

AGREEMENT FOR SALE

This Agreement for Sale (Agreement) executed on this _____ (date) day of _____(Month), 20____.

By and Between

(1) **SGM BUILDERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its PAN: AADCS7096Q, and having its CIN No. U70101WB1995PTC075684 (2) **(2) SUGAM GRIHA NIRMAAN LIMITED**, a Company incorporated under the Companies Act, 1956, having its PAN:AAECS7354N , and having its CIN No.U70109WB1989PLC045956 (3) **SPECTRUM SALES PROMOTION PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its PAN: AAECS4378L, and having its CIN No. U74140WB1997PTC083368 (4) **BENGO SALES PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its PAN: AABCB2969F, and having its CIN No. U51109WB1998PTC086436 represented by their and all having registered offices at 2/5, Sarat Bose Road, P.S. Bhawanipure, P.O. Elgin, Kolkata-700 020 And (5) **PLEASANT NIRYAT PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its PAN: AABCP7074P, and having its CIN No. U74140WB1994PTC062185 and having its registered office at premises No. 193/2, Mahatma Gandhi Road, (First Floor), P.S. Barabazar, P.O. Barabazar, Kolkata-700 007, represented by its Authorized Representative Mr. _____ (Aadhaar No. _____) authorized vide Board resolution dated _____; hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective successors-in-interest, and permitted assigns);

AND

[If the Allottee is a company]

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

[OR]

[If the Allottee is a partnership]

_____ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____, (PAN _____), represented by its authorized partner _____, (Aadhaar No. _____) duly authorized vide hereinafter referred to as the "Allottee" (which

expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____ (Aadhaar No. _____) son/daughter of _____ aged about _____, residing at _____ (PAN _____),

hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Allottee is a HUF]

Mr. _____ (Aadhaar No. _____) son of _____ aged about for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at _____ (PAN _____),

hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators, successors-in-interest and permitted assigns).

(Please insert details of other allottee(s) in case of more than one allottee)

AND

METFLOW CORPORATION PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its PAN: AABCM9444J and having its CIN No. U27202WB1961PTC025016 and having its registered office at Premises No. 158A, Picnic Garden Road, P.S. Tiljala, P.O. Tiljala, Kolkata- 700 039, and its other place of business at 2/5, Sarat Bose Road, Kolkata, P.S. Bhowanipore, P.O. Elgin, Kolkata – 700020 hereinafter referred to as the "**FirstOwners**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors or successors-in-interest and assigns);

AND

WELLMET (CALCUTTA) PRIVATE LIMITED (formerly named "Wellmet Footwear Corporation Private Limited), a Company incorporated under the Companies Act, 1956, having its PAN: AAACW2310E, and having its CIN No. U29266WB1971PTC028100 and having its registered office at 158/A, Picnic Garden Road, P.S. Tiljala, P.O. Tiljala, Kolkata-

700 039, and its other place of business at 2/5, Sarat Bose Road, P.S. Bhowanipore, P.O. Elgin, Kolkata – 700020 hereinafter referred to as the **"Second Owners"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors or successors-in-interest and assigns); The First Owners and the Second Owners are jointly referred to as the Owners (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective successors or successors-in-interest and assigns)

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

- I. **Definitions** - For the purpose of this Agreement for Sale, unless the context otherwise requires,-
- (a) **"Act"** means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
 - (b) **"Rules"** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
 - (c) **"Regulations"** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
 - (d) **"Section"** means a section of the Act.

WHEREAS:

- A. The Owners are the absolute and lawful owner of lands admeasuring 305 cottahs and 11 Chittacks 4.3 sft.(after gifting 34 Cottahs 6 Chittacks and 18.7 sft. to the Kolkata Municipal Corporation) (more or less) being the Municipal premises no. 158A, Picnic Garden Road, Kolkata – 700039, P.S. Tiljala, P.O. Tiljala, KMC Ward No. 66 Sub-Registration Office Sealdah, District 24 Parganas South a portion of which land containing 268 Cottahs 15 Chittacks 37.8 sq.ft (more or less) is situated on the Western side of the proposed road connecting Picnic Garden Road and Chowbhaga Road and the remaining portion containing 38 Kottahs 1 Chittacks 43.56 sq.ft. (more or less) is situated on the Eastern side of the said proposed road described in Schedule A ("Said Land") vide sale deed(s) and other chain of title as mentioned in Schedule A-1 hereto. The Owners and the said SGM Builders Private Limited, Spectrum Sales Promotion Private Limited, Bengo Sales Private Limited and Pleasant Niryat Private Limited alongwith one Nani Overseas Private Limited, G.D. Properties Private Limited, Rajputana Supply Private Limited, Brightways Merchants Private Limited and Flexwell Commerce Private Limited (the last five companies subsequently amalgamated with Sugam Griha Nirmaan Limited) have entered into an Agreement of Development dated 5th October 2013 between the Owners and the said SGM Builders Private Limited, Spectrum Sales Promotion Private Limited, Bengo Sales Private Limited and Pleasant Niryat Private Limited alongwith one Nani Overseas Private Limited, G.D. Properties Private Limited, Rajputana Supply Private Limited, Brightways Merchants Private Limited and Flexwell Commerce Private

Limited and registered with Additional Registrar of Assurances-I, Kolkata in Book I CD Volume No 18 Pages 8152 to 8176 Being No. 09598 for the year 2013.

- B.** The said Land is earmarked for the purpose of building a residential project comprising multistoried apartment buildings and the said project shall be known as **Sugam Habitat** ("Project").
- C.** The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Land on which Project is to be constructed have been completed.
- D.** The Authorized Officer under the West Bengal _____ Act of 1993 has granted the registration and permission for construction certificate to develop the project vide approval dated _____ bearing registration no. _____.
- E.** The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment from Kolkata Municipal Corporation and applied for certain modifications therein. The Promoter agrees and undertakes that it shall not make any changes to the approved/modified plans except in strict compliance with section 14 of the Act and other laws as applicable
- F.** The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____.
- G.** The Allottee had applied for an apartment in the Project vide application No. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, type _____, on _____ floor in [tower/block/building] no. _____ ("Building") along with parking for __ no. _____ in the _____, as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (m) of section 2 of the Act (hereinafter referred to as the "Designated Apartment" more particularly described in Schedule A and the floor plan of the Designated apartment is annexed hereto and marked as Schedule B);
- H.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I.** The additional disclosures/details agreed between the parties are contained in Schedule A-2 hereto.
- J.** 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.
- K.** 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;

L. 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 Designated Apartment and the parking (if applicable) as specified in para G.

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

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Designated Apartment as specified in para G.

1.2 The Total Price for the Designated Apartment and appurtenances based on the carpet area is Rs. _____ (Rupees _____ only and Taxes of Rs. _____ (**Total Price**")) (Give break up and description):

Block/Building/Tower No. _____	Rate of Apartment per square feet. *
Apartment No. _____ Type _____ Floor _____	
Exclusive balcony or verandah	
Exclusive Open Terrace	
Proportionate Common Area	
Preferential Location Charges	
Parking -1	
Parking – 2	
Consolidated Price (in rupees) without Taxes	

Extra charges as per clause 4.1 of Schedule hereto	
Taxes	The Goods & Service Tax and any other applicable tax on the Consolidated Price shall be payable by the Allottee as per prevalent rates
Total Price in Rupees	Sumtotal of Consolidated Price, Extra Charges and Taxes

* Provide break up of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges etc., as per para II etc. if/as applicable.

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Designated Apartment;
- (ii) The Total Price above includes Taxes payable by the Allottee and also include taxes (consisting of tax paid or payable by the Promoter 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 payable by the Promoter, by whatever name called) up to the date of sale deed and/or handing over the possession of the Designated Apartment to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate.

Provided that in case there is any change / modification in the Taxes payable by the allottee, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottees unless the increase is attributable to any act or omission of the Allottee or unless the increase is for the period prior to such completion/registration;

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

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

- (iv) The Total Price of Designated Apartment includes recovery of price of appertaining land, construction of [not only the Designated Apartment but also proportionately] the Common Areas, internal development charges as per agreed specifications, external development charges as per agreed specifications, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with plaster of paris, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing initial infrastructure in respect of all other facilities, amenities and specifications to be provided within the Designated Apartment and the Project described herein at Schedule "D" and Schedule "E" ("facilities, amenities and specifications").
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay or due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee unless the increase is attributable to any act or omission of the Allottee or unless the increase is for the period prior to such completion/registration.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule "C" ("Payment Plan").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ ___% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned/modified plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule "D" and Schedule "E" (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Promoter may against extra costs payable by the Allottee make such minor additions or alterations as may be required by the Allottee or such minor changes or alterations as per the provisions of the Act.

- 1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area beyond ___% of the area specified herein, 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 found to have been paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to allottee, the Promoter may demand the increased amount for upto 3% increase from the Allottee as per the next milestone of the Payment Plan as provided in Schedule "C". All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.
- 1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Designated Apartment as mentioned below.
- (i) The Allottee shall have exclusive ownership of the Designated Apartment.
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas as members of the Association. Since the Share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect. . It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.
 - (iii) That the computation of the price of the Designated Apartment includes recovery of price of appertaining land, construction of [not only the Designated Apartment but also proportionately] the Common Areas, internal development charges as per agreed specifications, external development charges as per agreed specifications, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with plaster of paris, titles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing initial infrastructure necessary for the facilities, amenities and specifications to be provided with the Designated Apartment and the Project;
 - (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment subject to the safety guidelines.
- 1.9 It is made clear by the Promoter and the Allottee agrees that the Designated Apartment along with _____ parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise

except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities as per Schedule E shall be available only for use and enjoyment of the Allottees of the Project.

- 1.10 The Promoter agrees to pay all outgoing before transferring the physical possession of the Designated Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoing (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 Designated Apartment and created by the Promoter). If the Promoter fails to pay all or any of the outgoing collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Designated Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing 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 Total Price of the Designated Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Designated Apartment as prescribed in the Payment Plan [Schedule "C"] as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by any relevant applicable construction milestones (except in cases of rebate in installments as per clause 1.5), the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable)] in favour of _____ payable at _____.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory 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 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 para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Designated Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT / APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Designated Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [as per relevant Schedules to this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and facilities, amenities and specifications, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Kolkata Municipal Corporation Building Rules and shall not have an option to make any variation/alteration/modification in such plans beyond those contemplated in clause E above, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT:

7.1 Schedule for possession of the said Designated Apartment-

The Promoter agrees and understands that timely delivery of possession of the Designated Apartment to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Designated Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place within _____ with a grace period upto _____ unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or other exigency affecting the regular development of the real estate project ("**ForceMajeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Designated Apartment.

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

7.2 Procedure for taking possession - The Promoter, upon obtaining the completion certificate* from the competent authority shall offer in writing the possession of the Designated Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate, Provided that, in the absence of local law, the delivery of possession and execution of conveyance deed in favour of the allottee shall be simultaneously carried out by the Promoter within 3 months from the date of issue of completion certificate Provided the Allottee takes such possession and pays the Total Price, Stamp duty, registration charges etc., and gets the conveyance registered in his favour. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be, after the issuance of the completion certificate for the project. The Promoter shall hand over the copy of the completion certificate of the apartment/plot, as the case may be, to the Allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take Possession of Designated Apartment-

Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall within the period mentioned in such intimation take possession of the Designated 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 Designated Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee

shall continue to be liable to pay maintenance charges as specified in para 7.2 and all taxes and outgoings relating to the Designated Apartment and for all damages to the Designated Apartment and/or other parts of the building.

- 7.4 Possession by the Allottee** - After obtaining the completion certificate* and handing over physical possession of the Designated Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws:

Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the association of Allottees upon its registration or the competent authority, as the case may be, after obtaining the completion certificate.

- 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 the booking amount (i.e. 10% of the Total Price) paid for the allotment. The balance amount of money paid by the allottee (other than Taxes paid by the allottee and/or stamp duty and registration charges incurred by the allottee) shall be returned by the Promoter to the Allottee without interest, out of the amounts received by the Promoter against sale of the Designated Apartment to any other interested person. The allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

- 7.6 Compensation** – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, and which defect was known to the Promoter and the Promoter had willfully not disclosed the same to the Allottee 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.

7.6.1 Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Designated Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand 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 Designated Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of

delay, till the handing over of the possession of the Designated Apartment which shall be paid by the Promoter to the allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i)* The Owners have absolute, clear and marketable title with respect to the said Land; the Promoter has requisite rights to carry out development upon the said Land and the Owners has absolute, actual, physical and legal possession of the said Land with license to the Promoter to carry out the Project thereon;
- (ii)* The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii)* Save and except the overdraft loan facility obtained by the Promoter for construction of the several buildings in the Project and for which the Promoter have mortgaged by deposit of title deeds of the said Land to Axis Bank Ltd, there are no encumbrances upon the Designated Apartment and appertaining share in said Land or in the Project;
- (iv)* There are no litigations pending before any Court or law or Authority with respect to the said Land, Project or the Designated Apartment;
- (v)* All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Designated Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owners/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Designated Apartment and common areas;
- (vi)* The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii)* The Owners/Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Designated Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii)* The Owners/Promoter confirms that the Owners/Promoter is not restricted in any manner whatsoever from selling the said Designated Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix)* At the time of execution of the conveyance deed, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Designated

Apartment to the Allottee and the common areas to the association of Allottees upon the same being registered or the competent authority as the case may be;

- (x) The Schedule 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 Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and proportionate share (attributable to the Designated Apartment) thereof till the period mentioned in the intimation to the allottee to take possession of the designated apartment along with use of common areas (equipped with all the specifications, amenities and facilities) which shall be handed over to the association of Allottees when registered or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1 Subject to the *force Majeure* clause, the Promoter shall be considered under a condition of Default, in the following events:
 - (i) Promoter fails to provide ready to move in possession of the Designated Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority or extended by the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
 - (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.
- 9.2 In case the Allottee complies with his obligations under this Agreement and there is Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments linked to construction milestones to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter 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 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 the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over the possession of the Designated Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

- (i) In case the Allottee fails to make payments for consecutive two demands made by the Promoter 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 on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Designated Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the amount paid at or before the execution of this agreement and the interest liabilities and this Agreement shall thereupon stand terminated: Such refund shall not include any amount paid by the allottee on account of Taxes paid by the allottee and/or stamp duty and registration charges incurred by the allottee and shall be made out of the amounts received by the Promoter against sale of the Designated Apartment to any other interested person. The allottee shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard.

Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Owners and the Promoter, on receipt of Total Price of the Designated Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Designated Apartment together with proportionate

indivisible share in the Common Areas within 3 months from the date of issuance of the completion certificate* to the Allottee:

Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of completion certificate. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice or to pay the Total Price and other dues of the Allottee, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee and the Allottee shall also be deemed to be under condition of default under clause 7.3 and 9.3 above.

11. MAINTENANCE OF THE BUILDING / APARTMENT / PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of Allottees upon the issuance of the completion certificate of the project. The cost of such maintenance shall be payable by the Allottee separately in addition to the Total Price of the Designated Apartment.

12. DEFECT LIABILITY:

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 by the Allottee within a period of 5 (five) years from the date of completion certificate, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to act or omission of the Allottee or Association of Allottees and/or any other person or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of allottees or competent authority

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

14. USAGE:

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

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to comply with the house rules as per Schedules hereto and maintain the Designated Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Designated Apartment, or the common areas including staircases, lifts, common passages, corridors, circulation areas, atrium (if any) 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 Designated Apartment and keep the Designated Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Designated Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Designated Apartment.
- 15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

17. ADDITIONAL CONSTRUCTIONS:

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

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Designated Apartment and if any such mortgage or charge is made or created then notwithstanding any 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 Designated Apartment.

19. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):

The Promoter has assured the Allottees that the project in its entirety is in accordance with _____ the _____ provisions _____ of _____ the _____ [Please insert the name of the Apartment Ownership Act]. The Promoter showing compliance of various laws/regulations as applicable in _____

20. BINDING EFFECT:

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

21. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Designated Apartment.

22. RIGHT TO AMEND:

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Designated Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Designated Apartment, in case of a transfer, as the said obligations go along with the Designated 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 in not making payments as per the Payment Plan [Annexure 'C'] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

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 unless the same are capable of having been agreed by the parties and/or consented to by the Allottee shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

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 at the Promoter's Office', or at some other place, which may be mutually agreed between the Promoter and the Allottee, in _____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the Office of the Sub-Registrar at _____ (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at _____

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 by Registered Post at their respective addresses specified below :

_____ Name of Allottee

_____ (Allottee Address)

SGM BUILDERS PRIVATE LIMITED-Promoter Name

2/5, Sarat Bose Road, P.S. Bhawanipur, P.O. Elgin, Kolkata-700 020 (Promoter Address)

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

30. JOINT ALLOTTEES:

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

31. 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 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:

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.

34. The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

IV. 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 such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED :

Allottee: (including joint buyers)

(1) Signature _____

Name _____

Address _____

(2) Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature _____

Name _____

Address _____

At _____ on _____ in the presence of:

WITNESSES :

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

SCHEDULE 'A'

– PLEASE INSERT DESCRIPTION OF THE DESIGNATED APARTMENT AND PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS.

1. **DESIGNATED APARTMENT : ALL THAT** the flat being Unit No. _____ containing a carpet area of ____ Square feet more or less along with balcony with a carpet area of _____ Square feet more or less and a total built-up area of Unit (including Balcony) of ____ Square feet more or less on the __ floor of the Block __ of the Project at the said Land.

2 **PARKING:** _____

2.1 **OPEN TERRACE:** _____

3 **SAID LAND:**

3.1 All those pieces and parcels of land containing a total area of 305 cottahs and 11 Chittacks 4.3 sft.(after gifting 34 Cottahs 6 Chittacks and 18.7 sft. to the Kolkata Municipal Corporation) (more or less) being the Municipal premises no. 158A, Picnic Garden Road, Kolkata – 700039, P.S. Tiljala, P.O. Tiljala, KMC Ward No. 66 Sub-Registration Office Sealdah, District 24 Parganas South a portion of which land containing **268** Cottahs **15** Chittacks **37.8** sq.ft (more or less) is situated on the Western side of the proposed road connecting Picnic Garden Road and Chowbhaga Road and the remaining portion containing **38** Cottahs **1** Chittacks **43.56** sq.ft. (more or less) is situated on the Eastern side of the said proposed road and butted and bounded as follows:

North : Others properties

South : By Public Road

West : By common passage

East : By Pond

OR HOWSOEVER OTHERWISE the same may be butted and bounded, known number, called described and / or distinguished.

SCHEDULE A-1

CHAIN OF TITLE:

1. **WHEREAS** the First Owners/Vendor became the Owners of ALL THAT Municipal premises No. 158, Picnic Garden Road, Kolkata, containing land measuring 15 Bighas (as per the deeds) more or less TOGETHER WITH buildings, sheds, structures, constructions, etc. standing thereon or on part thereof, purchased by an Indenture dated 30th March, 1971, Being no. 1263 for the year 1971 and registered with the Registrar of Assurances, Calcutta and the Vendors therein mentioned were Asoke Kumar Ghosh and Abhik Kumar Ghosh and the land on actual measurement has been found to contain an area of 260 Cottahs 1 Chittack and 23 Square Feet (more or less) and is hereinafter called First Property and is fully described herein below :-

“All That Municipal Premises No. 158 Picnic Garden Road, in the Municipal Town of Calcutta containing partly revenue free lands and partly paying lands of an area of 15 (fifteen) Bighas (more or less) together with the buildings, sheds, structures, walls and all other constructions etc. erected and built thereon or part thereof comprised in various C.S. Dag Nos. under various Khatian Nos. in Mouza Nodadanga, J.L.No. 10, Touzi No. 2833 DihiPanchannagram, Police Station Tiljala (formerly Sadar Tollygunge), Sub-Registration Office Alipore Sadar in the present District of 24-Parganas (South) and the land on actual measurement has been found to contain an area of 260 Cottahs 1 Chittack and 23 Square Feet (more or Less).

2. **AND WHEREAS** the Second Owners / Second Vendor is the owner of ALL THAT Municipal premises No. 158/A, Picnic Garden Road, Kolkata, containing land measuring 8 Bighas (as per the Title Deeds) more or less TOGETHER WITH the buildings, sheds, structures, constructions, etc. standing thereon or on part thereof purchased by an indenture dated 10th February, 1975 Being No.713 for the year 1975 and registered with the Registrar of Assurances Calcutta, and the Vendors therein mentioned were Asoke Kumar Ghosh and Abhik Kumar Ghosh. The land on actual measurement has been found to contain an area of 80 Cottahs (more or less) and is hereinafter called the “Second Property” and is more fully described herein below :

All That Municipal Premises No. 158A, Picnic Garden Road, in the Municipal town of Calcutta containing revenue free and revenue paying lands measuring an area of 8 (eight) Bighas more or less Together With the buildings, sheds, walls and other constructions erected and built thereon comprised in various C.S. Dag Nos. under various Khatian Nos. in Mouza Kustia J.L. No. 14, Touzi No. 1298/2833, Police Station Tiljala (formerly Sadar Tollygunge), P.O. Tiljala, Sub-Registration Office Alipore Sadar in the present District of 24-Parganas (South). And the land on actual measurement has been found to contain an area of 80 Cottahs (more or less)”.

3. **AND WHEREAS** by an agreement dated 28th December, 2005, made between the said Metflow Corporation Pvt. Ltd. as the First Owners / First Vendor and the said Wellmet (Calcutta) Pvt. Ltd. as the Second Owners/ Second Vendor Jointly on the one hand and the said (1) SGM Builders Private Limited (2) Nani Overseas Private

Limited (3) G.D. Properties Private Limited (4) Rajputana Supply Private Limited (5) Brightways Merchants Private Limited (6) Flexwell Commerce Private Limited (7) Spectrum Sales Promotion Private Limited and (8) Bengo Sales Private Limited, all therein jointly called the "Purchasers", on the other hand, agreed to sell respectively the said First Property being premises No. 158, Picnic Garden Road, Kolkata and the said Second Property being premises No. 158A, Picnic Garden Road, Kolkata, in favour of the said (1) SGM Builders Private Limited (2) Nani Overseas Private Limited (3) G.D. Properties Private Limited (4) Rajputana Supply Private Limited (5) Brightways Merchants Private Limited (6) Flexwell Commerce Private Limited (7) Spectrum Sales Promotion Private Limited and (8) Bengo Sales Private Limited at a price to be calculated at the rate of Rs.2.90 lacs per cottah (for the actual area to be ascertained on measurement and survey) and free from all encumbrances, mortgages, liabilities, attachments, restrictions, acquisitions, requisitions, prohibitions, objections and disputes whatsoever and on the terms and conditions therein stated and the Vendors agreed to pay off the dues/ claims of State Bank of India and obtain the respective properties released from the claims/ dues of State Bank of India and have the mortgages duly satisfied and released from the said Bank AND the said (1) SGM Builders Private Limited (2) Nani Overseas Private Limited (3) G.D. Properties Private Limited (4) Rajputana Supply Private Limited (5) Brightways Merchants Private Limited (6) Flexwell Commerce Private Limited (7) Spectrum Sales Promotion Private Limited and (8) Bengo Sales Private Limited agreed to purchase and hold/ have the same .

4. **AND WHEREAS** the said (1) SGM Builders Private Limited (2) Nani Overseas Private Limited (3) G.D. Properties Private Limited (4) Rajputana Supply Private Limited (5) Brightways Merchants Private Limited (6) Flexwell Commerce Private Limited (7) Spectrum Sales Promotion Private Limited and (8) Bengo Sales Private Limited decided to admit the said Pleasant Niryat Pvt. Ltd., as a co-purchaser along with them for the purpose of purchasing and owning the said First Property and the said Second Property jointly, and the said Pleasant Niryat Pvt. Ltd. agreed to share the consideration money, AND the said (1) SGM Builders Private Limited (2) Nani Overseas Private Limited (3) G.D. Properties Private Limited (4) Rajputana Supply Private Limited (5) Brightways Merchants Private Limited (6) Flexwell Commerce Private Limited (7) Spectrum Sales Promotion Private Limited and (8) Bengo Sales Private Limited and the said Pleasant Niryat Pvt. Ltd. agreed to jointly acquire, hold and have both the said premises in "terms" of the said agreement dated 28th December, 2005.
5. **AND WHEREAS** accordingly by a further agreement dated 29th July, 2009, made between the First Owners/Vendor and the Second Owners/Second Vendor and the said (1) SGM Builders Private Limited (2) Nani Overseas Private Limited (3) G.D. Properties Private Limited (4) Rajputana Supply Private Limited (5) Brightways Merchants Private Limited (6) Flexwell Commerce Private Limited (7) Spectrum Sales Promotion Private Limited and (8) Bengo Sales Private Limited therein referred to as the Original Purchasers and the said Pleasant Niryat Pvt. Ltd. therein referred to as the Added Purchaser, it has been agreed and confirmed between the said parties that the Added Purchaser had agreed to join the original purchasers as a co-purchaser , of the first property and also of the second property which would be jointly

purchased by the Original Purchasers and the Added Purchaser was with the mutual consent revised and varied and it was agreed that the respective parties would have their holding/share/interest in the equity of purchase in the said two properties in the following undivided shares :

- a. SGM Builders Private Limited
- b. Brightways Merchants Pvt. Ltd:
- c. Rajputana Supply Private Limited
- d. Flexwell Commerce Private Limited
- e. G.D. Properties Private Limited
- f. Nani Overseas Private Ltd.

Would all jointly have 50% share in equal ratio / proportion.

- a. Spectrum Sales Promotion Private Limited would have 12.5% share.
- b. Bengo Sales Privare Limited would have 12.5% share.
- c. Added Purchaser namely Pleasant Niryat Pvt. Ltd. Would have a 25% share.

AND the said respective purchasers also agreed to share in the ratio as mentioned therein in the total consideration amount to be paid for purchasing the First Property and the Second Property in the aforesaid ratio/share AND accordingly, the said First Owners/Vendor and the said Second Owners/Vendor agreed to sell and transfer the said respectively premises No. 158, Picnic Garden Road, Kolkata and Premises No. 158A, Picnic Garden Road, Kolkata, jointly to the said Original Purchasers and the said Added Purchaser AND consequently the said original agreement dated 28th December, 2005, stood varied as recorded in the said further agreement dated 29th July, 2009. IT BEING EXPRESSLY UNDERSTOOD CLARIFIED AND AGREED that the said Original Agreement dated 28th December, 2005, and the said Further Agreement dated 29th July 2009 would always be read, construed and interpreted together with each other, by the said Owners/Vendors and the Original Purchasers and the Added Purchaser.

6. **AND WHEREAS** the First Owners/Vendor and the Second Owners/Vendor are hereinafter also jointly referred to as the **“OWNERS/VENDORS”**.
7. **AND WHEREAS** the said Original Purchasers and the said Added Purchaser have from time to time paid the entire consideration amount to the respective Owners / Vendors.
8. **AND WHEREAS** the said respective Owners/Vendors have duly paid off and satisfied the claims/dues of the State Bank of India, Ballygunge Branch, in respect of the accommodation/facilities availed from the said bank by each of them And they have got the First Property and Second Property fully released from the claim/mortgage the

said State Bank of India, and the said bank duly released and returned the Original title deeds of the said First Property and the Second Property.

9. **AND WHEREAS** the said First Owners/Vendor have also liquidated and paid off all the liabilities mentioned in paragraph 4(a) (b) (c) and (d) of the said agreement dated 28th December, 2005 out of the amounts from time to time received by them from the Original Purchasers and the Added Purchaser towards consideration money.
10. **AND WHEREAS** the said Owners/Vendors have duly also fulfilled their obligations in pursuance of the said agreement dated 28th December, 2005 and also the agreement dated 29th July, 2009.
11. **AND WHEREAS** the said Owners/Vendors have completely closed down their factory situated at the said premises No. 158, Picnic Garden Road, Kolkata and premises No. 158A, Picnic Garden Road, Kolkata and they are completely out of any industrial activity and have completely dismantled their set up of the factory and laid off their entire workmen/workforce/ employees and sold their machinery, finished goods, raw materials and paid off their entire statutory dues towards provident fund, employees' state insurance, workmen's compensation and settled with the employee/workmen through the medium of the concerned Labour Unions; And they have also as recited hereinbefore, duly settled and paid off the liability of State Bank of India and got the mortgage released in their favour And the said Bank had freed and returned the original title deeds of the said two premises AND the said Vendors have also paid all the outstanding electricity dues of CESC Ltd, and the dues of creditors and they have also settled with the petitioning creditors in the winding up petitions; And the petitions for winding up have been dismissed and/or withdrawn and the said Owners/ Vendors have paid all municipal tax dues payable to the Kolkata Municipal Corporation for the said premises AND the title of the said First Property and the Second Property is marketable and free from all encumbrances charges mortgages AND the said Owners / Vendors were in a position to grant conveyances /sale deeds of the said two premises in favour of the said Original Purchasers and the said Added Purchaser in terms of the said Original agreement dated 28th December 2005 and further agreement dated 29th July 2009.
12. **AND WHEREAS** the said SGM Builders Private Limited, Spectrum Sales Promotion Private Limited, Bengo Sales Private Limited and Pleasant Niryat Private Limited alongwith one Nani Overseas Private Limited, G.D. Properties Private Limited, Rajputana Supply Private Limited, Brightways Merchants Private Limited and Flexwell Commerce Private Limited have decided to jointly develop and commercially exploit the said entire land of the said entire land of the said two premises and construct buildings containing self contained/independent Residential flats/commercial units for sale on the "OWN YOUR FLAT" basis to the intending buyers and to complete the purchase of the said Land of the said two premises by obtaining sale of fragmented undivided share in the land below the building containing the flat and attributable to the area of the respective flats and/or saleable area in favour of the intending buyers. AND the said Original Purchasers and the said Added Purchaser had duly expressed their said decision to the Owners/Vendors .

13. **AND WHEREAS** the said First Property and the said Second Property are adjacent to each other and both premises jointly contained an area of 23 Bighas (as per title deeds) and the two properties on actual measurement have been found to contain a land area of 340 Cottahs 1 Chittack and 23 Square Feet (more or less).
14. **AND WHEREAS** at the instance of the said SGM Builders Private Limited, Spectrum Sales Promotion Private Limited, Bengo Sales Private Limited and Pleasant Niryat Private Limited alongwith one Nani Overseas Private Limited, G.D. Properties Private Limited, Rajputana Supply Private Limited, Brightways Merchants Private Limited and Flexwell Commerce Private Limited, the said respective Owners/Vendors, by a Deed of Exchange dated 10th December, 2011 made by each of them, transferred 1 (one) Cottah of land out of respectively owned property in favour of the other of them and the said Deed of Exchange has been duly registered in Book No. 1 as being No. 10740 for the year 2011 at the office of the Additional Registrar of Assurances-II, Kolkata and both the said premises have been amalgamated and recorded in the records of Kolkata Municipal Corporation as Municipal Premises No. 158A, Picnic Garden Road, Kolkata-700 039, more fully described in the Schedule A hereinabove written.
15. **AND WHEREAS** by a Deed of Confirmation dated 24th December, 2012, made between the said First Owners/ First Vendor, Second Owners/ Second Vendor, the Original Purchasers and the Added Purchaser, the parties have clearly recorded all the facts, incidents, and the several acts undertaken/done by the Owners/Vendors towards the discharge of their obligations and liabilities and fulfillment of their responsibilities enabling them to sell and transfer the said total land free from all encumbrances, charges and liabilities; And they have also thereby recorded subsequent arrangement/agreement with the Added Purchaser and the agreement of sale and purchase of the said total land in favour of all the Original Purchasers and the said Added Purchaser jointly free from all encumbrances, mortgages, charges, claims, liens, demands, liabilities, attachments, acquisitions, requisitions, alignments and lispendences whatsoever.
16. **AND WHEREAS** as stated above, the said SGM Builders Private Limited, Spectrum Sales Promotion Private Limited, Bengo Sales Private Limited and Pleasant Niryat Private Limited alongwith one Nani Overseas Private Limited, G.D. Properties Private Limited, Rajputana Supply Private Limited, Brightways Merchants Private Limited and Flexwell Commerce Private Limited came into khas, vacant and peaceful possession of the said amalgamated premises (total lands) and they are entitled to obtain the conveyances thereof from the said Owners/Vendors for the consideration and on the terms and conditions stated in the said agreements dated 28th February, 2005 and 29th July 2009.
17. **AND WHEREAS** the Owners/Vendors have received the payment of entire consideration money for the sale and transfer of the said lands of the said two premises (being at present the said amalgamated premises No. 158A, Picnic Garden Road, Kolkata-700 039) and the Owners/Vendors have no claim or dispute of any nature whatsoever and they have made over the original title deeds of the said two premises to the said SGM Builders Pvt. Ltd. for self and on behalf of the other Co-Promoter.. AND the said Owners/Vendors have, as required by the said SGM

Builders Private Limited, Spectrum Sales Promotion Private Limited, Bengo Sales Private Limited and Pleasant Niryat Private Limited alongwith one Nani Overseas Private Limited, G.D. Properties Private Limited, Rajputana Supply Private Limited, Brightways Merchants Private Limited and Flexwell Commerce Private Limited, agreed to sell/transfer the said land in fragmented undivided shares attributable to the area of the respective self contained Residential/Commercial units in favour of the intending buyers as shall be required by the them with their full entitlement/authority to receive the full consideration money therefor and appropriate for themselves absolutely without any claim/dispute or right of the said Owners/Vendors.

18. **AND WHEREAS** by an agreement of development dated 5th October, 2013 made between the said First Owners/Vendor of the first part and the said Second Owners/Vendor of the second part and the said SGM Builders Private Limited, Spectrum Sales Promotion Private Limited, Bengo Sales Private Limited and Pleasant Niryat Private Limited alongwith one Nani Overseas Private Limited, G.D. Properties Private Limited, Rajputana Supply Private Limited, Brightways Merchants Private Limited and Flexwell Commerce Private Limited therein called the Developers of the third part and duly registered in Book No.,1, as being No. 09598 for the year 2013 with the Additional Registrar of Assurances – I , Kolkata, the said First Owners/Vendor and the said Second Owners/Vendor have agreed with the said SGM Builders Private Limited, Spectrum Sales Promotion Private Limited, Bengo Sales Private Limited and Pleasant Niryat Private Limited alongwith one Nani Overseas Private Limited, G.D. Properties Private Limited, Rajputana Supply Private Limited, Brightways Merchants Private Limited and FlexwellCommerce Private Limited for the development of the said amalgamated premises on the terms and conditions stated therein.
19. **AND WHEREAS** in the records of Kolkata Municipal Corporation, the names of the said first owner and the second owner have been duly recorded as the Owners of the said entire premises No. 158A, Picnic Garden Road, P.S. Tiljala, Kolkata-700 039, containing a land area of 17 Bighas 14 Cottahs and 09.8 Chittacks together with the sheds, constructions and walls standing on diverse parts thereof.
20. **AND WHEREAS** by a Deed of Gift dated 8th August, 2013 registered as Being No. 07758 for the year 2013 at the Additional Registrar of Assurances- I, Kolkata in respect of an area measuring 30.99 sq. metres gifted to the Kolkata Municipal Corporation for sanction of the building plans has been executed in clarification of the earlier deed of gift dated 17.05.13 registered as Being No. 04868 for the year 2013 with Additional Registrar of Assurances- I, Kolkata and both the said deeds are related to the same land area without intending to gift any other area to the Kolkata Municipal Corporation for sanction of the building plans.
21. **AND WHEREAS** by a Deed of Gift dated 8th August, 2013 registered as Being No. 07759 for the year 2013 at the Additional Registrar of Assurances- I, Kolkata in respect of an area measuring 34.35 sq. metres gifted to the Kolkata Municipal Corporation for sanction of the building plans has been executed in clarification of the earlier deed of gift dated 17.05.13 registered as Being No. 04866 for the year 2013 with Additional Registrar of Assurances- I, Kolkata and both the said deeds are

related to the same land area without intending to gift any other area to the Kolkata Municipal Corporation for sanction of the building plans.

22. **AND WHEREAS** for the purpose of enabling the sanction of the building plan as applied for by the said SGM Builders Private Limited, Spectrum Sales Promotion Private Limited, Bengo Sales Private Limited and Pleasant Niryat Private Limited alongwith one Nani Overseas Private Limited, G.D. Properties Private Limited, Rajputana Supply Private Limited, Brightways Merchants Private Limited and Flexwell Commerce Private Limited, the said Owners have, by a Deed of Gift dated 14th March, 2015, made between the said First Owners and the Second Owners therein jointly called the Donors of the one part and the Kolkata Municipal Corporation therein called the Donee of the Other part and duly registered in Book No. 1, as being No.02685 for the year 2015 with the Additional Registrar of Assurances I, Kolkata for the consideration therein mentioned, voluntarily transferred by way of absolute gift an area containing 33 Cottahs 4 Chittacks and 22.96 square feet (equivalent to 2226.42 square meters) more or less being a portion of the said premises No. 158A, Picnic Garden Road, Kolkata, described in the Schedule thereunder written and shown in red hatched lines in the plan thereto annexed. Therefore the earlier Gift Deed No. 04867 for the year 2013 dated 17.05.13 registered with Additional Registrar of Assurances-I, Kolkata in respect of a strip of land having an area of 131.87 sq.mtrs. also relates to a portion of the land gifted as mentioned above.
23. **AND WHEREAS** the Vendor have made the gifts of the respective areas comprising of a total area of 34 Cottahs 6 Chittacks 18.7 Sft. as per the above recited respective Deeds of Gifts in connection with the sanction of the building plan without adversely affecting the eligibility of the total FAR on the basis of the total land area held by the Owners/Vendors prior to the said gifts.
24. **AND WHEREAS** upon transferring the said area containing 34 Cottahs 6 Chittacks and 18.7 sq.ft. (more or less) the said Owners are continuing to own the remaining 305 Kottahs 11 Chittacks and 4.3 Sq.ft area more or less, contained in the said Premises No. 158A Picnic Garden Road, Kolkata and the same remaining area is eligible to be developed and the particulars of the said Premises no. 158A, Picnic Garden Road, Kolkata - 700039 are morefully described in the Schedule-A hereinabove written.
25. **AND WHEREAS** in terms of the said Development Agreement, the development of the said Land is to be done, looked after, managed and carried on by the said SGM Builders Private Limited as authorized by all the co-developers for the benefits and advantage of all the said Spectrum Sales Promotion Private Limited, Bengo Sales Private Limited and Pleasant Niryat Private Limited alongwith one Nani Overseas Private Limited, G.D. Properties Private Limited, Rajputana Supply Private Limited, Brightways Merchants Private Limited and Flexwell Commerce Private Limited And the said SGM Builders Pvt. Ltd. is entitled to take all required steps for the said development including survey, soil testing, preparation of the building plans and to obtain the sanction of the building plans and obtain other clearances and permissions as may be necessary from time to time and to enter into agreements for sale with the intending purchasers, obtain the consideration amount from the Allottees and issue receipts thereof and handover possession and grant conveyances to them.

26. **AND WHEREAS** the said SGM Builders Private Limited, Spectrum Sales Promotion Private Limited, Bengo Sales Private Limited and Pleasant Niryat Private Limited alongwith one Nani Overseas Private Limited, G.D. Properties Private Limited, Rajputana Supply Private Limited, Brightways Merchants Private Limited and Flexwell Commerce Private Limited have, for constructing building of greater heights, obtained clearance of the height of the proposed building up to 35.0 meters above ground level (including lift machine room and water tank on the roof) as per letter/sanction No. G/MWC/1-150/T.D/2013014/06/ Vol. VI dated 25th March, 2014 granted by the Divisional Engineer, Telecom Microwave Service Division of the Bharat Sanchar Nigam Limited (BSNL) having its office at 2/5A, Judges Court Road, Alipore, Kolkata – 700027.
27. **AND WHEREAS** the said SGM Builders Private Limited, Spectrum Sales Promotion Private Limited, Bengo Sales Private Limited and Pleasant Niryat Private Limited alongwith one Nani Overseas Private Limited, G.D. Properties Private Limited, Rajputana Supply Private Limited, Brightways Merchants Private Limited and Flexwell Commerce Private Limited have also obtained in the names of the said Owners/Vendors an environmental clearance for the proposed residential complex at the said Premises No. 158A, Picnic Garden Road, Kolkata from Environmental Impact Assessment Authority having its office at “PARIBESH BHABAN”, Block FD-415A, Sector-III, Salt Lake, Kolkata – 700 106.
28. **AND WHEREAS** the said SGM Builders Private Limited, Spectrum Sales Promotion Private Limited, Bengo Sales Private Limited and Pleasant Niryat Private Limited alongwith one Nani Overseas Private Limited, G.D. Properties Private Limited, Rajputana Supply Private Limited, Brightways Merchants Private Limited and Flexwell Commerce Private Limited have also obtained in the names of the said Owners the Fire and Life Safety Clearance/Recommendation from the office of the Directorate General, West Bengal Fire and Emergency Services, as per their Memo No. WBFES/3648/14/KOL-RD/478/13(478/13) dated 13/3/14.
29. **AND WHEREAS** by a letter dated 4th April, 2012 bearing No. 2E/OB/CE/676/XII-II/814 dated 4th April, 2012, from Calcutta Improvement Trust (CIT) and addressed to Smt. Anita Mitra Ray of 35A, Dr. Sarat Banerjee Road, Kolkata, it has been informed that the site building plan submitted with the application had been examined with the Trust Plan/Records and that the said property was found not to be affected by any policy/sanction scheme/alignment of the said Trust.
30. **AND WHEREAS** the SGM Builders Private Limited, Spectrum Sales Promotion Private Limited, Bengo Sales Private Limited and Pleasant Niryat Private Limited alongwith one Nani Overseas Private Limited, G.D. Properties Private Limited, Rajputana Supply Private Limited, Brightways Merchants Private Limited and Flexwell Commerce Private Limited have obtained a building plan bearing No. 2015070045 dated 17.06.15 duly sanctioned by the Kolkata Municipal Corporation for the construction of seven blocks of multistoried buildings of basement + Ground+ Seven Storeys (containing self contained independent residential flats and other saleable areas) on the said remaining land area of 305 Cottahs 11 Chattacks 4.3 Sq.ft. (more or less) at the said Municipal premises No. 158A, Picnic Garden Road, Kolkata

morefully described in the Schedule-A hereinabove written and hereinafter called the said Land.

31. **AND WHEREAS** on an application made under Sections 391(2) and 394 of the Companies Act, 1956 (being Company Petition no 431 of 2015 connected with Company Application no 345 of 2015) an order was made on 27th November, 2015 by His Lordship Hon'ble Justice I.P. Mukherjee whereby the scheme of amalgamation of (1) White Star Merchants Private Ltd (2) Seven Hill Merchants Private Limited (3) Rajputana Supply Private Ltd (4) Nani Overseas Private Ltd (5) Niharika Merchants Private Ltd (6) G.D. Properties Private Ltd (7) Flexwell Commerce Private Ltd (8) Five Star Commodities Private Ltd (9) Snehdeep Merchants Private Ltd (10) Brightways Merchants Private Ltd all therein jointly called the Transferor Companies with SugamGrihaNirmaan Ltd (therein called the Transferee Company) was sanctioned AND it was ordered thereby that the scheme of Amalgamation set forth in Annexure 'A' of the petition and specified in Schedule 'A' thereto was declared to be binding with effect from 1st April, 2014 (therein referred as the "Appointed Date") on the said Transferor Companies and the said Transferee Company and it was ordered interalia.

"That all the properties, rights and interest of the said Transferor Companies be transferred from the Appointed date and vested without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956 be transferred and vested in the Transferee Company for all the estate and interest of the Transferor Companies therein subject nevertheless to all changes now affecting the same"

32. **AND WHEREAS** the said scheme of Amalgamation has come into effect from the said appointed date i.e 1st April, 2014
33. **AND WHEREAS** certified copy of the said order have been filed with the Registrar of Companies, West Bengal AND upon amalgamation of the said Transferor companies and vesting of their all rights and interest in favour of the said Transferee Company i.e. SugamGrihaNirmaan Ltd is responsible and bound to fulfill and perform the said agreements with the said SGM Builders Private Limited, Spectrum Sales Promotion Private Limited, Bengo Sales Private Limited and Pleasant Niryat Private Limited as the Transferee Company and accordingly the said Transferee Company is treated as a co-developer in place of the said five transferor companies namely (1) Nani Overseas Private Ltd (2) G.D. Properties Private Ltd (3) Rajputana Supply Private Ltd (4) Brightways Merchants Private Ltd (5) Flexwell Commerce Private Ltd
34. **AND WHEREAS** the present respective shares of the Promoter in the development of the housing project at Premises No 158A, Picnic Garden Road, Kolkata-700039 has become as under:-

(1) SGM Builders Pvt Ltd	8.34%
(2) SugamGirhaNirmaan Ltd	41.66%
(3) Spectrum Sales Promotion Private Ltd	12.5%
(4) Bengo Sales Private Ltd	12.5%

35. **AND WHEREAS** accordingly, the development of the said remaining area of land of the said Premises has been undertaken and commenced by the said Promoter and the said Promoter are in course of development and construction of several blocks of new buildings at the said Land and are entitled to enter into agreements for sale of the self contained independent residential flats to be contained in the said respective buildings to the intending purchasers and the said Owners have agreed to join and sign and execute all agreements for sale and also relative conveyances as and when made / executed / granted by the Promoter.
36. **AND WHEREAS** in order to obtain the project overdraft loan facility for the construction of the new buildings at the said Premises No. 158A Picnic Garden Road, Kolkata- 700039 the Promoter have mortgaged by deposit of title deeds the entire land of the said Premises No. 158A Picnic Garden Road, Kolkata- 700039 to Axis Bank Ltd.
37. **AND WHEREAS** the Promoter shall clear and pay off the entire project overdraft loan facility availed from Axis Bank Ltd., immediately prior to the completion of the Buildings at the said Land and in any event before the handover of possession of the completed residential flat to the Allottees.

SCHEDULE-A-2

DISCLOSURES, ACKNOWLEDGMENTS & NECESSARY TERMS:

1. **DEFINITIONS:** Unless, in this agreement, there be something contrary or repugnant to the subject or context:
 - a. **"this agreement"** shall mean the Agreement and Schedules all read together.
 - b. **"Co-owners"** shall mean (a) all the allottees of Units in the Project excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Owners/Promoter, shall mean the respective Owners and/or Promoter;
 - c. **"sanctioned plan"** shall mean the plan sanctioned by the Kolkata Municipal Corporation vide sanction Plan No. 2015070045 dated 17.06.15 as modified on _____ and include additions/alterations made thereto subject to compliance of the Act.
 - d. **"other exigencies"** shall include Acts of Government, Statutory Body etc., strike, riot, mob, air raid, order of injunction or otherwise restraining or suspending development or construction at the said Land or in obtaining connections of the water, drainage, electricity or other connections by the Court of Law, Tribunal or Statutory Body, scarcity of materials or equipments in the market.
 - e. **"scheduled date"** shall mean the date of completion of the project as per registration with the Authority and include the extension of registration, if any, granted to the said project by the Authority, as per the Act.
 - f. **"Maintenance in-charge"** shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and until then mean the Promoter;
 - g. **"Common Purposes"** shall mean the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common to the Co-owners and, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common
 - h. Gender: words importing masculine gender shall according to the context mean and construe any other gender and vice versa.
 - i. Number: words importing singular number shall according to the context mean and construe the plural number and vice versa

2. All payments shall be paid at the office of the said SGM Builders Private Limited against proper receipt being granted by it or any person authorized by it in writing and such payment to the said SGM Builders Private Limited shall be a sufficient discharge by all the Promoter. The Promoter shall receive the entire consideration amount from the Allottees for the sale of all constructed areas / flats / saleable areas / car parking spaces etc. without any objection, claim or dispute of the Owners/ Vendors. .
3. The Promoter No. 1 has been empowered and authorized under the Development Agreement to receive all amounts from the Allottee. Further the Promoter has also been empowered and authorized under the Development Agreement to receive the entire Extras and Deposits from the Allottee and the Allottee has satisfied himself about such rights of the Promoter.
4. EXTRAS & DEPOSITS (“Extras & Deposits”):
 - 4.1. Extras: The Allottee shall, in addition to the Total Price, also pay to the Promoter the following non refundable amounts
 - 4.1.1 all applicable statutory outgoings and expenses including all charges and costs for any alterations in the Designated Apartment or any other extra facilities/specifications etc. which the Promoter may at a later date decide to provide which are presently not taken into consideration.
 - 4.1.2 Additional cost of Amenities per unit to be paid by the Allottees on or before taking of possession of flat/Unit/apartment.
 - 4.1.3 Charges for legal documentation payable at the time of the agreement is Rs. 7500/-. Charges for legal documentation payable at the time of conveyance is Rs. 7500/-.
 - 4.1.4 Window grills are mandatory at extra cost and such costs are to be paid at the time of the roof slab casting.
 - 4.1.5 The Allottees will have to pay the security deposit and the expenses as may be required by CESC Ltd. for individual meter in the Designated Apartment directly with CESC Ltd. and the proportionate share of the deposits and expenses payable to CESC Ltd. for the building and the Project.
 - 4.1.6 Charges for stamp fees, registration charges and incidental expenses as may be necessary for the registration of the transfer documents as may be determined and advised by the Advocates to be determined by Promoter before giving the possession.
 - 4.1.7 Goods and Services Tax (GST) (at prevailing rates)
 - 4.1.8 House Tax/Mutation fees/ GST and other taxes and duties etc., or other statutory liabilities as would be applicable and charged by the Promoter

4.2. Deposits: The Allottee shall also pay and deposit and keep deposited with the Promoter the following amounts on several accounts to be held by the Promoter until its transfer in terms hereof.

4.2.1 Deposit @ Rs. 3/- per sq.ft. per month. Being the interest free advance amount to be retained by the Promoter towards monthly maintenance of the said building / the Project for 18 months within 7 days of receiving a written intimation from the Promoter as per Para 7.2 (Procedure for taking possession) of the Agreement amounting to a sum of Rs. 54/- per Sq. ft. The maintenance deposit is subject to review and escalation as per the exigencies of the situation.

4.2.2 Deposit for club membership charges @500/- per flat per month for 18 months (interest free)

4.2.3 Municipal Tax deposit (as per the prevailing rates) for 18 months period (interest free)

4.2.4 Sinking Fund @Rs. 25/- per sq.ft.

(i) Sinking Fund: All Allottees of Units shall contribute proportionately to the amount of the sinking fund / reserve fund.

(ii) The sinking fund shall be kept in a separate account and the amount shall be invested in the fixed deposits of a Schedule Bank or any 'AAA' rated corporate entity.

(iii) The amount of the sinking fund is to be used for the capital repairs/ expenses and not for the day to day maintenance purposes.

(iv) The amount of the sinking fund will be augmented by the interest income earned thereon.

(v) The sinking fund (i.e, the balance thereof) shall be handed over by the Promoter to the Association at the time of the handover of the maintenance and the day to day management of the Project.

(vi) The Association shall hold the sinking fund in trust for the Allottees of the Units in the Project.

4.3. In case the Allottee commits any delay or default in payment of any amount on account of Extras or Deposits within the stipulated dates, the Allottee shall without prejudice to the other right or remedies of the Promoter against the Allottee hereunder, pay interest at the bank rate plus 2 percent per annum on the amount in question for the period of delay or default. The Promoter shall have the right to adjust from any further payments made by the Allottee firstly the accrued interest payable by the Allottee. The Promoter shall have discretion to waive and/or reduce the interest and this will neither entitle other flat/unit buyers to claim such waiver/reduction as a precedent/practice nor relieve the Allottees of the breach of this agreement and

consequential exercise of the rights of the Promoter in case of breach of this agreement by the Allottees.

5. MAINTENANCE CHARGES: The Promoter and the Allottees have agreed that from 15 days from the date of receiving a written intimation from the Promoter as per Para 7.2 (Procedure for taking possession) of the Agreement the Allottees shall be liable and agrees to :
 - 5.1. To regularly and punctually make payment of the proportionate share of the maintenance charges.
 - 5.2. To regularly and punctually make payment of the proportionate share of the rates, taxes and other outgoings (hereinafter referred to as the RATES & TAXES)
 - 5.3. Until formation of the Association for the Project the Allottees shall be liable and agree to make payment of the proportionate share of the maintenance charges as well as the proportionate share of Rates and Taxes to the Promoter without any abatement or adjustment for any reason whatsoever and the Allottees agree not to withhold payment of the same on any account whatsoever.
 - 5.4. After formation of the said Association the Allottees shall be liable and agrees to make payment of the said maintenance charges and also the rates and taxes to the Association as the case may be.
 - 5.5. For the purpose of payment of the maintenance charges the Allottees at or before taking over possession of the Designated Apartment shall pay to the Promoter a sum of Rs. 3/- per sq. ft of the area of the Unit per month for 18 months as deposit as and by way of advance against the monthly maintenance charges (hereinafter referred to as the ADVANCE AMOUNT) which amount shall be retained by the Promoter, free of interest, and shall be used by the Promoter for the maintenance of the Project for 18 months from the date of completion PROVIDED HOWEVER that there shall be no breach of any terms and conditions on the part of the Allottees to be performed and observed. Such deposit of 18 months @ Rs. 3/- is as per the present estimates and such amount is to be paid @ Rs. 3/- per sq. ft. per month as per the said estimates and is subject to escalation and variation. In case the costs shall be in excess of the estimated rates, the Allottees shall pay at the increased rate as may be fixed by the Promoter/ Association.
6. The Allottees understand and acknowledge that the said Land has been mortgaged by SGM Builders Pvt. Ltd. to Axis Bank Limited for securing the Loan availed by the said SGM Builders Pvt. Ltd. for the purpose of construction of the said Land and the Allottees take notice that he/she/they is/ are required to obtain a No Objection Certificate from Axis Bank Limited for creation of any encumbrances on the said Land. The Allottees agree and undertake that he/she/they shall not create any encumbrances over the said Land/ outlets till such time an NOC in writing is received from Axis Bank Limited.
7. The Promoter shall clear and pay off the entire project overdraft loan facility availed from Axis Bank Limited, immediately prior to the completion of the said Buildings at

the said Land and in any event before the handover of possession of the Designated Apartment to the Allottee.

8. Nothing contained herein shall affect or prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.
9. The Owners/Promoter would convey proportionate undivided indivisible share in the Land and/or the Common Areas in favour of the Allottee and if the laws for the time being in force otherwise requires such sale to be carried out in favour of the Association, then such sale shall be carried out in favour of the Association, to which the Allottee hereby agrees.
10. The ownership and enjoyment of the Designated Apartment by the Allottee shall be Subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules as stipulated in Schedule E hereto.
11. This agreement is personal and the Allottees shall not be entitled to transfer, let out, mortgage, grant, lease or to enter any kind of other agreement in respect of the Designated Apartment without the consent in writing of the Promoter and also until such time the full amount of due consideration has been paid to the Promoter and until the Allottees paying and depositing all amounts and securities and contribution to funds and performing and observing all the other terms and conditions herein contained and on the part of the Allottees to be performed and observed PROVIDED HOWEVER after the full payment of the entire consideration amount and the registration of the conveyance deed the Allottees shall be entitled to let out, grant, lease and/or mortgage and/or in any way deal with the Designated Apartment for which no further consent of the Promoter shall be required. (Save that in such case the Allottees would be required to obtain a no objection certificate from the Association).
 - 11.1. However, if the Allottees shall desire to transfer or assign or nominate any person prior to the execution of the Deed of Conveyance the Allottees shall be entitled to do so only with the written consent of the Promoter after a Lock-in Period of 12 Months from Date of Allotment of the Unit and only upon payment of the dues of the Promoter towards consideration if any, and upon payment of the nomination fee being a sum equal to 2% of the Total Price against Designated Apartment to the Promoter and a similar fee shall be payable for every successive nomination till the execution of the conveyance.
 - 11.2. Any such nomination shall be at the risk and costs of the Allottee and/or the nominee and all stamp duty and registration charges, legal fees and charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee or its nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum mentioned equivalent to @2% mentioned in clause 15.1 above in respect of the Designated Apartment paid to the Promoter as aforesaid) or Goods and Service Tax arising due to any nomination by the Allottee shall be payable by the Allottee or its transferee but the Owners or the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Owners

or the Promoter or to which the Owners or the Promoter are likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Allottee in advance to the Owners and/or the Promoter and the Promoter may not give any consent to any such nomination or transfer without the receipt of such payment.

12. AREA CALCULATION:

- 12.1. **Carpet Area of Unit:** The carpet area for the Designated Apartment or any other Unit shall mean the net usable floor area of such Unit, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the Unit.
- 12.2. **Balcony Area:** The net usable area of the exclusive covered balcony/ies (if any) attached to the Unit.
- 12.3. **Open Terrace Area:** The net usable area of the exclusive open space attached to the Designated Apartment if granted to the Allottee.
- 12.4. **Built-up Area:** The built-up area for the Designated Apartment or any other Unit shall mean the Carpet Area of such Unit and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Unit/Balcony and any other Unit/Balcony and the area covered by all other external walls of the such Unit/Balcony being _____ Square feet.
- 12.5. **Proportionate Common Area:** The proportionate share of the Common Areas attributable to the Designated Apartment is undivided _____ Square feet more or less.
- 12.6. **Unit Area for CAM:** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Allottee, the area shall be the sum total of the Built-up Area and Proportionate Common Area which is _____ Square feet more or less.
13. The Promoter have taken loans/construction finance for construction of the Project by mortgaging the said Land and the construction **Provided However That** any such mortgage if it relates to the Designated Apartment shall be redeemed/discharged by the Promoter by way of repayment of the loan prior to the execution of Deed of Conveyance by the Promoter in favour of the Allottee in terms hereof.
14. For the purpose of facilitating the timely payment of the Total Price and other amounts in respect of the Designated Apartment in the said Building the Allottees shall be entitled to apply for and obtain financial assistance from a bank financial institution and the Allottees shall be entitled to obtain such financial assistance for which the Promoter shall not be liable or responsible.
15. The units/flats on the ground floor shall have the facility of an adjoining open area which may be used as a private green area/ sitting area for the exclusive use and enjoyment of the ground floor units/ flats (if specifically provided by the Promoter hereunder).

16. Unless changed by the Promoter, M/s. Espace Planning Service Pvt. Ltd. having its place of business at 35A, Sarat Bannerjee Road, Kolkata - 700029 shall be the Architect for the Project.
17. The name of the Project shall be "**Sugam Habitat**" and cannot be changed.
18. The Allottees shall not be entitled to set up any oral agreement regarding the payment of the consideration amount and/or performance, and observance of the Allottees' obligations and responsibilities hereunder.

SCHEDULE 'B' -FLOOR PLAN OF THE APARTMENT

SCHEDULE 'C' - PAYMENT PLAN

The Total price shall be paid by the Allottee to the Promoter in installments as follows:

10% as booking amount at or before the execution hereof	Rs.
15% immediately on the completion of the pile foundation works of the said Building	Rs.
15% immediately on completion of Deck Slab (Gr. Fl.) of the said Building	Rs.
7.5% immediately on completion of the 1 st floor casting of the said Building	Rs.
7.5% immediately on completion of the 3 rd floor casting of the said Building	Rs.
7.5% immediately on completion of the 5 th floor casting of the said Building	Rs.
7.5% immediately on completion of the roof casting of the said Building	Rs.
7.5% immediately on completion of brick work of the Unit	Rs.
7.5% immediately on completion of the flooring of the Unit	Rs.
15 % being the balance consideration within 30 days of receiving intimation of construction of the Designated Apartment from the Promoter	Rs

SCHEDULE 'D' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT/PLOT).

1. UNIT:

- Flooring : Vitrified tiles in the bed rooms, living/ dining room.
- Kitchen : Marble/Granite counter top. Stainless steel sink. Ceramic tiles up to 3 feet above the kitchen counter. Exhaust Point.
- : Flooring :- Anti-skid Ceramic Tiles.
- Toilet : Flooring : Antiskid Ceramic Tiles. Ceramic tiles dado up to 7 feet height . Sanitary Ware of Hindware or equivalent make. CP fitting of Jaguar or equivalent make. Electrical point for Geyser & Exhaust Fan. Plumbing provision for Hot/ Cold water line.
- Doors : Door frames of treated and seasoned wood.
- Main door- Polished Solid core flush doors, with decorative Handles.
- Other Doors : Laminated solid core Flush doors with stainless steel fittings
- Locks and hardware of reputed make.
- Windows : Fully glazed anodized aluminium Windows.
- Electricals : Concealed copper wiring of reputed make.
- Wiring for one telephone connection.
- Cable TV points in the living room and Master bedroom. Power points in the Bedrooms, Living/ Dining Room.
- AC Point in the living/dining room and all Bedrooms.
- Modular Switches of reputed make.
- Lifts of a reputed make.
- Intercom Connection.

1.1.

SCHEDULE 'E' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT).

1. AMENITIES, FACILITIES:

1.1.1 Common Areas at the Building in which the Designated Apartment is situated:

- (i) Stair Case and Stair Cover
- (ii) Lift and Lift Machine Room
- (iii) Lift well, Lift Lobbies
- (iv) Overhead Reservoir
- (v) Water Connection
- (vi) Common Roof
- (vii) Ground Floor Lobby (air-conditioned)
- (viii) Common passage of the building and its entrance (except the open/ covered/ basement car parking areas as designated by the Promoter)

1.1.2 Common Areas at the Project:

- (i) Jogging Track
- (ii) Children's play area
- (iii) Landscaped garden
- (iv) Generator back up system
- (v) CCTV system/ 24 hours security
- (vi) Transformer
- (vii) CESC Meter room
- (viii) Water Filtration plant.
- (ix) Underground water reservoir
- (x) Drains, sewers, pipelines
- (xi) Sewage Treatment Plant
- (xii) Garbage Disposal Facility
- (xiii) Driveways and pathways
- (xiv) Common Toilets on the ground floor

- (xv) Facility Management office with store
- (xvi) Well-developed roof
- (xvii) Fire fighting system
- (xviii) Club / Recreation Centre.
- (xix) Boundary walls and main gates.

1.2 SPECIFICATIONS:

Super Structure	:	RCC Frames Structure with pile foundation.
Walls	:	Plaster of Paris (POP) / Putty finish on plaster surface
	:	Exterior-Weather Proof Paint with Decorative/ Texture Finish
Generator	:	Provision for standby supply in every Unit.
		BDR Unit 1.00 KVA
		BDR Unit 1.25 KVA
		BDR Unit 1.50 KVA

I.3 Recreation Centre/Club: A Recreation Centre/ Club shall be constructed and provided at said Land (hereinafter referred to as “the **Recreation Centre/Club**” which expression shall include any modifications or alterations of all or any such facility). The said Recreation Centre/Club will be for the benefit and common use of the Allottees of the Units/ Constructed spaces/ saleable areas in the Project to be constructed by the Promoter at the said Land. The Club / Recreation Centre shall be maintained and managed by the Promoter and after handover to the Association shall be maintained and managed by the Association. The details of the Recreation Centre/Club facilities are as follows:-

- I.3.1** Terrace Swimming Pool
- I.3.2** Steam
- I.3.3** Sky Deck with Observatory
- I.3.4** Airconditioned Community Hall
- I.3.5** Gymnasium
- I.3.6** Library
- I.3.7** Children’s Play Area
- I.3.8** Indoor Games – Pool, Table tennis,

I.3.9 Yoga Room.

I.3.10 Sports Court (on the ground floor open area)

- I.4** All Allottees of the building at the said Project will become members of the Club/Recreation Centre and the rules thereof shall be framed by the Promoter.
- I.5** The payment of the monthly subscription charges for the Club/ Recreation Centre shall be compulsory irrespective of the Allottees using the Club/Recreation Centre facilities or not. The monthly subscription charges and the user charges of the Club/Recreation Centre shall be determined by the Promoter and after handover by the Association and such rates and charges shall be varied from time to time and shall be subject to escalation according to the exigencies of the situation. It is clarified that membership of the Recreation Centre / Club and all other facilities / amenities available to the Allottees of the units in the entire Project including the separated building block no. 7 on the eastern side of the road.
- I.6** The Club/ Recreation centre will be under the Supervision and Management of the Promoter and upon Association taking over the Management of the Project the Association shall take over and will supervise and manage the Club/ Recreation Centre.

SCHEDULE E1

(HOUSE RULES)

HOUSE RULES: The Allottee binds himself and covenants to abide by the following rules, regulations and restrictions ("House Rules"):

1. TO CO-OPERATE with other co-owners and the Promoter in the management and maintenance of the said building and the Project.
2. To OBSERVE the rules framed from time to time by the Promoter and upon formation by the Association for quiet and peaceful enjoyment of the Designated Apartment, Building and the Project as a decent building in the Project without causing/creating any annoyance to any person whomsoever.
3. To allow the Promoter:
 - 3.1. To continue to carry on the development and construction and completing the construction of the Buildings including the said building in which the unit of the Allottees is situated and also the other buildings in the Project.
 - 3.2. To enter into the Designated Apartment with or without workmen after prior notice of 24 hours (except in an emergency situation) for the purpose of maintenance and repairs and inspection and for serving any notice.
4. TO PAY and bear the common expenses and other outgoings and expenses from date of taking possession/ or within 15 days of receiving a written intimation from the Promoter as per Para 7.2 (Procedure for taking possession) of the Agreement (whichever is earlier) and also the rates and taxes for and/or in respect of the said building including those mentioned in the Schedule E-2 hereunder written, proportionately for the building and/or common parts/portions and the Project and wholly for the Designated Apartment and/or to make further payment of the amounts on account thereof in the manner stated in this agreement to the Promoter and upon formation of the Association (which may be an association) to make such deposits with the said Association and such amount shall be deemed to be due and payable simultaneously with the expiry of the time period mentioned in the such written intimation the Promoter as per Para 7.2 of the Agreement or from the date of taking actual possession (whichever is earlier).
5. TO DEPOSIT the interest free amount required to be deposited with the Promoter and upon its formation with the Association as the case may be towards the liability for the rates and taxes and other outgoings.
6. NOT TO sub-divide the Designated Apartment and/or the car parking space or two wheeler parking space or any portion thereof, nor make any construction on the car parking space nor use the same for storage purposes. Not to park any two wheeler in addition to the motor car parked in the car parking space.

- 7.** NOT TO do any act deed or thing or obstruct the construction and completion of the said building and the Project in any manner whatsoever.
- 8.** NOT TO throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and common parts/portions and/or the compound thereof and also in the areas of the Project except in the space provided for placing garbage in the said Project.
- 9.** NOT TO store or bring and allow to be stored and brought in the Designated Apartment any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc. in any manner.
- 10.** NO TO hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger the building or any part thereof.
- 11.** NOT TO fix or install air conditioners in the Designated Apartment save and except at the place which have been specified in the Designated Apartment for such installation.
- 12.** NOT TO do or cause to be done in or around the Designated Apartment which may cause or tend to cause or amount to cause or affect any damage to any flooring or ceiling of the Designated Apartment or in the areas adjacent to the Designated Apartment and not in any manner to interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- 13.** NOT TO damage or demolish or cause to be damaged or demolished the Designated Apartment or any part thereof or the fittings and fixtures affixed thereto.
- 14.** NOT TO close or permit the closing of verandahs or balconies or open terraces, or doors/windows or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, open terraces lounges or any external wall or the fences of external doors and windows including grills of the Designated Apartment which in the opinion of the Promoter and/or the Association differs or deviates from the colour scheme of the building or which in the opinion of the Promoter may effect the elevation in respect of the exterior walls of the said buildings.
- 15.** NOT TO install grills and railings the designs of which have not been pre-approved by the Architect. The Promoter/Association shall be entitled and will have the right to pull down any such unauthorized grills and railing at the cost of the Allottees. The Allottees will not be allowed to change the elevation of the balcony and or open terrace and the exterior or interior of the building and the colour on the balcony/ open terrace walls and the colour of the exterior and interior of the building.
- 16.** NOT TO do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the Designated Apartment or any part of the said building or cause increased premium to be payable in respect thereof.

- 17.** NOT TO make in the Designated Apartment any structural addition and/or alteration of beams, columns, partition walls etc. or remove or place any wall or make any kind of alteration or improvement of a permanent nature except with the prior approval in writing of the Promoter/Association and also the concerned authority.
- 17.1.** NOT TO make any structure or put any shed or cover (of any kind) in the attached terrace if the same is provided / attached with the unit agreed to be sold to the Allottees.
- 18.** NOT TO fix or install any window antenna or open any other window in the Designated Apartment and on the roof or terrace of the said building . The Allottees shall be entitled to avail of the cable TV connection in the Designated Apartment only from the pre-approved agency / agencies as may be appointed by the Promoter. The Allottees cannot install any unauthorized cable wiring to the Designated Apartment.
- 19.** NOT TO use the Designated Apartment or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the owners and occupiers of the neighbouring premises or for any illegal or immoral purpose or as a Boarding House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or as a place for common discourse or for any commercial or industrial activities whatsoever and similarly shall not keep in the car parking space, if allotted, anything other than private motor car or motor cycle and shall not raise or put up any kutcha or pucca construction, grilled wall/enclosures thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space. The Allottees is also not allowed to put any signboard or Glow sign outside the unit. However, the said restriction in this clause for putting up signboard shall not apply to the areas specified for non-residential uses and purposes approved by the Promoter.
- 20.** NOT TO use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car.
- 21.** NOT TO park the car or two wheeler on the pathway or open spaces of the building or at any other place in the Project except the space allotted to it and shall use the pathways only for the purpose of ingress and egress.
- 22.** TO ABIDE by such rules and regulations as may be made applicable by the Promoter before the formation of the Association and after the Association is incorporated to comply with and/or adhere to the rules and regulations as may be made applicable by such Association.
- 23.** TO ABIDE by such rules and regulations regarding the CLUB / RECREATION CENTRE as shall be framed or made applicable from time to time by the Promoter. To pay the monthly membership fee and the user charges as may be applicable for the club / Recreation Centre.

24. NOT TO bring any animals in the Project (except pets) and not to make any animal sacrifice in the Project.
25. NOT TO alienate sell, transfer or lease out the car parking space in isolation and without effecting the sale, transfer or letting out of the Designated Apartment together with the car parking space.
26. Not to disturb the green features provided in the Project and not to violate the green building norms for the Project.
27. RESTRICTIONS on ground floor units having an attached green area:-
 - 27.1. Cannot change the fencing provided by the Promoter in the green area.
 - 27.2. Cannot grow tall trees on the green area and can only grow grass/ flowering plants/ ornamental bushes/shrubs
 - 27.3. Cannot store any goods or materials in the green area.
 - 27.4. To use only as a green area and for no other purpose whatsoever.
 - 27.5. Cannot cover the green area and it will remain open to sky and cannot be covered in any manner whatsoever.
28. To allow and permit the Promoter the following rights and authorities:-
 - (i) The Promoter exclusively reserves the right to place hoardings, banners, neon signs, advertisements and erect telecommunications and/or other towers on the terrace of the said Building at the said Land.
 - (ii) The Promoter shall at its sole discretion be entitled to provide separate entrances and other facilities to the Co-owners of different blocks or use groups and to identify and demarcate separate pathways for them respectively and for that to divide the ground floor area and/or any portion of the Said Buildings in such manner as the Promoter may deem fit and proper.
 - 28.1.2 Simultaneously with the expiry of the time period mentioned in the such written intimation the Promoter as per Para 7.2 of the Agreement the Allottees shall be liable and has agreed to regularly and punctually make payment of the proportionate share of municipal rates, taxes, maintenance charges, Club/ recreation centre membership and user charges and all necessary outgoings payable in respect of the Designated Apartment until the Designated Apartment is assessed separately and also the proportionate share of the maintenance charges without raising any objection thereto and in the event of any default the Allottees shall be liable and agree to make payment of interest at the rate prescribed under the Act on the amounts outstanding and if such default shall continue for a period of two months the Promoter without prejudice to their rights and contentions shall be entitled to and the Allottees hereby consent to (i) discontinue supply of electricity, (ii) to discontinue supply of water and (iii) Prevent user of the lift and the Club/Recreation Centre by the Allottees and all persons claiming through him and the said services shall be restored only upon

payment of all the amounts due with interest thereon as aforesaid and the Allottees assuring not to make such defaults in future.

SCHEDULE E-2

Common Expenses shall include the following (“**Common Expenses**”):

1. The costs and expenses of maintaining, repairing, redecoration and renewing etc of the buildings in the Project, the boundary walls, the main structure and in particular the roof, drains, gutters and water pipes for all purposes, electric installations, cables and wires in under and upon the said building and enjoyed and used by the Allottees in common with the occupiers or serving more than one flat/other saleable spaces at the buildings in the Project.
2. The costs of cleaning and lighting the main entrances, passages, landings, lobbies, staircases and other common parts of the said building so enjoyed by the Allottees in common as aforesaid.
3. The costs of painting, repainting, decorating and redecorating the exterior of the said building.
4. The cost of salaries of the janitors, officers, clerks, bill collectors, liftmen, chowkidars or security men, sweepers, caretakers, electricians, plumbers, health instructor and any other employee as the Promoter/ Association may deem fit.
5. The costs charges and expenses of working and maintenance as well as repairs and replacement of common utilities such as lifts, generators, transformers, water pumps, water filtration plant, tube well, firefighting equipment, sewage treatment plant, air-conditioners and other equipments etc. as may be installed in the buildings at the said Project.
6. Municipal tax and other rates, taxes, and outgoings in respect of the common portions.
7. Keeping the driveways in good condition and get the same repaired and when necessary.
8. Premium for the insurance of the buildings at the said Project against loss or damage by earthquake, riot, strike, malicious damage, civil commotion, flood, fire, storm, cyclone, tempest and such other risks as the Promoter/ Association may deem fit.
9. Such other expenses as are deemed necessary by the Promoter/ Association for the maintenance and upkeep of the said buildings at the Project and incidental to the holding and ownership of the land and building and the Designated Apartment and other flats and saleable spaces for the buildings at the said Project.
10. Providing and arranging for the disposal of the rubbish/garbage from the receptacles providing by the Promoter/ Association.

11. The fees and disbursements paid to any caretaker, workmen, manager, contractor, agent, security agency as may be appointed by the Promoter/Association in respect of the management, upkeep and maintenance of the said buildings at the Project.
12. The fees of the qualified accountant for auditing the accounts of the Association.
13. Such amounts as shall be decided and fixed by the Promoter/Association in their absolute discretion for the management, upkeep and administration and other like purposes of the buildings and the common parts, portions and facilities at the said Project.
14. The expenses to be incurred for the maintenance of the Recreation Centre/Club at the said Project as may be determined by the Promoter/Association. These expenses shall also include the salary of the manager, swimming pool maintenance staff, librarian, gym instructor, supervisors etc. as may be necessary from time to time. Other expenses for the Recreation Centre/Club shall include the maintenance of the gym equipments, steam equipments, swimming pool, air conditioners, repainting of the club and the community hall and the other areas and all other expenses that may be incurred in this regard.
15. Complying with the requirements of and directions of any competent authority and with the provisions of all statutes, regulations, orders and bye-laws relating to the management and maintenance of said buildings at the Project including the renewal of the lift licenses and other permissions as may be necessary.
16. Administration and management of the buildings at the Project and arranging for all necessary meetings to be held for complying with all relevant statutes and its own regulations and employing a suitable firm to deal with such matters if deemed fit by the Promoter/ Association.
17. The said Sinking Fund shall be kept in a separate account and any interest or income of the said fund (the balance thereof) shall be made over to and held by the Association in trust for the units / flats Allottees and shall only be applied as stated in the aforesaid clauses of this agreement.

SCHEDULE E-3

Easement and quasi-easements rights for the Allottees and co-owners

1. The right in common with the other Allottees for the use of common parts for ingress in and egress out.
2. The right of passage in common with other Allottees to get gas, electricity, water connection, telephone connection, cable T.V. connection etc. from and to any other flats or common parts through pipes, drains, wires, conduits lying or being in under through or over the Designated Apartment as far as may be reasonably necessary for the beneficial use and occupation of the other parts of the building.
3. The right of protection of from by and for other parts of the building by all parts at the Designated Apartment as far as it be necessary to protect the same.

4. The right of support from the Designated Apartment that be enjoyed by the other parts of the building.
5. The right with or without workmen and with the necessary materials to enter from time to time to the other flats for the purpose of repairing so far as may be necessary, pipes, drains, wires, and conduits as aforesaid provided always that save in the case of emergency the Allottees shall give a prior forty eight hours written notice to the other co-owners/Vendors/ Association of the intention for such entry as aforesaid.