

AGREEMENT FOR SUB LEASE

This Agreement for Sub Lease (**Agreement**) executed on this
_____ (Date) day of
_____ (Month), 20
_____.

BY AND BETWEEN

(If the promoter is a company]

- 1. M/s. Forum Projects Pvt. Ltd.** (CIN U70109WB1981PTC033872), a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 4/1, Red Cross Place, Kolkata, (PAN AABCS7575E), represented by its authorized signatory Mr. Krishna Kumar Agarwal duly authorized *vide* Board resolution dated _____ hereinafter referred to as the "Promoter/ Developer" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

AND

(If the Allottee is a company)

- 1. _____.** (CIN no. _____) a company incorporated under the provisions of the Companies Act, 1956.or 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 / Purchaser" (which expression shall unless repugnant to the content or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

OR

If Allottee is a Partnership Firm

1. M/s _____, 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 Allottee is an Individual

1. Mr. _____ / Ms. _____ (A adhaar no. _____) son / daughter of _____, aged about _____ residing at _____, (PAN _____) hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

OR

[If the allottee is a HUF]

1. 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 and permitted assigns).

The Promoter/ Developer and Allottee shall hereinafter collectively be referred to as the Parties" and individually as a "Party"

1. DEFINITIONS

- a. For the purpose of this Agreement for Sub Lease, unless the context otherwise requires,
 - i. "Act" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
 - ii. "APPLICABLE LAW" shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority, whether in effect on the date of this Agreement or thereafter;
 - iii. "ARCHITECT" shall mean any person or Firm or Company whom the Developer may appoint from time to time as the Architect of the building or buildings to be constructed at the said land;
 - iv. "Purchase" shall in the context of the Allottee shall mean to take on sub lease.
 - v. "Rules" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
 - vi. "Regulations" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
 - vii. "Section" means a section of the Act.

WHEREAS:

1. The Kolkata Municipal Corporation, a statutory body constituted under the Kolkata Municipal Corporation Act, 1980 having its head office at 5, S.N. Bannerjee Road, Kolkata (hereinafter referred to as **KMC**) was the owner of plot of land admeasuring an area of about 3 acres at Premises no. 1001/A Eastern Metropolitan Bypass, Adjacent Science City, Ward no. 66, Kolkata- 700046 in J.L. No.7, Mouja-PurbaTopsia, P.S.-Tiljala (now P.S.-Pragati Maidan), District-24 Parganas(South), West Bengal (more fully and particularly described in the **Schedule-A (I)** hereunder written and hereinafter for the sake of the brevity referred to as the “**Said Land**”).
2. The Mayor-in- Council of **KMC** decided to Lease out the said plot of land for a period of 99 years with the option of renewal for further period of 99 years through competitive bidding and subject to payment of Annual Nominal Rent and other terms and conditions.
3. The Competitive Biddings were invited by KMC for the said plot of land on the terms and conditions contained in its request for proposal dated 24th October, 2009 and at the conclusion of the bid **FORUM** was declared the highest bidder to obtain the Lease of the said plot by KMC by its Letter No. 268/PPP/09-10 dated 23rd December, 2009 and the **FORUM** was called upon to execute the lease with KMC.
4. Pursuant to the joint survey and measurement of the said plot of land, **FORUM** was handed over the possession of the Said Land on 19th March 2010.
5. Upon payment of the entire consideration as per the highest bid the KMC and **FORUM** executed the Lease on 17th Day of April 2010.
6. By virtue of the said Deed of Lease, the **FORUM** became the absolute owner and has the vacant and peaceful possession of the scheduled property.
7. The Kolkata Municipal Corporation vide Mutation Case No. P/066 dated 16th July, 2010 / 1309 mutated the name of the **FORUM** in its book and issued the certificate of Mutation no. 006348 dated 16th July, 2010 as Assessee no. 210663000044.

8. The **FORUM** proposes to construct on the Said Land, a residential complex proposed to be known as “**ATMOSPHERE - The Luxurious Condominium**” (hereinafter referred to as “**the said complex**”) consisting of 2 Towers with Simplex Apartments and Duplex Apartments and Sky Villa with "**Deya-the Sky Bridge, Sky Club**", with other amenities and facilities in new residential buildings (hereinafter collectively referred to as “**the said new buildings**”).
9. The FORUM has obtained the N.O.C for the proposed construction of “ATMOSPHERE- The Luxurious Condominium”, from the Director General of West Bengal, Fire & Emergency Services vide Memo No: WBFES/4624/10 dated 17th September 2010 received a Provisional N.O.C. for the proposed construction.
10. The **FORUM** has got approved and sanctioned from the Kolkata Municipal Corporation vide Memo dated 6th June, 2011 a building plan no. 2011070052 dated 6th June 2011, and revised sanctioned plan being no. 2018070204 dated 5th November’2018 for the construction of the said complex on the Schedule Property,.
11. The Said Land is earmarked for the purpose of building a Residential project comprising multistoried apartment buildings consisting of 2 Towers with Simplex Apartments and Duplex Apartments and Sky Villa with "**Deya-the Sky Bridge, Sky Club**", with other amenities and facilities and the said project shall be known as “ Atmosphere- - **The Luxurious Condominium**” ("Project").
12. The Promoter/ Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter/ Developer regarding the Said Land on which Project is to be constructed have been completed.
13. The Kolkata Municipal Corporation has granted the Building Permit to develop the project vide approval dated 6th June’2011 bearing no. 2011070052 and revalidated the Building permit being no. 2018070204 dated 05/11/2018. The Promoter / Developer started commencement of work on 14.06.2011.

14. The Promoter/ Developer has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, from Kolkata Municipal Corporation. The Promoter/ Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
15. The Promoter/ Developer has applied for registration of the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata.
16. The Allottee had applied for an apartment / Unit in the Project *vide application no.* _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ sq. ft., Type- Simplex / Duplex, on _____ floor in Towner – East/ West, being No. _____ ("Building") along with garage / covered parking no. admeasuring _____ square feet 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 "Apartment" more particularly described in **Schedule A (II)** and the floor plan or the apartment is annexed hereto and marked as **Schedule B**.
17. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein:
18. The Allottee has verified all the documents in respect to the Said Land and has satisfied himself with regards to the right, title and interest of the owners and the developer and the owner in respect of the said premises.
19. 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 and also to the fact that the Apartment shall be sub leased to the Allottee;

20. 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;
21. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter/ Developer hereby agrees to sub lease and the Allottee hereby agrees to acquire on sub lease basis the Apartment and the garage/covered parking (if applicable) as specified in **Para 16 above**.
22. The Allottee herein confirm that it is/ they are fully compliant with all the applicable laws of the Country in respect of the agreement being entered into herein particularly the provisions of Prevention of Money Laundering Act 2002, Prohibition of Benami Properties Transaction Act, 1988 and such other laws relating to the genuineness, identity and capacity of the Allottee herein to enter into the present agreement and agree to indemnify and keep harmless the Promoter/ Developer if any dispute arise in this regard.

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. PURPOSE

- 1.1.** The Developer is constructing and developing a residential complex on the total area of Land admeasuring about 3 acres at Premises no. 1001/A Eastern Metropolitan Bypass, Adjacent Science City, Ward no. 66, Kolkata- 700046 in J.L. No.7, Mouja- PurbaTopsia, P.S.-Tiljala (now P.S.-Pragati Maidan), District- 24 Parganas(South), West Bengal , herein after referred to as the “**Said Land**”,

more fully described in **Schedule- A (I)** herein. The development will be done in phases and as per the sanction plan sanctioned by the Kolkata Municipal Corporation.

- 1.2. The Allottee /Purchaser being desirous of purchasing and/or taking on sub lease a unit in the residential complex being constructed on the Said land and has made an application for allotment of a Unit, after duly accepting the terms and conditions contained in the application form, vide application No. _____, dated_____.
- 1.3. Subsequently the Developer issued an allotment Letter being no. _____, dated_____, to the Allottee/ Purchaser allotting said Apartment being Unit No. _____.
- 1.4. The Allottee /purchaser has verified all the documents in respect to the Said Land and has satisfied himself with regards to the right, title and interest of the owners and/or the developer in respect of the said land.
- 1.5. The Allottee/ Purchaser has agreed to acquire, Purchase and the Developer has agreed to sub lease to the Allottee /Purchaser the Said Unit being Unit No. _____ on the basis of certain consideration, terms and conditions, which are duly accepted by both the Parties.
- 1.6. The Parties are now desirous of entering into this Agreement for effecting the transaction and reducing the above said certain terms and condition for which they are entering into this Agreement.

2. COMMENCEMENT

2.1. This Agreement shall commence on the date of it being signed and executed by the Parties.

3. TERMS

3.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter/ Developer agrees to sub lease to the Allottee and the Allottee hereby agrees to acquire on the basis of sub lease, the Apartment as specified in **para 16** hereinabove.

3.2. The Total Price for the Apartment based on the carpet area is Rs. _____ /- (Rupees _____) only ("**Total Price**") The details mentioned hereunder :

Total carpet area _____ Floor : _____	Rate of Apartment per square feet Rs. _____/-
Tower	Type -
Car Paring (covered/ Open/ Mechanical)	Rs. _____ @ Rs. 5,00,000/- per car park
Floor High charges	Rs. _____/-@ Rs.50/- per floor sq. ft
Sinking Fund Deposit	Rs.
Deya Club Membership Charges	Rs.
GST on Consideration	Rs. _____/-
Legal Charges	Rs. 71,000/-
GST on Legal Charges	Rs. 18,000/-
Grand Total	Rs. _____/-

3.2.1. Explanation

3.2.1.1. Total Price above includes the booking amount paid by the allottee to the Promoter/ Developer towards the Apartment;

- 3.2.1.2.** The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter/ Developer by way of GS.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter/ Developer, by whatever name called) up to the date of handing over the possession of the 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;
- 3.2.1.3.** Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the Promoter/ Developer shall be increased/reduced based on such change / modification;
- 3.2.1.4.** 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 allottee;
- 3.2.1.5.** The Promoter/ Developer shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter/ Developer within the time and in the manner specified therein. In addition, the Promoter/ Developer shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- 3.2.1.6.** The Total Price of Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles / tiles, doors, windows, fire detection and firefighting equipment in the common areas,

maintenance charges as per **Clause No. 14** etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

3.3. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter/ Developer 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/ Developer 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.

3.4. The Allottee(s) shall make the payment as per the payment plan set out in **Schedule-C ("Payment Plan")**.

3.5. The Promoter/ Developer may allow, in its sole discretion, provide for a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ 12 % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by Promoter/ Developer.

3.6. It is agreed that the Promoter/ Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule - 'D'** and **Schedule- 'E'** (which shall be in conformity with the advertisement, prospectus

etc. on the basis of which Sub Lease is effected) in respect of the apartment, without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Promoter/ Developer may 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.

3.7. The Promoter/ Developer shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy 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/ Developer, If there is reduction in the carpet area then the Promoter/ Developer shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter/ Developer may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule C**. All these monetary adjustments shall be made at the same rate per square feet as agreed in **Clause No. 3.2** of this Agreement.

3.8. Subject to **Clause No. 12** the Promoter/ Developer agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

3.8.1. The Allottee shall have exclusive sub lease of the Apartment;

3.8.2. The Allottee shall also have undivided proportionate share in the Common Areas. 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, it is clarified that the Promoter/ Developer

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;

3.8.3. That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per **clause no. 14** etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;

3.8.4. The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment, as the case may be.

3.9. It is made clear by the Promoter/ Developer and the Allottee agrees that the Apartment along with /open/ garage/covered 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 shall be available only for use and enjoyment of the Allottees of the Project.

3.10. The Promoter/ Developer agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter/

Developer 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 apartment to the Allottee, the Promoter/ Developer 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.

3.11. The Allottee has paid a sum of Rs. _____/- (Rupees _____ only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter/ Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [**Schedule C**] as may be demanded by the Promoter/ Developer 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.

3.12. The Allottee shall be liable for obtaining the electricity meter in its name and shall be solely responsible for paying the actual deposit that may be required for obtaining such meter to the competent authority. The consideration amount does not include such deposit to be payable by the Allottee.

4. MODE OF PAYMENT

4.1. Subject to the terms of the Agreement and the Promoter/ Developer abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter/ Developer, within the stipulated time as mentioned in the Payment Plan (through Ne Payee cheque/demand draft/bankers cheque or online payment as applicable) in favour of "**Forum Projects Pvt. Ltd.**" payable at Kolkata.

4.2. Payment of installment, and all other dues shall have to be made within due dates as would be mentioned in the demand notes/ letter(s) of **DEVELOPER** to be issued from time to time requesting for such payments. Payment within time would be deemed to be the essence of terms of allotment. Part payments will not

be accepted after the due dates. Allottee /Purchaser shall be liable to pay interest as specified in the Act and rules from the date on which the amounts fall due, to the date of payment, both days inclusive. All payments received will be first applied towards applicable interest and other dues, if any, and thereafter towards the installments. No payment will be received after due date without the payment of the applicable interest, if any. No extension of time will be allowed for payment of allotment money.

4.3. In the event of any cheque being dishonoured or returning unpaid due to any reason whatsoever then the Allottee/ Purchaser shall within 2 (two) days of dishonor issue a bank draft of the relevant amount including additional charges of Rs. 500/-(Rupees Five Hundred Only) plus applicable taxes, if any

5. COMPLIANCE OF LAWS RELATING TO REMITTANCES

5.1. 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/ Developer with such permission, approvals which would enable the Promoter/ Developer 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 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.

5.2. The Promoter/ Developer accepts no responsibility in regard to matters specified in **Clause No. 5.1** above. The Allottee shall keep the Promoter/ Developer 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/ Developer immediately and comply with necessary formalities if any under the applicable laws, The Promoter/ Developer 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/ Developer shall be issuing the payment receipts in favour of the Allottee only.

6. ADJUSTMENTS / APPROPRIATION OF PAYMENTS

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

7. TIME IS THE ESSENCE

7.1. The Promoter/ Developer 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 Apartment to the Allottee and the common areas to the association of allottee or the competent authority, as the case may be.

8. CONSTRUCTION OF THE PROJECT

8.1. The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter/ Developer. The Promoter/ Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter/ Developer

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 laws of West Bengal and shall not have an option to make any variation /alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter/ Developer shall constitute a material breach of the Agreement.

- 8.2.** The Allottee /Purchaser shall not in any manner cause obstruction and/or hindrance to the construction and the development of the Project. If due to the default of the Allottee /Purchaser the DEVELOPER is restrained from carrying out the construction/ development or is restrained from transferring or disposing of the Apartment(s)/ Unit(s), then save as except the other rights of the DEVELOPER, the Allottee /Purchaser shall be liable to compensate and indemnify the DEVELOPER for all such loss, damage, cost claims etc. that may be suffer or incurred.
- 8.3.** No structural changes/ modifications are permitted. The Allottee /Purchaser shall not do or cause to be done any such things or works, which brings about structural changes/ modification in the Unit(s).
- 8.4.** The work of construction of the project shall be taken up in various phases and all the common facilities and/or amenities will be provided progressively. The facilities/ amenities which are common for the entire project will be provided only upon completion of the entire project.
- 8.5.** The Internal electrical wiring for the units shall be provided by the DEVELOPER, however the Allottee /Purchaser shall have to apply to the concerned Authority for obtaining supply of power and a separate meter for their allotted unit. The Security Deposit and/or the charges to be paid for such electricity shall be paid by the Allottee /Purchaser to the concerned Authority.
- 8.6.** The Apartment is provided by the Promoter/ Developer on semi-finished condition. The details of the fixtures, fittings amenities to be provided by the Promoter/

Developer in the said Apartment and in the said buildings are those that are set out in **Schedule- D and Schedule-E** hereto.

9. POSSESSION OF THE APARTMENT

9.1. Permissive Possession

9.1.1. The Promoter shall handover the permissive possession of the apartment for enabling the Purchaser to complete the fit outs required for obtaining completion / occupancy certificate from the concerned authorities.

9.1.2. The **Promoter** shall give 7 (Seven) days notice to the Purchasers for taking permissive possession of the Apartment. It shall be the obligation of the Purchaser to carry out and complete the fit outs within 6 (sox) months of the notice of permissive possession as required for obtaining the completion certificate.

9.1.3. On completion of the fit out works, the Purchaser shall notify the Promoter about the same after which necessary steps shall be taken by the Promoters for obtaining completion certificate.

9.2. Schedule of Possession of the Said Apartment

9.2.1. The Promoter/ Developer agrees and understands that timely delivery of possession of the Apartment to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter/ Developer assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on **March'2019** unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the 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/ Developer shall be entitled to the extension of time for delivery of possession of the Apartment.

9.2.2. 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/ Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter/ Developer shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The Promoter/ Developer 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/ Developer and that the Promoter/ Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

9.3. Procedure for taking Possession

9.3.1. The Promoter/ Developer, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [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 occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure or fulfillment of any of the provisions, formalities, documentation on part of the Promoter/ Developer. 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 occupancy certificate of the apartment/ plot, as the case may be, to the allottee at the time of conveyance of the same.

9.4. Failure of Allottee to take Possession of Apartment

9.4.1. Upon receiving a written intimation from the Promoter/ Developer as per **Clause No. 9.2**, the Allottee shall take possession of the Apartment from the Promoter/ Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement. and the Promoter/ Developer shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in **Clause No. 9.1**. such Allottee shall continue to be liable to pay maintenance charges as specified in **Clause No. 9.2**.

9.5. Possession by the Allottee

9.5.1. After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter/ Developer to hand over the necessary documents and plans, including common areas, to the association of Allottee or the competent authority, as the case may be, as per the local laws.

9.5.2. Provided that, in the absence of any local law, the Promoter/ Developer shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

9.6. Cancellation by Allottee

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

9.6.2. Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the Promoter/ Developer, the Promoter/ Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the Promoter/ Developer to the allottee within 45 days of such cancellation.

9.7. Compensation

9.7.1. The Promoter/ Developer 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, 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.

9.7.2. Except for occurrence of a Force Majeure event, if the Promoter/ Developer fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in **Clause No. 9.1**; 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/ Developer 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 him in respect of the (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;

9.7.3. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter/ Developer 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 Apartment which shall be paid by the Promoter/ Developer to the allottee within 45 (forty- five) days of it becoming due.

10. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/DEVELOPER

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

10.1.1. The Promoter/ Developer has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

- 10.1.2.** The Promoter/ Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- 10.1.3.** There are no encumbrances upon the said Land or the Project:
- 10.1.4.** There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- 10.1.5.** All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter/ Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- 10.1.6.** The Promoter/ Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing. whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- 10.1.7.** The Promoter/ Developer has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said Land including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- 10.1.8.** The Promoter/ Developer confirms that the Promoter/ Developer is not restricted in any manner whatsoever from sub leasing the said Apartment to the Allottee in the manner contemplated in this Agreement;
- 10.1.9.** At the time of execution of the deed of transfer the Promoter/ Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;

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

10.1.11. The Promoter/ Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities till the completion certificate has been issued and possession of apartment, as the case may be, along with common areas (equipped with all the specifications. amenities and. facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;

10.1.12. 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/ Developer in respect of the said Land and/or the Project.

11. REPRESENTATIONS OF THE ALLOTTEE

11.1.1. The Allottee represents, undertake and covenants with the Promoter/ Developer as follows:

11.1.2. To maintain the said Apartment at its own costs and expenses in good and tenable repair and condition and shall not do or suffer or permit to be done anything in or to the said building in which the said building in which the said Apartment is situated, or to the staircases, landings, lobbies, passages, or other common area, amenities and facilities therein or pertaining thereto, which may be against the rules, regulations or bye-laws of the said Organization or the concerned government, local or public bodies or authorities, or change/alter or make any

addition in or to the said Apartment or to any part of the said building in which the said Apartment is situated; and

11.1.3. Not to store in the Said Apartment any goods, objects or materials which are of hazardous, combustible or dangerous nature, or are so heavy as to damage the constructor or structure of the said building in which the said Apartment situated, or the storing of which goods, objects or materials is objected to or prohibited by the said organization or the concerned Government, local or public bodies or authorities, and shall not carry or cause or permit to be carried heavy packages to upper floors which may damage the entrances, staircases, common passages or any other structure or part of the said building in which the said Apartment is situated, and in case any damage is caused to the said building or any part thereof or to the said Apartment on account of any negligence or default of the Allottee/s or his/her/their/its servants, agents, contractors, workmen, employees, visitors or guests, the Allottee/s alone shall be liable and responsible for all the consequences of the same, and the Allottee /s shall be liable and responsible to pay the damages for the loss suffered; and

11.1.4. Not to demolish or cause or permit to be demolished the said Apartment or any part thereof, nor any time make or cause or permit to be made any additions or alterations of whatever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation or outside colour scheme of the said building in which the said Apartment is situated, and the Allottee /s shall keep the portion, sewers, drains and pipes in the said Apartment and appurtenances thereto in good and tenantable repair, order and condition, and in particular, so as to support, shelter and protect the other parts of the said building in which the said Apartment is situated, and shall not chisel or in any other manner cause any damage to the columns, beams, walls, slabs or RCC part of other structural members in the said Apartment, without the prior written permission of the Promoter/ Developer and wherever necessary, without the prior written permission of the concerned government, local and public bodies and authorities; and

11.1.5. Not to do or permit or suffer to be done any act, deed, matter or thing which may render void or voidable any insurance of the Schedule Property /Project and/or the

said new buildings or any part thereof, or whereby or by reason whereof any increased premium shall become payable in respect of the insurance, and the Allottee /s shall reimburse the additional premium which may be charged or become payable or which may be claimed by the insurance company; and

11.1.6. Not to throw dirt, rubbish, rags, garbage, or other refuse, or permit the same to be thrown from the said Apartment in the compound or any portion of the Schedule Property and the said building in which the Said Apartment is situated; and

11.1.7. To give render all assistance and facilities to the Promoter/ Developer as may be required by the Promoter/ Developer from time to time, including to sign and execute all necessary writings / documents, so as to enable the Promoter/ Developer to carry out and complete the development of the schedule Property in the manner that may be desired and deemed fit by the Promoter/ Developer in its sole and unfettered discretion.

11.1.8. It is expressly clarified, agreed and understood that strict observance, performance and compliance of the terms, conditions, covenants, stipulations and provisions of this clause shall be of the essence of this Agreement.

12. EVENTS OF DEFAULTS AND CONSEQUENCES

12.1. Subject to the Force Majeure clause, the Promoter/ Developer shall be considered under a condition of Default, in the following events:

12.1.1. Promoter/ Developer fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Clause No 9.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be completed as per schedule –D including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

12.1.2. Discontinuance of the Promoter/ Developer'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.

12.2. In case of Default by Promoter/ Developer under the conditions listed above, Allottee is entitled to the following:

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

12.2.2. The Allottee shall have the option of terminating the Agreement in which case the Promoter/ Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the sub lease/ purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice;

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

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

12.3.1. In case the Allottee fails to make payments for consecutive demands made by the Promoter/ Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest

to the Promoter/ Developer on the unpaid amount at the rate prescribed in the Rules;

12.3.2. In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter/ Developer in this regard, the Promoter/ Developer may cancel the allotment of the (Apartment in favour of the Allottee and refund the money paid to him by the allottee by deducting the hooking amount and the interest liabilities and this Agreement shall thereupon stand terminated;

12.3.3. Provided that the Promoter/ Developer shall intimate the allottee about such termination at least thirty days prior to such termination.

13. TRANSFER OF THE SAID APARTMENT

13.1. The Promoter/ Developer on receipt of Total Price of the Apartment as per **Clause No 3.2** under the Agreement from the Allottee, shall execute a Deed of Transfer and sub lease the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and /or the completion certificate. as the case may be, to the allottee:

13.2. Provided that. in the absence of local law the Deed of Transfer in favour of the allottee shall be carried out by the Promoter/ Developer within 3 months from the date of issue of occupancy certificate. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter/ Developer to withhold registration of the Deed of Transfer in his /her favour till payment of stamp duty and registration charges to the Promoter/ Developer is made by the Allottee.

14. MAINTENANCE OF THE SAID BUILDING/ APARTMENT / PROJECT

- 14.1.** The Promoter/ Developer 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 allottee upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the Apartment.
- 14.2.** **The** Promoter/ Developer shall create Special Fund of Rs. 35 (Thirty Five Crores) only out of the consideration received from the Allottee /purchasers. The said special fund shall be handed over to the association after 3(three) years of the date of completion.
- 14.3.** The Allottee /purchaser/s is /are aware that the Promoter/ Developer may at its sole discretion appoint and enter into a separate maintenance agreement with a third party/ agency/s to manage the said complex and the facilities/amenities and / or provide services with the said complex. The Allottee/ purchaser/s agrees to accept the same and be bound by the rules and regulations that may be framed by the third party/agency/s and /or the FORUM.
- 14.4.** It is agreed between the parties that to ensure uniformity and minimal interference with structures, ducting, internal cabling etc. in the said complex, it is agreed that the Promoter/ Developer shall regulate the entry/appointment of Telecom/ Broadband/DTH agency in the said complex.

15. DEFECT LIABILITY

- 15.1.** It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter/ Developer as per the agreement for Sub Lease relating to such development is brought to the notice of the Promoter/ Developer within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter/ Developer to rectify such defects without further charge, within 30 {thirty} days, and in the event of Promoter/ Developer '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.

16. RIGHT TO ENTRE THE APARTMENT FOR REPAIRS

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

17. USAGE

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

18. MISCELLANEOUS

18.1. It is understood that the Allottee has / have applied for allotment of Apartment(s)/ Unit(s) with full knowledge of all the law/notifications and rules applicable to the said plot/ Complex/ project area, which have been fully understood by the Allottee /Purchaser. It is further understood that the Allottee /Purchaser has / have fully satisfied himself/herself/itself about the right, and /or interest of **DEVELOPER** in the said plot on which construction of the Premise will be /are being constructed.

- 18.2.** It is understood that the Allottee has/have applied for allotment of the Apartment(s)/ Unit(s) for residential purposes only and not for any other purpose.
- 18.3.** All the terms and conditions of the Application form shall mutasis mutandis apply to this Agreement. In case of variation and/or conflict between the conditions of the application form and this Agreement, the terms of this Agreement shall prevail.
- 18.4.** The internal security of the Apartment(s)/ Unit(s) shall always be the sole responsibility of the respective Allottee /Purchaser.
- 18.5.** The Allottee shall make timely and regular payments of maintenance and other utility charges.
- 18.6.** The name of the Project is and shall be “ATMOSPHERE” and shall not be changed by any person without prior written consent of the Promoter/ Developer. The Promoter/ Developer alone shall have the entire right, title and benefit with respect to the said name and/or the trade / service mark.
- 18.7.** The Blocks and the Units of the Projects shall be named in the manner as may be deemed appropriate by the Promoter/ Developer.
- 18.8.** The easement right and/or the pathways of the Project and in respect of the building/blocks/ units constructed and/or to be further constructed on the Said Land thereon, shall be provided by the Promoter/ Developer as per its scheme. The Allottee agrees to the same and shall not raise any objection in this regard in any manner whatsoever.
- 18.9.** The Allottee shall from time to time sign all applications, papers, documents, maintenance agreement, allotment letter, electricity agreement and other relevant papers, as required, in pursuance to this allotment and to do all acts, deeds and things as may require in the interest of the Premises and Apartment(s)/ Unit(s) Allotted. In case of Joint Applicant(s) / Allottee, any document signed / accepted

/ acknowledged by any one of the Allottee shall be binding upon the other Allottee.

- 18.10.** The Applicants shall at all-time mention the Allotment number and/ or Unit number and/or customer Identification number in all the correspondences.
- 18.11.** The Allottee and all persons under him shall observe all the Rules and Regulations that be framed by the Promoter/ Developer / Maintenance Organization from time to time.
- 18.12.** It is further clarified that any nomination/transfer of the Apartment(s)/ Unit(s) by the Allottee shall not be in any manner inconsistent with the covenants herein contained.
- 18.13.** After conveyance the Allottee shall apply for at his cost separate assessment of the Apartment(s)/ Unit(s) for municipal taxes and mutation of the name of the Allottee in respect of the Unit in the records of the concerned Municipal Authority.
- 18.14.** The Allottee has/have examined and accepted the plans, designs, specifications of the said Apartment(s) / Unit(s).
- 18.15.** Promoter/ Developer will have the right to decide which block(s)/building(s) to construct first. The Towers may not be constructed simultaneously.
- 18.16.** Landscape and the green areas will only be available upon completion of the entirety of the Complex as the same will be utilized for construction activities during the construction period.
- 18.17.** No request for modification or change in the exterior facades of the building will be permitted. No reimbursement or deduction in the value of Apartment(s) / Unit(s) shall be considered by Promoter/ Developer if the Allottee desires (with prior written approval/consent of Promoter/ Developer) to do some works/install some different fittings/floorings etc. on his/her own within the Apartment(s) /

Unit(s) and request the Promoter/ Developer to not to carry out such work/install fittings/floorings etc. within the Apartment(s) / Unit(s).

- 18.18.** The Allottee must quote the application number as printed on Application form and on allotment, their Apartment(s)/ Unit(s) Number as indicated in the Allotment Letter, in all future correspondences.

19. COMPLIANCE WITH RESPECT TO THE APARTMENT

- 19.1.** Subject to **Clause 15** above, the Allottee shall after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 19.2.** The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/ name- plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.
- 19.3.** The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter/ Developer and thereafter the

association of allottee and/or maintenance agency appointed by association of allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

20. COMPLIANCE OF LAWS, NOTIFICATIONS ETC BY PARTIES

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

21. ADDITIONAL CONSTRUCTION

21.1. The Promoter/ Developer 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 disclosed, except for as provided in the Act.

22. PROMOTER/ DEVELOPER SHALL NOT CREATE MORTGAGE OR CREATE CHARGE

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

23. APARTMENT OWNERSHIP ACT

23.1. The Promoter/ Developer has assured the Allottee that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership (amendment) Act'2015, if applicable. The Promoter/ Developer showing compliance of various laws/ regulations as applicable in this project.

24. BINDING EFFECT

24.1. Forwarding this Agreement to the Allottee by the Promoter/ Developer does not create a binding obligation on the part of the Promoter/ Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar (specify the address of the Sub-Registrar) as and when intimated by the Promoter/ Developer . If the Allottee(s) fails to execute and deliver to the Promoter/ Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or: appear before the Sub-Registrar for its registration as and when intimated by the Promoter/ Developer , then the Promoter/ Developer shall serve a notice to the Allottee for rectifying that default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee's 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.

25. ENTIRE AGREEMENT

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

26. RIGHT TO AMEND

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

27. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEE

27.1. 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 Apartments and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

28. WAIVER NOT A LIMITATION TO ENFORCE

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

28.2. 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.

29. SEVERABILITY

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

30. METHOD OF CALCULATION OF PROPORTIONATE SHARE

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

31. FURTEHR ASSURANCES

- 31.1.** 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.

32. PALCE OF EXECUTION

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

33. NOTICES

- 33.1.** Notices, demand or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by prepaid first class post with recorded delivery, or by fax addressed to the intended recipient at its address set out in this Agreement or to such other address or telefax number as any party may from time to time duly notify to the others. Any

such notice, demand of communication shall, unless the contrary is proved, be deemed to have been duly served (if given or made by fax) on the next following business day in the place or receipt (of if given by registered post with acknowledgment due) two days after posting and proving the same it shall be sufficient to show, in the case of a letter, that the envelope containing the same was duly addressed, correctly stamped and posted and in case of a fax such telefax was duly dispatched to a current telefax number of the addressee.

Address of the Owner/ Developer

Address of the Allottee /Purchaser

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

34. JOINT ALLOTTEES

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

35. SAVINGS

35.1. 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 Sub Lease for such apartment, shall not be construed to limit the rights and interests of the allottee under the Agreement for Sub Lease or under the Act or the rules or the regulations made thereunder.

36. GOVERNING LAW

36.1. 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.

37. DISPUTE RESOLUTION

- a.** All disputes or differences relating to or arising out of or in connection with the Provisional Allotment read with the terms and conditions contained herein, shall be mutually discussed and settled between the parties.
- b.** However disputes which cannot be settled amicably shall be finally decided and resolved by Arbitration and Conciliation Act 1996 and any subsequent amendment(s) thereto. The matter requiring arbitration will be referred to a sole arbitrator to be appointed by the Developer. The Allottee/ Purchases herein given its unequivocal consent for the same and agrees not to challenge the jurisdiction of the Arbitrator so appointed and undertakes to abide the decision passed by the Arbitrator.
- c.** The award passed by the Arbitrator shall be final and binding upon the Parties.
- d.** The proceedings of the arbitration shall be conducted in English and shall be construed as domestic arbitration under the applicable laws.
- e.** The seat of Arbitration shall be Kolkata.

SCHEDULE –A (I) (Description of said Land)

ALL THAT piece and parcel of land measuring about 3 acres more or less lying situated at and compromised within the various dags herein below with khatian nos. as detailed below in Mouza Purba Topsia, J.L. No. 7, Police Station Tiljala, District 24 Parganas (South) under the

Kolkata Municipal Corporation being Municipal Premises No.1001/A, Eastern Metropolitan Bye Pass, Assessee No. 210663000032 and delineated in the map or plan hereto annexed and thereto boarded in red OR HOWEVER OTHERWISE the demised plot is now or heretofore was known numbered delineated butted bounded described or distinguished and delineated.

Particulars of the dag no. comprised in the demised plot are given below:-

R.S. Dag No.	Khatian No.	Area in Acres
57(P)	124	1.5601
58(P)	124	0.0493
74(P)	125	0.11
86(P)	95	0.0784
143(P)	71	0.005
145(P)	90	0.0524
159(P)	95	1.0965
160(P)	86	0.0224
161(P)	85	0.0257

The demised plot is butted and bounded in the manner following that is to say: -

ON THE NORTH : **By I.T. Park.**
ON THE SOUTH : **By E.M Bypass.**
ON THE EAST : **By Other Land.**
ON THE WEST : **By I.T. Park.**

SCHEDULE A (II)

-

(Description of the said Apartment)

ALL THAT the Apartment bearing No. E/W-in Tower East/ West on the _____ Floor bedrooms and baths, living room, dining room, home theatre, private lift/ lobby (only in duplex) kitchen, store room, powder room, terrace, study room, puja room, servant quarter, service yard admeasuring about _____ sq. ft. carpet area in the complex “ATMOSPHERE” together along with the right to use ____ (_____) Car Park and undivided proportionate share, right, title and interest in the Schedule A (I) Property.

SCHEDULE B – Floor Plan

**SCHEDULE C –
Payment Plan**

On Booking	-
On execution of Agreement	(10% (less Booking money))
Within 15 days of execution of Agreement	85%
On permissive possession	5%
Legal Charges with applicable taxes	83780/-
Total	

SCHEDULE D
(Description of Fixtures & Fittings)

LIST OF SERVICES / MATERIALS PROVIDED IN-BUILT COST (APART FROM COMMON AREAS)
BRICKWORK / PLASTER & P.O.P. IN WALLS
FINISHING OF ALL TERRACES INCLUDING LANDSCAPING
FINISHING OF ALL PLANTERS
ALL BALCONIES FINISHED
PRIVATE LOBBIES AS PER INTERIOR DESIGN
SMOKE DETECTORS INSIDE THE UNITS
HOME AUTOMATION BACKBONE e.g. CRESTRON or EQUIVALENT
HOME AUTOMATION BLACK BOX PROVISION e.g. KALEIDOSCOPE or EQUIVALENT
HVAC
PLUMBING
DOORS INCLUDING HARDWARE
LIGHTING CONTROL e.g. JUNG / LUTRON or EQUIVALENT
MECHANICAL VENTILATION FOR TOILETS & KITCHEN
CENTRALISED HOT WATER SYSTEM
INTERNAL LIFTS FOR DUPLEXES
EXTRA COST IMPLICATION FOR THE FOLLOWING FINISHES
FLOORING [to be done before application of occupancy]
DADO
CERAMIC WARES [to be done before application of occupancy]
C.P. FITTINGS [to be done before application of occupancy]
KITCHEN COUNTERS
GYP-BOARD FALSE CEILING FOR KITCHEN & TOILET

SCHEDULE-E
Description of Amenities

"DEYA"- The Sky Bridge

The Sky - club to be named **DEYA** will be a structure spanning across 4 levels, 100m long and 25m wide, containing built up area of approximately 50, 000 sq. ft. only the residents of **ATMOSPHERE** will have exclusive membership of **DEYA**, and only members and their invited guests will have access to **DEYA's** list of available facilities, including but not limited to:

- State of art gym
- Swimming pools
- party Deck
- Squash court
- Indoor games ,
- Mini-cinema theatre
- Conference room and function room
- Jogging track

- Jacuzzi

- Sauna

- Spa

- Golf Putting Simulator

E - DECK:

Situated on the 1st floor will be the e - deck, with a built - up area of approximately 37, 500 sq. ft. this completely landscaped zone will include separate playground for children and toddlers, lounge pavilions, , open lawn, , water features and various activities.

LAUNDRY:

A laundry with imported equipment will be installed for the residents.

OTHER FACILITIES:

- 3 - tier Security System
- Automatic Fire Detection and Prevention System throughout complex
- 100% Power back - up, including 100% AC back-up
- Water filtration plant will be installed
- Rainwater harvesting system will be installed
- Sewage treatment plant will be installed
- Common lobbies and passages
- Staircases and landings
- Electrical services shafts
- Electrical meter rooms on the ground level of the buildings
- Terrace floors with overhead water tanks
- Underground water tanks with pump rooms
- Open spaces and garden
- Central water heating system for bathrooms and kitchen
- Solid waste disposable system for the entire building

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribe their respective hands and seals to these presents on the day month and year first above written.

SIGNED and DELIVERED by the
PROPMOTER / DEVELOPER at Kolkata
in the presence of :

1

2

SIGNED and DELIVERED by the
ALLOTTEE/PURCHASER, at Kolkata
in the presence of :

1

2