

THIS AGREEMENT FOR SALE is made on this the _____day of _____ **TWO THOUSAND AND EIGHTEEN [2018]**

BETWEEN

ANIK INDUSTRIES LIMITED (PAN No. AAACM2696K) a company within the meaning of The Companies Act, 1956 and presently The Companies Act, 2013 having its registered office situated at No. 610 Tulsiani Chambers, Nariman Point, Mumbai 400 021and also having office at 54/10, Debendra Chandra Dey Road, P.O. Tangra, P.S. Tangra- Kolkata- 700015, and represented by Shri Shivam Asthana, son of Sri Vijay Kumar Asthana working for gain at 54/10, Debendra Chandra Dey Road, P.O. Tangra, P.S.-Tangra, Kolkata- 700015, having been duly authorized in pursuance of a Resolution of the Board of Directors hereinafter referred to as the “**SELLER**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **ONE PART.**

AND

(hereinafter collectively referred to as the **“PURCHASER”**, which expression shall unless repugnant to the context or meaning thereof mean and include his/her/their heirs, representatives, successors-in-interest, executors and/or assigns) of the **OTHER PART**;

As the context may require in this Agreement, **“Parties”** shall mean collectively the Seller and the Purchaser and **“Party”** means each of the Seller and the Purchaser individually;

WHEREAS:

- A) West Bengal Housing Infrastructure Development Corporation Limited (hereinafter referred to as **“WBHIDCO”**) a Government of West Bengal company and the Planning Authority appointed by the Government of West Bengal vide Order No. 1490-HI/HGN/NTP/IM-1/98 dated 14th September, 1999 invited expression of interest (hereinafter referred to as **EOI**) in respect of the Planning Area declared under Notification No. 1423/HI/HGN/NTP/IM-1/98 dated 27th August, 1999 for allotment of land for hotel development.
- B) The Seller participated in the said **EOI** invited by **WBHIDCO** and was declared as the highest bidder for auction of a land in New Town, Kolkata after complying with formalities for allotment of such land by **WBHIDCO Ltd.**
- C) By an Allotment Letter No. M-2355/HIDCO/Admn-1339/2010 dated 16th June, 2010 (hereinafter referred to as the **ALLOTMENT LETTER**) **WBHIDCO** allotted to the Seller **ALLTHAT** a plot of land measuring 3.82 acres in Sub-CBD, Action Area - I of New Town, Rajarhat, Kolkata on freehold basis for the purpose of hotel development, subject to the terms and conditions as contained and recorded in the said Allotment Letter.
- D) By an Indenture of Sale dated 6th June, 2012 and made between **WBHIDCO** as the Vendor therein and **Anik Industries Limited** as the Purchaser therein (the Seller herein) and registered at the office of the Additional District Sub-Registrar, Bidhannagar, North 24 Parganas and recorded in Book No. I, CD Volume No.10,

from Pages 5422 to 5432, Being No. 06964 for the year 2012, the said WBHIDCO sold, transferred, granted and conveyed right, title and interest on freehold basis unto and in favour of the said Anik Industries Limited - Seller herein ALL THAT the piece and parcel of land measuring about 15459.55 sq. meters (equivalent to 3.82 acres) (more or less) being Premises No. 30-1111 in Street No. 1111 (erstwhile Plot No. BG-9) in Block No. IB situated in New Town, Police Station- New Town, in the District- North 24 Parganas (more fully and particularly mentioned in the SCHEDULE thereunder written and also described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the “**TOTAL PROJECT LAND**”) for undertaking hotel development for the consideration and subject to the terms and conditions contained and recorded in the said Indenture dated 6th June, 2012.

- E) By a Memorandum of Possession of Plot No. MP-B/HIDCO/EM/22B/3188 dated 6th July 2012 WBHIDCO handed over the possession of the said Total Project Land to the said Anik Industries Limited - Seller herein and/or the Seller was put in possession of the said Total Project Land.
- F) The Seller divided the said Total Project Land into three segments namely (1) ALL THAT the piece and parcel of land containing by estimation **33349 sq.ft. (more or less)** (hereinafter referred to as **LOT A**) and (2) ALL THAT the piece and parcel of land containing by estimation **26661 sq.ft. more or less**, (hereinafter referred to as **LOT B**) both being a separate divided and demarcated portion of the said Total Project Land has been reserved for putting up Hotel Buildings (hereinafter referred to as the “**HOTEL AREA**” more fully and particularly mentioned and described in Part I and Part II of the **SECOND SCHEDULE** hereunder written) and (3) the remaining part or portion of the said Total Project Lands being **LOT C** containing by estimation **1,06,394 sq. ft. more or less**, has been reserved for the purpose of putting up Three new buildings together with the Club Area as mentioned in Article IX of this Agreement, Two building to comprise of various **SERVICE APARTMENTS** and car parking spaces capable of being held and/or enjoyed independently of each other (hereinafter referred to as the “**SERVICE APARTMENT BUILDING**” the other One buildings have been reserved for residential purposes which is to comprise of various self contained flats units/ apartments constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other (hereinafter referred to as the “**RESIDENTIAL BUILDING**” more fully and particularly mentioned and described in **THIRD SCHEDULE** hereunder written).

- G) In pursuance of the Scheme as aforesaid formulated by the Seller, the Seller caused a map or plan which has been sanctioned by New Town Development Authority, a Development Authority constituted under Section 3 of the New Town Kolkata Development Authority Act, 2007 by the Govt. of West Bengal (hereinafter referred to as the “**NKDA**”) being No. 0300111120150525 dated 25-05-2015 and Re-sanction Building PIN R0300111120170104 dated 04-01-2017 (hereinafter referred to as the “**PLAN**”) on the terms and conditions recorded in NKDA’s letter No. R0300111120170104 dated 18th January, 2017 WHEREBY the Seller has become entitled to undertake construction erection and completion of the said Service Apartment Building together with the Club Area and the said Residential Building on the said LOT C in accordance with the said Plans sanctioned by the NKDA and subject to the conditions mentioned in the said letter dated 18th January, 2017 and the said Hotels are to be put up on the said LOT A and the said LOT B being the Hotel Area.
- H) The Promoter has registered the Project under the provisions of the .Act with the West Bengal Housing Industry Regulatory Authority at ... _ on ... under registration no.
- I) In pursuance of an Agreement to Sell dated 8th February 2013 made between Anik Industries Limited therein referred to as the Seller of the One Part and Interglobe Hotels Private Limited therein referred to as the Purchaser of the Other Part and registered at the office of the Additional Registrar of Assurances-II, Kolkata and recorded in Book No. I, CD Volume No.7, from Pages 1998 to 2041, Being No. 02054 for the year 2013 (hereinafter referred to as the “**INTERGLOBE HOTEL AGREEMENT**”) the Seller has sold and transferred and the said Interglobe Hotels Private Limited has purchased and acquired right, title and interest in ALL THAT constructed area of 25,984 sq.ft. (more or less) out of buildable FAR measuring 75,000 sq.ft. (more of less) inclusive of proportionate non FAR areas such as basements, parking, utility area, etc being the partial and incomplete construction together with the undivided proportionate share or interest in land measuring about 3097 sq. meters forming part of the said Total Project Land (more fully and particularly mentioned and described in PART - I of the SECOND SCHEDULE hereunder written and hereinafter referred to as the “**INTERGLOBE HOTEL LAND**”) for the consideration and subject to the terms and conditions contained and recorded in the said Interglobe Hotel Agreement.
- J) By another Agreement to Sell dated 27th December 2013 and made between Anik Industries Limited therein referred to as the Seller of the One Part and Fleur Hotels Private Limited therein referred to as the Purchaser of the Other Part and registered

at the office of the Additional Registrar of Assurances-II, Kolkata and recorded in Book No. I, CD Volume No.5, from Pages 852 to 894, Being No. 00951 for the year 2014 (hereinafter referred to as the **“FLEUR HOTEL AGREEMENT”**) the Seller has sold and transferred and the said Fleur Hotel Private Limited has purchased and acquired undivided proportionate right, title and interest in ALL THAT the piece and parcel of land containing by estimation an area of 26,661 sq.ft. (more or less) constructed upto plinth level comprising two basements of area admeasuring 29,900 sq.ft. (more or less) for the purpose of parking and utilities for the hotel purpose alongwith buildable FAR of 85,800 sq.ft. to be built on and above the plinth level, forming part of the said Total Project land (more fully and particularly mentioned and described in PART II of the SECOND SCHEDULE hereunder written and hereinafter referred to as the **“FLEUR HOTEL LAND”**) for the consideration and subject to the terms and conditions contained and recorded in the said Fleur Hotel Agreement.

- K) The Hotels to be so constructed on the Hotel Area in terms of the said Interglobe Hotel Agreement and Fleur Hotel Agreement are collectively referred to as the **“HOTEL BLOCKS”**.
- L) The Purchaser is desirous of acquiring on ownership basis **FIRSTLY** ALL THAT the Apartment/Unit No. ----- on the ----- floor of the Residential Apartment Building containing by estimation an area of ----- sq.ft. (carpet area) (more or less) and **SECONDLY** ALL THAT the open/covered car parking space on the ground floor to 2nd floor of the Multiple Level Car Parking (**“MLCP”**) at the said Building to be designated by the Seller as hereinafter appearing AND **THIRDLY** ALL THAT the undivided indivisible impartible proportionate share or interest in all common parts and portions (more fully and particularly mentioned and described in the **FIFTH SCHEDULE** hereunder written) TOGETHER WITH easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit AND EXCEPTING AND RESERVING unto the Seller and the person deriving title from the Seller such easements quasi-easements and right and privileges as may be decided by the Seller and/or its successor AND **FOURTHLY** ALL THAT the undivided proportionate indivisible impartible share or interest in the land underneath the Residential Apartment Building appurtenant and/or allocable thereto AND **FIFTHLY** ALL THAT the right to use the Club to be situated on the LOT-C and the facilities thereof (more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written and hereinafter referred to as the said **“UNIT/ APARTMENT AND THE PROPERTIES**

APPURTENANT THERETO”) for the consideration and subject to the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

ARTICLE I – DEFINITIONS

1.1 In this agreement the following expressions shall have the meanings assigned to them as under:

- i)** **ADDITIONAL PAYMENTS** shall mean the various other amounts apart from the total Consideration Amount agreed to be paid by the Purchaser to the Seller as would appear from **Part I and Part II** of the **SEVENTH SCHEDULE** hereunder written
- ii)** **APPLICABLE LAW/LAWS** shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, **government** approval, directive, guideline, requirement or other governmental restrictions or any similar form of decision or determination by, or any interpretation, policy or administration having the force of law of any of the foregoing by any authority having jurisdiction over the matter in question whether in effect as of date of this agreement **or thereafter**
- iii)** "Act" means the West Bengal Housing Industry Regulation Act. 2017 (West Ben. Act XL1 of 2017);,
- iv)** **APPROVED BUILDING PLANS** shall mean buildings plans of the **Project Architect in consultation with parties in terms** of this agreement and approved by the appropriate government authorities, including modification and amendment thereto.
- v)** **ARCHITECT(S)** shall mean Mr. Rajinder Kumar Associates, Architects, Planners, Designers of Premises No. B-6/17, Shopping Centre, Safdarjung Enclave, New Delhi- 11 00 29 or such other Architect(s) whom the Seller may from time to time appoint as the Architect(s) for the Building and/or Total Project Area;
- vi)** **ASSOCIATION/HOLDING ORGANISATION** shall mean the Association, Committee, Body, Society, LLP or Company to be incorporated by the Seller in the manner as hereinafter stated in Article XVIII of this Agreement.
- vii)** **BUILDING** shall mean the Residential Apartment Building to be

constructed on a divided and demarcated portion of the said Total Property being LOT-C in accordance with the sanctioned Plan, to comprise of Multi-Level Car Parking (MLCP) from Ground floor to the second floor and to comprise of various service units/, constructed spaces and car parking spaces to be ultimately and independently held and/or enjoyed by various persons on ownership basis.

viii) CHANGE IN LAW shall mean occurrence of any of the following after the date of this agreement-

The enactment of any new law;

- a. The repeal, amendment, modification or re-enactment of any existing law;
- b. The commencement of any law which has not entered into effect until the date of this agreement;
- c. A change in the interpretation or application of any law by a judgement and order of a court of record which has become final, conclusive and binding as compared to such interpretation or application by a court or record prior to the date of this agreement;
- d. Any action/directive/notification/ordinance/circular of Government Authority which impacts the Total Project Land.

ix) CLUB shall mean ALL THAT a portion or portion earmarked as Club Area on the said LOT-C and to be constructed thereon in accordance with the sanctioned Plan, to comprise of the area and facilities mentioned in Article IX of this Agreement and the said Club Area shall at all times remain vested in the Seller and the Purchaser or any other Apartment owners or any member of it shall have no right to claim ownership over and in respect of Club Area.

x) CO-OWNERS according to the context shall mean the persons who for the time being, own any Residential unit/apartment in the said Apartment Building or has agreed to purchase the same on the terms and conditions to be performed and observed without default and has taken possession thereof, (including the Seller for those unit and other constructed spaces not alienated by the Seller and/or reserved and/or retained by the Seller for its own exclusive use).

xi) COMMON EXPENSES shall include all expenses for the management, maintenance and upkeep of the said Apartment Building its Common Portions therein and the expenses for Common Purposes shall be payable proportionately by the Purchaser periodically as Maintenance Charges and

as may be increased from time to time by the Maintenance in Charge and shall also include the Service Tax and/or other tax, charges or levy payable in respect of the same which are mentioned in the **NINTH SCHEDULE** hereunder written;

- xii) COMMON PORTIONS** shall mean such common areas, facilities and installations in the Buildings to be constructed on the LOT-C like staircases, landings, lobbies, lifts, passages, the Common Roof Area, common bath and toilet, underground water reservoir, overhead water tank, water pump with motor and common electrical and plumbing installations as have been decided or provided by the Seller BUT shall not include the Car parking spaces/ MLCP, Roof except Common Roof Area, terraces at different floor levels attached to any particular Unit, and other open and covered spaces at the Premises and the Building which are not included in the Common Areas and Installations, which are mentioned in the **FIFTH SCHEDULE** hereunder written ;
- xiii) COMMON PURPOSES** shall include the purpose of maintaining and managing the Building and in particular the Common Portions, rendition of services in common to the Unit Owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Portions in common;
- xiv) COMMON ROOF AREA** shall mean the specified portion / area of the ultimate roof of the Building that has been demarcated by the Seller, along with the Lift Machine Room, the water tank and RO Water Plant thereon, which only shall form part of the Common Portions.
- xv) COMPENSATION** shall mean and include the amount to be paid by the Purchaser to the Seller on account of costs charges claims and demands in the situation and manner provided in Clause 7.6 of the Article III of this Agreement.
- xvi) CORPUS FUND/SINKING FUND** shall mean the amount to be paid and/or contributed by each Unit Owner including the Purchaser as and by way of Sinking and/or Corpus Fund which shall be held by the Holding Organisation and be utilized for the purpose of carrying out major repairs, replacements ,additions to the Common Portions and other contingencies as mentioned in Article XVI of this Agreement;
- xvii) DEFINITIVE AGREEMENT** means this agreement and shall include all

schedules, annexures, amendments and/or addendums made between the parties hereto including the Deed of Conveyance to be executed and registered as mentioned herein and the Building Management Agreement to be entered into the Seller and the Facility Maintenance Company for purposes mentioned herein.

- xviii)** **DEPOSITS** shall mean the various amounts and part of Additional Payments as in **Part-I and Part II** of the **SEVENTH SCHEDULE** hereunder written and to be deposited by the Purchaser and shall also include any other amount that the Seller may decide and the Purchaser may be required to deposit;
- xix)** **ENCUMBRANCE(S)** means a security interest of whatsoever kind or nature including (1) any mortgage (whether fixed or floating), pledge, lien (including negative lien), hypothecation, assignment, deed of trust, title retention or other encumbrance of any kind securing or conferring any priority of payment in respect of any obligation or any person without limitation any right granted by a transaction (2) interest, option, right of first offer or refusal or transfer restriction in favour of any person for grant of lease (3) creation of any tenancy or licence and (iv) any adverse claim as to title, possession or use.
- xx)** **FORCE MAJEURE/EXCEPTION** shall include natural calamities, Acts of God, floods, earthquakes, riots, wars, storms, cyclones, tempests, fire, civil commotion, civil wars, air raids, general strikes, lockouts, transport strikes, shortage or unavailability of construction materials, acquisitions, requisitions, notices or prohibitory orders from Corporation or any other statutory body or any Court, government action or regulations, new and/or changes in municipal or other rules, laws or policies affecting or likely to affect the Project, and/or any reasons/circumstances beyond the control of the Seller and includes covenants and the terms mentioned in Article X of this Agreement;
- xxi)** **HOTEL BLOCKS** shall mean the two hotel buildings to be constructed erected and on the Hotel Area Land being LOT A and LOT B by Interglobe Hotels Pvt Ltd and Fleur Hotels Private Limited
- xxii)** **MAINTENANCE AGENCY** shall mean the Holding Organisation and/or any Facility Management Company which may be appointed by the Seller and/or the Holding organization for common purposes as mentioned hereinafter.
- xxiii)** **MAINTENANCE CHARGES** shall mean the proportionate amount of

Common Expenses payable monthly by the Purchaser to the Holding Organisation and/or Facility Management Company or Maintenance-in-Charge, which are mentioned in the **NINTH SCHEDULE** hereunder written;

- xxiv) MAINTENANCE IN-CHARGE** shall upon formation of the Holding Organization and its taking over charge of the acts relating to the Common Purposes from the Seller mean the Holding Organization and till such time the Holding Organization is formed and takes over charge of the acts relating to the Common Purposes shall mean the Seller or Facility Maintenance Company/Ad-hoc Committee or any other person/agency as may be engaged by the Seller.
- xxv) PARKING SPACES** shall mean the car parking spaces both open and covered on Multi-Level Car Parking (MLCP) from Ground floor to the second floor of the Building dedicated and/or reserved for the purpose of parking of cars to be designated by the Seller in favour of any Unit owner intending to acquire the same against consideration and on the terms to be agreed upon.
- xxvi) PLAN** shall mean the plans of the Building which have been sanctioned and approved by The New Town Kolkata Development Authority vide Building Permit No. 0300111120150525 dated 25-05-2015 and Re-sanction Building PIN R0300111120170104 dated 04-01-2017 in favour of the Seller and shall mean and include all modifications and/or alterations made thereto and sanctioned by the authorities concerned and includes terms and conditions mentioned in the Letter No. R0300111120170104 dated 18th January, 2017 and the terms as may be imposed by The New Town Kolkata Development Authority.
- xxvii) PROJECT** shall mean the work of construction erection and completion of the Residential Apartment Building, marketing and sale of the Units and other rights, handing over of possession of the completed Units to the Unit Owners and execution and registration of the Deeds of Conveyance in favour of the Unit Owners;
- xxviii) PROPORTIONATE OR PROPORTIONATELY** according to the subject or context shall mean the proportion in which the built-up area of any unit may bear to the built-up area of all the Residential units/apartments in the Building PROVIDED THAT where it refers to the share of the Co-Owners in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on

which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determining on the basis of the area rental income consideration or user thereof);

xxix) PURCHASER shall mean and include:

- (a) If he/she be an individual, then his/her respective heirs, executors, administrators, legal representatives and permitted assigns;
- (b) If it be a Hindu Undivided Family, then its members for the time being and their respective heirs, executors, administrators, legal representatives and permitted assigns;
- (c) If it be a Company or a Limited Liability Partnership, then its successor or successors in interest and permitted assigns;
- (d) If it be a Partnership Firm under the Indian Partnership Act, 1932 / Limited Liability Partnership Act, 2008 then its partners for the time being and their respective heirs, executors, administrators, legal representatives and permitted assigns;
- (e) If it be a Trust, then its Trustees for the time being and their successor(s)-in-office and assigns;

xxx) Rules" means the West Bengal Housing Industry Regulation Rules, 2015 made under the West Bengal Housing Industry Regulation Act, 2017;

xxxi) "Regulations" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017; d) "section" means a section of the Act.

xxxii) TOTAL PROJECT LAND shall mean ALL THAT the piece and parcel of land measuring 15459.55 sq.meters (equivalent to 3.82 acres) (more or less) being Premises No. 30-1111 in Street No. 1111 (erstwhile Plot No. BG-9) in Block IB situated in New Town, District- North 24 Parganas (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written).

xxxiii) UNITS shall mean any independent and self-contained Residential Units/Apartment and/or other constructed areas (capable of being independently and exclusively owned, used and enjoyed) in the Residential Apartment Building and wherever the context so permits or intends shall include the car parking Space/s and also the proportionate undivided share in the land comprised in the Premises and in the Common Areas and Installations attributable thereto.

xxxiv) SERVICES shall mean the services which will be made available to the

Unit Owner in common with other unit owners. **SAID UNIT/APARTMENT** shall mean the said Residential Unit/Apartment intended to be acquired by the Purchaser in terms of **this Agreement** (more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written) .

xxxv) SAID UNDIVIDED SHARE shall mean the proportionate variable undivided indivisible share in the land underneath the Residential Apartment Building which is attributable and/or allocable to the said Unit intended to be acquired by the Purchaser in terms of this Agreement;

xxxvi) SUPER BUILT-UP AREA of the said Residential Unit/Apartment shall be applicable for the purpose of calculation of the liabilities of the Purchaser including for municipal taxes, maintenance charges, deposits, etc. and it has been mutually agreed that the same shall be computed by adding (i) the built-up area of the said Unit, (ii) proportionate share and/or interest in the constructed common areas in the LOT – C of the Project

ARTICLE II – DEFINITIONS

- 2.1 In this Agreement for Sale, (save to the extent that the context otherwise so requires):
- i) Any reference to any act of Parliament or State Legislation whether general or specific shall include any modification, amendment, extension or re-enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws permissions or directions any time issued under it.
 - ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or novated.
 - iii) An obligation of the Purchaser in this Agreement to do something shall include an obligation to ensure that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, suffer or allow the same to be done.
 - iv) Words denoting Masculine gender shall include feminine and neutral genders as well.
 - v) Words denoting singular number shall include the plural and vice versa.
 - vi) A reference to a statutory provision includes a reference to any modification, amendment, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.

Garage/ Covered Parking - 1	Price for 1
Garage/ Covered Parking - 2	Price for 2
Total Price (in rupees)	

[OR]

Plot No.	Rate of plot per square feet*
Type	
Total Price (in rupees)	

*Provide break up of the amounts such as cost of plot, proportionate cost of common areas, taxes, maintenance charges as per para II etc., if/ as applicable.

[AND] [if/ as applicable]

Garage/ Covered Parking - 1	Price for 1
Garage/ Covered Parking - 2	Price for 2
Total Price (in rupees)	

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/ Plot];
- (ii) The total price above includes 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 handing over the possession of the apartment/ plot 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, the subsequent amount payable by the allottee to the promoter shall be increased/ reduced based on such change/ notification;

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;

(iii) The Total Price [Apartment/ Plot] 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, waterline and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para II etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/ Plot] and the Project.

1.3 The Total Price is escalation – free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/ or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in the 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.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule Sixth (“Payment Plan”).

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

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'Eight' (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, plot or building, 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 make such minor additions or alterations as may be required by the Allottee, or such minor charges or alterations as per the provisions of the Act.

1.7 [Applicable in case of an apartment] The Promoter 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, If there is reduction in the carpet area then the Promoter shall refund the excess money paid by allottee within forty five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this agreement.

1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/ Plot] as mentioned below:

- (i) The Allottee shall have exclusive ownership of the [Apartment/ Plot];
- (ii) 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 shall hand over the common areas to the association of the 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 [Apartment/ Plot] 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 fire fighting equipment in the common areas, maintenance charges as per para 11 etc. And includes cost for providing all other facilities, amenities and specifications to be provided within the [apartment/ Plot] 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/ plot, as the case may be.

1.9 . It is made clear by the Promoter and the Allottee agrees that the [Apartment/ Plot] along with 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 Allottee of the Project.

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

1.11 The Allottee has paid a sum of Rs _____ (Rupees only) as booking amount being part payment towards the Total Price of the [Apartment/ Plot] 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 [Apartment/ Plot] 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 in the terms of the Agreement and the Promoter abiding by the 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 favor of _____ payable at _____ .

3. COMPLIANCE OF LAWS RELATIKNG 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 he 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 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 of comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter 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 applicable/ allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favor 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 [Apartment/ Plot], if any, in his/ her name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.

5. TIME 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 {Apartment/ Plot} to the Allottee and the common areas to the association of allottees or the competent authority, as the case maybe.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the [Apartment/ Plot] 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. The Promoter 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 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 NKDA [Please insert the relevant State Laws] 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 shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/ PLOT:

7.1 Schedule for possession of the said [Apartment/ Plot] – The Promoter agrees and understands that timely delivery of possession of the [Apartment/ Plot] 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 [Apartment/ Plot] along with ready and complete common areas with all specifications, amenities and facilities of the

project in place on 31.12.2020 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 shall be entitled to the extension of time for delivery of possession of the [Apartment/ Plot].

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 the 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.

Subject to Force Majeure/Exceptions Clause as agreed under this Agreement and further subject to the Purchaser having complied with all its obligations under the terms and conditions of this Agreement, and the Purchaser not being in default under any part of this Agreement including but not limited to the timely payment of the Total Sale Consideration, Stamp Duty and other charges/fees/taxes/levies/amount to be paid under this Agreement and also subject to the Purchaser having complied with all Applicable Laws and formalities or documentation as prescribed by the Seller Company, the Seller Company proposes to hand over the possession of the said Residential Apartment to the Applicant by 31st December , 2020 (“**Completion date**”).

7.2. Procedure for taking possession – The Promoter, 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 favor of the allottee shall be carried out by the promoter within 3 months from the day of issue of occupancy certificate]. 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 occupancy 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 [Apartment/ Plot] – Upon receiving a written intimation from the Promoter as per 7.2, the Allottee shall take possession of the [Apartment/ Plot] 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 [Apartment/ Plot] 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.

7.4. Possession by the Allottee – After obtaining the occupancy certificate* and handing over physical possession of the [Apartment/ Plot] to the allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, including common areas, to the association of Allottee 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 or the competent authority, as the case may be, within thirty days 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 paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

7.6 Compensation – Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/ Plot] (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 him in respect of the [Apartment/

Plot], 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 handing over of the possession of the [Apartment/ Plot] 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 Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Promoter 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;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the project;
- (iii) There are no encumbrances upon the said Land or the Project:
[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land];
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the [Apartment/ Plot];

All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [apartment/ Plot] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, building and [Apartment/ Plot] and common areasvi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing. Whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ agreement with any person or party with respect to the Land including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;

- (viii) The promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Plot] to the Allottee and the common area to the association of the allottees or the competent authority, as the case may be;
- (x) The schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all government 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, plot or building, 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;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/ or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide ready to move in possession of the [Apartment/Plot] 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. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate , as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of default by Promoter under the condition listed above, Allottee is entitled to the following:

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments to 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 of the possession of the [Apartment/Plot], 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 occurrence of the following events:

- (i) In case the Allottee fails to make payments for consecutive 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 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 -----consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment/Plot] in favour of the Allottee and refund the money paid to him by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated;

Provided that the Promoter shall intimate the allottee about such termination atleast thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the [Apartment/ Plot] as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title

of the [Apartment/ Plot] together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate* and the completion certificate, as the case may be, to the allottee:

[Provided that in 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 company certificate]. However, in case of the Allottee Fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorises the Promoter to withhold registration of conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE SAID 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 completion certificate of the project. The cost of such maintenance has been included in the Total Price of the [Apartment/ Plot].

11.1 As a matter of necessity, the Purchaser, in using and enjoying the said Unit/Apartment and the Common Areas, Facilities and Installations binds himself and covenants to observe fulfill and perform the rules regulations obligations covenants and restrictions as may be made applicable by the Maintenance In-Charge from time to time for the quiet and peaceful use enjoyment and management of the Building and in particular the Common Areas and Installation and other Common Purposes.

11.2 **APPOINTMENT OF FACILITY MANAGEMENT COMPANY**

11.3 Immediately after completion of the said new building or so soon thereafter, for the purpose of maintenance of the common parts and portions and for rendition of common services, the Seller may appoint a Facility Management Company (hereinafter referred to as the “FMC”) on such terms and conditions as the Seller in its absolute discretion may deem fit and proper and the Purchaser hereby consents for the same.

11.4 As already stated above for a period of 3 years from the date of completion certificate being granted, the Seller has undertaken to render the common services (more fully and particularly detailed out in the **NINTH SCHEDULE** hereunder written) out of advance interest free Deposits and after expiry of the said period, the Purchaser shall be liable to make payment of the proportionate share of Common Area Maintenance Charges (hereinafter referred to as the “CAM CHARGES”)

and in addition thereto shall also be liable to make payment of the proportionate share of the Management Fee which may become payable to such FMC for providing common area maintenance services.

- 11.5 Until such time such FMC is appointed for the purposes mentioned hereinabove, the Seller may continue to retain control of the Common Parts and portions and remain liable for rendition of Common Services subject to the Purchaser and the other units owners making timely payment of the proportionate share of CAM Charges payable by each one of them and also charges payable to such FMC mentioned hereinafter.

12. DEFECT LIABILITY:

It is agreed that in case 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 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 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 Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

14. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, 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, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottees framed by the Allottees for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1. Subject to para 12 above, the Allottee shall after taking possession, be solely responsible to maintain the [Apartment/ Plot] as his/her own cost, in good repair and condition shall not do or suffer to be done anything in or to the Building, or the [Apartment/ Plot], 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/ Plot] and keep the [Apartment/ Plot], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2. The allottee further undertakes, assures and guarantees that he/she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall 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/ Plot] or place in 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/ Plot].
- 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 the association of allottees. The allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.4. **Corpus / Sinking Fund** The Purchaser acknowledges that the said new building to be constructed at the said Total Project Land is going to be one of the most decent and prestigious buildings in the city of Kolkata and as such the Purchaser agrees and accepts that it is his/her/its responsibility to ensure that the decency of the said new building is maintained. For the aforesaid purpose, the Purchaser has agreed to keep in deposit with the Seller at or before taking over possession of the said Unit in terms of this Agreement, a sum to be calculated at the rate of Rs.50/- (Rupees Fifty only) per square feet on the Total Super built-up area forming part of the said Unit/Apartment (hereinafter referred to as the **“CORPUS/ SINKING FUND”**) and the said Sinking Fund shall be held by the Purchaser until such time the Holding Organisation is formed and upon formation of the said Holding Organisation the said Sinking Fund together with interest accrued due thereon shall be transferred in favour of such Holding Organisation.

15.5 Taking into account the requirements of the Residential Apartment Building from time to time including capital expenses which may be required to be incurred from time to time, the Purchaser agrees to make payment of the proportionate amount on account of Sinking Fund as may be necessary and/or required from time to time by the Seller and upon formation of the Holding Organisation by such Holding Organisation.

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

The Parties are entering into this Agreement in the allotment of a [Apartment/ Plot] 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 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.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE:

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

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

The Promoter has assured the Allottees that the project in its entirety is in accordance with _____ the _____ provisions _____ of the _____.

[Please insert the name of the Apartment Ownership Act]. The Promoter showing compliance _____ of various laws/regulations _____ as applicable in _____.

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Register (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter , this

Agreement within 30 (thirty) days from the date of its receipt by the Allottee and /or appear before the Sub- Register 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 said apartment/plot /building, as the case may be.

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 [Apartment/ Plot] and the Project shall equally be applicable to the enforceable against and by any subsequent Allottees of the [Apartment/ Plot] , in case of a transfer, as the said obligations go along with the [Apartment/ Plot] 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 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 any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the [Apartment/ Plot] bears to the total carpet area of all the [Apartment/ Plot] 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 any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. JURISDICTION AND GOVERNING LAW

28.1 Only Courts of Kolkata shall have the exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in connection with this Agreement or its Articles, terms, conditions, application, formation or validity.

28.2 This Agreement shall be governed by and construed in accordance with the laws of India, without giving any effect to any choice of law or conflict of law or the provisions.

29. PLACE OF EXECUTION:

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

THE FIRST SCHEDULE ABOVE REFERRED TO
(THE TOTAL PROJECT LAND)

ALL THAT piece and parcel of land measuring about 15459.55 sq. meters (equivalent to 3.82 acres) (more or less) being Premises No. 30-1111 in Street No. 1111 (erstwhile Plot No. BG-9) in Block No. IB situated in New Town, Police Station- New Town, in the District- North 24 Parganas falling in Mouza- Thakdari, J.L. No. 19 under Mahisbathan- II Gram Panchayet with the amenities and facilities appertaining to the said Land and butted and bounded as follows:

- On the North : By Premises Nos. 01-0124 and 32-1111 (MAR)
On the South: By Major Arterial Road (59.0 M. ROW), Street No. 1111
On the West: Street No. 0124 (36.50 M- wide road)
On the East: By Premises No. 32-1111(MAR)

THE SECOND SCHEDULE ABOVE REFERRED TO

PART – I-

LOT-A

ALL THAT constructed area measuring about 25,984 sq.ft. (more or less) out of buildable FAR measuring 75,000 sq.ft. (more or less) inclusive of proportionate non FAR areas such as basements, parking, utility area, etc being the partial and incomplete construction together with the undivided proportionate share or interest in land measuring about 3097 sq. meters forming part of the said Total Project Land (described in the FIRST SCHEDULE above) with the benefits of Pre-construction Approvals to be obtained for the purposes of putting up a Hotel by Interglobe Hotels Pvt. Ltd.

PART- II

LOT-B

ALL THAT undivided proportionate right, title and interest in piece and parcel of land containing by estimation an area of 26,661 sq.ft. (more or less) constructed upto plinth level comprising two basements of area admeasuring 29,900 sq.ft. (more or less) for the purpose of parking and utilities for the hotel purpose alongwith buildable FAR of 85,800 sq.ft. to be built on and above the plinth level, forming part of the said Total Project Land (described in the FIRST SCHEDULE above) for the purposes of putting up a Hotel by Fleur Hotel Private Limited.

THE THIRD SCHEDULE ABOVE REFERRED TO

LOT-C

ALL THAT the piece and parcel of land containing by estimation an area of 1,06,394 sq..ft. (more or less) forming part of the said Total Project Land (described in the FIRST SCHEDULE above) for the purposes of putting up the SERVICE APARTMENT BUILDING together with Club Area and the facilities and the RESIDENTIAL BUILDING.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(APARTMENT AND THE PROPERTIES APPURTENANT THERETO)

FIRSTLY ALL THAT the Apartment/Unit No. ----- on the ----- floor of the Residential Apartment Building containing by estimation an area of ----- sq.ft. (CARPET area) (more or less) and **SECONDLY** ALL THAT the open/covered car parking space on the ground floor to 2nd floor of the Multiple Level Car Parking (“MLCP”) at the said Building on the said LOT-C to be designated by the Seller as hereinafter appearing AND **THIRDLY** ALL THAT the undivided indivisible impartible proportionate share or interest in all common parts and portions (more fully and particularly mentioned and described in the **FIFTH SCHEDULE** hereunder written) TOGETHER WITH easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit AND EXCEPTING AND RESERVING unto the Seller and the person deriving title from the Seller such easements quasi-easements and right and privileges as may be decided by the Seller and/or its successor AND **FOURTHLY** ALL THAT the undivided proportionate indivisible impartible share or interest in the land underneath the Residential Apartment Building appurtenant and/or allocable thereto AND **FIFTHLY** ALL THAT the right to use the Club to be situated on the LOT-C and the facilities thereof (more fully and particularly mentioned and described in the FOURTH SCHEDULE hereunder written and hereinafter referred to as the said “**UNIT/ APARTMENT**” AND THE PROPERTIES APPURTENANT THERETO) for the consideration and subject to the terms and conditions hereinafter appearing .

THE FIFTH SCHEDULE ABOVE REFERRED TO
(COMMON PARTS AND PORTIONS)

1. The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
2. Drains and sewers from the premises to the Municipal Duct.

3. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
5. The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
6. Boundary walls of the premises including outer side of the walls of the building and main gates.
7. Water pump and motor with installation.
8. Tube well water pump overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
9. Transformer if applicable electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Unit) and spaces required therefore.
10. Windows/doors/grills and other fittings of the common area of the premises.
11. Generator its installations and its allied accessories.
12. Lifts and their accessories installations and spaces required therefore.
13. Such other common parts areas equipments installations fixtures fittings covered and open space in or about the said Premises and/or the building as are necessary for passage to or use and occupancy of the Units as are necessary.

THE SIXTH SCHEDULE ABOVE REFERRED TO
(CONSIDERATION AMOUNT)

The Purchaser hereby agrees to pay the total consideration amount of Rs.-----
-----/- (Rupees _____) only out of which the Purchaser
has already paid a sum of Rs.----- /- (Rupees _____)
only as part amount” out the Total consideration at or before signing of this Agreement and
the balance amount of the said consideration amount shall be paid to the seller as per
Payment Schedule and in the manner hereinafter appearing :

TOTAL CONSIDERATION

Particulars	Rate	Amount
Basic Sale Price	Rs _____/- per sq.ft.	
Unit Area :		

PLC and Floor escalation	Rs.----- - /- per sq. ft.	
Exclusive Parking Rights Covered/Open	Rs _____/	
Legal Fees	Rs.-----/-	
Club Membership Fees 1BHK/2BHK	Rs.-----/-	
3BHK/4BHK	Rs.-----/-	
Total		

PAYMENT SCHEDULE

Date	Payment	Amount (INR)
On Booking or before Agreement	10% of total consideration amount	
October-2018	50% of total consideration amount + 50 % of Development Charge	
April-2019	10% of total consideration amount + 25 % of Development Charges	
November-2019	10% of total consideration amount	
April-20	10% of total consideration amount + 25 % of Development Charges	
On Possession	10% of total consideration amount Plus Sinking Fund and Maintenance Charges	

THE SEVENTH SCHEDULE ABOVE REFERRED TO
ADDITIONAL PAYMENTS/ DEPOSITS
PART I – REFUNDABLE / ADJUSTABLE DEPOSITS

In addition to amount of consideration agreed to be paid by the Purchaser to the Seller in terms of this Agreement, at or before taking over possession of the said Unit the Purchaser has agreed and committed itself to pay the following amounts as and by way of deposits:

- i) Rs. PER sq. ft /--on account of the maintenance charges for three years.
- ii) iii Rs. per sq. ft for sinking fund .

In addition to the above the Purchaser has agreed to make all amounts which may become due and payable on account of any Service Tax and all other statutory levies and impositions which may be imposed by the authorities concerned.

PART II – NON REFUNDABLE DEPOSITS

Development Charges (DC)	Rs / Per Sq ft	Amount (INR)
Pipeline for gas Supply		
Electrical Connection		
Power Back Up		
RO Water Plant		
NKDA / Society Formation		
Total Development Charges		

THE EIGHTH SCHEDULE ABOVE REFERRED TO
(SPECIFICATIONS) –
SPECIFICATIONS, FACILITIES AND AMENTIES

SPECIFICATIONSSTRUCTURE

- RCC frame structure on pile foundation

WALLS

- Conventional brickwork with Cement Plastering

WALLFINISH

- Interior- Putty finish/Plaster of Paris
- Exterior- Combinations of textured paint / Brush Finish

CEILING

- Putty Finish/Plaster of Paris

FLOORING

- Italian Marble Flooring in Living/Dining
- Master Bedroom- Laminated Wooden Flooring
- Other Rooms – Vitrified Tiles
- Kitchen - Vitrified tiles
- Toilets- Anti Skid Ceramic tiles
- Lift Lobby- Vitrified tiles

KITCHEN

- Dado of ceramic tiles, up to a height of two feet from the platform
- Kitchen platform with granite counter top
- Stainless steel sink
- Piped Gas Supply
- Hot/ Cold water line
- Metered RO Water

TOILET

- Standard ceramic tiles on the wall up to 7ft height
- Premium quality bathroom fittings & sanitary ware
- CP fittings of premium quality
- Provision for geyser

- Hot/ Cold water point
- Shower partition in Master bathroom
- Granite counter for basin
- Concealed Plumbing and pipe Work

DOORS

- Entrance Door - Solid molded & polished
- Internal Door - Flush doors solid core with frames
- Locks of superior quality
- Hardware fitting of reputed brands

WINDOWS

- Anodized aluminum windows

ELECTRICAL

- I) Modular switches of superior brands
- II) ISI approved brand of concealed wiring for electricity, telephone and television
- III) Overhead illumination for compound and street lighting inside the complex
- IV) 24x7 Power back up for essential services like lift, lobby, common area and apartment
(1BHK-500 Watts, 2BHK-750 Watts, 3BHK-1000 Watts, 4BHK-1250 Watts)

AMENITIES

- V) Automatic high speed elevators of superior make
- VI) Intercom Facility and Infrastructure for DTH service
- VII) In House sewerage treatment plant for entire complex
- VIII) State of the art fire fighting arrangement and extinguishers as required by law
- IX) 24 hours treated water supply
- X) Intercom facility for entire complex including club and FMS
- XI) Facility Management System
- XII) 3 tier security
- XIII) CCTV at main gate and ground floor lobbies

- xiv) Fully Air Conditioned ground floor Lobby
- xv) Landscaped gardens
- xvi) Fire alarm and suppression system
- xvii) Well built and well lit internal roads

CLUB FACILITIES

- xviii) Banquet Hall cum Badminton Court
- xix) Infinity Swimming Pool
- xx) Table tennis Room
- xxi) State of the art Multi gym
- xxii) Massage / Spa room
- xxiii) Steam and Sauna room (Separate for ladies and gents)
- xxiv) Pool and snooker table
- xxv) Children Play area
- xxvi) Library
- xxvii) Jogging and Walking track

THE NINTH SCHEDULE ABOVE REFERRED TO **(MAINTENANCE CHARGES/ COMMON EXPENSES)**

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Holding Organisation) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the property as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tide condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.

5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the property.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming parts of the property.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Seller may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual owners/ occupiers of any Units
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual lessee of any Unit.
15. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the building excepting those which are the responsibility of the owner/occupier of any Units
18. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Seller may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.

19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Management company/Holding Organisation it is reasonable to provide.
21. In such time to be fixed annually as shall be estimated by the Holding Organisation (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.
22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Holding Organisation for the owners of the Units/Units and shall only be applied in accordance with unanimous or majority decision of the members of the Holding Organisation and with the terms of this Schedule

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED and DELIVERED by the SELLER through **SHRI SHIVAM ASTHANA**, duly authorized in pursuance of a Resolution of the Board of Directors **at Kolkata in the presence of:**

SIGNED and DELIVERED by the PURCHASER at **Kolkata in the presence of:**