

THIS AGREEMENT FOR SALE (“Agreement”) is made on this _____ day of _____, Two Thousand and _____, at Kolkata

BETWEEN

Bengal Shriram Hi-Tech City Private Limited (PAN No. -----) (CIN U45203KA2006PTC0440975), a Company incorporated under the Companies Act, 1956, having its registered office at No. 40/43 Nagashree Chambers, 8th Main, 4th Cross R.M.V Extension, Sadashivnagar, Bangalore - 560080 and Corporate office at Level – 7, Block – B, “Victoria Park”, Block GN, Plot 37/2, , Sector V, Salt Lake, Post Office – Nabadiganta, Police Station – Salt Lake Electronic Complex, Sector V, Kolkata – 700091, represented by its Authorised Signatory, _____, working for gain at -----, authorized vide Board Resolution dated ----- and hereinafter referred to as the “**OWNER**” (which term or expression shall unless repugnant to the subject or context thereof, be deemed to mean and include its successor –in -interest and assigns) of the **FIRST PART;**

AND

SPL Estates Private Limited (PAN No. AAWCS2550G) (CIN U70109TN2014PTC094836), a Company incorporated under the Companies Act, 1956, having its registered office at Lakshmi Neela Rite Choice Chamber New No. 9, Bazulla Road, T Nagar, Post Office – -----, Police Station – -----, Chennai 600017, represented by its Authorised Signatory, ----- -- working for gain at -----, authorized vide Board Resolution dated ----- and hereinafter referred to as the “**PROMOTER**” (which term or expression shall unless repugnant to the subject or context thereof, be deemed to mean and include its successor –in -interest and assigns) of the **SECOND PART;**

AND

----- (Aadhaar No. -----), son/daughter of ----- aged about ----- years, residing at -----, Post Office - ----- Police Station - ----- District - -----, State- PIN - -----, (PAN No. -----) (hereinafter referred to as the “**ALLOTTEE**”, which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, administrators, successors-in-interest, executors and/or permitted assigns) of the **THIRD PART;**

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

DEFINITIONS:

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

1. **"Act"** means the West Bengal Housing Industry Regulation Act, 2017 (West Bengal Act XLI of 2017), as amended/replaced from time to time;
2. **"Advance Core Maintenance Charge"** shall have the meaning ascribed to it in 11.1(d);
3. **"Advance Maintenance Charges"** shall have the meaning ascribed to it in Clause 1.2 (c)(l);
4. **"Advance Township Maintenance Charges"** shall have the meaning ascribed to it in Clause 11.2 (f);
5. **"Allot"/"Allotment"** shall mean a provisional allotment of the Apartment by the Promoter to the Allottee/s on realisation of the Application Money pursuant to issuance of the Allotment Letter; The provisional allotment shall be confirmed upon realisation of the Allotment Money;
6. **"Allottee(s)"** shall mean the applicant(s) in whose favour an allotment of apartment in Project Sunshine One has been made by the Promoter by issuance of an Allotment Letter;
7. **"Allotment Letter"** shall have the meaning ascribed to it in Recital R;
8. **"Allotment Money"** shall mean the amount to be paid as mentioned in the Allotment Letter for allotment of the Apartment to the Allottee;
9. **"Apartment"** shall have the meaning ascribed to it in Schedule A Part IV;
10. **"Application Form"** shall have the meaning ascribed to it under Recital R;
11. **"Application Money"** shall mean the pre-booking amount or token amount paid by the Allottees along with the Application Form;
12. **"Applicable Laws"** means all statute, law, regulation, ordinance, rule, judgement, order, decree, bye-law, approval of any Governmental Authority, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation having the force of law of any of the foregoing by any Governmental Authority having jurisdiction over the matter in question, in effect at the relevant time in India;
13. **"Architect"** shall mean person(s) and/ or firm(s) and/ or company(s) whom the promoter may appoint from time to time as the architect for Project Sunshine One and who is registered under the provision of Architect Act, 1972;
14. **"Association"/ "Owners' Association"** shall mean an association to be formed by the owners of the various apartments comprised in Project Sunshine One in accordance with and under the provisions of the West Bengal Apartment Ownership Act, 1972, as amended and shall also include allottees/owners of apartments in the subsequent phases, if any developed over the Total Project Land where it is decided by the Promoter at its sole discretion, that all/any of the subsequent phases shall be covered by a single association. If a separate association is formed for the Common Areas and Facilities of the Total Project, the Owners' Association shall be deemed to include such association, as and when formed (upon completion of Total Project) which shall include allottees of all the phases of the Total Project;
15. **"BHK"** shall mean B = Bedroom, H= Hall & K = Kitchen;
16. **"BL&LRO"** shall have the meaning ascribed to it under Recital G;
17. **"Booking Amount"** shall mean the sum total of Application Money and Allotment Money which shall in any event not exceed 10% of the Sale Price;
18. **"Built-up Area or BUA"** shall mean the constructed area of the Apartment which includes the area of the Exclusive Balcony and also the thickness of the external walls, pillars and columns in the Apartment PROVIDED THAT if any wall or pillar or column be common between two apartments then, half of the area under such wall, column or pillar shall be included in each such Apartment;
19. **"Cancellation Charge"** shall have the meaning ascribed to it in Clause 7.5.1(b) of this Agreement;
20. **"Cancellation Letter"** shall have the meaning ascribed to it in Clause 7.5.1 (a);
21. **"Cancellation Notice"** shall have the meaning ascribed to it in Clause 9.3(a);
22. **"Cancellation Period"** shall have the meaning ascribed to it in Clause 7.5.1 (a);
23. **"Carpet Area"** shall mean the net usable floor area of the Apartment, excluding the area covered by the external walls, area under services shafts, Exclusive Balcony and verandah area, but includes the area covered by the internal partition walls of the Apartment;
24. **"Clause"** means a clause in this Agreement;
25. **"Common Areas and Facilities of the Project Sunshine One"** shall mean the common areas, common utilities, amenities, services and facilities as detailed in Schedule E to be accessed, used and enjoyed by the Allottee in common with the allottees of the apartments/s comprised

- in Project Sunshine One and occupants of future phases if any, of the Total Project to be developed on the remaining Total Project Land, if any;
26. **"Common Area and Facilities of the Total Project"** shall mean and include common areas, common utilities, amenities, services and facilities which shall be/is being developed upon the Total Project Land which would be common for all the allottees of the Total Project including the allottees for the Project Sunshine One and allottees of subsequent phases of the the Total Project, irrespective of the particular phase in which it is developed. The Common Areas and Facilities of the Total Project to be developed on the Total Project Land shall be decided by the Promoter at its sole discretion and would be developed and completed along with the Total Project. For avoidance of doubt, it is clarified that the Special Facilities mentioned in this agreement shall be Common Areas and Facilities of the Total Project, which may be subject to modification at the discretion of the Promoter;
27. **"Core Maintenance"** shall have the meaning ascribed to it in Clause 11.1(a);
28. **"Core Maintenance Charges"** shall have the meaning ascribed to it in Clause 11.1.(c);
29. **"Corpus Deposit"** shall have the meaning ascribed to it in Clause 11.1.(e);
30. **"Deemed Date of Possession"** shall have the meaning ascribed to it in Clause 7.2(e);
31. **"Deemed Effective Date"** shall have the meaning ascribed to it in Clause 7.5.1(e);
32. **"Defect Liability Period"** shall have the meaning ascribed to it in Clause 12.1;
33. **"Demand Note"** shall have the meaning ascribed to it in Clause 2.1;
34. **"Events of Default"** shall have the meaning ascribed to it in Clause 9.2.1;
35. **"Exclusive Balcony"** shall mean the area of the balcony which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Allottee/s;
36. **"Force Majeure Events"** shall have the meaning ascribed to it in Clause 34.11;
37. **"Governmental Authority"** shall mean the Government of West Bengal or any semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity exercising powers conferred by Applicable Law;
38. **"Government Order"** shall have the meaning ascribed to it under Recital B;
39. **"HML"** shall have the meaning ascribed to it under Recital A;
40. **"Holding Charges"** shall have the meaning ascribed to it in Clause 7.3;
41. **"Inspection Notice"** shall have the meaning ascribed to it in Clause 7.2(b);
42. **"KMDA"** shall have the meaning ascribed to it Recital K;
43. **"Limited Common Area"** shall mean the Parking Space/s, some part of the terraces and such other areas, if any, from and out of the Common Areas of the Project Sunshine One, which are allotted for the exclusive use by the apartment owners in Project Sunshine One as they would be attached to such apartments and capable of being used by the allottees of the apartments only and to be maintained by the allottees of the apartments at their cost who have opted for it and not as part of the Common Area and Facilities of the Project Sunshine One;
44. **"LOT-A LAND"** shall have the meaning ascribed to it in Recital E;
45. **"Outstanding Amount"** shall mean the amount outstanding/due from the Allottee/s as on a particular date in terms of this Agreement;
46. **"Parking Space(s)"** shall mean the designated parking space(s) available in limited numbers in Project Sunshine One, either open or covered, reserved for exclusive use by the Allottee/s and lawful occupants who have opted for it, for parking their cars and two-wheelers in Project Sunshine One Land. The specifically allotted Parking Space to the Allottee shall be regarded as Limited Common Area to be allotted for the exclusive use by the individual Allottee as decided by the Promoter;
47. **"Payment Schedule"** shall mean the payment schedule provided in Schedule C;
48. **"Possession Date"** shall have the meaning ascribed to it in Clause 7.2.(d);
49. **"Possession Notice"** shall have the meaning ascribed to it in clause no. 7.2(c);
50. **"Possession Period"** shall have the meaning ascribed to it in Clause 7.1(b);
51. **"Project Sunshine One"** shall have the meaning ascribed to it under Recital N;
52. **"Project Sunshine One Land"** shall have the meaning ascribed to it under Recital M;
53. **"Regulations"** means the Regulations made under the West Bengal Housing Industry Regulation Act(WBHIRA), 2017;
54. **"Rules"** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
55. **"Sanctioning Authority"** shall mean KMDA (Kolkata Metropolitan Development Authority) and/or any other competent authority who shall have the power to sanction/renew/issue necessary NOCs/certificates for the said Project Sunshine One and or any part thereof, for the time being in force;

56. "**Sale Deed**" shall have the meaning ascribed to it in Clause 10.1;
57. "**Sale Price**" shall have the meaning ascribed to it in Clause 1.2 (a);
58. "**Special Facilities**" shall have the meaning ascribed to it in Clause 14.3.4(a);
59. "**Super Built Up Area**" or "**SBUA**" shall mean the Built up Area and the undivided proportionate area occupied by the Common Areas and Facilities of the Project Sunshine One;
60. "**Terms of Application (TOA)**" shall mean the terms and conditions governing Project Sunshine One which have been issued by the Promoter along with the Application Form;
61. "**Total Payable Amount**" shall have the meaning ascribed to it in Clause 1.2(d);
62. "**Total Project**" means the residential project to be developed over the Total Project Land of 19.51 acres, sanctioned as Phase II of Shriram Grand City, as per the sanction plan, in several phases after obtaining all approvals and permissions as per Applicable Laws;
63. "**Total Project Land**" shall mean the Land parcel as described in Schedule A Part I;
64. "**Tower(s)**" shall have the meaning ascribed to it under Recital N;
65. "**Township**" shall have the meaning ascribed to it under Recital D;
66. "**Township Land**" shall have the meaning ascribed to it under Recital C;
67. "**Township Maintenance**" shall have the meaning ascribed to it in Clause 11.2(d); and
68. "**Township Maintenance Charges**" shall have the meaning ascribed to it in Clause 11.2(e).

INTERPRETATION:

- (a) Reference to a person includes a reference to a corporation, partnership firm, association or other jural entity and vice versa;
- (b) Words in singular shall include the plural and vice versa;
- (c) Reference to a gender includes a reference to all other genders;
- (d) A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- (e) Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement;
- (f) The Schedules shall have effect and be construed as an integral part of this Agreement;
- (g) The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement;
- (h) The captions and headings in this Agreement are for convenience and reference only and do not enter into or become a part of the substance hereof; and
- (i) All pronouns include the masculine, feminine, neuter, singular or plural and the name of persons, firms, corporations, trusts or the parties, as the context may require.

WHEREAS:

- A. One Hindustan Motors Limited, having its registered office at Birla Building, 9/1, R.N. Mukherjee Road, Kolkata – 700001 ("**HML**"), was in possession and enjoyment of approximately 709 acres of land comprised in various Dag Nos./plot nos. situated in Mouza Bara Bahera, J.L. No. 5, Mouza Khorda Bahera, J.L. No. 6, Mouza Konnagar, J.L. No. 7, Mouza Kotrong, J.L. No. 8, Mouza Bhadrakali, J.L. No. 9 and Mouza Makhla, J.L. No. 11, under various Khatian Nos. within the jurisdiction of Uttarpara Police Station in the District of Hooghly, West Bengal.
- B. By virtue of an order vide Memo No. 2675-GE(M)/5M-03/06 dated 13th September, 2006 issued by the Land and Land Reforms Department of the Government of West Bengal ("**Government Order**"), contiguous land parcel admeasuring 314 acres of land comprised in various dag/plot nos. under Mouzas Bara Bahera, Khorda Bahera, Konnagar, Kotrong, Bhadrakali and Makhla, out of the land admeasuring 709 acres which was under the possession and enjoyment of HML, was technically resumed by the Government of West Bengal and resettled in favour of HML along with freehold rights to develop or cause to be developed a township on the said freehold land or part thereof and to sell, lease or otherwise dispose of the whole or substantial part of the said freehold land in the manner and subject to the terms and conditions contained in the Government Order.
- C. Subsequently, Bengal Shriram Hi-Tech City Private Ltd., the Owner herein, has purchased 314 acres of freehold land comprised in various dag/plot nos. under the Mouza Khorda Bahera, J.L. No. 6, Mouza Konnagar, J.L. No. 7, Mouza Bara Bahera, J.L. No. 5, Mouza Kotrong, J.L. No.

8, Mouza Bhadrakali, J.L. No. 9 and Mouza Makhla, J.L. No. 11 recorded under L.R. Khatian Nos. 1808, 11976, 4129, 5798, 7798, 5935 under the jurisdiction of the Uttarpara Police Station and within the local limits of Uttarpara-Kotrong Municipality and Kanaipur Gram Panchayat in the District of Hooghly, West Bengal ("**Township Land**") from the erstwhile owners HML in 5 (five) separate parts/lots (LOT-A, B, C, D & E) by way of 5 (five) separate Sale Deeds which were further rectified under four Declaration Deeds.

- D. The said Bengal Shriram Hi-Tech City Private Ltd., the Owner herein, either by itself or through a promoter/developer proposes to develop an integrated township named "**SHRIRAM GRAND CITY**" ("**Township**") in a phase wise manner. The Township shall be developed in phases, each of which constitutes a separate project.
- E. By a **Sale Deed dated 2nd September, 2009** (being one of the five sale deeds referred to above) made between HML, therein referred to as the "Vendor" of the One Part, and Bengal Shriram Hi-Tech City Pvt. Ltd., the OWNER herein, therein referred to as the "Purchaser/s" of the Other Part, which was registered in the office of the Additional Registrar of Assurances-III, Kolkata and duly recorded in Book – I, Volume No. 3, Pages 2755 to 2783 being Deed No. 01415 for the year 2009, the said HML sold, transferred and conveyed in favour of the said Bengal Shriram Hi-Tech City Pvt. Ltd., the OWNER herein **ALL THAT** piece and parcel of land admeasuring **62.791** acres, being LOT-A of the Township Land (as defined in the recitals hereinabove), comprised in L.R. Dag Nos. 1887(P), 1888(P), 1889(P), 1894(P), 1895(P), 18996(P), 1902(P), 1903(P) and 1904(P) under R.S. Khatian No. 1677, L.R. Khatian No. 1808 in Mouza Khorda Bahera, J.L. No. 6 and L.R. Dag Nos. 4473 and 4474(P) under R.S. Khatian No. 11721, L.R. Khatian No. 11976 in Mouza Konnagar, J.L. No. 7 situated under the Uttarpara Police Station within the limits of Kanaipur Panchayat of Hooghly District in West Bengal {hereinafter referred to and identified as the "**LOT-A LAND**".
- F. By virtue of the aforesaid **Sale Deed dated 2nd (second) September, 2009** more particularly set out under Recital E hereinabove, **Bengal Shriram Hi-Tech City Private Limited**, the First Party herein has become the sole owner of and is absolutely seized and possessed of, or otherwise sufficiently entitled to **ALL THAT** piece and parcel of land admeasuring **62.791** acres, being the Lot-A Land.
- G. The OWNER has subsequently been recorded as a "Raiyat" in respect of the LOT-A LAND in the Record-of-Rights maintained at the office of the Block Land and Reforms Officer, Sreerampore –Uttarpara ("**BL&LRO**") and is the absolute and lawful owner of the LOT-A LAND as mentioned hereinabove.
- H. The LOT-A LAND has been inter- alia converted and presently classified as "Upanagari" vide Order No. IX-2/07(Comm)/2358/1(7)/S/2015 dated 20th April, 2015.
- I. Subsequently a **Development Agreement dated 4th February, 2019** was made between Bengal Shriram Hi-Tech City Pvt. Ltd, therein referred to as the "Owner " of the One Part, and SPL Estates Private Limited, therein referred to as the "DEVELOPER" of the Other Part therein, which was registered in the office of the Additional Registrar of Assurances-III, Kolkata and duly recorded in Book – I, Volume No. 1903-2019, Pages 15556 to 15612 being Deed No. 190300337 for the year 2019, in respect of **ALL THAT** piece and parcel of land admeasuring **19.51** acres ("**Total Project Land**"), being a part of the said LOT-A of the Township Land (as defined in the recitals hereinabove). Details of the Total Project Land is mentioned herein below at Schedule -A, Part-I. The Promoter proposes to develop a housing project on the said Total Project Land. The Owner/Promoter has(ve) duly obtained sanction for the Total Project from KMDA on the said Total Project Land as described in details herein below.
- J. Subsequently, pursuant to a Debenture Trust Deed dated 7th February, 2019, the Promoter, SPL Estates Private Limited has issued debentures in favour of Kotak India Affordable Housing Fund - I, being the Debenture Holder and the Promoter i.e. SPL Estates Private Limited and Owner i.e. Bengal Shriram Hi Tech City Private Limited have provided security in favour of the Debenture Trustee by way of first and exclusive mortgage over the Total Project Land without possession and Axis Trustee Services Limited has been appointed as the Debenture Trustee to act for and on behalf of the Debenture Holder.

- K. The Owner/Promoter has received sanction of the Development Plan, Building Plan for the Total Project Land from Kolkata Metropolitan Development Authority (“**KMDA**”), vide their Sanction letter Approval no. 143/KMDA/SPU/I-5/09/(SWC) dated 19/09/2019.
- L. The Promoter plans to develop the Total Project in multiple phases over a period of time.
- M. Out of the said Total Project, the Promoter is presently developing the first sub- phase in the name and style of Sunshine One (herein after referred to as “**Project Sunshine One**”) on a parcel of land **altogether admeasuring 6.636 acres** out of the Total Project Land of 19.51 acres , more particularly described in the **Schedule A Part -II** hereunder written and hereinafter referred to as the “**Project Sunshine One Land**”). The Project Sunshine One Land shall remain an integral subset of Total Project Land unless seperated at the sole discretion of the Promoter.
- N. The Project Sunshine One shall have 5 multi-storied G+18 buildings (“**Towers**”) comprising of 1/ 2/ 3 BHK residential apartments as more particularly described in **Schedule-A, Part III** hereunder written along with such Common Areas and Facilities of the Project Sunshine One as more particularly detailed in Part I and II of **Schedule E** hereunder written.
- O. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to Project Sunshine One which is proposed to be developed.
- P. The Owner has given to KMDA a written intimation of commencement of the development work of the Total Project vide its letter no. BS/OPS/KMDA/ 19-20/ 69 dated 21/10/2019 as per obligation based on the “Development Permission and Sanction” issued Vide Letter No. 143/KMDA/ SPU/ I-5/ 09/ SW dated 19/09/2019.
- Q. Promoter has registered the Said Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on ----- under registration no. HIRA/P/HOO/2019/-----.
- R. The Allottee/s has/have applied for an apartment in Project Sunshine One and has/have obtained the prescribed application form (“**Application Form**”) and a copy of the TOA to be observed and complied with by the applicant/allottee for Project Sunshine One and has/have applied vide application no. _____ dated _____. In response to the Application Form along with the TOA dated _____ duly made and signed by the Allottee/s and upon realisation of the Application Money paid along with the said Application Form, for the Allotment, the Promoter has by issuing an allotment letter dated _____ (“**Allotment Letter**”), provisionally Allotted the **Apartment** as more fully described in **Schedule A Part IV** hereto, for a consideration of Rs. _____ /- (_____ **Only**), on the terms and conditions mentioned herein and in the TOA and the Allotment Letter. The Apartment is delineated in the concerned floor plan annexed hereto which is marked as **Schedule B** and duly bordered thereon in ‘**RED**’.
- S. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein and the same shall, in the event of conflict, prevail over and supersede all other terms and conditions of any other document, if any prevailing at any time herein before as mentioned hereinabove.
- T. On or before the execution of this Agreement, the Allottee/s has/have paid the Booking Amount for the Allotment. The details of payment of the same is provided below:

The Booking Amount for the Allotment has been paid by the Allottee to the Promoter pursuant to the following.

Amount (INR)	Date	Payment Mode	Instrument No.	Bank Name	Nature of Payment

The Allottee/s has/have agreed to pay to the Promoter, the balance of the Total Payable

Amount in the manner more particularly detailed in the "**Payment Schedule**" as provided in Schedule C.

- U. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, bye-laws etc., applicable to the Project Sunshine One.
- V. Prior to the execution of these presents, the Allottee/s has/have satisfied himself in respect of:
- (a) the right, title and interest of the Promoter in respect of the Total Project Land/ Project Sunshine One Land;
 - (b) the approvals obtained in respect of Total Project Land / Project Sunshine One;
 - (c) the development plan and building plans sanctioned by KMDA;
 - (d) the location, shape, dimension and the Super Built-up Area(as defined hereinbefore), Built-up Area (as defined hereinbefore), Carpet Area (as defined herein before) of the Apartment (as defined hereinafter) and the area of the Exclusive Balcony (as defined hereinafter);
 - (e) the specifications of construction of the Apartment (as defined hereinafter);
 - (f) the various Common Areas and Facilities of the Project Sunshine One; and
 - (g) the timelines for payment of the Total Payable Amount, other charges and deposits, as mentioned in Schedule C hereunder.
- W. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all Applicable Laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter and also in pursuance of the Allotment Letter, for the purpose of recording the detailed and comprehensive terms and conditions relating to the sale and purchase of the Apartment as appearing hereinafter;
- X. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment as specified in Recital R.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

- 1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee/s and the Allottee/s hereby agrees to purchase, the Apartment.
- 1.2. **Total Price/ Total Payable Amount:**
- (a) The Sale Price is the cost of the Apartment payable by the Allottee/s to the Promoter being Rs. _____/- (Rupees _____ **Only**);
 - (b) The Sale Price is exclusive of any taxes and duties as appropriately detailed in Clause 1.2(f);
 - (c) In addition to the Sale Price, the Allottee/s shall also be liable to pay to the Promoter, the following amounts on or before the date of possession as per the payment schedule of this Agreement:
 - (i) Advance Core Maintenance Charges [Clause 11.1 (d)] as well as Advance Township Maintenance Charges [Clause 11.2 (f)] equivalent to 24 (twenty-four) months' period, hereinafter collectively referred to as "**Advance Maintenance Charges**";
 - (ii) The "**Corpus Deposit**" as detailed in Clause 11.1 (e) below.
 - (d) The total amount payable by the Allottee/s shall be an aggregate of the Sale Price, Advance Maintenance Charges, Corpus Deposit, club house charges, infrastructure charges, legal charges and any other charges as may be charged by the Promoter along with all applicable rates and taxes along with any other amount payable by the Allottee/s in terms of this Agreement ("**Total Payable Amount**") and shall be collected from the Allottees from time to time.
 - (e) The Sale Price above includes the Booking Amount paid by the Allottee/s to the Promoter towards the allotment of the Apartment.

- (f) Taxes & Duties:
- (i) Taxes on amounts payable by the Allottee/s to the Promoter under this Agreement shall be charged separately to the Allottee/s who shall bear and pay such Taxes along with the requisite stamp duty and the registration fees payable towards registration of the Sale Deed. Further, any statutory variation in Taxes and duties as a result of amendment to the existing laws and/or imposition of any new tax/duty/levy in India shall be to the account of the Allottee/s.
 - (ii) Allottee/s agree/s to pay to the Promoter any additional tax / duties along with interest and penalty, if any, imposed by the relevant authorities, in case such additional tax / duty is charged by the authorities as a result of change in opinion / interpretation of the applicable tax laws or for any other reason whatsoever.
 - (iii) The Promoter shall charge separately to the Allottee/s, appropriate CGST and SGST or IGST, as applicable, in respect of the various amounts collected/received by the Promoter from the Allottee/s under this Agreement.
 - (iv) Under GST Laws or direct tax, as applicable, if the Allottee/s or Promoter is/are liable to withhold taxes, he/it shall withhold and pay the same to the Government ex-chequer in such manner and within such time as prescribed under the Applicable Laws. The Allottee/s/ Promoters shall provide necessary certificate of withholding in the prescribed form.
 - (v) The Allottee/s further understand/s that during any extended period of delivery of possession of the Apartment in terms of this Agreement, if there is any increase in rates, taxes, duties, deposits and other levies imposed and/or demanded or required to be paid to the concerned authorities, whether under the existing laws or under any other law enacted in the future, the said increase/enhancement shall be borne and paid by the Allottee/s.
 - (vi) Where the Promoter is required to make any refund to the Allottee/s in terms of this Agreement, the Promoter shall deduct necessary amounts towards such taxes & duties as may be required under the Applicable Laws, before making any such refund and in that event the Allottee/s shall not have any right to claim refund of such adjusted/deducted amount towards taxes and duties.
 - (vii) The Allottee/s shall mutate his name in the records of concerned Municipality/Corporation/Panchayat and/or the concerned B.L. & L.R.O or any other Government and/or Semi Government department/office or any authority or body as applicable thereto after registration of the Sale Deed and the Promoter agrees to sign necessary consent letters in respect thereof. The Promoter has agreed to assist the Allottee/s on request being made in this regard without being liable for such act. In the event of any demand for payment of betterment charges/assessment charges/mutation charges/development charges or any other charges as applicable in respect of the Apartment, the Allottee/s agree/s to pay the same on a proportionate basis as informed by the Promoter.
 - (viii) The Allottee/s agrees and undertake/s to pay all government rates and taxes inclusive of but not limited to, municipal taxes, property taxes, land revenue/khazna, levies of any kind, by whatever name called, whether levied or leviable currently or in future or any enhancement/modification of the prevailing rates & taxes, by any Government Authority in relation to the Apartment and /or on the Project Sunshine One Land (on a proportionate basis), as the case may be, from the Possession Date or the Deemed Date of Possession, as may be applicable and the same shall be payable by Allottee/s as per the demand raised by the Promoter.

1.3. The Sale Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges or introduction of new charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost/ charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Allottee/s, 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 Sunshine One, as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project Sunshine One by the Authority as per the Act, (if the said extension is for reasons

directly attributable to the Promoter), the same shall not be charged from the Allottee/s.

- 1.4. The Allottee/s shall make the payment as per the payment plan set out in **Schedule C (Payment Schedule)**;
- 1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee/s by discounting such amount as may be decided by the Promoter 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/s by the Promoter.
- 1.6. It is agreed that the Promoter shall not make any major additions and alterations in the sanctioned plans, layout plans in respect of the said apartment or the said Project Sunshine One without the previous written consent of the Allottee/s and the Allottee/s further agree/s such consent shall not be unreasonably withheld and shall be provided within a specified time as mentioned by the Promoter. The Promoter may send a letter to the Allottee/s for the purpose of taking such consent through registered post with acknowledgement due on the address mentioned herein and incase the Allottee/s does not reply to such letter within one week of the date of delivery of the letter, the same shall be deemed to be consent of the Allottee/s as required under Section 14 of the Act.
- 1.7. The Promoter shall confirm to the final Carpet Area that has been allotted to the Allottee/s after the construction of the Project Sunshine One is complete and the Completion certificate in part/lots is granted by the competent authority. Any variation in the Carpet Area which ranges between 0.5% (zero point five percent) to 3% (three percent) shall be measured by the parties and the price of such variation shall be adjusted accordingly.
- 1.8. Subject to Clause 9 The Promoter agrees and acknowledges that the Allottee shall have the right to the Apartment as mentioned below:
 - (a) The Allottee/s shall have exclusive ownership of the Apartment;
 - (b) The Allottee/s shall also have undivided proportionate share in the Common Areas and Facilities of the Project Sunshine One. Since the share/interest of Allottee/s in the Common Areas and Facilities of the Project Sunshine One is undivided and cannot be divided or separated, the Allottee/s shall use the Common Areas and Facilities of the Project Sunshine One along with other allottees/occupants of the Project Sunshine One/Total Project, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas and Facilities of the Project Sunshine One to the Owners' Association after duly obtaining the completion certificate from the competent authority as provided in the Act;
 - (c) That the computation of the Total Payable Amount of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas and Facilities of the Project Sunshine One, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas and Facilities of the Project Sunshine One, maintenance charges as per the Agreement and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project Sunshine One;
 - (d) The Allottee has the right to visit the Project Sunshine One site with due prior permission and following all safety norms & rules to assess the extent of development of the said Project Sunshine One and his Apartment.
- 1.9. It is made clear by the Promoter and the Allottee agrees that the Apartment along with the Parking space/s, if any, shall be treated as a single indivisible unit for all purposes. It is agreed that the Parking Space, if any, allotted to the Allottee is/are is for its exclusive use and enjoyment and the Allottee shall not have any power and authority to transfer the same separately other than with the Apartment allotted.
- 1.10. The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of

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

- 1.11. The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Sale Price of the Apartment at the time of application and the Allotment, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining amount of the Total Payable Amount for the Apartment as prescribed in the Payment Schedule as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the allottee delays in payment towards any amount which is due and payable, he shall be liable to pay interest at the rate of State Bank of India highest Marginal Cost of Lending Rate plus two percent from the respective due dates till the date of full and final payment of the Outstanding Amount.

2. MODE OF PAYMENT:

- 2.1. The Total Payable Amount shall be paid by the Allottee/s strictly in accordance with the Payment Schedule and other terms of this Agreement. The Promoter shall issue demand letters calling upon the Allottee/s ("**Demand Note**") to pay such amount within 15 (Fifteen) days from the date of the Demand Note and the Allottee/s shall make the payment within the said period. All payments shall be considered to have been received by the Promoter only when the same is credited in the account of the Promoter. In the event any Cheque/Draft submitted by any Allottee/s is returned unpaid, the Allottee/s shall have to pay, along with the unpaid amount, an additional amount of Rs. 1000 (One Thousand) to the Promoter.
- 2.2. Timely payment in accordance with the Payment Schedule/Demand Note is of the essence in this Agreement.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1. The Allottee/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the rules and regulations made thereunder or any statutory amendments modification(s) made thereof and all other Applicable Laws including that of remittance of payment 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/s understands and agrees that in the event of any failure on his, /her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2. The Promoter accepts no responsibility in regard to matters specified in Clause 3.1 above. The Allottee/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the Applicable Laws, The Promoter shall not be responsible towards any third party making payment remittances on behalf of any Allottee/s 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 Promoter shall be issuing the payment receipts in favour of the Allottee/s only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Promoter shall be entitled to adjust/appropriate payments made by the Allottee/s first against taxes & duties, interest payable or any outstanding dues under any head, if any, and then towards the instalment dues. The Allottee/s shall be deemed to have authorised the Promoter to do so and undertakes not to object to such adjustments made by the Promoter.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the said Project Sunshine One as disclosed at the time of registration of the said Project with the Authority and towards handing over the Apartment to the Allottee/s and the Common Areas and Facilities of the Project Sunshine One to the association of Allottee/s.

6. CONSTRUCTION OF THE PROJECT / APARTMENT:

6.1. Construction of the Project Sunshine One/ Apartment:

- (a) The Allottee/s has/ve seen the approved development plan, building plan, and other related documents as approved by the Sanctioning Authority and accepted the floor plan, and the specifications and the Common Areas and Facilities of the Project Sunshine One as mentioned in Schedule D and E as represented by the Promoter. The Promoter shall construct Project Sunshine One in accordance with the development plan, layout plans, building plans approved by the concerned sanctioning authority and as per the specifications and particulars of construction. Any alteration or modification to the plan pertaining to Project Sunshine One shall be made only in accordance with the provisions of Act and the Applicable Laws. The Promoter may, however, owing to circumstances beyond its reasonable control, at its sole discretion, change such specifications to that of equivalent quality.
- (b) Further, notwithstanding what has been stated above, the Promoter may make such minor additions or alterations as may be required by the Promoter or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by the Architect or engineer after proper declaration and intimation to the Allottee/s.
- (c) Subject to the Promoter obtaining all approvals/consents/permissions that may be required under the provisions of Applicable Laws, the Promoter may make additions/alterations to the building plan, layout plans, of the apartments/s, Common Areas and Facilities of the Project Sunshine One or put up additional floors/structures in the Towers in Project Sunshine One and such additional structures may result in change in the proportionate interest in the Project Sunshine One Land, Common Areas and Facilities of the Project Sunshine One. The Promoter shall also be entitled to connect the electricity, water and sanitary connections and drainage fittings for such additional structures with the existing sources after obtaining such other approvals/consents/permissions that may be required under the provisions of Applicable Laws.

6.2. Construction of the Total Project:

- (a) The Allottee understands that Project Sunshine One forms a part of Total Project. The Total Project shall be developed in such number of phases as the Promoter may determine at its sole discretion, depending on the feasibility and market conditions and shall retain portions of the same and develop it now or later for the purposes stated above and deal with the same in the manner they deem fit, without any interference from the Allottee/s. The Allottees do not have any right in relation to the remaining portion of the Total Project Land unless expressly granted by the Promoter. The Promoter may at its sole discretion at any time, secure modifications to the existing development plan and building plan of the Total Project Land (other than Project Sunshine One Land) without

the requirement of any consent from the Allottee/s and shall be entitled to develop the balance Total Project Land in terms of the modified building plan. The Promoter has reserved the right, power and authority to integrate/segregate the land reserved for future development as a part of the Total Project. Further, in the event the market conditions deteriorate, the Promoter may be forced to restructure the other sanctioned / non - sanctioned phases out of the Total Project and even consider abandonment of development of further phases but without curtailing the Common Areas and Facilities of the Project Sunshine One committed by the Promoter to the Allottee. In case of development of subsequent phases upon the remaining area of the Total Project Land, all the phases so developed shall be merged and the common areas and facilities applicable to each phase (including the Common Areas and Facilities of Project Sunshine One) including the share in the Total Project Land pertaining to each of the phases so developed, shall be available for use by the allottees of the other phases. Accordingly, the allottee(s) of all the phases of the Total Project (including Project Sunshine One) shall be entitled to an undivided proportionate share over all the common areas and facilities developed over the Total Project Land and over the land relating to all the phases of the Total Project which have been developed.

- (b) Since the Total Project shall be developed in phases, there would be further constructions on the balance Project Land even after the Allottee has taken possession of the Apartment. Further the Owner may undertake development on the land adjacent to but not forming a part of the Total Project but as a part of Shriram Grand City/the Township. The Allottee/s therefore agree/s that they shall have no objection to the Promoter/Owner continuing with the construction of additional structures and/or Towers adjacent to or above the Apartment/Tower or on any land/ground whether part of the Total Project Land or otherwise on any ground whatsoever (including nuisance) and shall not claim any compensation or withhold any payment payable to the Promoter. The Promoter/Owner have also reserved their right of usage of roads and passages, amenities, facilities and other infrastructure in the Total Project Land (including Project Sunshine One Land) for undertaking/supporting the development of the Total Project as well as for development of any portion of Shriram Grand City and for maintenance of services therein and this right is in the nature of an easement which runs as a covenant with the Total Project Land. The Allottee/s agree/s and undertake/s hereby to execute any such separate writings/ documents as may be required by the Promoter/Owner, confirming unfettered, permanent and irrevocable easementary right in favour of the Promoter at any time hereinafter.

7. POSSESSION OF THE APARTMENT:

7.1. Schedule for possession of the said Apartment

- (a) The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee/s and the Common Areas and Facilities of the Project Sunshine One to the association of Allottee/s (as soon as the Association is formed) is the essence of the Agreement. The conditions of the Possession in different circumstances are narrated herein below:
- (b) Subject to Force Majeure Events, timely payment by the Allottee/s in accordance with the terms of this Agreement and the absence of any default by the Allottee/s, the Promoter assures to complete construction of the Apartment and hand over possession of the Apartment, within _____ months from the date of the registration of the Project Sunshine One under the Act ("**Possession Period**").
- (c) The Allottee/s agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project Sunshine One due to Force Majeure Events, then this allotment shall automatically stand terminated and the Promoter shall refund to the Allottee/s, the entire amount received by the Promoter from the Allottees within a mutually agreeable time. The Promoter shall intimate the Allottee/s about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee/s, the Allottee/s agree/s that he/ she shall not have any further rights, claims etc. against the Promoter and that the Promoter shall be released and

discharged from all its obligations and liabilities under this Agreement.

- (d) On happening of a Force Majeure Event or in the event of any delay in payment by the Allottee or default by the Allottee, the Allottee/s shall be deemed to have granted reasonable extension to the Promoter for completion of construction and/or handover of possession of the Apartment in such extended period.

7.2. Procedure for taking possession

- (a) A certificate shall be issued by the Architect appointed by the Promoter for Project Sunshine One with regard to the completion of construction of the Apartment.
- (b) On receipt of the certificate from the Architect as mentioned hereinabove and upon the Allottee/s making payment of the necessary amounts in conformity with the Payment Schedule (Schedule C), provided the Allottee/s is/are not in default of any of the terms and conditions of this Agreement, the Promoter shall intimate the Allottee/s to come for inspection of the Apartment ("**Inspection Notice**") within a period specified in the Inspection Notice. In case the Allottee/s fail/s to turn up for the inspection within the period stipulated in the Inspection Notice, the Apartment would be deemed to have been inspected and accepted by the Allottee/s. During the inspection, the Promoter shall make a list of snags as may be indicated by the Allottee/s and clear the snags within a time period informed to the Allottee/s at the time of inspection. The decision of the Promoter with regard to the clearance of the snags will be final.
- (c) The Promoter, upon obtaining of the Completion Certificate in parts/lots from the Sanctioning Authority, shall serve upon the Allottee/s, a notice in writing to take over the possession of the Apartment ("**Possession Notice**") within the period stipulated in the said Possession Notice.
- (d) The Allottee/s shall participate towards registration of the Sale Deed in respect of the Apartment in the manner mentioned in Clause 10 hereof and take over the possession of the Apartment from the Promoter on any date within the period stipulated in the Possession Notice ("**Possession Date**") subject to the payment of the Total Payable Amount in conformity with the Payment Schedule and the complete performance, observance and fulfillment of all the terms and conditions of this Agreement by the Allottee/s.
- (e) If the Allottee/s, for whatsoever reason, fail/s and/or neglect/s to participate towards registration of the Sale Deed of the Apartment and take over possession of the Apartment from the Promoter within the period stipulated in the Possession Notice, the Allottee/s shall be deemed to have taken possession upon expiry of the period specified in the Possession Notice for taking over possession of the Apartment ("**Deemed Date of Possession**"). For all purposes, such Deemed Date of Possession, irrespective of the actual date on which the Allottee/s take/s over the physical possession of the Apartment, will be construed as the Possession Date. It is clarified herein that the actual physical possession of the Apartment will be handed over to the Allottee/s only after the registration of the Sale Deed of the Apartment in favour of the Allottee/s in the manner mentioned in Clause 10 hereof.
- (f) On and from the Possession Date or the Deemed Date of Possession, as may be applicable:
 - (i) The Apartment shall be at the sole risk and responsibility and cost of the Allottee/s and the Promoter shall have no liability or concern thereof;
 - (ii) The Allottee/s shall become liable to pay the maintenance and other charges or any other outgoings in respect of the Apartment;
 - (iii) All taxes, deposits and other levies/charges, utility payments imposed, demanded or required to be paid to the authorities concerned relating to the Apartment and the undivided interest in Project Sunshine One Land shall be borne and paid by the Allottee/s;
 - (iv) All other expenses necessary and incidental to the management and maintenance of the Project Sunshine One as determined by the

Promoter/Association of the Allottees as the case may be shall be borne by the Allottee/s;

- (g) In the event the Promoter is unable to deliver possession of the Apartment within the time frame mentioned in Clause 7.1(b), due to Force Majeure Event or due to default of the Allottee, the Promoter shall intimate the Allottee/s of the occurrence of the same and shall complete e Project Sunshine One within such reasonable extended period as may be intimated to the Allottee/s.
- (h) The Allottee/s understand/s and agree/s that the Promoter may develop a part of Project Sunshine One and defer the development of some of the Towers within Project Sunshine One without affecting the handover of Apartment to the Allottee/s.
- (i) The Allottee/s understand/s and agree/s that the Promoter shall handover the possession of the various apartments comprised in Project Sunshine One or part thereof in parts/lots. The sequence of handover of possession of a particular part/lot of apartments/s in the Project Sunshine One will be at the sole discretion of the Promoter.

7.3. Failure of Allottee to take Possession of Apartment

If the Allottee/s fail/s to participate towards registration of the Sale Deed of the Apartment and take over the possession of the Apartment from the Promoter within the period stipulated in the Possession Notice, the Allottee/s shall be liable to pay to the Promoter holding charges at the rate of Rs. -----/- (Rupees ----- only) per square feet of the Built-up Area of the Apartment per month ("**Holding Charges**") exclusive of taxes and duties, as may be applicable.

7.4. Possession by the Allottee

After obtaining the Completion certificate for Project Sunshine One in parts/lots issued by the Sanctioning Authority and handing over physical possession of the Apartment to the Allottee/s after the registration of the sale deed of his Apartment, it shall be the responsibility of the Promoter to hand over the necessary copies of documents and plans, including Common Areas and Facilities of the Project Sunshine One, to the Association.

7.5. Cancellation and Assignment

7.5.1. Cancellation by Allottee

- (a) Allottee/s can cancel/withdraw his Allotment, without any fault of the Promoter ,at any time before execution and registration of the sale deed of the Apartment ("**Cancellation Period**") by sending a letter in writing to the Promoter requesting such cancellation and in that event the Promoter shall cancel the Allotment by issuing a letter ("**Cancellation Letter**").
- (b) Upon cancellation of the Allotment, the Promoter shall be entitled to forfeit the Booking Amount as cancellation charge ("**Cancellation Charge**") and refund the balance, if any, without interest,also after deducting all sums due to the Promoter as per the Agreement, including interest due but remaining unpaid on the date of cancellation of this Agreement. All such payments shall be made after the Allottee/s has given in writing to the Promoter, a disclaimer that he/she/it has no claims against the Promoter in respect of the Apartment and has/have also returned to the Promoter, the Allotment Letter, this Agreement and all other documents issued by the Promoter in respect of the Apartment. In the event of non-issuance of disclaimer within 15 (fifteen) days of cancellation, it is deemed that he has given such consent and the balance payable after deduction in the manner as stated hereinabove, would be refunded within 45 (forty five) days from the date of cancellation. against execution of a registered cancellation agreement. It is however clarified that the statutory payments made by the Allottee/s will not be refunded. Further any tax payable towards refund of sums in the manner provided herein shall be to the account of the Allottee.

- (c) In the event of cancellation, if any payment/refund is made by the Promoter to any bank/financial institution/lender in pursuance of any tripartite agreement or any other agreement entered into by the Promoter, Allottee/s and the lender, then all such payments shall be deemed to be refund made by the Promoter to the Allottee/s. All such payments/refund shall be treated as discharge by the Promoter of its obligations under this Agreement.
- (d) In the event of cancellation, the Allottee/s shall have no right or interest on the Apartment and the Promoter shall be discharged of all its liabilities and obligations under this Agreement towards the Allottee/s whereupon the Promoter shall have the right to deal with the Apartment in the manner in which it may deem fit.
- (e) The cancellation shall be deemed effective on the date of issue of Cancellation Letter by the Promoter ("**Deemed Effective date**"). Receipt or encashment of refund, if any, shall not be a prerequisite for cancellation. Further, r return of the original Allotment Letter, TOA, Agreement and other documents issued by the Promoter shall not be considered as a pre-requisite for effective cancellation of the Apartment by the Promoter.
- (f) It is hereby expressly and unequivocally agreed between the Parties that in the event of such cancellation of Allotment by the Allottee/s, apart from the payment of the applicable Cancellation Charge, the Allottee/s and/or its successors-in-interest, shall and will be under an obligation from time to time and at all times thereafter, upon every request of the Promoter, to do and execute or cause to be done and executed all such acts deeds and things, including but not limited to the execution of a registered Cancellation Agreement, at the cost of the Allottee/s, for further or more perfectly assuring the right and interest of the Promoter in the Apartment, by way of relinquishing all its rights and interest in the Apartment and empowering/entitling it to deal with the same in the manner in which it may deem fit.
- (g) The Allottee hereby irrevocably authorises the Promoter through its asuthorised person and constitutes the Promoter to be its lawful attorney to execute the Cancellation Agreement for and on behalf of the Allottee in the event of failure of the Allottee to sign the Cancellation Agreement within 15(fifteen) days from the date of notice by the Promoter to the Allottee to sign the Cancellation Agreement. The Cancellation Agreement so signed by the Promoter on behalf of the Allottee shall be fully effective and valid as if signed by the Allottee himself/herself.
- (h) For the avoidance of doubt, it is clarified that on and from the Deemed Effective Date, this Agreement shall without any further act or deed stand cancelled and all the rights, title and interest of the Allottee/s under the Agreement shall cease to have any effect. Without prejudice to the aforesaid, the Promoter shall be entitled but not obliged to take all steps as it may deem fit including unilaterally executing and registering any document, as may be permissible, in furtherance of the cancellation in the event of failure of the Allottee/s to execute the registered cancellation agreement.

7.5.2. **Assignment of Allotment by Allottee/s**

- (a) The Allottee/s shall normally not be allowed to assign and/or alienate and/or transfer the Allotment. However, the Promoter may give its consent for the same at its sole discretion after 18 (eighteen) months from the date of Allotment and before registration of the Sale Deeds to the Allottee/s to assign his right in respect of the Apartment to any individual and/or entity/ies on charging an Assignment Fee of Rs. 200 (Rupees two hundred) per square feet of the Built-up Area of the Apartment.
- (b) It is also made clear that the Allottee/s will not be able to assign his rights in portions i.e., the Allottee/s will have to either assign all his rights in respect of the Apartment under this Agreement or otherwise shall not be able to assign his rights at all.
- (c) In addition to above, the Promoter's consent (if granted) to assignment of the Apartment to individual and/or entity(ies) shall be inter alia subject to the Allottee/s:
 - (i) settling the Outstanding Amount whatsoever, as per the record of the Promoter,

- before the date of such consent;
- (ii) executing and causing the assignee(s) to execute necessary agreements, including tripartite agreements, deeds and documentation with the Promoter in the format as provided by the Promoter to ensure the transfer and assignment of all the rights and obligations of the Allottee/s under this Agreement to and in favour of his assignee; and
- (iii) Such assignee shall pursuant to the assignment by the Allottee/s in terms hereof, be deemed to be the "Allottee" in relation to the Apartment and all provisions set out herein shall be applicable to such assignee. In the event that such assignee does not adhere to the provisions of the Agreement, Clause 9.2 relating to events of default and consequences in this Agreement shall apply in accordance with the terms contained therein.

7.5.3. Demise

- (a) In the event of the Allottee/s OR either of the Allottee's (in case of joint Allottees) demise prior to execution of the Sale Deed, the right to have the allotted Apartment shall devolve upon the nominee(s), if any, nominated by the deceased Allottee, subject to the condition that the deceased Allottee/s has executed and submitted to the Promoter a nomination form in the format prescribed by the Promoter.
- (b) The rights of the nominee mentioned above will be subject to any order by a court of law or declaration of legal heir(s) of the deceased Allottee/s and the nominee shall be deemed to be holding the Apartment or the refund, as the case may be, in trust for such legal heir(s) declared by the order of the court.
- (c) In the event that there is no nomination and the Allottee/s OR either of the Allottee/s (in case of joint Allottee/s) expires prior to execution of the Sale Deed, then the legal heir(s) of the deceased Allottee/s will be required to produce appropriate documents tenable in the eye of law to prove his heir-ship.
- (d) It is clarified that the Promoter may rely upon and shall not be held liable for acting or refraining from acting upon any document furnished to it (including Court Order/Judgment) without having to verify the authenticity or the correctness of any fact stated in the document or the propriety or validity of the service of such document. The Promoter may act in conclusive reliance upon any instrument or signature believed by it to be genuine and may assume that any person purporting to execute any document has been duly authorized to do so.
- (e) Such nominee(s)/legal heir(s) shall, pursuant to the demise of the Allottee/s OR either of the Allottee/s (in case of joint Allottee/s), be deemed to be the "Allottee/s or "co-Allottee", as the case may be, in relation to the allotted Apartment and all provisions set out herein shall be applicable to such nominee(s)/legal heir(s). In the event that the nominee(s)/legal heir(s) do not adhere to the provisions of this Agreement, the provisions of Clause 9.2 shall apply.

7.6. Compensation

The Promoter shall compensate the Allottee/s in case of any loss caused to him due to defective title of the Project Sunshine One Land in the manner provided in 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.

8. REPRESENTATIONS AND WARRANTIES, RIGHTS AND OBLIGATIONS OF THE PROMOTER / ALLOTTEE:

8.1. Representations and Warranties of the Promoter:

The Promoter makes the following representations and warranties:

- (a) The Owner has clear and marketable title with respect to Project Sunshine One Land and has the requisite rights to carry out development and also has actual, physical and legal possession of Project Sunshine One Land for the implementation of Project Sunshine One

which it has empowered and assigned to the Promoter vide the Development Agreement as stated hereinbefore;

- (b) The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out the development of the Project Sunshine One.
- (c) All approvals, licenses and permits issued by the competent authorities with respect to the Total Project are valid and subsisting and have been obtained by following due process of law and such approvals shall enable the implementation of Project Sunshine One. Further, the Promoter shall, at all times, remain in compliance with all Applicable Laws in relation to Project Sunshine One.
- (d) Pursuant to a Debenture Trust Deed dated 7th February, 2019, the Promoter, SPL Estates Private Limited has issued debentures in favour of Kotak India Affordable Housing Fund - I, being the Debenture Holder and the Promoter i.e. SPL Estates Private Limited and Owner i.e. Bengal Shriram Hi Tech City Private Limited have provided security in favour of the Debenture Trustee by way of first and exclusive mortgage over the Total Project Land without possession and Axis Trustee Services Limited has been appointed as the Debenture Trustee to act for and on behalf of the Debenture Holder.
- (e) No litigation is pending before any Court of Law or Authority with respect of the said Project Sunshine One Land or Project or the Apartment.
- (f) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected.
- (g) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Apartment to the Allottee/s in the manner contemplated in this Agreement.
- (h) 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), at the time of registering the Project Sunshine One with the authorities of WBHIRA, has been received or served upon the Promoter in respect of Project Sunshine One Land and/or Project Sunshine One.

8.2. **Rights and Obligation of the Allottee/s:**

8.2.1. **Rights of the Allottee/s.**

The Allottee/s shall have the following rights in respect of the Apartment:

- (a) the right to obtain the information relating to sanctioned plans, approved by the KMDA and such other information as provided under Applicable Laws and this Agreement;
- (b) the right to claim possession of the Apartment and the Allottee shall have the exclusive ownership of the Apartment;
- (c) the rights and liberty of the Allottee/s and all persons entitled, authorised or permitted by the Allottee/s (in common with all other persons entitled, permitted or authorised to a similar right) at all times, and for all purposes, to use the staircases, passages and Common Areas and Facilities of Project Sunshine One for ingress and egress;
- (d) the rights of passage of water, gas, electricity, sewerage to the Apartment through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through Project Sunshine One or any part thereof;
- (e) the right to lay cables or wires for radio, television, telephone and such other installations, at dedicated part of Project Sunshine One, but upon recognizing reciprocal rights of the owners/lawful occupants of other apartments in Project Sunshine One;
- (f) the rights of entry and passage for the Allottee/s with/without workmen to other parts of Project Sunshine One at all reasonable times after notice for the purpose of repairs to or maintenance of the Apartment or for repairing, cleaning, maintaining the sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the owners/lawful occupants of other apartments in Project Sunshine One and making

- good any damage caused as a result thereof;
- (g) the proportionate undivided right to use the Common Areas and Facilities of the Project Sunshine One and the Common Areas and Facilities of the Total Project, if any provided by the Promoter at its discretion, in common with the Allottees/lawful occupants of other apartments in the Project Sunshine One and also the Total Project on payment of such sums as may be prescribed from time to time by the Promoter and/or the Owners' Association, without endangering or encroaching the lawful rights of owners/lawful occupants of other apartments in the Project Sunshine One / Total Project. The Allottee/s shall not place objects/things/articles which may hinder free use of the common areas and facilities as stated above. The Allottee/s shall not erect any compound or fencing around his Apartment;
 - (h) the unfettered right to deal with, transfer, alienate or dispose of the Apartment by way of sale, mortgage, gift, exchange or otherwise pursuant to the registration of the Sale Deed subject to the fulfillment of the terms of this Agreement.

8.2.2. **Obligations of the Allottee/s**

The Allottee/s shall have the following obligations in respect of the Apartment (the obligations herein contained are in addition to the obligations contained elsewhere in this Agreement):

- (a) to make timely payments of all amounts under this Agreement as per Payment Schedule mentioned under **Schedule C**;
- (b) to pay registration charges, municipal taxes, water and electricity charges, land revenue and other charges as per Applicable Laws;
- (c) in case of a delay in payment, to pay interest at the prescribed rate towards any of the amounts due or charges payable under this Agreement;
- (d) to participate towards formation of Association;
- (e) to take over physical possession of the Apartment after full payment of all amounts payable by the Allottee/s under this Agreement and completion of registration of the Sale Deed within the stipulated timeframe and in the manner mentioned in this Agreement;
- (f) to participate towards registration of this Agreement in respect of the Apartment, as and when the same may be required under the Applicable Laws, by handing over the executed copy of the Agreement to the Promoter for such purposes within the stipulated timeframe and in the manner as may be notified by the Promoter ;
- (g) to participate towards registration of the Sale Deed in respect of the Apartment within the stipulated timeframe and in the manner mentioned in this Agreement;
- (h) not default in payment of any taxes, charges, expenses, insurance or levies to be proportionally shared by the other owners/lawful occupants;
- (i) not enter into any parallel arrangements for maintenance of Project Sunshine One;
- (j) not object to the use of Common Areas and Facilities of the Project Sunshine One by the owners/lawful occupants of other apartments in Project Sunshine One and for use by the occupants of other phases in the event of development of other phases of the Total Project;
- (k) not at any time cause any annoyance, inconvenience or disturbance or injury to the other owners/lawful occupants in Project Sunshine One or the Total Project;
- (l) not keep any cattle/live stock in the Apartment or in Project Sunshine One and Allottee/s shall keep all the pets confined within the Apartment and shall ensure that the pets do not create any nuisance/disturbance.
- (m) maintain at his own cost, the Apartment and the Parking Space, if any, earmarked to them, in a good condition, state and order and shall abide by all the laws and regulations of the Government, or/and any other duly constituted authority from time to time in force, and be responsible for all notices or violations of any of the terms and conditions in this Agreement and/or Bye-Laws of the Association;
- (n) where the Allottee has taken any loan, it shall ensure that it shall make payment of interest and principal amounts as per the terms of the loan agreement entered into with the lender and shall keep the Promoter indemnified against any default or non-payment by the Allottee. Any default by the Allottee under the financing/loan/tripartite agreement shall constitute a default under this Agreement;
- (o) to pay to the Promoter or its nominated maintenance company/agency or Owners' Association, as the case may be, the maintenance expenses on pro-rata basis as Core Maintenance Charges. To pay to the Owner/Promoter or any entity nominated by the Owner or Promoter, the Township Maintenance Charges;

- (p) to sign all applications, papers, documents, agreements and other relevant papers, as required, in pursuance of the Allotment and to do all acts, deeds and things as the Promoter may require for the purpose of forming an Association;
- (q) not make any structural changes, changes in the internal design or changes on the external facade of the Apartment/Towers even after the execution of the Sale Deed. More specifically, the Allottee/s shall not:
 - (i) dismantle any external wall,
 - (ii) change the elevation,
 - (iii) change the position of internal walls,
 - (iv) change the position of electrical switches and location of fittings which are fixed and not subject to any alteration,
 - (v) change the position of sanitary and kitchen fittings and fixtures which are fixed and not subject to any alteration, and
 - (vi) use the external walkways and terraces for storage;
- (r) not make any additions/alterations with respect to or concerning the electrical and water supply networks provided by the Promoter in concealed and exposed manner within the Apartment;
- (s) not divide, sub-divide or demolish any structure of the Apartment or any portion thereof or cause to make any new construction in the Apartment. Further Allottee/s shall not use the Apartment for commercial purposes or use the same for any immoral activities or manufacturing or processing works or storage purpose or any other purposes save and except exclusively for residential purpose. Further the Allottee/s shall at all times co-operate with the owners/lawful occupants of the other apartment in the Project Sunshine One/Total Project;
- (t) not do or permit to be done any act or thing which may render void or voidable any insurance of Project Sunshine One Land and the Tower in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (u) after taking the possession, may make non-structural changes/aesthetical changes to the Apartment, subject to the prior approval and consent of the Promoter . However, it is hereby clarified that the Allottee/s shall not make any additions or alterations in the Apartment that may cause blockage or interruption in the smooth flow of common utilities and installations meant normally for common use and/or cause damage or encroachment on the structures of the Tower(s) in the Project Sunshine One;
- (v) to pay the Promoter, the proportionate share of all necessary sums expended by the Promoter for meeting all legal costs, charges and expenses, including professional and legal costs incurred by the Promoter in connection with formation of the Association and for preparing its rules, regulations and bye-laws; and
- (w) The Promoter shall be entitled to deal with the Limited Common Area in such manner as it may deem fit and the Allottee shall not have any right to interfere in the same.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1. Events of default by the Promotor

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

- (a) If the Promoter fails to complete or is unable to deliver possession of the Apartment within the Possession Period including extension thereof, save and except for the reasons mentioned in Clause 34.11, the Promoter shall be liable to pay delayed charges at the State Bank of India highest Marginal Cost of Lending Rate plus two percent for each month of delay , as compensation on and from the expiry of the Possession Period till the date of issuance of Possession Notice , if the Allottee/s do/does not intend to cancel the Agreement and withdraw from Project Sunshine One; and
- (b) If the Promoter fails to complete or is unable to deliver possession of the Apartment within the Possession Period including extension thereof, save and except for the reasons mentioned in Clause 34.11 , the Promoter shall be liable to return the amount received by it in respect of the Apartment along with interest at the State Bank of India highest Marginal Cost of Lending Rate plus two percent, as compensation, if the Allottee/s wish/es to cancel the Agreement and withdraw from Project Sunshine One.

9.2. Events of Default by the Allottee

9.2.1. **The following shall constitute an event of default by the Allottee/s:**

Any defaults, breaches and/or non-compliances of the terms of this Agreement on the part of the Allottee/s shall be deemed to be "**Events of Default**". Without prejudice to the other rights available to the Promoter under Applicable Laws, on the occurrence of an Events of Default under this Agreement, the Allottees shall be liable for consequences stipulated herein. The following events are an illustrative and not exhaustive list of events that would constitute as an Events of Default by the Allottee under this Agreement:

- (a) Failure by Allottee/s to submit all necessary documents required by the Promoter;
- (b) Giving any false information in the Application Form;
- (c) Failure to make payment of Total Payable Amount in full or in part within the time stipulated thereof in the Payment Schedule and/or the Demand Note or as may be notified by the Promoter to the Allottee/s from time to time;
- (d) Failure to pay registration charges, its share of municipal taxes, water and electricity charges, Core Maintenance Charges, Township Maintenance Charges, ground rent and other lawful charges, if any, in terms of this Agreement;
- (e) Failure to pay interest for delayed payments in accordance with the Payment Schedule;
- (f) Failure to pay Holding Charges in terms of the Agreement;
- (g) Default by the Allottee/s of his obligations under the loan agreement or any tripartite agreement entered into between the Allottee, lender and the Promoter;
- (h) Failure to execute the Sale Deed, this Agreement or any other document/undertakings/indemnities etc. or failure to participate towards registration of the Sale Deed, this Agreement or to perform any other obligation, if any, set forth in any other agreement/instrument with the Promoter;
- (i) Failure to take possession of the Apartment within the time stipulated by the Promoter in its Possession Notice;
- (j) Assignment of the Allotment or any interest of the Allottee/s in the Apartment without prior written consent of the Promoter;
- (k) Dishonor of any instrument or non-realization of payment made by any Allottee/s for any reason whatsoever;
- (l) Failure to participate towards the formation of an Association; and
- (m) Any other acts, deeds or things which the Allottee/s may commit, omit or fail to perform in terms of this Agreement, any other undertakings, affidavits, agreements, indemnities etc. or as demanded by the Promoter which in the opinion of the Promoter amounts to an events of default and the Allottee/s shall be bound to abide by the decision of the Promoter in this regard which shall be final and binding on the Allottee/s.

9.3. **Consequences of the Defaults by the Allottee:**

- (a) Upon the occurrence of any one or more of Events of Default by the Allottee/s under this Agreement including, but not limited to those specified above, the Promoter may at its sole discretion, cancel the Allotment and terminate this Agreement by issuing a notice to the Allottee/s highlighting the Event(s) of Default and calling upon the Allottee/s to rectify such default ("**Cancellation Notice**") within the period specified therein failing which the cancellation shall be effective from the date specified in the Cancellation Notice.
- (b) Upon cancellation of the Agreement, the provisions of Clauses 7.5.1(b) to 7.5.1(h) shall *mutatis mutandis* apply and the Deemed Effective Date for the purposes of this Clause shall be deemed to be the date mentioned in the Cancellation Notice as the date on and from which the cancellation shall be effective.
- (c) The Allottee/s agree/s that, Allottee/s shall not, directly or indirectly, make, express, transmit, write, or otherwise communicate in any way whether in writing or verbally or otherwise or make any remark, comment, or statement of any kind, that might reasonably be construed to be derogatory, defamatory or likely to damage the reputation or name of the Promoter, its business, directors, employees, etc. The Allottee/s agree/s that on the occurrence of any event as provided in this clause, the Promoter shall notwithstanding any other remedy available under the Applicable Laws, be entitled to call upon the Allottee/s to withdraw such act/statement or set right the damage through the same medium pursuant to which the act/statement was made within 7 (seven) days from the date of service of notice to that effect and on the failure of the

Allottee/s to comply with such demand by the Promoter, it shall amount to an event of default of this Agreement on the part of Allottee/s, and in such situation the consequences of default will follow and the Allotment shall be liable to cancel without any further notice or intimation to the Allottee/s in accordance with the terms of this Agreement.

- (d) Notwithstanding the Allottee/s agreeing to withdraw such act/statement/set right the damage as stated in the above clause, any loss or damage or expenses (including legal expenses) suffered by the Promoter in this regard shall be paid along with appropriate taxes, if any, by the Allottee/s to the Promoter within 7(seven) days of the demand made by the Promoter.

10. CONVEYANCE OF THE SAID APARTMENT:

10.1. The Promoter, on receipt of the Sale Price & the Total Payable Amount mentioned in the Payment Schedule C, from the Allottee, shall execute a conveyance deed ("**Sale Deed**") and convey the title of the Apartment as morefully described in Schedule 'A' Part-IV, along with physical possession to the Allottee within 3 (three) months from the date of issuance of the Completion Certificate in part/lots by the Sanctioning Authority, to the Allottee:

10.2. Registration:

- (a) The Promoter shall serve upon the Allottee/s a notice in writing for execution and registration of the Sale Deed as mentioned hereinabove and the Allottee/s shall abide by the same.
- (b) The Allottee/s and the Promoter herein shall co-operate with each other for registration of the Sale Deed in pursuance of this Agreement. The Allottee/s shall be liable to pay the stamp duty, registration charges, and all other related costs for execution of the Sale Deed and other documents to be executed in pursuance thereof.
- (c) In case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

10.3. Handover of Common Areas and Facilities of the Project Sunshine One and Handover of Common Areas and Facilities of the Total Project to the Owners' Association

- (a) Upon the completion of Project Sunshine One and upon obtaining completion certificate as per Applicable Law, the Promoter shall hand over the Common Areas and Facilities of the Project Sunshine One along with all the documents, plans, papers to the Owners' Association.
- (b) Since the Total Project is being implemented in phases and if there are phases developed subsequently, the Owners' Association formed for the allottees of Project Sunshine One may be expanded to include the allottees of the subsequent phases if the Promoter at its sole discretion decides that a single association shall be formed for all the phases and the common areas and facilities created in all such phases (including in Project Sunshine One) shall be shared amongst the allottees of the Total Project irrespective of the phase in respect of which it was developed. It is however clarified that Common Areas and Facilities of the Total Project including the Special Facilities shall be handed over only upon development of the Total Project and upon obtaining completion certificate for the Total Project. . Further, the Common Areas and Facilities of the Total Project may not be provided simultaneously/ contemporaneously with the offering of the possession of the Apartment to the Allottees in the Project Sunshine One and shall be provided only upon development of the subsequent phases and after the completion of all phases of the said Total Project.

11. MAINTENANCE OF THE SAID TOWER / APARTMENT / PROJECT:

11.1. Management and Maintenance of the Project Sunshine One - "Core Maintenance":

- (a) The Promoter shall be responsible for the management, upkeep and maintenance of the Common Areas and Facilities of the Project Sunshine One as well as the Total Project as the case may be, till the handover of the same to the Owners' Association. The same shall be referred to as the "**Core Maintenance**". The Promoter may entrust the Core Maintenance to one or more agencies of its choice for the specified period as the Promoter may deem fit or till formation of Owners' Association, whichever is earlier, subject to the terms & conditions as may be decided in due course.
- (b) For the purpose of smooth and hassle-free management, upkeep and maintenance of Project Sunshine One, the Allottee/s is/are liable to abide by the 'Bye laws' as shall be formulated by the Promoter for Project Sunshine One.
- (c) The Allottee/s shall be liable to pay the Core Maintenance Charges at the rate of Rs. -----/- (Rupees ----- only) per month per square feet of the Built-up Area of the Apartment from the Possession Date for the purpose of Core Maintenance ("**Core Maintenance Charges**"). The above rates are based on the preliminary estimate made by the Promoter as on date. Final rate of Maintenance Charges shall be decided by the Promoter and informed to the Allottee/s before possession.
- (d) The Allottee/s will be required to pay to the Promoter or such person as may be designated by the Promoter in advance, a sum equivalent to (.....) months of Core Maintenance Charges as intimated by the Promoter before taking possession of the Apartment as "**Advance Core Maintenance Charges**".
- (e) The Allottee/s will also be required to pay to the Promoter the amount as per the details given below before taking possession of the Apartment as "**Corpus Deposit**".
- (i) 1 BHK: Rs. ----/=
 - (ii) 2 BHK: Rs. ----/=
 - (iii) 3 BHK: Rs. ----/=
- (f) The Core Maintenance Charges shall become payable by the Allottee/s as aforesaid on and from the Possession Date or the Deemed Date of Possession, as may be applicable, or the date as may be decided by the Promoter at its sole discretion. The Promoter shall maintain the Project Sunshine One till the date of formation of the Owners' Association. During such period, the Promoter shall use the amount received on account of 'Advance Core Maintenance Charges' from the Allottee/s. After handover of Core Maintenance to the Association, if any amount out of Advance Core Maintenance Charges received from the Allottee/s is lying unutilized or unadjusted for certain number of months depending upon the timing of handover of the Apartments, the same shall be handed over to the Association without interest. After the completion of the 24 (twenty-four) months' period, the Allottee/s shall be responsible to pay the Core Maintenance Charge by 7th (seventh) day of each month or quarter in advance at the discretion of the Promoter.
- (g) In the event the Promoter finds the aforesaid sum being insufficient to meet the Core Maintenance for any reason including in case of escalation in the cost of labour and other materials used for Core Maintenance, the Promoter shall be entitled to seek proportionate increase in these charges.
- (h) Any tax liability on account of the Core Maintenance Charges shall be borne by the Allottee/s.
- (i) In case the Allottee/s fail/s to pay the Core Maintenance Charges to the Promoter within the stipulated period mentioned hereinabove, then:
- (i) Interest at the rates as communicated at the time of Possession will be payable by the Allottee/s.
 - (ii) The Promoter shall be entitled to adjust the unpaid amount towards the Core Maintenance Charges from the Corpus Deposit.
- (j) After handover of Core Maintenance to the Association, unadjusted amount of Corpus Deposit the same shall be handed over to the Association without interest.

11.2. **Management and Maintenance of the Township – “Township Maintenance”:**

- (a) The proposed Township comprises of areas intended to be used for other purposes and as indicated in this Agreement, are in no way, directly, indirectly or in any manner whatsoever, connected to Project Sunshine One /Total Project. The brochure and/or other advertising materials in any format made available in public domain are merely to acquaint the Allottee/s with the Township along with Project Sunshine One as well as the Total Project, and such brief description of the overall development plan is not intended to convey to the Allottee/s any impression of any right, title or interest in any of the zones to be developed in or about the land(s) falling outside Project Sunshine One.
- (b) The Allottee/s acknowledge/s and accepts that the Township is being developed – in phases over a period of time, as per the Owner’s decision with diverse product clusters that are intended to be applied to different uses. The Owner shall have the right and absolute authority to deal with the land comprising the entire Township, phasing of zones, including but not limited to, the creation of further rights in favour of any other party at their sole discretion. In furtherance thereof, the Owner shall have the absolute right and entitlement to enter into any agreements and/or arrangements, including but not limited to, agreements for transfer or parting of possession with any parcels of land in which Township is comprised and the Allottee/s hereby agree to not raise any objections or disputes regarding the same.
- (c) The Allottee/s further acknowledge/s and accept/s that the Township is being developed in phases and the Allottee/s shall not raise any objection and impediment to the same. The Owner is free and entitled to carry on /cause to carry on any development activities on the said balance portions/phase at any time as they deem fit and the Allottee/s of the Project Sunshine One will not have any right to object to such development or claim any interest therein.
- (d) The Owner shall be responsible for the maintenance of the Township, its infrastructure including but not limited to Township roads, entry scape, street lighting, drainages, electricity, parks, gardens and facilities as developed by the Promoter/ Owner over a period of time. The same shall be referred to as the **“Township Maintenance”**. The Owner may also entrust the Township Maintenance to one or more Maintenance Company(ies) of its choice for the specified period as the Promoter may deem fit. The Owner shall continue with the maintenance as above till the handover of the same to the concerned local authority or any other Governmental Agency(ies) in stages as may be applicable. It is however clarified that the Owner is not the developer of Project Sunshine One, the development of which shall be the sole responsibility of the Promoter.
- (e) It is clearly stated by the Promoter to the Allottee that the Project Sunshine One and the Total Project is a part / subset of the integrated Township i.e. Shriram Grand City. and the Allottee of Project Sunshine One will be enjoying the infrastructure and benefits of the Township, to be developed in phases within such time as may be decided by the Promoter, along with the other allottees. Therefore, the Allottee/s shall pay Township Maintenance Charges at the rate of Rs. ----/- (Rupees ----- only) per month per square feet of the Built-up Area of the Apartment for maintenance of the Township (**“Township Maintenance Charges”**). The above rates are based on the preliminary estimate made by the Owner as on date. Final rate of Township Maintenance Charge shall be decided by the Owner and informed to the Allottee/s by the Owner/Promoter before possession.
- (f) The Allottee/s will be required to pay the Promoter in advance a sum equivalent to (.....) months of Township Maintenance Charges as intimated by the Promoter before taking possession of the Apartment as **“Advance Township Maintenance Charges”**.
- (g) The Township Maintenance Charges shall become payable by the Allottee/s as aforesaid on and from the Possession Date or a date as shall be decided by the Owner/Promoter. The Owner/Promoter shall use the Advance Township Maintenance Charges received from the Allottee/s for a period of(.....) months from the date of completion,. After the completion of the said period, the Allottee/s shall be

responsible to pay the Township Maintenance Charges to the Owner/Promoter by 7th (seventh) of each month in advance without any abatement.

- (h) In the event the aforesaid sums are found to be insufficient to meet the Township Maintenance Charges for any reason including in case of escalation in the cost of labour and other materials used for Township Maintenance, the Owner/Promoter shall be entitled to and reserve their right to seek proportionate increase in these charges.
- (i) Any tax liability , present or future, on account of Township Maintenance Charges shall be borne by the Allottee/s.

12. DEFECT LIABILITY:

- 12.1. After the Possession Date, the Allottee/s will have no right or claim against the Promoter, except for structural defect, defective workmanship, quality or provision of service, if proved to the satisfaction of the Architect during the defect liability period which would be 5 (five) years from the Possession Date or the Deemed Date of Possession, whichever is applicable ("**Defect Liability Period**"). During such Defect Liability Period, if any major defect is proved to the satisfaction of the Architect, which makes the Apartment inhabitable, the same will be remedied at no extra cost to the Allottee/s. It is agreed that the decision of the Architect of the Promoter will be final and binding on the Allottee/s and the Promoter. All defects that are caused due to force majeure, normal wear and tear, abuse, accident and improper usage/negligence/omission/act or commission on the part of the Allottee/s or their nominee/agent and also due to those products fixtures and fittings for which the manufacturing companies/ vendors/ agencies do not provide warranty beyond the prescribed limited period as per market practices is/are excluded from this clause and for which the Promoter is neither liable nor responsible. Further, the Promoter shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party unless it results in structural defects. The Promoter's defect liability obligation shall be subject to the Allottee/association of Allottees continuing with all annual maintenance contracts for equipment/material installed/used within the Project Sunshine One.
- 12.2. The Promoter shall not be responsible for any issues (such as difference in shades of tiles, granite, marbles, tolerances as per IS and building codes, air pockets beneath tiles, separation cracks/gaps between non- homogeneous building components, slopes considered for water drainage, reduction in Carpet Area due to plaster thickness and skirting). Moreover, minor tile chipping, minor damages in places where welding has conducted, shall not be considered as defects for the purposes of this section. Allottee agrees and acknowledges that defects arising from natural wear and tear/forced/ intentional/accidental damages shall not come within the scope of defect liability and hence the Promoter shall not be responsible for the maintenance of the same. Further, Parties agree that any defects or damages caused to glass, electrical fixtures, Sanitary Fixtures, ceramic, vitrified, porcelain materials after acceptance of possession of the Apartment by the Allottee shall not come under scope of defect liability and the Promoter shall not be held liable for not curing/ entertaining such claims.
- 12.3. The Promoter shall not be responsible for routine/non-structural cracks resulting from differential co-efficient of thermal expansion, non-monolithic joints, seasoning effects, sweating of walls, etc. and such other defects caused due to normal wear and tear, abuse and improper usage.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Allottee/s shall permit the Promoter and or an agency appointed by it or the Owners' Association, as the case may be, their agents, with or without workmen at all reasonable times to enter into and upon the Apartment or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, or other conveniences belonging to or servicing or used for the Apartment and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity and other facilities etc., to the Apartment who have defaulted in paying their share

of the water, electricity and other charges and common expenses

14. USAGE:

14.1. Service Areas:

The service areas, if any, as located within the said Project Sunshine One, 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, fire fighting pumps and equipment's etc. and other permitted uses as per Sanctined Plan. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as Parking Spaces, if any allotted to the Allottee and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

14.2. Parking Space(s):

- (a) The Parking Space(s) provided in Project Sunshine One are for the benefit of the Allottee/s or lawful occupants of Project Sunshine One. However, a limited number of Parking Space(s) are proposed to be provided within Project Sunshine One and the same shall be deemed to be Limited Common Area. The rights to use Parking Space(s) have to be earmarked to limited number of Allottee/s for facilitating the smooth functioning and use of Parking Space(s). The Allottee/s understand/s and agree/s that in the absence of such earmarking of Parking Space(s), the use of the Parking Space(s) would result in disharmony and periodical disputes amongst the Allottee/s/lawful occupants of the Apartments. In view of the same, the Allottee/s hereby irrevocably authorize/s the Promoter to earmark Parking Space(s) to the Allottee/s at the sole discretion of the Promoter in the mutual interest of one and all in order to maintain peace, cordiality and harmony amongst the Allottee/s. The Allottee/s further declare/s that he/she/they shall be bound by such earmarking of Parking Space(s) and will not question the authority of the Promoter in doing so and further desist from making any issue or claims in respect thereto.
- (b) The Promoter shall earmark the Parking Space(s) for use to the Allottee/s at its sole discretion in accordance with the previous clause, irrespective of the preference made by the Allottee/s in the Application Form. Decision of the Promoter with regard to earmarking of the Parking Space(s) to Allottee/s shall be final and binding on the Allottee/s.
- (c) The Parking Space(s) earmarked to Allottee/s is/are for his exclusive use and enjoyment and the Allottee/s shall not have the right to put up any construction in the Parking Space(s) or enclose the same or use/convert it for any purpose other than as a Parking Space, i.e. for parking of vehicle(s).
- (d) The Allottee/s on earmarking of the Parking Space(s), other than use of the same, shall not have any such power or authority to transfer the same separately other than with the Apartment allotted. In case of transfer/sale of Apartment by Allottee/s, the exclusive user-right of the Parking Space(s) shall stand automatically transferred along with the Apartment.

14.3. Utilities & Facilities:

14.3.1. Electricity

Allottee/s will have to apply to the concerned electricity office individually for obtaining supply of power and meter for their respective Apartments. The Promoter shall facilitate in making such applications by the Allottee/s. The Allottee/s shall be required to pay the applicable security deposit and/or other charges for the same to the said concerned electricity department.

14.3.2. Diesel Generator Back-up

- (a) The Promoter shall provide power back-up system through diesel generator in limited

areas within the Apartment along with certain selected specification of the Common Areas and Facilities of Project Sunshine One as mentioned more fully and particularly in Schedule D.

- (b) The extent of power back-up provided will be decided by the Promoter and informed to Allottee/s before possession of the Apartment. The running charges for such power back-up will be part of the Core Maintenance charge to be paid by the Allottee/s.

14.3.3. **Water Supply**

Water supply to the Allotees/lawful occupants of Project Sunshine One will be made available by sourcing the same from the governmental agencies or any other available source as may be permitted by the authorities concerned. Installation of on-line pumps to boost water supply within the Apartment is strictly not permitted.

14.3.4. **Special Facilities**

- (a) The Promoter proposes to set up a club with facilities including swimming pool, gymnasium and banquet space with kitchen as a part of the Total Project comprising of Project Sunshine One and all other phases. The said club may be constructed during the construction of the Project Sunshine One as an integral part of the Total Project ("**Special Facilities**") which will be completed and handed over at any time at the discretion of the Promoter. The said Special Facilities shall be accessible to all the Allotees /lawful occupants of the various Apartments in Project Sunshine One/ said Total Project and shall constitute Common Areas and Facilities of the Total Project. The facilities proposed within the said club may vary at the discretion of the Promoter.
- (b) The Promoter further confirms that the Special Facilities being developed within Project Sunshine One shall be utilized by the Allottee/s of all the Apartments in the Total Project including the Allottee/s of future Phases of the Total Project to be constructed on the Total Project Land.
- (c) The Special Facilities will be managed, operated and maintained by the Promoter or an agency appointed by the Promoter for the said purpose. The operational costs/charges of the Special Facilities will be determined by the Promoter at its sole discretion and the cost shall be borne and paid by the Allotees/lawful occupants of various Apartments in the Total Project within such period as informed by the Promoter.
- (d) The detailed terms and conditions of membership and rules and regulations governing use of the Special Facilities will be formulated and circulated to all the Allotees/lawful occupants of various Apartments in the Total Project before the same are operational. Any person accessing the Special Facilities will be required to abide by these rules and regulations.
- (e) Any person accessing the Special Facilities will have to pay charges as per usage basis for specific facilities. The rate of charges will be determined by the Promoter before the same is made operational and intimated to all Allotees/lawful occupants of various Apartments in the Total Project.
- (f) All Allottee/s will get access to the Special Facilities as and when the same is ready for operation which shall create a right of use subject to payment of charges and observance of applicable rules, regulations and bye-laws. No right or lien of any nature whatsoever will be created or deemed to be created in favour of the Allottee/s in respect of the assets of the Special Facilities.
- (g) The right to use of Special Facilities shall be transferable along with the transfer of the Apartment from one person to another. Upon transfer/nomination of the Apartment from the Allottee/s to any other person, the right of the Allottee/s to use and avail the Special Facilities will stand terminated. In the event the Apartment is leased/rented out by the Allottee/s, only the occupant of the Apartment shall be entitled to make use of the Special Facilities and the Allottee/s shall not be entitled to use the Special Facilities.
- (h) The charge for operation and maintenance of the Special Facilities will be handed-over

to the Association simultaneously with the handover of maintenance of the Total Project to the Association or at a later date as decided by the Promoter.

- (i) It is clarified that non-completion or non-operation of Special Facilities shall not be deemed as delay in handing over the possession of the Apartment and the Allottee/s shall take possession of the Apartment even if Special Facilities are not complete or non-operational.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1. Subject to Clause 9 above, the Allottee/s 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 Tower, 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 thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Tower is not in any way damaged or jeopardized.
- 15.2. The Allottee/s further undertakes, assures and guarantees that he/she would not put any sign-board / nameplate, neon light, publicity material or advertisement material etc, on the face facade of the Tower or anywhere on the exterior of the Project Sunshine One, Tower therein or Common Areas. The Allottee/s 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/s shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Tower. The Allottee/s shall also not remove any wall including the outer and load bearing wall of the Apartment.
- 15.3. The Allottee/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottee/s and/or maintenance agency appointed by association of Allottee/s. The Allottee/s 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:

- 16.1. The Parties are entering into this Agreement for the allotment of Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the said Project Sunshine One.
- 16.2. Owner's Association shall be solely liable and responsible for applying or obtaining the renewal of all NOC from the appropriate authorities as shall be required from time to time for smooth functioning of the said Project Sunshine One.

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it shall make additions / put up additional structures anywhere in the Project Sunshine One only in the manner provided in Clause 6.1 above.

18. OWNER'S/ PROMOTER'S RIGHT TO MORTGAGE OR CREATE A CHARGE:

Without adversely affecting the rights and interest of the Allottee/s in respect of the said Apartment under this Agreement, in case the Owner/ Promoter raise finance, loan from any financial institutions/Bank by way of mortgage / charge/ securitization of receivables or in any other mode or manner by creating charge/ mortgage of the Project Sunshine One /Project Sunshine One Land/ the Total Project/ Total Project Land, such mortgage shall be subject to the condition that the rights and interest of the Allottee/s in respect of the Apartment under this Agreement shall not be affected and the Allottee/s shall be entitled to take loan from any Bank/ Financial Institution for purchase of the said Apartment and the said Apartment shall be

free from all encumbrances at the time of registration of the Sale Deed of the said Apartment. For the purpose of the same the Promoter shall provide necessary NOCs etc. as may be required by the Allottee/s at the time of execution of the Sale Deed.

19. APARTMENT OWNERSHIP ACT:

- 19.1. The Allottee/s hereby agree/s and undertake/s to become a member/s of the Owners' Association, formation of which shall be enabled or facilitated by the Promoter in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972 (as amended from time to time) and rules, regulations and bye-laws framed thereunder for Project Sunshine One and sign and execute all applications for membership and other papers, bye-laws and documents as may be necessary to form the Association and/or run the said Association. The Allottee/s shall observe and comply with all the bye-laws and rules & regulations of the said Owners' Association.
- 19.2. It is expressly clarified that the said Owners' Association, upon its formation and handover of the Common Areas and Facilities of the Project Sunshine One by the Promoter after the completion of Project Sunshine One, shall be responsible for the management, maintenance, upkeep, security, administration and control of the Common Areas and Facilities of the Project Sunshine One and for collecting Core Maintenance Charges for up-keep and maintenance of all Common Areas and Facilities of the Project Sunshine One. In the event of formation of a single association for all phases, the Owners' Association shall also be responsible for upkeep and maintenance of the common areas and facilities for all the phases of the Total Project.

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due with the execution of Agreement as stipulated in the Payment Schedule. Upon such execution and payment by the Allottee, the Agreement shall forthwith become binding on the Parties.

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, whether written or oral, if any, between the Parties in regard to the said apartment.

22. RIGHT TO AMEND:

This Agreement may only 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 Sunshine One shall equally be applicable to and enforceable against and by any subsequent Allottee/s 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 A LIMITATION TO ENFORCE:

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

24.2. Failure on the part of the Parties to enforce at any time or for any period of time, the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision. Accordingly, any waiver by any party shall be in writing.

25. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/(s) in Project Sunshine One, the same shall be the proportion which the Built up Area of the Apartment and bears to the total Built up Area of all the Apartments and in the Project Sunshine One. In the event the proportionate share has to be calculated on the basis of Carpet Area, all the payments to be made on the basis of proportionate share shall be modified accordingly.

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 completed only upon its execution by the Promoter through its authorized signatory and by the Allottee/s at the place as informed by the Promoter. Thereafter the Agreement shall be registered at the office of the concerned Registry Office. Hence this Agreement execution shall be deemed to have been completed on the date of execution at_____.

29. NOTICES:

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

_____Name of Allottee/S
_____(Allottee/S Address)

M/s_____Promoter name
_____(Promoter Address)

It shall be the duty of the Allottee/s 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/s, as the case may be.

30. JOINT ALLOTTEES:

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

Allottee/s 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/s in respect of the Apartment prior to the execution and registration of this Agreement for Sale for such Apartment shall not be construed to limit the rights and interests of the Allottee/s under the Agreement or under the Act or the rules or the regulations made thereunder.

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 thereunder including other applicable laws of India for the time being in force.

33. DISPUTE RESOLUTION:

33.1. Subject to Clause below, in the event of dispute with and/or default by the Promoter, the Allottee/s is/are entitled to enforce the law in force for the time being to resolve the said dispute. Similarly, in the event of dispute with and/or default by the Allottee/s, the Promoter shall be entitled to enforce the law in force for the time being to resolve the said dispute and/or take action as per this Agreement.

33.2. In the event of breach of the terms of this Agreement for Sale or in the event of any differences or disputes arising between the parties in regard to this Agreement or any matter relating thereto, the same shall be resolved in the manner provided in the Act and the Rules made therein.

[We have hereinafter inserted other terms and conditions as per the contractual understanding between the parties. However, such additional terms and conditions 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.]

34. GENERAL:

34.1. The Allottee/s may obtain finance from any financial institution/bank or any other source but the Allottee/s's obligation to purchase the Apartment pursuant to this Agreement shall not be contingent on the ability or competency of the Allottee/s to obtain such financing and the Allottee/s shall remain bound by this Agreement whether or not he/she/they/it has/have been able to obtain financing for the purchase of the Apartment. The Promoter shall have the first lien and charge on the Apartment to be constructed by the Promoter under the terms of this Agreement and its possession shall lie with the Promoter until all payments are made to the Promoter by the Allottee/s under this Agreement.

34.2. The Promoter has prior to this day, made available the photo copies of the deeds and documents of title, building plans and approvals, Development Agreement with the Owner, Debenture Trust Deed along with documents evidencing creation of first and exclusive mortgage over the Total Project Land without possession in favour of Axis Trustee Services Limited acting on behalf of Kotak India Affordable Housing Fund - I, and the Allottee/s has/have understood, evaluated and is satisfied himself about the title of the Promoter to the Project Sunshine One Land, satisfied himself about the approvals, designs, specifications, quality of construction, concept etc., of Project Sunshine One.

34.3. The Allottee/s confirm/s that he/she/they/it has/have carefully read the conditions of this Agreement and has/have understood his obligations, liabilities and limitations as set forth herein and has/have neither relied upon nor been influenced by any marketing Brochure, e-mails, advertisements, representations of any nature whatsoever whether written or oral. The Allottee/s upon being satisfied as aforesaid and relying upon his own judgment and

investigation(s), has/have executed this Agreement for purchasing the Apartment.

- 34.4. All interior related works that the Allottee/s may take up on his own can be taken up only after handing over of possession of the Apartment to the Allottee/s by the Promoter . The Allottee/s shall carry out interior works on all days except Sundays during the day time between 9 A.M. and 6 P.M. The Allottee/s shall be fully liable and responsible to clear at their cost the debris generated. The Promoter does not owe any responsibility for any breakages, damages caused due to such interior work. The Promoter shall not be liable for any thefts during the course of such interior works. Allottee/s shall be responsible for any damage to the Common Areas and Facilities of the Project Sunshine One or of any other phase of the Total Project or the property of any third party during the execution of the above work.
- 34.5. The Promoter is entitled to reserve such number of apartments and Parking space(s) in Project Sunshine One as they may deem fit in for utilizing the same as service/transit Apartments by permitting the use of the same on daily/monthly/annual basis and exploit the income therefrom. The Allottee/s and/or the persons claiming through or under him/her/them/it shall not have the right to object or come in the way of the Promoter and the Promoter can also appoint any third party to run such activities of service/transit Apartments.
- 34.6. All rights and remedies of Owner/ Promoter under this Agreement shall be in addition to all other legal rights and remedies belonging to Owner/ Promoter and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies as aforesaid and it is hereby expressly agreed that the cancellation of Allotment for any cause whatsoever shall be without prejudice to any and all rights and claims of Promoter , which shall or may have accrued prior thereto.
- 34.7. The Allottee/s shall not alter or subscribe to the alteration of the name of the Project Sunshine One or the Towers as may be assigned by the Promoter . Further the Allottee/s shall not put up any name plate, sign board, neon sign, publicity or advertisement material in the Common Areas and Facilities of the Project Sunshine One or the Common Areas and Facilities of the Total Project and shall not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design, with a view to maintain uniform aesthetics.
- 34.8. The original title deeds and other title related documents pertaining to Project Sunshine One Land as well as several other approvals of Project Sunshine One will be retained by the Owner at all times. A copy of the relevant documents will be handed-over to the Association at the time of handover of of the Common Areas and Facilities of the Project Sunshine One.
- 34.9. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or applicable requirements of Applicable Laws, such provision or part shall to that extent be deemed not to form part of this Agreement, and the legality and enforceability of the remainder of this Agreement shall not be affected.
- 34.10. If, due to any change in the Applicable Laws or rules or regulations or their interpretation by legislative body, any court of law or any other governing authority having jurisdiction subsequent to the date of this Agreement, performance of any provision of this Agreement contemplated herein becomes, inoperative, unenforceable, illegal, impracticable or impossible of performance, the Parties hereto agree that they shall use their best efforts to enter into such supplementary agreement or documentation as may be necessary to amend, modify the Agreement to make in accordance with such Applicable Laws, and find and employ such suitable means to achieve the same or substantially the same result as that contemplated by such Applicable Laws. In such event the Parties acknowledge and agree that enforceable provisions of this Agreement along with such supplementary agreement as entered by the Parties hereto, in order to give effect to such changes in Applicable Laws, shall supersede and prevail over such prior understanding of the Parties in the Agreement, which has been rendered illegal, invalid, unenforceable and impossible of performance.
- 34.11. **“Force Majeure Events”** shall mean and include any event or circumstance beyond the reasonable control of the Promoter which prevents the Promoter from performing any or all of its obligations under this Agreement and shall include the following:

- (a) Act of war, hostilities (whether war be declared or not), invasion, act of foreign enemies, armed conflict, blockade, embargo, revolution, rebellion, riot, civil commotion, civil war, civil disorder, act of terrorism, insurrection or sabotage;
 - (b) Any act, rules, regulations, notifications, circulars, bye-laws of any Governmental Instrumentality including any Local Authority, State, or Central Government of India or any department, instrumentality or agency thereof which may have a materially adverse effect on the development of the Project Sunshine One/Total Project;
 - (c) any delay in obtaining or failure to obtain any approval, sanction, renewal, revalidation from the authorities concerned not arising as a result of default of the Promoter;
 - (d) Amendment of any law, rule or regulation, notification or the issue of any injunction, court order or direction by any Governmental Authority that prevents or restricts a party from complying with the terms or conditions of the agreement or any litigation concerning or affecting the Project Sunshine One or Total Project or Project Sunshine One Land or Total Project Land;
 - (e) Flood, cyclone, lightning, earthquake, drought, storm or any other calamity caused by nature;
 - (f) Epidemic, famine;
 - (g) Fire, explosion or accident leading to breakage of facilities, plant or equipment or chemical contamination thereof;
 - (h) Any unforeseen circumstances or conditions or event beyond the reasonable control of the Promoter .
 - (i) Any other circumstances as may be notified by the Competent Authority;
- 34.12. No decision or exercise of discretion / judgment / opinion/ approval of any matter arising out of or contained in this Agreement shall have the effect of amending this Agreement until expressly agreed in writing.
- 34.13. The Allottee/s will abide by the terms and conditions of this Agreement and Applicable Laws. In the event of a breach, contravention or non-compliance of any of the terms of this Agreement by the Allottee/s ,the Allottee/s shall be held solely liable for all the consequences of breach, contravention or non-compliance of any of the terms as provided under this Agreement or otherwise in any other document executed pursuant to this Agreement. If any loss, expense or damage is caused to the Promoter due to any act or negligence of the Allottee/s , the Allottee/s shall indemnify the Promoter for such loss, expense or damage incurred by the Promoter on account of such act or negligence by the Allottee/s .
- 34.14. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee/s shall not be construed as a waiver on their part as any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/s nor shall the same in any manner prejudice the right of the Promoter .
- 34.15. The Promoter and its affiliates, officers, directors, employees, agents, members, servants shall not be liable for any direct, indirect, punitive, incidental or consequential loss, claim, demand or damage suffered by any person due to loss of documents, delay in postal services and any other eventualities beyond the control of the Promoter and its affiliates, officers, directors, employees, agents, members, servants.
- 34.16. Any notice or correspondence to be sent to Promoter or Allottee/s under this Agreement shall be addressed and sent to the Allottee's respective addresses mentioned in this Agreement/ Application Form if addressed and sent by courier or by personal delivery or registered post with acknowledgement due and not in any other form.The Promoter or Allottee/s sending notice/correspondence is not responsible for non-delivery due to change in the address if the Promoter or Allottee/s changing the address has not intimated in writing the change of address. In case there are joint Allottees all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by the Allottee/s which shall for all intents and purposes be considered as properly served on all the Allottee/s.
- 34.17. Any modification or amendment of any of the provisions of this Agreement in order to be valid shall be in writing and signed by all the Parties hereto. The parties hereby also agree that time shall be the essence of this Agreement and each party shall abide by the timelines mentioned

hereinabove.

- 34.18. In the event of any conflict between the provisions of TOA (including any correspondences), the Allotment Letter or any other document and this Agreement, the provisions of this Agreement (together with any amendments or modifications thereof), shall prevail.
- 34.19. This Agreement is a standard template of the agreement for sale for Project Sunshine One. The Allottee is made aware that the final agreement for sale may be subject to further modification/alteration/addition. The Allottee/s is/are therefore required to read and acquaint themselves with the terms and conditions of the final agreement for sale before execution.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint allottees)

Signature _____
Name _____
Address _____

Please affix
photographs
and sign across
the
photograph

Signature _____
Name _____
Address _____

Please affix
photographs
and sign across
the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter :

Signature _____
Name _____
Address _____

Please affix
photographs
and sign across
the
photograph

At _____ on _____ in the presence of

WITNESSES :

Signature _____
Name _____
Address _____

Signature _____
Name _____
Address _____

SCHEDULE 'A'

PART I : "TOTAL PROJECT LAND- (PHASE II" OF SHRIRAM GRAND CITY)

Sl.NO	L.R. Dag No.	Mouza	J L No.	Land demarcated
1	4474(P)	Konnagar	7	11.56
2	4473			1.91
TOTAL				13.47
1	1887	Khordabahera	6	0.75
2	1888			0.36
3	1889			0.09
4	1894			1.93
5	1895			0.08
6	1896			2.83
TOTAL				6.04
TOTAL				19.51

butted and bounded in the manner as follows:

East by: - By Plot No. 4474(P);

West by: -By plot Nos. 1887(P), 1888(P), 1889(P), 1893(P), 1894(P), 1895(P), 1896(P);

North by: - By others Land;

South by: - By 4474(P), 1902;

PART- II: "PROJECT SUNSHINE ONE LAND"

All That piece and parcel of land measuring about **6.636** acres comprised in LR Dag No.4474 (p) in Mouza Konnagar, under L.R. Khatian no. 11976, Police Station -Uttarpara, District -Hooghly, and LR Dag No1896 (p), in Mouza Khordabahera, under L.R. Khatian no. 1808, Police Station -Uttarpara, District -Hooghly within the ambit of the Kanaipur Gram Panchayat, the details of which are given hereinbelow:

Sl.NO	L.R. Dag No.	Mouza	J L No.	Land demarcated
	4474(P)	Konnagar	7	5.533
	1896 (P)	Khordabahera	6	1.103
TOTAL				6.636

PART- III: " PROJECT SUNSHINE ONE"

Project Sunshine One shall have 5 (Five) multi-storied Towers, each having Ground + 18 upper floors comprising of 1192 residential apartments along with such Common Areas and Facilities of the Project Sunshine One, as more particularly described in Part I and Part II of **Schedule E** hereunder written.

PART- IV: “APARTMENT”

ALL THAT a residential apartment No. -----having the area description appearing in the Table below and located on the ----- of **Tower** - ----- of Project Sunshine One:

TABLE: AREA DESCRIPTION OF THE APARTMENT

Super Built-up Area (in Sq. Ft.)	Built-up Area (in Sq. ft.)	Carpet Area (in Sq. ft.)	Exclusive Balcony (in Sq. ft.)

ALONG WITH exclusive, perpetual, transferable and heritable right to park a vehicle in ----- designated Parking Space(s) **TOGETHER WITH** the undivided, proportionate right to use the Common Areas and Facilities of the Project Sunshine One (described under Part I, and Part II of Schedule E) and the Common Areas and Facilities of the Total Project, if any, in common with the allottees/lawful occupants of other apartments comprised in Project Sunshine One and the Total Project (which shall be handed over to the Association formed for Project Sunshine One in case of Common Areas and Facilities of the Project Sunshine One and to the Association for the Total Project in respect of the Common Areas and Facilities of the Total Project as and when the same is completed by the Promoter) **AND TOGETHER WITH** the proportionate undivided, indivisible, impartible share in Project Sunshine One Land. The Apartment is delineated in the concerned Floor Plan annexed hereto which is marked as **Schedule B** and duly bordered thereon in '**RED**'.

SCHEDULE 'B'

FLOOR PLAN OF THE APARTMENT:

SCHEDULE 'C'

[Payment Schedule as per terms agreed with the Allottee - To be provided at the time of execution of this Agreement]

SCHEDULE 'D'

SPECIFICATIONS OF PROJECT SUNSHINE ONE

1. Structure

- 1.1 Structure- RCC Pile foundation
- 1.2 Super Structure – RCC Frames & suitable alternative

2. Masonry (Wherever required)

- 2.1 Brick or Light weight Concrete / Fly-ash blocks in Cement Mortar at select locations

3. Plastering

- 3.1 Cement Mortar (Wherever required)

4. Painting

- 1.1 Internal Wall – PoP putty with a coat of Primer
- 1.2 Internal Ceiling – PoP putty with coat of Primer
- 1.3 External Wall & Ceiling – Cement based paint
- 1.4 On metal surfaces – Enamel paint

5. Tiling – on Floors

- 5.1 Units - Living, Dining, Bedrooms, Kitchen - Vitrified Tiles
- 5.2 Units – Balcony – Ceramic tiles
- 5.3 Units - Toilets – Ceramic tiles
- 5.4 Common Area Passages - Ceramic tiles
- 5.5 Stairs & Other locations – Cement flooring
- 5.6 Ground Floor Common Facilities – Cement flooring

6. Tiling – on Walls

- 6.1 Units - Kitchen – Up to 2'0" from cooking platform – Ceramic tiles
- 6.2 Units - Toilets – Up to 7'0" from floor – Ceramic tiles
- 6.3 Lift fascia at Lobby – Tile Finish or suitable alternative

7. Kitchen Counter

- 7.1 Granite top over M.S bracket support

8. Plumbing

- 8.1 Water supply, Drainage & Sewage – PVC/CPVC/UPVC pipes or equivalent
- 8.2 Sewage line – DWC HDPE or equivalent as per designer's recommendations.

9. Sanitary

- 9.1 Water closets – EWC of standard quality
- 9.2 Wash Basins – standard quality
- 9.3 Fixtures – CP of standard quality
- 9.4 Kitchen Sink – Stainless steel – Single bowl of standard quality

10. Joinery

- 10.1 Entrance Door frame – Hard wood/ alternative material.
- 10.2 Other Door Frames – Hard wood/ alternative material.
- 10.3 Entrance Door Shutter – Flush door with enamel paint
- 10.4 Toilet Door Shutters & frames - PVC
- 10.5 Balcony Doors & frames – Aluminium swing or sliding /PVC
- 10.6 Other Door Shutters – Flush door
- 10.7 Windows – Aluminium sliding shutters
- 10.8 Ventilators in toilets – Aluminium frame with Glass louvers

11. Handrail

- 11.1 MS with enamel painted

12. Electrical

- 12.1 Fittings of standard quality
- 12.2 Wiring – standard quality

13. Power Backup through DG (Limited) in the following areas:

- 13.1 Tower entrances
- 13.2 Staircases
- 13.3 Corridor, lift lobby
- 13.4 Open parking (Limited)
- 13.5 Internal driveways (Limited)
- 13.6 Security check point
- 13.7 Club (Limited)
- 13.8 MLCP (Limited)
- 13.9 Open areas (Limited)
- 13.10 Services/ maintenance rooms (Limited)
- 13.11 Lift
- 13.12 Community hall (Limited)
- 13.13 Within apartments (Limited)

14. Lift

- 14.1 3 Nos per tower – standard quality

SCHEDULE 'E'

COMMON AREAS AND FACILITIES OF THE PROJECT SUNSHINE ONE

PART I - "COMMON AREAS"

- 1. The foundations, columns, girders, beams along with all structural and other components necessary or convenient for the existence, maintenance and safety of each Tower in the Project Sunshine One.
- 2. The staircases, lifts, corridors, extended slabs, staircase and lift lobbies, fire escapes, roof, mummy, parapet, entrances and exits of each Tower in the Project Sunshine One.
- 3. Ground Floor facilities such as entrance lobby, toilets (gents/ladies), fire control room, communication room, electrical meter room, LT/HT room, maintenance/store room, in each Tower of the Project Sunshine One
- 4. Installations of central services such as electrical power supply system, water supply system, sewage collection & disposal system, storm water drainage sanitation system, rain water harvesting system, fire-fighting system, communication system, power back-up system (DG) and in general, all apparatuses connected with installations existing for common use.
- 5. Overhead water tanks, underground water reservoir, sumps.
- ~~6.~~ Fire Refuge Terraces on 8th and 13th Floors
- 7. Driveways, ramps and pedestrian pathways.
- 8. Boundary of the Project Sunshine One Land including entry/exit gates of the Project Sunshine One along with security cabins.
- 9. Landscaped garden.
- 10. Visitors' parking areas.
- 11. All other areas, parts, portion of the Project Sunshine One necessary or convenient for its maintenance, safety etc. and in common use.

PART II - "COMMON UTILITIES, FACILITIES & AMENITIES"

1. Common Utilities & Services (Limited to Project Sunshine One)

- 1.1. Electrical Power Supply system
- 1.2. Water Supply system
- 1.3. Sewage Collection & Disposal system
- 1.4. Storm water drainage & sanitation system

- 1.5. Rain Water Harvesting system
- 1.6. Fire Fighting system
- 1.7. Solar Lighting system (Select locations)
- 1.8. Communication system
- 1.9. Power back-up system through DG (Limited areas)

2. Common Facilities (Limited to Project Sunshine One)

- 2.1. Entry Plaza
- 2.2. Vertical Transport – lifts, staircases and suitable ramps for people with special needs
- 2.3. Electrical Meter Room
- 2.4. Fire Control Room
- 2.5. Security Room
- 2.6. LT Panel Room
- 2.7. Maintenance cum Store Room
- 2.8. Communication Hub Room
- 2.9. Ladies & Gents Toilet
- 2.10. Complex Entrance Gates & Security Booth
- 2.11. Parking Spaces for Visitors
- 2.12. Drive ways & Walk ways
- 2.13. Traffic Signages
- 2.14. Drop-Off Plaza
- 2.15. Guard room/ Gate goomty

3. Common Amenities (Limited to Project Sunshine One)

- 1.1 Sports Facilities
- 1.2 Lesiure / Seating Facilities
- 1.3 Walkways
- 1.4 Community Spaces
- 1.5 Thematic Landscapes & Gardens
- 1.6 Zones specific to Age groups (Kids – Senior Citizens)