

AGREEMENT FOR SALE

This Agreement for Sale (Agreement) executed on this _____ day of _____ 20__.

BY AND BETWEEN

SUGAM GRIHA NIRMAAN LIMITED, a company incorporated under the Companies Act, 1956, having its CIN U70109WB1989PLC045956 and having PAN **AAECS7354N** and having its Registered Office at 2/5, Sarat Bose Road, P.S. Ballygunge, P.O. Elgin Road, Kolkata – 700 020, AND (2) **ERODE MERCHANTS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its CIN U67120WB1995PTC073778 and having PAN AAACE5513F, and having its registered office at 2/5, Sarat Bose Road, P.S. Ballygunge, P.O. Elgin Road, Kolkata – 700 020 AND (3) **ALEXIA DEALERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its CIN

U51909WB2008PTC126236 and having PAN AAHCA0632L, and having its registered office at 2/5, Sarat Bose Road, P.S. Ballygunge, P.O. Elgin Road, Kolkata – 700 020 AND (4) **ARYA PROJECTS LIMITED**, a Company incorporated under the Companies Act, 1956, having its CIN L72300WB1978PLC031444 and having PAN AACCA1732C and having its registered office on the 2nd floor in the building known as “Commerce House” at 2, Ganesh Chandra Avenue, P.S. Bowbazar, P.O. Bowbazar, Kolkata – 700 013, all hereinafter jointly referred to as the “**OWNERS**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors-in-interest and agents and all represented by their Constituted Attorney _____, son of _____, having PAN _____ and having his Aadhaar No: _____ and having his place of business at 2/5, Sarat Bose Road, P.S. Ballygunge, P.O. Elgin Road, Kolkata – 700 020, duly authorised *vide* Power of Attorney dated _____ of the **FIRST PART** ;

AND

SUGAM SERENITY LLP a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its LLP Identification No. AAC 7288 and having its PAN ACQFS2908B and its registered office 2/5, Sarat Bose Road, P.S. Ballygunge, P.O. Elgin Road, Kolkata – 700 020, represented by its _____, Mr. _____, son of _____, having PAN _____ and having his Aadhaar No: _____ and having his place of business at 2/5, Sarat Bose Road, P.S. Ballygunge, P.O. Elgin Road, Kolkata – 700 020 and hereinafter referred to as the “**PROMOTER**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest, agents and assigns) of the **SECOND PART** ;

AND

[If the Allottee is a company]

_____ (CIN _____) 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. _____ (PAN _____), (Aadhaar No. _____) son/daughter of _____ aged about _____

_____, residing at _____ P.S.
_____, P.O. _____;

AND

Mr. / Ms. _____ (PAN _____), (Aadhaar No. _____) son/daughter of _____ aged about _____, residing at _____ P.S. _____, P.O. _____ 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) of the **THIRD PART.**

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

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.

ii WHEREAS

A. The Owners are the absolute and lawful owners of lands at Premises No. 1479, Kusumba, P.O. Narendrapur, P.S. Sonarpur, Under Ward No. 7 of the Rajpur- Sonarpur Municipality containing an area of 178 Kottahs 0 Chattack 9.52 sq. ft (more or less) and comprised in the L.R. Khatian Nos. 2831, 2832, 2833 and 2834 lying situate at Mouza Kusumba, Pargana Madanmalla, J.L. No. 50, R.S. No. 138, Touzi No. 259, hereinafter referred as the "said Land" and fully described in the **SCHEDULE - A** hereunder written, vide sale deed(s) and other chain of title as mentioned in **SCHEDULE A - 2** hereto.

The Owners and the said Promoter, Sugam Serenity LLP, have entered into an Agreement of Development dated 21st January 2020 registered with the Additional Registrar of Assurances - I, Kolkata in Book I, Volume No 1901-2020, Pages 16852 to 16917 Being No. 190100328 for the year 2020.

B. The said Land is earmarked for the purpose of building a residential project comprising multistoried apartment buildings and some commercial spaces and the said project shall be known as **SUGAM PRAKRITI** ("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 Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment from the Rajpur-Sonarapur Municipality. 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.

E. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on ____ under registration no. HIRA/P/SOU/____/_____.

F. The Allottee had applied for an apartment in the Project, vide application No. _____ dated _____ and has been allotted apartment/commercial unit 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/Unit" more particularly described in **SCHEDULE A - 1** and the floor plan of the Designated apartment/Unit is annexed hereto and marked as **SCHEDULE B**);

G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

H. The additional disclosures/details agreed between the parties are contained in **SCHEDULE A-3** hereto.

I. 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.

J. 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.

K. 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/Commercial Unit and the parking (if applicable) as specified herein above.

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 F.

1.2 The Consolidated Price for the Designated Apartment/Commercial Unit and appurtenances based on the carpet area is Rs. _____ (Rupees _____ only) and Goods & Services Tax (GST) at the applicable rates on the said Consolidated Price plus Extra Charges as provided herein below Goods & Services Tax (GST) at the applicable rates on the said Extra Charges (together referred to as "Total Price") :

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

Taxes on the Consolidated Price (in Rs.)	The Goods & Service Tax and any other applicable tax on the Consolidated Price shall be payable by the Allottee as per prevalent rates
Extra Charges	(as per the Agreement for Sale)
Taxes on Extra Charges (in Rs.)	The Goods & Service Tax and any other applicable tax on the Extra Charges shall be payable by the Allottee as per prevalent rates
Total Price (in Rs.)	Sum total of Consolidated Price, Extra Charges and Taxes

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 described herein at **SCHEDULE D** and for the Project described herein at **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 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 and the Project 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.

1.6 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 3% 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.

1.7 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 a member 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.

1.8 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.

1.9 The Promoter agrees to pay all outgoings before transferring the physical possession of the Designated Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, 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 outgoings 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 outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.10 The Allottee has paid a sum of **Rs. _____ (Rupees _____ only)** as booking amount being part payment towards the Consolidated 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, 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 Sugam Serenity LLP payable at Kolkata.

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 Building Rules as prescribed and applicable by competent authorities and shall not have an option to make any variation/alteration/modification in such plans beyond those contemplated 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 by _____ with a grace period as granted by the West Bengal Housing Industry Regulatory Authority, 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 ("**Force Majeure**"). 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 Consolidated Price plus applicable taxes) 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 have 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) There are no litigations pending before any Court or law or Authority with respect to the said Land, Project or the Designated Apartment;

(iv) 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 have 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;

(v) 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;

(vi) The Owners/Promoter have 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;

(vii) The Owners/Promoter confirm that the Owners/Promoter are not restricted in any manner whatsoever from selling the said Designated Apartment to the Allottee in the manner contemplated in this Agreement;

(viii) 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;

(ix) The Schedule Property/Said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(x) 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;

(xi) 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/or the 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 or the Registration Authority 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, open/covered parking and mechanical 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/Unit 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 Service Areas: The service areas, if any, located within **Sugam Prakriti** shall be ear-marked for services including but not limited to electric sub-station (if required), transformer, DG set, underground water tank, Pump, maintenance and service room, firefighting pump and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the

services areas in any other manner whatsoever, and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services. The areas earmarked as parking spaces shall be used only for the purpose of parking of motor cars.

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 New Building, or the Designated Apartment, or the common areas including staircases, lifts, common passages, corridors, circulation areas, 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 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 the staircase of the New Building. The Allottee shall also not remove any wall including the outer walls and load bearing walls 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 *West Bengal Apartment Ownership Act, 1972*. The Promoter shall ensure compliance of various laws/regulations as applicable in the said Act.

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter 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 \ 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 concerned 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 Kolkata after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement, it shall be registered at the Office of the Sub-Registrar or at the Office of the Additional Registrar of Assurances, Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

29. NOTICES:

That all notices to be served on the Allottee and the 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)

For the Promoter:

SUGAM SERENITY LLP

2/5, Sarat Bose Road, Unit 1'F',

P.S. Ballygunge,

P.O. Elgin Road, Kolkata-700 020

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, prior to the execution and registration of this Agreement for Sale for such apartment shall not be construed to limit the rights and interests of the Allottee 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 Kolkata in the presence of attesting witness, signing as such on the day first above written.

<u>SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE/S:</u>	
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SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER:	<p style="text-align: right;">For Sugam Serenity LLP</p> <p style="text-align: right;">Partner</p>
SIGNED AND DELIVERED BY THE WITHIN NAMED OWNERS:	<p style="text-align: center;">For Sugam Griha Nirmaan Ltd., Alexia Dealers Pvt. Ltd., Erode Merchants Pvt. Ltd. & Arya Projects Ltd.</p> <p style="text-align: right;">Authorised Signatory</p>

SCHEDULE A

SAID LAND

ALL THOSE the pieces and parcels of land together with the structures (1998 square feet) standing thereon or part thereof containing an area of 294 decimals equivalent to 178 Kottahs 0 Chattack 9.52 sft (more or less) lying situate at Mouza Kusumba, Pargana Madanmalla, J.L. No. 50, R.S. No. 138, Touzi No. 259, Police Station : Sonarpur, Sub Registration Office : Sonarpur, in the District of 24 Parganas (South) numbered as Premises No. 1479, Kusumba, P.O. Narendrapur, Kolkata-700103, within the limits of Ward no. 7 of the Rajpur- Sonarpur Municipality and comprised in the L.R. Khatian Nos. 2831, 2832, 2833 and 2834 and the following several Dag numbers.

L.R. Dag No.	R.S. Dag No.	Area (Decimal)
1629	1556	20
1635	1562	27
1634	1561	26
1633	1560	16
1631	1558	06
1612	1541	03
1639	1567	08
1640	1568	08
1651	1579	48
1632	1559	07
1652	1580	14
1650	1578	19
1653	1581	02
1654	1582	13
1655	1583	09
1677	1605/2506	13
1679	1606	05
1678(P)	1605(P)	27
1680(P)	1607(P)	07
1656(P)	1584(P)	04

1657(P)	1585(P)	12
	Total Area	294 Decimal

Equivalent to 178 Kottahs 0 Chattacks 9.52 sft

Butted and Bounded as follows:

On the East: Premises No. 710 Kusumba;
On the South: By Public Road;
On the West: By Public Land; and
On the North: By Public Road/Others Land

SCHEDULE A - 1

DESIGNATED APARTMENT/UNIT

All That the Designated Apartment/Unit bearing No. ____ containing a Carpet Area of _____ Square Feet more or less on the _____ floor of Block No. ____ of the Housing Complex "SUGAM PRAKRITI" at the said Land described in the FIRST SCHEDULE hereinabove written and shown in the **Plan** annexed hereto, duly bordered thereon in "**RED**".

With exclusive right to use the Open Terrace attached to the said Designated Apartment containing a built-up area of _____ Square Feet more or less, as shown in the **Plan** annexed hereto.

With right to park _____ medium sized **motor car/s** in the covered space on the **Ground Level** of the Housing Complex, as shown in the **Plan** annexed hereto.

With right to park _____ medium sized **motor car/s** in the **Open Compound** of the Housing Complex, as shown in the **Plan** annexed hereto.

With right to park _____ medium sized **motor car/s** in the **Upper / Lower Level** of one of the **Multi Level Mechanical Car Parks** to be installed in **Open Compound** of the Housing Complex, as shown in the **Plan** annexed hereto.

SCHEDULE A - 2

CHAIN OF TITLE:

1. **WHEREAS** by a conveyance dated 22nd September, 2010 made between Shyamdas (alias Shyamdas Lalwani alias Shyamdas Tharoomal) therein referred to as the 'Vendors' of the one part and the abovenamed vendors all therein jointly referred to as the 'Purchasers' of the other part and registered in Book No. 1, CD Volume No.22, pages from 8161 to 8184 being No. 09192 for the year 2010 at the office of the Additional Registrar of Assurances-I, Kolkata, the said therein named vendors for the consideration and in the premises therein stated sold and the above named Vendors purchased ALL THOSE pieces or parcels of lands of diverse natures containing an area of 135 Cottahs 14 Chittacks and 5.76 square feet (more or less) together with twenty very old tin shed residue tiles units standing

on part of the said lands comprised in J.L. No. 50, L.R. Khatian No. 1741, being a portion of Municipal Holding No. 709 Kusumba and a portion of Municipal Holding No. 710 Kusumba within Ward No. 7 of The Rajpur-Sonarapur Municipality and recorded in the following R.S. Dag Nos., L.R. Dag Nos., lying situate in Mouza-Kusumba P.S. Sonarpur, P.O. Narendrapur, Sub-Registration office at Sonarpur, L.R. Khatian No. 1741 , Pargana Madanmolla, District-24 Parganas (South) and the particulars of which lands are stated hereunder –

R.S. Dag No.	R.S. Khatian No.	L. R. Dag No.	Land Area
1579	276	1651	29.00
1582	552	1654	7.00
1583	422	1655	4.00
1603	648	1675	24.10
1535	335	1608	14.05
1534	336	1607	0.80
1588	529	1660	4.50
1601	530	1673	2.90
1597	1093	1669	1.00
1604	648	1676	1.00
1581	467	1653	2.00
1580	995	1652	14.00
1556	1348	1629	2.50
1556	1193	1629	2.25
1605/2506	309	1677	13.00
1537	529	1610	17.00
1585	529	1657	37.00
1586	529	1658	13.00
1587	529	1659	2.00
1584	609	1556	16.00
1586	609	1558	4.00
1587	609	1659	0.50
1536	609	1609	6.00
1604	648	1676	1.00
1602	5309	1674	6.00
		Grand Total	224.60

Equivalent to 135 Cottahs 14 Chittacks 5.76 Sq.ft.and the said lands are more fully described in the Schedule thereunder written.

2. **AND WHEREAS** by another conveyance dated 22nd September, 2010 made between (1) Rajesh Lalwani and (2) Rakesh Lalwani, both therein jointly referred to as the Vendors of the first part and the

above named vendors all therein jointly referred to as the purchasers of the second part and the said Rajesh Lalwani therein referred to as the Executor of the third part and duly registered in Book No. 1, C.D. Volume No. 22, pages from 8185 to 8207, being No. 09193 for the year 2010, at the office of the Additional Registrar of Assurances-I, Kolkata the said therein named vendors for the consideration and in the premises therein stated, the said Executor confirmed having assented to the vesting of the said lands thereby sold in favour of the vendors and the above named vendors purchased all those pieces or parcels of lands of diverse nature containing an area of 103 Cottahs 5 Chittacks and 25.06 square feet together with 35 tin shed residential quarters with cement shed and three tiled tenements all lying situate and being a portion of Municipal holding No. 709 and also Municipal holding No. 173 Kusumba under Ward No. 7 of Rajpur - Sonarpur Municipality on a 19' wide road comprised in J.L. No. 50, L.R. Khatian No. 593, Mouza - Kusumba, P.S. Sonarpur, Sub-Registrar Office at Sonarpur, P.O. Narendrapur, Pargana - Madanmolla, District-24 Parganas (South), recorded in the following R.S. Dag Nos. and the following L.R. Dag Nos, particulars of which lands are stated hereunder –

R.S. Dag No.	R.S. Khatian No.	L. R. Dag No.	Land Area
1541	257	1612	3.0
1558	257	1631	6.0
1559	257	1632	7.0
1560	257	1633	16.0
1562	710	1635	27.0
1556	760	1629	0.38
1556	1348(Hal)	1629	2.50
1567	580	1639	8.0
1556	1193	1629	2.5
1556	1193	1629	4.0
1556	1348 (Hal)	1629	4.0
1556	1193	1629	1.5
1556	1348 (Hal)	1629	1.5
1533	338	1606	17.0
1603	648	1675	0.90
1535	335	1608	6.95
1534	336	1607	4.20
1598	553	1670	8.0
1588	529	1660	9.5
1589	529	1661	5.0
1596	530	1668	11.0
1599	530	1671	2.0
1601	530	1673	0.10
1590	530	1662	2.0
1597	1093	1669	21.0

		Grand Total	171.03
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Equivalent to 103 Cottahs 5 Chittacks 25.06 Sq.ft. and the said lands are more fully described in the Schedule thereunder written.

3. **AND WHEREAS** by another conveyance dated 22nd September, 2010, made between (1) Mrs. Kamala Lalwani (2) Mrs. Rhea Sahjwani (3) Mrs. Babita Sawlani (4) Rajesh Lalwani and (5) Rakesh Lalwani, all therein jointly referred to as the Vendors of the one part and the above named vendors all therein jointly referred to as the purchasers of the other part and registered in Book No. 1, C.D. Volume No. 22, pages from 8208 to 8217, being No. 09194, for the year 2010, at the office of the Additional Registrar of Assurances - I, Kolkata, the said therein named Vendors for the consideration and in the premises therein stated the said Executor confirmed having assented to the vesting of the said lands thereby sold in favour of the vendors and the above named vendors purchased, ALL THOSE pieces or parcels of Land of diverse nature containing an area of 8 decimals equivalent to 4 Cottahs 13 Chittacks and 19.8 square feet (more or less) lying situate within the limits of Ward No. 7, of the Rajpur Sonarpur Municipality on a 19' wide road recorded in J.L. No. 50, Touzi No. 259, Pargana - Madanmollah, P.O. Narendrapur, District-24 Parganas (South) comprised in R.S. Dag No. 1591 (Part), L.R. Dag No. 1663, L.R. Khatian No. 593, Mouza - Kusumba, P.S. Sonarpur, Sub - Registrar Office at Sonarpur, District - 24 Parganas (South) and the said land is more fully described in the Schedule thereunder written.

4. **AND WHEREAS** by another conveyance dated 22nd September, 2010, made between Shyamdas & Company (a partnership firm constituted of its partners, namely (1) Shyamdas (Lalwani) and (2) Prem Lalwani therein referred to as the vendors of the one part and the above named Vendors all therein referred to as the Purchasers of the other part and duly registered in Book No. 1, C.D. Volume No. 22, pages 8228 to 8243, being No. 09195, for the year 2010, at the office of the Additional Registrar of Assurances - I. Kolkata, the said vendors for the consideration and in the premises therein stated, sold and the said purchasers purchased ALL THAT piece or parcel of Sali land together with residential quarters with cement floor ad-measuring 8 decimals equivalent to 4 Cottahs 13 Chittacks 19.8 square feet (more or less) recorded in J.L. No. 50, Touzi No. 259, L.R. Dag No. 1640, L.R. Khatian No. 1741, R.S. Dag No. 1568, R.S. Khatian No. 138, in Mouza - Kusumba, Pargana - Madanmollah, P.O. Narendrapur, P.S. Sonarpur, Sub-Registration Office at Sonarpur, District-24 Parganas (South), within Ward No. 7, of the Rajpur - Sonarpur Municipality, being a part of Municipal holding No. 710, Kusumba.

5. **AND WHEREAS** by a conveyance dated 8th October, 2010 made between (1) Rajesh Lalwani and (2) Rakesh Lalwani, both therein referred to as the Vendors of the first part and the above named

Vendors therein jointly referred to as the Purchasers of the second part and Rajesh Lalwani, therein referred to as the Executor of the third part and duly registered in Book No. 1, C.D. Volume No. 24, pages 2473 to 2495. being No. 09751, for the year 2010 at the office of the Additional Registrar of Assurances - I, Kolkata, the confirming parties thereby confirmed having assented to the vesting of the said land in favour of the vendors confirmed and accepted the absolute right of the vendors to sell and transfer the said land, the said Vendors in the premises and for the consideration thereby sold **ALL THAT** piece or parcel of land containing an area of 87 decimals equivalent to 52 Cottahs 10 Chittacks 7.2 square feet more or less with old residential quarters lying situate and being a portion of Municipal holding No. 710, Kusumba, in Ward No. 7 of the Rajpur - Sonarpur Municipality recorded in J.L. No. 50, R.S. No. 138, in several R.S. Dag Nos. and in several R.S. Khatian Nos. and several L.R. Dag Nos. and of diverse nature of use and particulars of the said land are stated below:-

R.S. Dag No.	R.S. Khatian No.	L.R. Dag no.	Land Area (Decimals)
1578	444	1650	19
1579	276	1651	19
1582	552	1654	6
1583	422	1655	5
1605	833	1678	26.30
1606	995	1679	5
1607	833	1680	6.70
		Total	87

Grand Total :- 87 Decimals Equivalent to 52 Cottahs 10 Chittacks 7.2 sq.ft.

6. **AND WHEREAS** by another conveyance dated 8th October, 2010, made between Shyamdas alias Shyamdas Lalwani alias Shyamdas Tharoomal, therein referred to as the Vendor of the first part and the above named vendors therein jointly referred to as the purchasers of the second part and Rajesh Lalwani therein referred to as the Executor of the third part and registered in Book No. 1, C.D. Volume No. 24, pages from 2453 to 2472 being No. 09750, for the year 2010, at the office of the Additional Registrar of Assurances - I, Kolkata, the said Executor confirmed having already assented to the vesting of the said land, thereby sold in favour of the vendors and confirmed absolute right of the vendors to sell the said land thereby sold and for the consideration and in the premises therein stated, the said vendors sold and the said purchasers purchased **ALL THAT** piece or parcel of Danga land together with old tin shed residential units containing (as per deeds) an area of 26 decimals equivalent to 15 Cottahs 13 Chittacks and 30.6 square feet more or less together with brick built hut lying situate and being Holding No. 709, Kusumba, within Ward No. 7, of the Rajpur - Sonarpur Municipality abutting on a 19' wide road recorded in J.L. No. 50, R.S. Dag No. 1561, R.S. Khatian No. 721, Hal Khatian No.1193,

L.R. Dag No. 1634, L.R. Khatian No. 593, Mouza - Kusumba, P.S. Sonarpur, Sub - registration office at Sonarpur, Pargana-Madanmolla, P.O. Narendrapur, District - 24 Parganas (South).

7. **AND WHEREAS** the said land purchased by the above named vendors by virtue of the aforesaid recited six conveyances containing all together an area of 524.63 satak equivalent to 317 Cottahs 06 Chittacks and 18.22 square feet recorded/comprised in J.L. No. 50, within several khatians and several R.S. Dag numbers , and several L.R. Dag Nos as herein before stated are lying situated adjacent to each other and forming a plot of land which was numbered as Holding No.710 Kusumba and Holding No. 173 Kusumba within Ward No. 7 of the Rajpur - Sonarpur Municipality, Mouza-Kusumba, P.S. Sonarpur, P.O. Narendrapur, Sub - registration office at Sonarpur, Pargana - Madanmolla and District-24 Parganas (South) and duly mutated in records of the concerned B.L. & L.R.O. and the said Rapur-Sonarpur Municipality in the Joint names of the vendors as being the joint owners thereof.

8. **AND WHEREAS** the said Vendors/ Owners obtained the amalgamation of Pre. No. 710 Kusumba and Pre. No. 173 Kusumba in the records of the said Municipality and the amalgamated plot was numbered as Holding no. 710, Kusumba by the said municipality.

9. **AND WHEREAS** the Vendors have for the sake of convenience and other good reasons formed two lots, of the said entire lands and got the said two Lots separately assessed by the said Rajpur – Sonarpur Municipality, being -

(a) Municipal Holding No. 710 Kusumba containing an area of 139 Kottahs 4 Chattacks 8.7 sft. within the limits of ward no. 7 of the Rajpur Sonarpur Municipality, P.S. Sonarpur.

(b) Municipal Holding No. 1479 Kusumba containing an area of 178 Kottahs 0 Chattack 9.52 sft within the limits of Ward No. 7 of the Rajpur Sonarpur Municipality, P.S. Sonarpur.

10. **AND WHEREAS** the said respective Municipal Holdings are also duly mutated in the Joint names of the said Vendors/owners in the records of the Rajpur- Sonarpur Municipality.

11. **AND WHEREAS** the Vendors have obtained the use / nature of land comprised in the said premises being Holding No. 1479 Kusumba converted by the concerned authorities and the Vendors are entitled to use the land of the said premises for the purpose of construction of new buildings containing self contained flats/units for residential /commercial and other lawful uses.

12. **AND WHEREAS** the Owners have decided to take up the Development of the said Holding No.1479 Kusumba containing an area of 178 Kottahs 0 Chattack 9.52 sft lying situate within Ward No. 7, of the Rajpur - Sonarpur Municipality and the said land is hereinafter referred to as the said 'Land'.

13. **AND WHEREAS** the Owners have got a building plan bearing No. **313/CB/07/17** dated **16th March 2020** sanctioned for construction of the new buildings containing self contained independent

residential flats, commercial spaces and other units on the land of the said Municipal Holding No. 1479 Kusumba (hereinafter called the said 'Land').

14. **AND WHEREAS** the Owners have mutually agreed that the said Promoter shall do the development of the said land of the said Municipal Holding No. 1479 Kusumba and the construction of the new buildings thereon or on part thereof containing self contained independent residential/other units with the provision of car parking spaces (open, covered and mechanical)

15. **AND WHEREAS** the Owners and the Promoter have entered into an Agreement of Development dated 21st January 2020 and registered with the Additional Registrar of Assurances - I, Kolkata in Book I, Volume No 1901-2020, Pages 16852 to 16917 Being No. 190100328 for the year 2020 for the development and commercial exploitation of the said premises.

16. **AND WHEREAS** the Owners have granted a Power of Attorney to the Promoter and also its Designated Partners Mr. Ashok Saraf, and Mr. Arvind Kumar Saraf and the said Power of Attorney dated 12th February 2020 registered with the Additional Registrar of Assurances, Kolkata, registered in Book I, Vol. No. 1901-2020, Pages 31006 – 31056, Being No 190100639 for the year 2020, for undertaking all the acts, deeds and things as may be necessary for giving effect to and carrying out the terms and conditions of the registered Agreement for Development dated 21st January 2020.

17. **AND WHEREAS** the Promoter is in course of development and construction of the new buildings as aforesaid and is entitled to enter into agreements with the intending purchasers of the designated apartments/ constructed areas/ commercial spaces/units/ car parking spaces (open, mechanical and covered) in the said new buildings to be constructed on the said land.

SCHEDULE-A-3

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 Designated Apartment/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 Rajpur Sonarpur Municipality vide sanction **Plan No. 313/CB/07/2017 dated 16th March 2020** and also including all revisions, modifications alterations and additions thereof as may be obtained by the Promoter from time to time, 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 Sugam Serenity LLP against proper receipt being granted by it or any person authorized by it in writing. The Promoter/Owner shall receive the entire consideration amount from the Allottees for the sale of all constructed areas / apartments / saleable areas / car parking spaces etc. without any objection, claim or dispute of the Owners .

3. 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 Designated Apartment/Unit.

4.1.3 Charges for legal documentation payable at is Rs. 15/- per sq. ft..

4.1.4 For WBSEDCL Transformer and high-tension line, line expenses up L.T. Line, Cables, cost including transformer surcharges and contractor charges @ Rs. 30/- per square feet. For Generator provision (stand by) for Designated Apartments/Units

400 KVA for 1 BDR flats @Rs. 20/- per square feet

500 KVA for 2 BDR flats @Rs. 20/- per square feet

600 KVA for 3 BDR flats @Rs. 20/- per square feet

4.1.5 Window grills are mandatory at extra cost and such costs are to be paid at the time of the roof slab casting.

4.1.6 The Allottees will have to pay the security deposit and the expenses as may be required by WBSEDCL for individual meter in the Designated Apartment directly with WBSEDCL and the proportionate share of the deposits and expenses payable to WBSEDCL for the building and the Project.

4.1.7 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.

4.1.8 Goods and Services Tax (GST) (at prevailing rates)

4.1.9 House Tax/Mutation fees/ GST/Betterment Fees/Development Charges/Local Taxes/EDC/IDC charges and other taxes and duties etc., or other statutory levies or liabilities as would be applicable and charged by the Promoter

4.1.10 All costs, charges and expenses on account of bringing water lines/connections and the amounts payable to the provider thereof.

4.1.11 Cost of formation of the Association.

4.1.12 Costs for the development of the recreation centre.

4.1.13 Costs for the external pipelines, and sewage treatment plant.

4.1.14 CCTV or any other chargeable facility as may be decided by the Developer.

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. 2.50 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. 30/- per Sq. ft. The maintenance deposit is subject to review and escalation as per the exigencies of the situation.

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

4.2.3 Sinking Fund @Rs. 15/- 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. 2.50 per sq. ft. per month (plus GST as applicable) of the area of the Unit per month for 12 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 12 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 12 months @ Rs. 2.50 per sq. ft. per month (plus GST as applicable) is as per the present estimates and such amount is to be paid @ Rs. 2.50 per sq. ft. per month (plus GST as applicable) 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 is free of any encumbrance or liability. The Allottees agree and undertake that he/she/they shall not create any encumbrances over the said Land/ units till such time an NOC in writing is received from the Promoter.

7. 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.

8. 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.

9. 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-1** hereto.

10. 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).

10.1. 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 **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 the Designated Apartment to the Promoter and a similar fee shall be payable for every successive nomination till the execution of the conveyance.

10.2. 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 10.1 herein 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.

11. AREA CALCULATION:

11.1. 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/Designated Apartment.

11.2. Balcony Area: The net usable area of the exclusive covered balcony/ies (if any) attached to the Designated Apartment, if granted to the Allottee.

11.3. Open Terrace Area: The net usable area of the exclusive open space attached to the Designated Apartment if granted to the Allottee.

11.4. 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.

11.5. Proportionate Common Area: The proportionate share of the Common Areas attributable to the Designated Apartment is undivided _____ Square feet more or less.

11.6. 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.

12. 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.

13. 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.

14. 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).

15. Unless changed by the Promoter, M/s. Shelter having its place of business at Unit No. 609/610, Sixth Floor, Active Business Park , 54/10 D C Dey Road, Kolkata 700015 shall be the Architect for the Project.

16. The name of the Project shall be "**SUGAM PRAKRITI**" and cannot be changed.

17. 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 Consolidated Price shall be paid by the Allottee to the Promoter /Owners in installments as follows:

10% of the Consideration as Booking Amount payable on or before the execution of the agreement for sale to be caused to be done by the proposed Allottee latest within 15 days from the date of application less amount paid on application and GST as applicable	Rs.
10% on Signing of agreement within 30 days of application and GST as applicable	Rs.
10% on Completion of Pile Foundation of the specific tower and GST as applicable.	Rs.
10% immediately on completion of 1st floor slab casting (for the said Unit)and GST as applicable.	Rs.
10% immediately on completion of 3rd floor slab casting (for the said Unit)and GST as applicable.	Rs.
10%immediately on completion of 5th floor slab casting (for the said Unit)and GST as applicable.	Rs.
10% immediately on completion of 7th floor roof casting (for the said Unit)and GST as applicable.	Rs.
10% immediately on completion of Brickwork/Walls of the booked unit and GST as applicable.	Rs.
10% immediately on completion of Flooring of the booked unit and GST as applicable.	Rs.
10% on or before possession and GST as applicable	Rs.

** TDS @ 1% will be applicable (As per applicable Law)

** GST on Consolidated Price will be applicable (As per applicable Law)

*** GST on Extras and Deposits will be applicable (As per applicable Law)

SCHEDULE D

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT)

Super Structure	:	RCC Frames Structure
Walls	:	Plaster of Paris/Putty/Gypsum finish on wall surface
Flooring	:	Vitrified/Rectified tiles in the bed rooms, living/dining room.
Kitchen	:	Marble/Granite counter top. Stainless steel sink. Glazed tiles up to 2 feet above the kitchen counter. Flooring : Ceramic Tiles. Exhaust Point.
Toilet	:	Flooring : Antiskid Ceramic Tiles. Glazed tiles up to door height in shower area and 4 ft. height in the remaining areas. Exhaust Point.
Doors	:	Main Door & Bedroom Doors: Flush doors enamel painted. Wooden door frames. Toilet Doors & Frames of PVC
Windows	:	Aluminum windows with clear glass Glazing; MS Grills (at extra cost).
Sanitary ware	:	White glazed sanitaryware; Chromium plated fittings
Electricals other bedroom	:	Concealed copper wiring; Cable TV points in the living room; Power point in the Kitchen. Provision for AC in the Master Bedroom & 1 for 2/3 bedroom flats, Geyser point in master toilet, Exhaust point in kitchen. Modular switches of reputed make.
Generator	:	Provision for standby supply power in every Flat (at extra cost.) (400 Watts for 1BHK, 500 Watts for 2BHK, 600 watts for 3BHK)

SCHEDULE E

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

COMMON PARTS & PORTIONS

PART – I (Common for the building)

- 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. Common passage of the building and its entrance (except the parking areas as designated by the Promoter)

PART –II (Common for the entire Complex)

- i. Jogging Track
- ii. Children's play area
- iii. Landscaped garden
- iv. Generator
- v. CCTV system/ 24 hours security
- vi. Transformer
- vii. WBSEDCL Meter room
- viii. Water Filtration plant
- ix. Underground water reservoir
- x. Drains, sewers, pipelines
- xi. Sewage Treatment Plant
- xii. Driveways and pathways
- xiii. Common Toilets on the ground floor
- xiv. Boundary walls and main gates
- xv. Fire fighting system

PART III Recreation Centre Facilities owned by the Owners and the Promoter

- i. Air conditioned Community Hall
- ii. Library
- iii. Indoor games room with Table Tennis
- iv. Gymnasium
- v. Swimming Pool

1.3 Specifications of the Project:

Super Structure : RCC Frames Structure with pile foundation.

Walls : Exterior-Weather Proof Paint with Decorative/ Texture Finish

1.4 Recreation Centre/Club:

1.3A 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. 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.

1.4The 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.

1.5The 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/Unit Holder 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(which ever 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 (which ever 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. NOT 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. 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.

(iii) The Allottee is aware that a portion of the complex is for commercial purposes and agrees not to raise any objection thereto. The Promoter shall make all efforts to separate the common areas, facilities and utilities of the commercial portions and residential portions of the complex. However some of the common areas, facilities and utilities in the complex may have to be shared and owned be common between the commercial units and residential units and the Allottee shall not raise any objection thereto. The membership and usage of the recreation centre shall be restricted to the residential owners / occupants only

27.1.2 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 (the Allottees shall not proportionately share the additional taxes and/ or levies and / or surcharges as may be levied exclusively for the commercial units), maintenance charges, Club/ recreation centre membership and user charges and all necessary outgoings payable in respect of the Designated Apartment/Unit until the Designated Apartment/Unit 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.

28. In addition to the above, the Unit Holder of the commercial spaces binds himself and covenants to abide by the following rules, regulations and restrictions:

28.1 The Unit holder shall not do or permit anything to be done in the said Commercial Unit which is likely to be a nuisance or annoyance to the other allottees or the nearby residents or which can cause any damage to the Project or any part thereof.

28.2 shall not use the said Commercial Unit or part thereof, nor shall it do or cause or permit or suffer to be done upon the said Commercial Unit and/or the Project or any part thereof anything which may offend against any statute, law or notification rules and regulations made by the Government or local authority or which may cause damage to the said Land or any part thereof or to the adjoining apartments/units.

28.3 The Unit holder shall not store any such hazardous or inflammable articles required for its business in such manner which may caused hazard at the said Project and /or the said Land.

Further, the unit holder shall not keep any articles, objects, or substance, etc. in the lobby or the other common areas of the Project. They shall ensure that their staff/workmen do not spoil or deface the walls inside and outside the commercial unit and/or the Project. Noise and vibration due to the commercial/business activities of the Unit Holder shall be kept to a minimum in order to ensure no disturbance is caused to the other allottees/unit holders.

28.4 The Unit holder shall also not carry out any illegal commercial activities at the said commercial Unit and shall obtain all necessary permissions relating to its business from the concerned authorities and shall also be liable to pay all taxes and levies related to its business.

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 in relation to 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 / designated apartments 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.

MEMO OF CONSIDERATION

Received of and from the within named Allottee/s the within mentioned sum of Rs.
_____ (Rupees _____) only being part

payment of the Total Price mentioned in **Clause 1.1** per the Payment Plan mentioned in **Schedule C** hereinabove as per below:

SL. NO.	DATE OF PAYMENT	CHEQUE OR RTGS REFERENCE	AMOUNT	BANK DETAILS

Witness:

1.

For Sugam Serenity LLP

Partner

2.