10
62	1100	2010	Apnapan Developers Pvt. Ltd.	481	10
63	1101	2010	Bhumi Vinimay Pvt. Ltd.	481	10
64	1102	2010	Liberal Consultancy Services Pvt. Ltd.	481	10
65	1103	2010	Jhilmil Consultants Pvt. Ltd.	481	10
66	1104	2010	Shraddha Properties Pvt. Ltd.	481	10
67	1422	2010	Ashish More	496	10
68	1425	2010	Rameshwar Commotrade Pvt. Ltd.	541	6
	7301	2018		523	3
69	1395	2010	Adinath Infracon Pvt. Ltd.	514	10
70	1469	2010	Rameshwar Tradelink Pvt. Ltd.	501	3
	1446	2010		503	7
71	1465	2010	Charulata Tradelink Pvt. Ltd.	503	10
72	1448	2010	Murari Barter Pvt. Ltd.	502	10
73	1449	2010	Charulata Tie-up Pvt. Ltd.	502	10
74	1470	2010	Amiya Tie-up Pvt. Ltd.	501	6
	1450	2010		507	4
75	1466	2010	Sameer Agarwala	507	10
76	1451	2010	Akruti Barter Pvt. Ltd.	507	10
77	1476	2010	Saroj Kumar Agarwal	505	10
78	1475	2010	Janpriya Mercantile Pvt. Ltd.	504	10
79	1124	2010	N.K. Hirise Pvt. Ltd.	506	10
80	1125	2010	Navketan Tie-up Pvt. Ltd.	506	10
81	1126	2010	Sadabahaar Dealers Pvt. Ltd.	506	10

82	1136	2010	Bhanu Tie-up Pvt. Ltd.	540	1
				506	6
				539	3
83	1121	2010	Bhootnath Infotech Pvt. Ltd.	506	10
84	1122	2010	Eminently Traders Pvt. Ltd.	506	10
85	1405	2010	Badrinath Infrabuild Pvt. Ltd.	485	10
86	1430	2010	Anurima Mercantile Pvt. Ltd.	489	10
87	1472	2010	Piyush Agarwala	504	10
88	1409	2010	Balgopal Realdev Pvt. Ltd.	485	10
89	1407	2010	Ekdant Infraproperties Pvt. Ltd.	485	10
90	1421	2010	N.K Niketan Pvt. Ltd.	485	10
91	1419	2010	Bhagwati Infrapromoters Pvt. Ltd.	485	10
92	1417	2010	Shagun Realdev Pvt. Ltd.	485	10
93	1502	2010	Amiya Tradelink Pvt. Ltd.	486	10
94	1507	2010	Angira Sales Pvt. Ltd.	486	10
95	1509	2010	Devkripa Vanijya Pvt. Ltd.	486	10
96	1436	2010	Jagadhatri Vyapaar Pvt. Ltd.	489	10
97	1428	2010	Sumangal Dealtrade Pvt. Ltd.	489	10
98	1454	2010	Bijay Kumar Agarwal	501	10
99	1453	2010	Goldview Commotrade Pvt. Ltd.	501	10
100	1452	2010	Matribhumi Dealers Pvt. Ltd.	501	10
101	1447	2010	Murari Tie-up Pvt. Ltd.	500	8
102	1404	2010	Balgopal Infrapromoters Pvt. Ltd.	487	10
103	1402	2010	Bhagwati Infrarealty Pvt. Ltd.	487	10
104	1410	2010	Sitala Devcon Pvt. Ltd.	487	10
105	1116	2010	N K Agarwal Estates Pvt. Ltd.	488	8
106	1115	2010	New Age Trade Com Pvt. Ltd.	488	10

107	1500	2010	Rukmani International Pvt. Ltd.	486	10
108	1503	2010	Akruti Commotrade Pvt. Ltd.	486	10
109	8289	2011	Kyal Residency Pvt. Ltd.	520	2.17
	7303	2018	Kyal Residency LLP (formerly known as Kyal Residency Pvt. Ltd.)	522	0.75
				523	1
7305	2018	523		2.25	
110	1697	2011	Manisha Agarwal	502	3
	7386	2010		490	4.28
	7387	2010		483	2.53
111	1112	2010	N K Abbas Pvt. Ltd.	478	10
112	7385	2010	Kiran Agarwal	520	6
113	6823	2014	Aquablue Realty Pvt. Ltd.	567	2
				596	2
				597	1
	6821	2014		568	5
114	6823	2014	Silverbell Realty Pvt. Ltd.	567	2
				568	6
				596	2
115	6821	2014	Realty Pvt. Ltd. Delmon	567	2
				568	5
				599	3
116	6827	2014	Angelica Realty Pvt. Ltd.	567	2
				568	5
				595	2
				596	1
117	6827	2014	Silverling Realty Pvt. Ltd.	567	2
				595	2
				596	1

	6837	2014		568	5
118	6831	2014	Dumont Realty Pvt. Ltd.	567	2
				568	8
119	6831	2014	Morven Realty Pvt. Ltd.	567	2
	7305	2018	Morven Realty LLP. (formerly known as Morven Realty Pvt. Ltd.)	568	1
120	6837	2014	Foxytail Realty Pvt. Ltd.	523	3.75
				567	2
				568	5
121	9901	2014	Bhuvi Dealtrade Pvt Ltd.	596	3
				591	5
121	9901	2014	Bhuvi Dealtrade Pvt Ltd.	591	5
				591	5
122	10666	2014	Trimukh Regency Pvt. Ltd.	592	10
123	9990	2014	Arit Dealcom Pvt. Ltd.	592	10
				592	2.5
				592	2.5
				592	2.5
124	10036	2014	Elina Dealers Pvt. Ltd.	592	2.5
125	6949	2014	Angelica Vinimay Pvt. Ltd.	591	9
				567	2
				568	5
				595	2
126	6949	2014	Lily Commotrade Pvt. Ltd.	596	1
				567	2
	7270	2014		595	2
				596	1
127	6950	2014	Cornflower Enclave Pvt. Ltd.	568	5
	6953	2014		567	2

				596	2
				599	1
128	6950	2014	Magnolia Tradelink Pvt. Ltd	567	2
				568	5
				599	3
129	6952	2014	Cammerton Properties Pvt. Ltd.	567	2
				568	8
130	6952	2014	Cammerton Developers Pvt. Ltd.	567	2
				568	1
131	6953	2014	Yashomati Properties Pvt. Ltd.	567	2
				568	5
				596	3
132	7270	2014	Alpinia Commotrade Pvt. Ltd.	567	2
				568	5
				596	3
133	9949	2014	Poppy Tradelink Pvt. Ltd.	591	10
134	10669	2014	Gladiolous Builders Pvt. Ltd.	592	10
135	10668	2014	Delphinium Projects Pvt. Ltd.	587	1.63
	9898	2014		593	2.89
	7299	2018		523	5.25
136	9897	2014	Periwinkle Promoters Pvt. Ltd.	592	10
137	9899	2014	Freesia Venture Pvt. Ltd.	591	10
138	6137	2014	Danta Cityhomes Pvt. Ltd.	599	6.61
	2048			492	3.3
139	6137	2014	Sthira Nirman Pvt. Ltd.	599	9.14
140	6825	2014	Inesh Realbuild Pvt. Ltd.	567	2
				568	5
				595	1

				596	2
141	6825	2014	Padmesh Estates Pvt. Ltd	567	2
				596	3
	6829	2014		568	5
142	6829	2014	Padmesh Skyscraper Pvt. Ltd.	567	2
				568	5
				596	0.9
				597	0.9587
143	9950	2014	Trimukh Skyscraper Pvt. Ltd.	591	10
144	9900	2014	Aksaka Dealtrade Pvt. Ltd.	592	10
145	10667	2014	Kirati Homes Pvt. Ltd.	592	10
146	10666	2014	Akshi Vyapar Pvt. Ltd.	592	1.9
	9990	2014		592	3
	4300	2015		593	3.72
147	2632	2016	Supernova Realtors LLP	572	8.405
148	2637	2016	Redmaple Realtors LLP	572	8.405
149	2639	2016	Watertown Estates LLP	589	2.035
	7305	2018		522	3.75
150	4301	2015	Kalayogi Enclave Pvt. Ltd.	593	4.44
				522	0.5
	7300	2018		523	1.75
	7299	2018		523	3
151	2633	2016	Devpujan Infratech Pvt. Ltd.	572	5.405
152	2635	2016	Toronado Niwas Pvt. Ltd.	589	5.035
153	2638	2016	Ricardia Vincom Pvt. Ltd.	572	8.405
154	4302	2015	Rocana Builders Pvt. Ltd.	593	5.60
155	2634	2016	Aslesha Residency Pvt. Ltd.	572	7.3
156	2636	2016	Omana Tradecom Pvt. Ltd.	590	5.82

157	1516	2016	Aslesha Vinimay Pvt. Ltd.	525	8.36
158	1123	2010	Nirnidhi Tradelink Pvt. Ltd.	525	10
159	1456	2010	Parvati Tradelink Pvt. Ltd.	523	10
160	1455	2010	Mini More	523	10
161	1471	2010	Anchor Merchants Pvt. Ltd.	523	10
162	1445	2010	Nilamber Commerce Pvt. Ltd.	524	10
163	1429	2010	Rajendra Prasad Agarwal	524	10
164	1440	2010	Abinash More	477	6.7
165	9454	2010	Chowdhury Commercial Pvt. Ltd.	528	10
166	3956	2015	Durvish Burter Pvt. Ltd.	528	3
				530	3
	526	2			
	536	1			
167	7304	2018	Dhanprayog Tradecom Pvt. Ltd.	523	9
168	5173	2018	Megha Agarwala	526	10
					1606.9387

THE THIRD SCHEDULE ABOVE REFERED TO

(PART – I)

Common Area shown Phase wise

Entire Land of the Project

Common Areas for First Phase

- Children's play area
- Stage for Puja
- Adda zone
- Lawn for Community Function
- Landscaped podium with Open Air Theatre & Multipurpose Lawn
- Club
 - Gymnasium
 - Community hall
 - Multipurpose Halls
 - All common facilities & services for the Community Hall & Multipurpose Halls

- Squash court
- Library
- Indoor Games Room (Pool, Table Tennis, Card, Virtual Reality Games)
- Lounge
- Provision for Restaurant & Cafeteria
- Toddler zone
- Mini theatre
- Guest Rooms
- Swimming pool with deck
- Kid's pool
- Jacuzzi
- Changing room facilities & Steam Bath
- Club Toilets
- Club open terrace
- Kid's play Room
- Landscaped Sit Outs & Planters
- All Landscaped features over Podium & Ground level
- Association Office
- Roof Area
- Lifts
- Common Staircases & Ramps
- Ground Floor Lobbies
- All floor Common Lobbies & Corridors
- Common Toilets at Ground Floor
- Fire Refuge Platforms
- All services Shafts & Ducts
- Internal Driveway
- All Tanks, Reservoirs & Pits
- Pump Room
- Gas Bank
- Open to sky DG space
- Water Treatment Plant
- All other Rooms & Areas for common services & facilities like Meter/Electrical Rooms, Utility Rooms, Store Rooms, Maintenance Room, Pool Plant Room, Security Room etc.
- All equipment, machineries & Pipe line installations for common use.

Common Areas for Second Phase

- Landscaped podium with Mini Football Ground & Multipurpose Lawn.
- Landscaped Sit Outs & Planters
- All Landscaped features over Podium
- Roof Area
- Lifts
- Common Staircases & Ramps
- Ground Floor Lobbies
- All floor Common Lobbies & Corridors
- All Common Toilets at Ground Floor & Parking areas
- Fire Refuge Platforms

- All services Shafts & Ducts
- Internal Driveway
- All Tanks, Reservoirs & Pits
- Sewerage Treatment Plant
- All other Rooms & Areas for common services & facilities like Meter/Electrical Rooms, Store Rooms, Staff Change Rooms etc.
- All equipment, machineries & Pipe line installations for common use.

Common Areas for Third Phase

- Roof Area
- Lifts
- Common Staircases
- Ground Floor Lobbies
- All floor Common Lobbies & Corridors
- Common Toilet at Ground Floor
- Fire Refuge Platforms
- All services Shafts & Ducts
- Internal Driveway
- Pump Room
- All Tanks, Reservoirs & Pits
- Water Treatment Plant
- Open to sky DG space
- All other Rooms & Areas for common services & facilities like Meter/Electrical Rooms, Store Rooms etc.
- All equipment, machineries & Pipe line installations for common use.

Common Areas for Fourth Phase

- Community Hall
- All common facilities & services for the Community Hall
- Multipurpose Lawn
- Outdoor Gym
- Natural Water Body
- Landscaped Sit-Outs & Planters
- All Landscaped features at Ground level
- Roof Area
- Lifts
- Common Staircases
- Ground Floor Lobbies
- All floor Common Lobbies & Corridors
- Common Toilet at Ground Floor
- Fire Refuge Platforms
- All services Shafts & Ducts
- Internal Driveway
- All Tanks, Reservoirs & Pits
- All other Rooms & Areas for common services & facilities like Meter/Electrical Rooms, Gate Goomty etc.
- All equipment, machineries & Pipe line installations for common use.

&

Common Areas of HIRA Phase-I, II & III

IN ADDITION TO THE ABOVE ALL THAT the right to use the common areas and/or the portions of the entire Complex/Project/ future Phases to be developed, as and when registered under WBHIRA, and which will be earmarked/meant by the Promoter for beneficial common use and enjoyment of the Allottee/occupants of the building/ Project and which are not earmarked/reserved for any specific person(s) or specific purpose(s) by the Promoter.

(PART – II)

(Specifications and Amenities)

Specifications

Structure

Pile foundation and earthquake resistant RCC framed structure with AAC block work / fly ash brick work.

Flooring

All Bedrooms & Living / Dining - Vitrified tiles

Kitchen & Toilet - Antiskid Ceramic Tiles

Building Common Staircases – IPS Finish

Building Roof – Concrete Finish

Wall Finish

Inner walls - POP finish

Outer wall - Weather shield exterior grade paint

Doors & Windows

Seasoned hard wood door frames

Flush Doors with Cylindrical locks

Decorative main door with night latch of reputed make

Aluminium glazed windows

Toilets

CP fittings and sanitary fittings of reputed make

Electrical points for Geysers & Exhaust fan

Plumbing provision for Hot & Cold water line

Wall dado of Ceramic tiles up to door level

Kitchen

Granite Counter top with stainless steel sink

Wall dado of Ceramic tiles up to two feet height above kitchen counter top

Electrical points for Refrigerator, Water filter, Microwave, Kitchen Chimney / Exhaust fan

Electrical

Provision for AC power point in all Bedrooms & Living / Dining

TV power point in Living/ Dining & Master Bedroom

Adequate electrical points for all bedrooms, Living/ Dining, kitchen & Toilets.

Washing machine point

Modular switches of reputed make

Intercom facility in Living / Dining

DG Back up

750 Watts for 2BHK Flats & 1000 Watts for 3BHK Flats

Elevators

Automatic Lifts of reputed make for each block

AMENITIES PHASE WISE

Amenities for First Phase

- Lawn area for community functions
- Children's play area
- Stage for Puja
- Adda zone
- Club
 - Gymnasium
 - Community hall
 - Squash court
 - Library
 - Indoor Games Room (Pool, Table Tennis, Card, Virtual Reality Games)
 - Lounge
 - Provision for Restaurant & Cafeteria
 - Toddler zone
 - Mini theatre
 - Multipurpose Halls
 - Swimming pool with deck
 - Kids pool
 - Jacuzzi
 - Changing area with Steam room & Toilet
 - Guest Rooms
 - Club open terrace
- Landscaped podium at First Floor

- Open Air Theatre
- Pebble Pathway
- Sit-outs & Planters
- Multipurpose Lawn
- Kid's play Room
- Water treatment plant
- 24 X 7 CCTV Surveillance at Ground floor Lobbies
- DG back-up for common area lighting

Amenities for Second Phase

- Landscaped podium at Third Floor level
 - Mini Football Ground
 - Multipurpose Lawn
 - Sit-outs & Planters
- Sewerage treatment plant
- 24 X 7 CCTV Surveillance at Ground floor Lobbies
- DG back-up for common area lighting

Amenities for Third Phase

- Water treatment plant
- 24 X 7 CCTV Surveillance at Ground floor Lobbies
- DG back-up for common area lighting

Amenities of Fourth Phase

- Community Hall
- Multipurpose Lawn
- Outdoor Gym
- Natural water body
- Landscaped Sit-outs & Planters
- 24 X 7 CCTV Surveillance at Ground floor Lobbies
- DG back-up for common area lighting

&

Amenities of HIRA Phase- I, II & III

IN ADDITION TO THE ABOVE ALL THAT the amenities and/or the portions of the entire Complex/Project/ future Phases to be developed, as and when registered under WBHIRA, and which will be earmarked/meant by the Promoter for beneficial common use and enjoyment of the Allottee/occupants of the building/ Project and which are not earmarked/reserved for any specific person(s) or specific purpose(s) by the Promoter

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Apartment)

ALL THAT Apartment No. [•] on [•] floor of the Building No. [•] having Carpet Area of [•] square feet, alongwith balcony admeasuring [•] square feet comprised of [•] bedroom hall kitchen (BHK) [•] verandah, Exclusive Terrace Area [•] square feet if applicable along with study if applicable together with right to use pro rata share in [•] Sqft of the Common Areas including External wall thickness etc..

PARKING SPACE

[[•] covered parking/covered mechanical parking/open parking/ open mechanical parking [•] admeasuring approximately [135 square feet.]

THE FIFTH SCHEDULE ABOVE REFERRED TO

(PART – I)

(Total Price)

Rs. _____/- (Rupees _____) only for the Apartment to be paid by the Allottee to the Promoter in the manner as mentioned in Part – II below:

(PART – II)
(Payment Plan)

Southwinds – Block-10 - Payment Schedule	
Application Amount/Booking Amount	10% of unit cost (Rs 2 lakh + GST to be submitted at the time of filling of application form as Initial Booking Amount. Balance within 15 days from the date application)
On Agreement - within 30 days of Application	10% of unit cost + 50% of Legal Charges +25% of Transformer and Electricity Charges + 25% of Club Charges+ 25% of Generator Charges+ GST
ON COMPLETION OF PILING	5% of unit cost + GST
ON COMPLETION OF GROUND FLOOR CASTING	7.5% of unit cost +25% of Transformer and Electricity Charges + 25% of Club Charges+ 25% of Generator Charges+ GST
ON COMPLETION OF 3rd FLOOR CASTING	10% of unit cost + GST
ON COMPLETION OF 6th FLOOR CASTING	10% of unit cost+ GST
ON COMPLETION OF 8th FLOOR CASTING	10% of unit cost + GST
ON COMPLETION OF 10th FLOOR CASTING	7.5% of unit cost +25% of Transformer and Electricity Charges + 25% of Club Charges+ 25% of Generator Charges+ GST
ON COMPLETION OF Top FLOOR CASTING	10% of unit cost + GST

ON COMPLETION OF INTERNAL BRICK WORK PLASTERING of the unit	7.5% of unit cost + GST
ON COMPLETION of the unit	7.5% of unit cost + GST
ON Notice of POSSESSION of the unit	5% of unit cost + 50% of Legal Charges + 25% of Transformer and Electricity Charges + 25% of Club Charges + 25% of Generator Charges + Association Formation Charges + Advance Maintenance Deposit + GST

- Apart from Total Price the Interest Free Sinking Fund/Maintenance Deposit as mentioned hereinbefore shall be paid at time of possession

THE SIXTH SCHEDULE ABOVE REFERRED TO

TERMS, CONDITIONS, COVENANTS, STIPULATIONS, OBLIGATIONS AND RESTRICTIONS TO BE OBSERVED BY THE ALLOTTEE AND/OR OCCUPIERS OF THE APARTMENT

The terms, conditions, stipulations, obligations and restrictions that the Allottee and all persons into whosever's hands the Apartment may come, are bound to adhere to and observe, include but are not limited to, the following:

1. That the Allottee agrees and acknowledges that service areas 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 etc. and other permitted uses as per the sanctioned plan and that the Allottee shall not be permitted to use the service areas and the basements in any other manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Promoter and/or the Association, as the case may be, for rendering maintenance services;
2. That the Allottee shall co-operate with the other Co-Buyers and Co-Occupiers of the Project, the Promoter and/or the Association, as the case may be, in the management and maintenance of the Apartment, Building and the Project and shall abide by the directions and decisions of the Promoter and/or the Association, as the case may be, as may be made from time to time in the best interest of the Apartment, Building and/or the Project;

3. That the Allottee shall abide by and observe at all times the regulations framed by the Promoter and/or the Association, as the case may be, from time to time for peaceful use and enjoyment and maintenance and management of the said Apartment and/or the Project and shall also abide by the Applicable Laws;
4. That the Allottee shall pay to the Promoter or the Association, as the case may be, damages and/or compensation for damage or destruction to any common fixtures and fittings, utilities and/or equipment of the Building and/or the Project, that has been caused by the negligence and/or wilful act of the Allottee and/or any occupier of the Apartment and/or family members, guests or servants of the Allottee or such other occupiers of the Apartment;
5. That the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any Applicable Laws or change or alter or make additions to the Apartment and shall keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belongings thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized;
6. That the Allottee shall carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Building or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
7. That the Allottee shall not put any sign-board /name-plate, neon light, publicity material or advertisement material etc. on the face /facade of the Building or anywhere on the exterior of the Project, the buildings therein or Common Areas;
8. That the Allottee shall not change the colour scheme of the outer walls or painting of the exterior side of the windows, balconies or carry out any change in the exterior elevation or design;
9. That the Allottee shall not store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or store such goods which are objected to by the concerned local or other authority and shall take care while carrying heavy packages, which may damage or likely to damage the staircases, common passages or any other structure of the Building, including entrances of the Building and in case any damage is caused to the Building or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for making good the said damages;

10. That the Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment;
11. That the Allottee shall not demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor make any alteration in the elevation of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Association;
12. That the Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Said Land and the Building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
13. That the Allottee shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Said Land and the building in which the Apartment is situated, other than in the area earmarked for the such purpose;
14. That the Allottee shall pay to the Promoter or the Association, as the case may be, within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the Building in which the Apartment is situated;
15. That the Allottee shall sign and execute such papers and documents, and do all such acts, deeds, and things as may be necessary from time to time for safeguarding the mutual interests of the Promoter and other Co-Buyers and/or Co-Occupiers of the Project;
16. That the Allottee shall carry out any repair or interior or any other works in the Apartment only between reasonable hours on working days so as not to cause any annoyance, nuisance and/or disturbance to the other Co-Buyers and/or Co-Occupiers of the Project;
17. That the Allottee shall draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other Co-Buyers and/or Co-Occupiers of the Project. The main electric meter shall be installed only at the common meter space in the Building or Project, as the case may be. The Allottee 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 Said Land and outside walls of the tower(s) save and except in the manner indicated by the Promoter or the Association, as the case may be;
18. That if the Allottee lets out or sells the Apartment, the Allottee shall immediately notify the Promoter or the Association, as the case may be, of the tenant's/transferee's details, including address, email-id and telephone number;

19. That the Allottee shall not sub-divide the Apartment and/or any part or portion thereof;
20. That the Allottee shall not close or permit the closing of verandahs, exclusive terrace, if any or lounges or balconies or lobbies and common parts or portions;
21. That the Allottee shall not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Apartment;
22. That the Allottee shall not install grills and/or collapsible gate the design of which has not been suggested and/or approved by the Promoter or the Association or in any other manner do any other act which would affect or detract from the uniformity and aesthetics of the exterior of the Building;
23. That the Allottee shall not build, erect or put upon the Common Areas any item of any nature whatsoever;
24. That the Allottee shall not obstruct and/or block any pathways, driveways, passages, side-walks, lobbies and/or common areas of the Building or the Project in any manner;
25. That the Allottee shall not use the Apartment or permit the same to be used for any purpose save and except exclusively for residential purpose and use or permit the same to be used for any purpose which may cause or is likely to cause nuisance or annoyance or cause damage or inconvenience to any Co-Buyers and/or Co-Occupiers of the Project;
26. That the Allottee shall not use the Apartment for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;
27. That the Allottee shall not make or permit any disturbing noises in the Apartment by the Allottee himself, his family, his invitees or servants, or do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the other Co-Buyers and/or Co-Occupiers of the Project;
28. That the Allottee shall not keep in the garage, if any, anything other than cars or use the said garage or parking space for any purpose other than parking of cars or raise any kucha or pacca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;
29. That the Allottee shall not park or allow its vehicle to be parked in the pathway or open spaces in the Project or any part or portion thereof, save and except the parking space allotted to the Allottee or any other place specifically demarcated for the parking of the vehicles of visitors of Co-Buyers and Co-Occupiers of the Project;
30. That the Allottee shall not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Building in any manner whatsoever;

31. That the Allottee shall not misuse or permit to be misused the water supply to the Apartment;
32. That the Allottee shall not change/alter/modify the name of the Building and the Project from that mentioned in this Agreement;
33. That the Allottee shall not use the name/mark of the Promoter in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Apartment and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark of the Promoter;
34. That the Allottee shall not carry on or cause to be carried on any obnoxious or injurious activity in or through the Apartment, the garage or parking space, if any, and the Common Areas;
35. That the Allottee shall not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances;
36. That the Allottee shall not install or keep or run any generator in the Apartment and the garage, if any;
37. That the Allottee shall not smoke in public places inside the Project which is strictly prohibited and the Allottee and his/her/its guests are expected not to throw empty cigarette cartons, cigarette butts and matchboxes in the open and dispose them off in the pre-positioned dustbins after ensuring that the fire is fully smothered/extinguished;
38. That the Allottee shall not pluck flowers or stems from the gardens or plants;
39. That the Allottee shall not throw or allow to be thrown litter on the grass planted within the Project;
40. That the Allottee shall not trespass or allow to be trespassed over lawns and green plants within the Project;
41. That the Allottee shall not overload the passenger lifts and shall move goods only through the staircase of the Building;
42. That the Allottee shall not use the elevators in case of fire;
43. That the Allottee agrees and acknowledges that the Promoter and the Association shall be entitled to put up any neon sign, hoardings and other display materials on any part or portion of the Common Areas;
44. That the Allottee shall not fix or install any antenna on the roof or terrace of the Building or fix any window antenna, save and except at the spaces specifically earmarked for such purpose by the Promoter and/or the Association, as the case may be;

45. That the Allottee shall not put any clothes in or upon the windows, balconies and other portions which may be exposed in a manner or be visible to outsiders;
46. That the Allottee shall remain fully responsible for any domestic help or drivers, maids employed by the Allottee and any pets kept by the Allottee;
47. That the Allottee shall not refuse or neglect to carry out any work directed to be executed in the Building or in the Apartment after he/she/they had taken possession thereof, by a competent authority, or require or hold the Promoter liable for execution of such works;
48. That the Allottee is entering into this Agreement with the full knowledge of all laws, rules, regulations, notifications applicable to the Project and that the Allottee shall comply with and carry out, from time to time after the Allottee has taken over the occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Apartment at his/ her/its own cost; and
49. That the Allottee shall not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the Building and the Project.
50. That the Allottee agrees that the Swimming Pool within the Project will be a facility for enjoyment of the owners of residential apartments including the Allottee and will be used as per the Rules and Regulations framed from time to time. The use of the swimming pool may be, if so decided, be subject to payment of usage charges as so applicable.
51. The Allottee agrees that the Promoter shall, provide connectivity of cable, telecom/ high speed broadband/ other similar telecom and IT facilities to the Project and/or may enter into agreement /contract (on such terms and conditions and for such period as the Promoter shall decide) with two service providers of its choice for providing these services and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or covered or both) earmarked/ demarcated by the Promoter within the Project and which would be declared to be common facilities by the Promoter. These contracts/ agreements, if any, entered into by the Promoter shall be continued for the period of validity of these contracts/agreements by the Association, who will take over the maintenance and management of Common Areas and thereafter, it may be renewed on terms and conditions as may be decided by the Association. The Allottee (as also other unit owners) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the Building or any window antenna, excepting that the Allottee shall be entitled to avail the cable connection facilities of the designated providers to all the Flat/Units.
52. The Apartment has been provided with ledge for outdoor unit of split air conditioning system and also the route to take refrigerant piping, which the Allottee shall have to strictly follow while installing AC units.
53. That the Allottee shall not install any window air-conditioning units anywhere in the said Apartment and not to change the manner of installation of air-conditioners in the bedrooms (if any) and in such areas where air-conditioners are not installed by the Promoter to install air-conditioners only in

designated areas as approved by Promoter.

54. That the Allottee shall Repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Apartment, at the cost of the Allottee.
55. That the Allottee shall ensure that the domestic help/service providers visiting the said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.
56. Not to obstruct the Promoter/ Association (upon formation) in their acts relating to the common areas, amenities and facilities and not obstruct the Promoter in constructing on other portions of the Building, Phase and/or the Project and selling or granting rights to any person on any part of the said Building.

MEMO OF CONSIDERATION

Received Rupees _____ (Rupees _____) towards part of Unit Price for the sale of the Apartment as per the terms of this Agreement.

Sl. No	Date	Cheque No	Drawn on	Amount

PROMOTER

IN WITNESS WHERE OF parties hereinabove named have set the irrespctive hands and signed this Agreement for Sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

Authorized Signatory

[Promoter]

As Constituted Attorney of Owners and For Self

[Allottee]

Witnesses:

Signature _____

Signature _____

Name _____

Name _____

Father's Name _____

Father's Name _____

Address _____

Address _____
