

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is executed on the.....day of..... (Month)
20.....(Year)

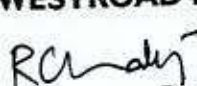
BY & BETWEEN

WESTROAD HOUSING LLP. (PAN - AADFW0259Q) Identification No.AAN4524, incorporated Under Section 12(1) of the limited liability Partnership Act, 2008, Having its Registered Office at 73/B, Jessore Road (South), P.O. Hridaypur, P.S. Barasat, Kolkata - 700127, District : North 24 Parganas, hereafter called and referred to as the **VENDOR / DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to include its executors, administrators, attorneys ,legal heirs, legal representatives and assigns), of the **FIRST PART**.

AND

Mr./Mrs..... (Aadhar No.....), son/daughter of....., aged about..... years, residing at..... (PAN.....). Hereinafter called & referred to as the **ALLOTTEE / PURCHASERS** (which term or expression unless excluded by or repugnant to the context shall mean & include their legal heirs,

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successors, Administrators, executors, legal representatives, assignees etc.) of the SECOND PART. The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party"

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

(a) "**Act**" means the West Bengal Housing Industry Regulation Act, 2017 (Act. XLI of 2017);

(b) "**Rules**" means the West Bengal Housing Industry Regulations Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;

(c) "**Regulations**" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;

(d) "**Section**" means a section of the Act.

(e) Words defined in **Schedule** shall have the meaning mentioned therein.

WHEREAS

A. The Developer/Promoter is the absolute and lawful owners of the Land measuring **88.22 decimal** by way of lawful gift/ purchase together with structures standing thereon appertaining to **Mouza -Baluria, J.L. No.37,**

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comprising in R.S. Khatian Nos. 363, 202, 211, 495 and 275 corresponding to **L.R. Khatian No. 1669, 1501 and 1180** comprising of **L.R. and R.S. Dag Nos. 712, 713, 714, 716 and 694** and land area in each as described in the schedule 'A' below, within the limits of Barasat Municipality ward No.26 **new Ward no. 5, Holding No. 1394 Barrackpur Road**, P.S.-Barasat, District: North 24-Parganas, Kolkata-700125 vide amalgamation certificate under MEMO No. BM/A/AML/18-19 dated 13.09.2018

[Described in **Schedule A**. The documents relating to the ownership/title of the said Land area listed in **Schedule A (i)** hereto.]

B. The Land Owners namely ABDUL HAMID (PAN – AGIPH 4890D), ABDUL SAHID (PAN - BHAPS 7489B) , ABDUL RASHID (PAN- AIDPR 8220N)For the purpose of Developing the aforesaid property or properties one **Agreement for Development** was executed by and between the and the Developer on **14th day of December 2018**, and the said Development Agreement was registered in the office of the **District Sub-Registrar-III, Barasat, North 24- Parganas** and which was recorded in Book No. I, Volume No. 1525/2018, Pages from 291104 to 291169, **Being Deed No.152510468 for the year 2018**

C. Subsequently on the basis of the said Development Agreement the said Owners executed and registered one **Development Power of Attorney** unto and in favor of the said Developer and which was registered before the District Sub-

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Registrar-III, North 24-Parganas and recorded in Book No. I, Volume No. 1525/2018 Pages from 293168 to 293208, **Being Deed No.152510564 for the year 2018.**

D. The said Land is earmarked for the purpose of building a residential project presently comprising of Phase I and Phase II having multi-storied residential apartment buildings and the Project has been named as **"WESTROAD HEIGHTS"**

E. The Promoter/Developer is fully competent to enter in to this Agreement.

F. The Barasat Municipality has granted the building plans to develop the project vide approval dated 12th July, 2019 bearing sanction no **1433** dated **12.06.2019.**

G. The Promoter/Developer has obtained the sanctioned Plans for the Project from the Barasat Municipality. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.

H. The Promoter/Developer has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at WB HIRA Office, Kolkata on.....under registration no.....

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- I. The Allottee had applied for an apartment in the Project and has been allotted on the General Terms and Conditions agreed between the parties All That the said Apartment Unit described in **Schedule B** and the floor plan of the said Apartment is annexed hereto and marked as **Annexure 1**;
- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- K. The Promoter/Developer is known as **WESTROAD HOUSING LLP. (PAN - AADFW0259Q)** Identification No.AAN4524 incorporated Under Section 12(1) of the limited liability Partnership Act, 2008.
- L. The Allottee has independently examined and verified or caused to be examined and verified and is fully aware of and thoroughly satisfied about the following:
- (i) The ownership and title of the Premises and the documents relating thereto;
 - (ii) The Plans sanctioned by the Municipality and has the necessary approvals and permissions;
 - (iii) The right, title, interest and entitlement of the Promoter in respect of the Premises;
 - (iv) The Phase-wise development of the Project and

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(v) The Carpet Area, Built-up Area and the Saleable (Super Built-up) Area of the said Apartment.

M. The Allottee undertakes and covenants not to raise henceforth any objection or make any requisition regarding the above and also waives the right, if any, to do so.

N. The parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the Project.

O. 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;

P. 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 said Apartment Unit described in **Schedule B**.

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1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the **Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase**, the said Apartment Unit described in **Schedule B**.

1.2 The Total Price/Agreed Consideration for the said Apartment Unit based on the carpet area thereof is Rs.) only (**"Total Price/Agreed Consideration"**) as per details mentioned in **Schedule C**:

1.2.1 Subject to the terms and conditions as detailed in this Agreement, the **Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase**, the said Car Parking Space described in **Schedule B (i)**.

1.2.2 The Total Price/Agreed Consideration for the said Car Parking Space based on the carpet area thereof is Rs.) only (**"Total Price/Agreed Consideration"**) as per details mentioned in **Schedule C**.

1.2.3 Subject to the terms and conditions as detailed in this Agreement, the **Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase**, the said Commercial Space described in **Schedule B (ii)**.

1.2.4 The Total Price/Agreed Consideration for the said Commercial Space based on the carpet area thereof is Rs.) only (**"Total Price/Agreed Consideration"**) as per details mentioned in **Schedule C**:

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Explanation:

- (i) The Total Price including additional charges mentioned **Schedule E** above includes the booking amount paid by the Allottee to the promoter towards the said apartment;

- (ii) The Total Price above excludes Taxes (consisting of tax paid or payable by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project, by whatever name called) up to the date of handing over the possession of the said Apartment to the Allottee and/or the Project to the Association of allottees i.e. owner's association after obtaining the completion certificate from the authority;

Provided that all the applicable Taxes shall be payable by the Allottee to the Promoter;

- (iii) The Promoter shall periodically intimate in writing to the Allottee the amount of the instalments of the Total Price payable as stated in Schedule C above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the

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acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

- (iv) The Total Price of the said Apartment includes the proportionate share in land and Common Areas as mentioned in this Agreement.

1.3 The Total Price is escalation free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time and/or increases as may be otherwise agreed. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

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

1.5 It is agreed that the Promoter/Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule D** in respect of the said Apartment, without the previous written consent of the

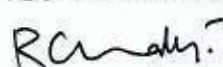
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R. Anandhi. Anu Sharma
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Allottee as per the provisions of the Act and the Promoter may charge, additional amounts for such modifications as may be agreed with the Allottee provided that the Promoter may make such minor additions or alterations as may be required and requested by the Allottee.

1.6 The Promoter/Developer shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the Occupancy/Completion Certificate is granted by the Municipality, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the **Promoter shall refund the excess money paid by Allottee within forty-five days** with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in "**Schedule C**". All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.

1.7 Subject to the Allottee not committing any default in terms of this Agreement including under Clause 9.3, the Promoter/Developer agrees and acknowledges, the Allottee shall have the right to the said Apartment Unit as mentioned below:

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- (i) The Allottee shall have exclusive ownership of the said Apartment and the right to use the said Parking Space described in **Schedule B** and
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share or interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other Apartment Owners, occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and subject to making timely payment of the maintenance charges, municipal taxes and other liabilities. It is clarified that the Promoter shall hand over the Common Areas to the association of allottees after duly obtaining the completion/ Occupancy Certificate from the Municipality phase wise as provided in the Act;
- (iii) That the computation of the price of the said Apartment includes recovery of price of land and construction of not only the said Apartment but also the Common Areas and includes cost for providing all facilities, amenities and specifications to be provided within the said Apartment and the Project as mentioned in **Schedule D**. The Allottee has also agreed to make timely payment of the additional Charges/liabilities and deposits mentioned in **Schedule E**. The Additional

Charges/Liabilities and Deposits are an integral part of the transaction and non-payment/delayed payments thereof shall also result in default on the part of the Allottee and the consequences mentioned in Clause 9.3 shall follow.

1.8 It is made clear by the Promoter/Developer and the Allottee agrees that the said Apartment Unit shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent self contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other previous project in its vicinity or otherwise except as agreed in Clause 17. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of all the present and future Allottees of the Project.

1.9 The Promoter/Developer agrees to pay all outgoings relating to the said Apartment Unit before transferring the physical possession of the said Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including proportionate land cost, ground rent, municipal or other local taxes, charges for water or electricity maintenance charges, repayment of mortgage loan taken by the Promoter and interest on such mortgages or other encumbrances on the said Apartment Unit and such other proportionate liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to

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pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the said Apartment Unit to the Allottee, then the Promoter agrees to be liable, even after the transfer of the said Apartment Unit, 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 thereof by such authority or person.

1.10 The Allottee has paid a total sum of Rs./- (**Rupees**) **as booking amount being part payment towards the Total Price of the said Apartment/Unit** at the time of application and/or thereafter, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the said Apartment Unit as prescribed in the Payment Plan mentioned in "**Schedule C**" whether demanded by the Promoter or not, within the time and in the manner specified therein;

Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate of 10% per annum on due/outstanding amount.

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2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones **subject to Force Majeure and reasons beyond control**, the Allottee shall make all payments, whether demanded by the Promoter or not, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/banker' cheque or online payment (as applicable) in favor of the Promoter/Developer payable at Kolkata.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if residing outside India, shall intimate the same in writing to the Promoter/Developer and be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under, The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter/Developer accepts no responsibility in regard to matters specified in Clause 3.1 above. Under no circumstances shall the Promoter be

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liable or responsible for any delay, default, non-compliance or violation by the Allottee.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME OF ESSENCE:

The Promoter/Developer shall take steps to abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the said Apartment Unit to the Allottee and the relevant Common Areas to the association of allottees. Similarly, the Allottee shall make timely payments of the installments and other dues payable by him and comply with the other obligations under this Agreement as provided in Schedule "C".

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the said Apartment and accepted the floor plan which has been approved by the Barasat Municipality, the Total Price & payment plan mentioned in **Schedule C** and

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RC Mahajan *Amrinder Singh*
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the Additional Charges/ liabilities and Deposits mentioned in **Schedule E** and the specifications, the Common Areas, amenities and facilities mentioned in **Schedules D**. The Promoter shall develop the said Apartment in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms of this Agreement, the Promoter undertakes to strictly abide by such plans approved by the Municipality and shall also strictly abide by the bye-laws, FAR and provisions prescribed by the Municipality and shall not have an option to make any variation /alteration/modification in such plans, other than in the manner provided under the Act and this Agreement, and breach of this term by the Promoter/Developer shall constitute a material breach of the Agreement.

6.1 Besides the additions and alterations permissible under the Act and/or Rules, the Allottee has consented to and/or hereby irrevocably consents of the 2/3 flat owners that the Promoter/Developer may make modifications, additions and alterations within permissible and/or prevailing norms regarding the construction and the specifications of the Buildings,. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price and that the total number of Common Areas mentioned in Schedule D shall not be reduced to the detriment of the Allottee.

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Anu Shrivastava
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6.2 The decision of the Architects regarding the quality and specifications of the materials and the workmanship regarding construction shall be final and binding on the parties.

6.3 Besides the additions and alterations permissible under the Act and/or Rules, the Allottee has consented to and/or hereby irrevocably consents of the 2/3 flat owners that the Promoter/Developer may make modifications, additions and alterations within permissible and/or prevailing norms regarding the construction and the specifications of the Buildings,. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price and that the total number of Common Areas mentioned in Schedule D shall not be reduced to the detriment of the Allottee.

6.4 The decision of the Architects regarding the quality and specifications of the materials and the workmanship regarding construction shall be final and binding on the parties.


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Anu Shukla
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7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said apartment – The Promoter/Developer agrees and understands that timely delivery of possession of the said Apartment to the Allottee/Purchaser and the Common areas of the Real Estate Project to the association of Allottees/ Purchasers (upon its formation and registration) is the essence of the Agreement. The Promoter assures to hand over possession of the said Apartment along with ready and complete common areas of the Real Estate Project (as specified in Schedule E below) with part specifications (as provided in Schedule D below)

In complete habitable condition and possession of apartment of Building unless there is delay or failure due to War, Flood, drought, fire, cyclone, earth-quake or any other calamity caused by nature affecting the regular development of the Real Estate Project (Force Majeure and due to reasons beyond control). If, however, the completion of the Real Estate Project is delayed due to the Force Majeure and due to reasons beyond control conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment. The Possession Date has been accepted by the Allottee. However, if the Said Apartment is made ready prior to the Completion Date the Allottee undertake(s) and covenant(s) not to make or raise any objection to the consequent pre-payment of his/her/their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan.

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7.2 Procedure for taking possession - The Promoter, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Said Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate subject to payment of all amount due and payable additional common maintenance charges under this Agreement and Registration of the deed of Conveyance. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges (as provided on Schedule E below) as determined by the Promoter/association of allottees, as the case may be from the date of the issuance of the completion certificate for the Project. The promoter/Developer shall hand over the photocopy of completion certificate of the project to the allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take possession of Apartment - Upon receiving a written intimation from the Promoter as mentioned in Clause 7.2 above, the Allottee shall take possession of the Said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Said Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2 above, such Allottee shall continue to be liable to pay interest on amount due and payable in terms of this Agreement, maintenance charges, municipal tax and other outgoings and further holding charges, being equivalent to 2 (two) times the

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maintenance charges, for the period of delay after the lapse of 6 (six) months from the date of issuance of possession notice of the Said Apartment shall become applicable.

7.4 Possession by all the Allottee – After obtaining the completion certificate and handing over physical possession of the apartments comprised in the Real Estate Project to the allottees, it shall be the responsibility of the Promoter/Developer to hand over the necessary documents and plans, including common areas of the Real Estate Project (as specified in Schedule E below) to the association of allottees, upon its formation and registration; Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas of the Real Estate Project (as specified in Schedule D below) to the association of Allottees within thirty days after formation and registration of the association of allottees.

7.5 Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act.

Provided that where the allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit 30% of consideration amount including booking amount for the allotment Upon registration of the deed of cancellation in respect of the Said Apartment and Appurtenances and upon resale of the Said Apartment and i.e. upon the Promoter subsequently selling and transferring the said Apartment and Appurtenances to another allottee and receipt of the sale price thereon, the Promoter shall after adjusting the booking amount, refund to the Allottee, the balance amount, if any of the paid-up total price and after also deducting interest on any overdue

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payments, brokerage/referral fees, administrative charges as determined by the Promoter/Developer and exclusive of any indirect taxes, stamp duty and registration charges. Further in case of a falling market the amount refundable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Apartment to another allottee and the purchase price of the Allottee, if the current sale price is less than the purchase price. The Allottee shall at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter/Developer.

Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter/Developer and/or the Said Apartment and Appurtenances and the Promoter/Developer shall be entitled to deal with and/or dispose of the said Apartment And Appurtenances in the manner it deems fit and proper.

7.6 Compensation -The Owners shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Real Estate Project is being developed or has been developed, in the manner as provided under the act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event or due to reasons beyond control, if the Promoter/Developer fails to complete or is unable to give possession of the Said apartment (i) in accordance with the terms of this Agreement, duly completed by the Completion Date specified in Clause 7.1 ; or (ii) due to

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discontinuance of his business as a promoter on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Apartment, with interest at the rate prescribed in the Rules or 10% per annum including compensation in the manner as provided under the Act within forty-five days of it becoming due ;

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest amount at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due. The rate of interest will be calculated at the rate of 10% per annum.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

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

- (i) The Owners have absolute, clear and marketable title with respect of the Project Property; the requisite authority and rights to carry out development upon the Project property and absolute, actual physical and legal possession of the Project Property for the Real Estate Project.

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- (ii) The Promoter/Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project.
- (iii) There are no encumbrances upon the Project Property or the Real Estate Project save and except as expressly disclosed in the Form A Declaration uploaded in the website of the Authority ;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Project Property or the Real Estate Project save and except as expressly disclosed in the Form A Declaration uploaded in the Website of the authority ;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, the Project Property and the Said Apartment are valid and subsisting and have been obtained by following due process of law. Further, the promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project the Project Property, the said apartment, the said tower/building and Common Areas of the Real Estate Project till the date of handing over of the real Estate Project to the association of Allottees;
- (vi) The Promoter/Developer has the right to enter into this agreement and has not committed or omitted to perform any act or thing whereby the right title and interest of the Allottee created herein, may prejudicially be affected.
- (vii) The Promoter/Developer has not entered into any agreement for sale and/or any other agreement/arrangement with any person or party with respect to

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the "Said Apartment" which will, in any manner, affect the rights of Allottee under this agreement.

- (viii) The Promoter/Developer confirms that the Promoter is not restricted in any manner whatsoever from selling the said apartment to the allottee in the manner contemplated in this agreement.
- (ix) At the time of execution of the conveyance deed the Promoter/Developer shall handover lawful, vacant peaceful physical possession of the Said Apartment to the allottee and the common areas of the Real Estate Project to the association of allottees, upon the same being formed and registered;
- (x) The Project Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Project Property ;
- (xi) The Promoter/Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the completion certificate has been issued and irrespective of possession of apartment along with common Areas of the Real Estate Project (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or not.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Project Property) has been

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received by or served upon the Promoter/Developer in respect of the Project Property and/or the Real Estate Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the Force Majeure Clause and due to reasons beyond control, the Promoter/Developer shall be considered under a condition of Default, in the following events:

- (i) Promoter/Developer fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Clause 7.1 or fails to complete the real estate Project within the stipulated time disclosed at the time of registration of the Project with the authority. For the purpose of this Clause 'ready to move in possession' shall mean that the Said Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications as specified in Schedule D of this agreement, and for which completion certificate, has been issued by the competent authority.
- (ii) Discontinuance of the Promoter's/Developer's business as a promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

9.2 In case of Default by Promoter/Developer under the conditions listed above, allottee is entitled to the following:-

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RC Mahajan. Anand
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(i) Stop making further payments to Promoter/Developer as demanded by the Promoter. If the Allottee stops making payments the Promoter/Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest ; or

(ii) The Allottee shall have the option of terminating the agreement in which case the Promoter/Developer shall be liable to refund the entire money paid by the allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in clause 7.6 within forty five days of receiving the termination notice subject to allottee registering the deed of cancellation in respect of the Said Apartment and Appurtenances;

Provided that where an Allottee does not intend to withdraw from the Project or terminate the agreement, he shall be paid, by the Promoter/Developer, interest at the rate prescribed in the Rules for every month of delay till the handing over of the possession of the Said Apartment, which shall be paid by the promoter to the Allottee within forty five days of it becoming due. Further provided that the Promoter/Developer shall be entitled to get 6 months grace period according to English calendar on and from the stipulated date of giving possession to the Allottee after which only clause 7.6 herein above regarding compensation will come into force and effect.

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

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- (i) In case the Allottee fails to make payment to the Promoter/Developer as per the payment plan annexed hereto, despite having been issued notice in that regard, the allottee shall be liable to pay interest to the Promoter/Developer on the unpaid amount at the rate prescribed in the Rules and or interest at the rate of 11.99% per annum on outstanding amount till date.
- (ii) In case of default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter, upon 30 (thirty) days written notice, may cancel the allotment of the apartment in favor of the allottee and forfeit the entirety of the booking amount paid for the allotment. Upon registration of the deed of cancellation in respect of the Said apartment and Appurtenances and upon resale of the Said Apartment and Appurtenances i.e. upon the Promoter/Developer subsequently selling and transferring the Said Apartment and appurtenances i.e. upon the Promoter/Developer subsequently selling and transferring the said apartment and appurtenances to another allottee and receipt of the sale price thereon, the promoter/Developer shall after adjusting the booking amount, refund to the allottee, the balance amount, if any of the paid up total Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoter/Developer

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Anand
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and exclusive of any indirect taxes, stamp duty and registration charges. Further, upon the termination of this agreement in the aforesaid circumstances, the allottee shall have no claim of any nature whatsoever on the Promoter/Developer and/or the said apartment and appurtenances and the promoter/Developer shall be entitled to deal with and/or dispose of the said apartment and appurtenances in the manner it deems fit and proper.

10. CONVEYANCE OF THE SAID APARTMENT :

The Promoter/Developer, on receipt of Total Price of the Said apartment and Appurtenances (as provided in Schedule C under the Agreement) from the allottee, shall execute a conveyance deed drafted by the Promoter's/Developer's legal advisors Mr., and convey the title of the Said apartment and Appurtenances within 3 (three) months from the date of issuance of the completion certificate to the Allottee:

However in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter/Developer to with hold registration of the conveyance deed in his/her favor

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Anu Shukla

till payment of stamp duty and registration charges and the allottee shall be bound by its obligations as more fully mentioned in Clause 7.3 of this Agreement.

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

11.1 The Promoter/Developer shall be responsible to provide and maintain essential services in the Project till the offer to the Association to take over of the maintenance of the project upon the issuance of the completion certificate of the project. The cost of such maintenance has not been included in the Total Price of the said Apartment and the same shall be paid by the Allottee as agreed with the Promoter/Developer. (Calculated from the date of obtaining Completion Certificate till Handover of maintenance of the project to the Association of allottees.)

11.2 The Promoter/Developer shall take steps for formation of the Owner's Association. Any association, company, syndicate, committee, body or society formed by any of the Apartment Owners without the participation of the Promoter/Developer shall not be entitled to be recognized by the Promoter/Developer and shall not have any right to represent the Apartment Owners or to raise any issue relating to the Buildings or the Premises. The maintenance of the Premises shall be made over to the Association within the time mentioned in the West Bengal Apartment Ownership Act, 1972 and upon such formation the Association shall be responsible for the

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maintenance of the Buildings and the Premises and for timely renewal of all permissions, licenses, etc. After handing over of the maintenance of the Premises to the Association, the Promoter/Developer shall transfer and make over the all legal documents to the Association after adjusting its dues, if any.

11.3 All the Apartment Owners including the Allottee shall become members of the Association without raising any objection whatsoever and abide by all the rules, regulations, restrictions and bye-laws as be framed and/or made applicable by the Promoter.

11.4 All papers and documents relating to the formation of the Association shall be got prepared and finalized by the Promoter/Developer and the Allottee hereby consents to accept and sign the same.

11.5 The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.

11.6 All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by all Apartment Owners of the Buildings including the Allottee herein.

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Ramkrishna
[Signature]
Designated Partner

11.7 The rights of the Promoter/Developer, the Maintenance Agency and the Association relating to certain matters are more fully specified in **Schedule G** and the Allottee has irrevocably agreed to be bound by the same.

11.8 The Allottee shall from the Date of Completion, use and enjoy the said Apartment Unit in the manner not inconsistent with the Allottee's rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Unit Owner and/or the Promoter/Developer.

11.9 The obligations and covenants of the Allottee in respect of the user, maintenance and enjoyment of the said Apartment Unit, the Car Parking Block, the Common Areas, the Buildings and the Premises including payment of Maintenance Charges, electricity charges, municipal and other taxes and other outgoings are more fully specified in Clause 15 and Schedule H and the same shall be binding on the Allottee. It is expressly made clear that from the date of issue of the Notice of Completion all costs, expenses and outgoings in respect of the said Apartment Unit including for Maintenance Charges, electricity charges, municipal taxes and other outgoings, charges, rates, taxes, levies, cess, deposits including security deposits or assessments pertaining to the said Apartment Unit, shall become payable by the Allottee notwithstanding anything to the contrary contained in Clause 15 or

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elsewhere in this Agreement. Such liability shall continue till the same is paid by the Allottee or the Agreement/ Allotment is cancelled/terminated.

11.10 The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all costs and expenses relating to the Car Parking Block (including its maintenance, operation, repair, replacement, renovation, insurance etc.,) proportionately irrespective of whether the Allottee has facility of parking thereat as also such costs and expenses may be charged from the Allottee as part of the Maintenance Charges or proportionate Common Expenses or separately as the Maintenance Agency/Association may deem fit and proper.

11.11 The maintenance charges and proportionate Common Expenses shall be paid by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use any or all of the Common Areas and also irrespective of whether or not the Allottee is granted facility of parking any number of cars in the Car Parking Block by the Promoter and any non-user or non-requirement in respect of any Common Areas or parking facility (if so granted) shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Allottee in respect of the said proportionate common expenses and/or maintenance charge. Any use of the Car Parking Block/Spaces by the Apartment Owners including the Allottee shall be subject to Force Majeure and due to reasons beyond the control

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Am. Dinku
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interruptions and inconveniences associated with its use and the Promoter/Developer and the Maintenance Agency shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or

damage relating to or arising out of the Car Parking Block to which the Allottee hereby consents and agrees to keep the Promoter fully indemnified in respect thereof.

11.12 From the date of offering the handing over of maintenance to the Association, the Promoter/Developer shall not have any responsibility whatsoever regarding the Buildings and the Premises and/or any maintenance, security, safety or operations including relating to fire fighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, Car Parking Block installations, meters and connection, etc and/or for any statutory compliances, permissions and licenses regarding the Premises and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Apartment Owners including the Allottee and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The Apartment Owners including the Allottee and/or the

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R. Anandh

[Signature]
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Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire license etc. and the Promoter shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of handing over of maintenance, the Promoter and/or its directors, employees or agents shall not have any liability or responsibility whatsoever under any circumstance.

12. DEFECT LIABILITY :

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

12.2 It is clarified that the Promoter/Developer shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee and/or any other allottees in the Real Estate Project

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or acts of third party(ies) or on account of any force majeure events including on account of any repairs/redecoration/any other work undertaken by the Allottee and/or any other allottee/person in the Real Estate Project and/or the Whole Project and/or the Larger Property. The Allottee(s) is/are aware that the Said Tower / Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Tower/Building at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's/Developer's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee and/or the association of allottees shall have no claim(s) of whatsoever nature against the Promoter/Developer in this regard.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/Developer maintenance agency/association of Allottees shall have rights of unrestricted access of all common areas of the real estate project, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the said apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

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Ranajit
Anu
Designated Partner

14. USAGE :

Use of Basement and Service Areas : The basement(s) and service areas, if any, as located within the said complex, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks. Pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Alottees formed by the Allottees for rendering maintenance services.

15. GENERAL COMPLIANHCE WITH RESPECT TO THE APARTMENT /PROJECT :

15.1 Subject to Clause 12 above, the Allottee shall after taking possession, be solely responsible to maintain the Said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Said Tower/Building or the Said apartment or the stair cases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or changes or alter or make additions to the said apartment and keep the said 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

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RC Mahajan
Anurag Singh
Designated Partner

proper condition and ensure that the support, shelter etc. of the said tower/building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board /name plate, neon light, publicity material or advertisement material etc. on the face façade of the Said Tower/Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the said apartment or place any heavy material in the common passages or stair case of the said tower/building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Said Apartment.

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

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Ranajit
Anand
Designated Partner

15.4 In addition to the aforesaid, the Allottee hereby agrees to observe and perform the stipulations, regulations and covenants (collectively Covenants), described in **Schedule G** below.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC BY PARTIES :

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

17. ADDITIONAL CONSTRUCTIONS :

The Promoter/Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Real Estate Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority (ies) and disclosed, except for as provided in the act and save as expressly provided in this agreement.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE :

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

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R. Chakraborty

Designated Partner

Anu Shukla

19. APARTMENT OWNERSHIP ACT :

The Promoter/Developer has assured the Allottees that the project in its entirety is in accordance with the provisions of the west Bengal Apartment Ownership Act, The Promoter showing compliance of various laws/regulations as applicable in said Act.

20. BINDING EFFECT :

Forwarding this agreement to the Allottee by the promoter does not create a binding obligation on the part of the Promoter/Developer or the Allottee until, firstly, the allottee signs and delivers this agreement with all the schedules along with the payments due as stipulated in the payment plan within 30 (Thirty) days from the date of receipt by the allottee and secondly, appears for registration of the same before the concerned sub-Registrar (specify the address of the Sub-Registrar) as and when intimated by the Promoter/Developer. If the Allottee(s) fails to execute and deliver to the Promoter this agreement within 30m days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter/Developer, then the Promoter/Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

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R. Chakrabarty
Designated Partner

21. ENTIRE AGREEMENT :

This Agreement, along with its schedules, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

22. RIGHT TO AMEND : The Agreement may only amended through written consent of the Parties, without changing the nature and character of the present agreement.

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

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

24. WAIVER NOT A LIMITATION TO ENFORCE :

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Ramachandran
Designated Partner

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

24.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereto shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. SEVERABILITY :

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this agreement and to the extent necessary to conform to act or the Rules and Regulations made there under 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.

WESTROAD HOUSING LLP

Randy

Designated Partner

Anu Singh

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

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

27. FURTHER ASSURANCE :

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 at the Promoter's/Developer's Office, or at some other place, which may be mutually agreed between the Promoter/Developer and the allottee, in after the Agreement is duly executed by the Allottee and the Promoter/Developer or simultaneously with the execution the said Agreement shall be

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R. Anand

Designated Partner

Anu Shukla

registered at the office of the sub-Registrar/District Register at Barasat (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at Barasat, Kolkata-700124.

29. NOTICES:

That all notices to be served on the allottee and the Promoter as contemplated by this agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter/Developer by Registered Post at their respective addresses as mentioned in this Agreement or through e-mail.

----- (Name of the Allottee)

----- (Allottee Address)

----- Westroad Housing LLP

----- (Registered Office: 73/B Jessore Road(South), P.O.

Hridaypur, P.S. Barasat, Kolkata – 700127,

District :North 24 Parganas)

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

30. SAVINGS:

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

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Ramali Anand
Designated Partner

31. JOINT ALLOTTEES :

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

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

33. DISPUTE RESOLUTION :

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

WESTROAD HOUSING LL.P.
Ranvir
Designated Partner

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

SIGNED AND DELIVERED BY THE WITHINNAMED

Allottee (including joint buyers)

(1) Signature.....

Name.....

Address.....

Please affix
photographs and sighs
across the photograph

(2) Signature.....

Name

Address.....

Please affix
photographs and sighs
across the photograph

SIGNED AND DELIVERED BY THE WITHINNAMED

Promoter

(1) Signature.....

Name.....

Address.....

WESTROAD HOUSING LLP
RCrally
Designated Partner

(2) Signature.....

Name.....

Address.....

ANNEXTURE 1 - FLOOR PLAN OF THE APARTMENT/COMMERCIAL SPACE.

SCHEDULE 'A' - DESCRIPTION OF THE ENTIRE LANDED PROPERTY. ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS.

SCHEDULE 'B' - DESCRIPTION OF THE (APARTMENT / COMMERCIAL SPACE) AND THE GARAGE / COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS.

SCHEDULE 'C' - PAYMENT PLAN

SCHEDULE 'D' - SPECIFICATION AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT/ COMMERCIAL SPACE)

SCHEDULE 'E' - ADDITIONAL CHARGE RATE DETAILS

[The 'Schedules' to this Agreement for Sale shall be as agreed to between the Parties]

Or such certificate by whatever name called issued by tire competent authority.

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Ranah
Designated Partner