

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 400 021 and 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)** **AGREED CONSIDERATION** shall mean the Total Consideration Amount agreed to be paid by the Purchaser to the Seller as would appear from the **SIXTH SCHEDULE** hereto for acquiring the said Unit and common parts and facilities.

- iii) **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**
- iv) "Act" means the West Bengal Housing Industry Regulation Act. 2017 (West Ben. Act XL1 of 2017);,
- v) **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.
- vi) **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;
- vii) **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.
- viii) **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.

- ix) BUILT-UP AREA** in relation to a Unit shall mean the plinth area of that Unit (including the area of bathrooms, balconies, and servants quarter, appurtenant thereto but excluding the area of the Open Terrace) and also the thickness of the walls (external and internal), the columns and pillars therein, provided that, if any wall, column or pillar be common between the two Units then $\frac{1}{2}$ (one-half) of the area under such wall, column or pillar shall be included in such Unit;
- x) CHANGE IN LAW** shall mean occurrence of any of the following after the date of this agreement-

 - i)** The enactment of any new law;
 - ii)** The repeal, amendment, modification or re-enactment of any existing law;
 - iii)** The commencement of any law which has not entered into effect until the date of this agreement;
 - iv)** 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;
 - v)** Any action/directive/notification/ordinance/circular of Government Authority which impacts the Total Project Land.
- xi) 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.

- xii) 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).
- xiii) 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;
- xiv) 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 ;

- xv) **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;
- xvi) **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.
- xvii) **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 VII of this Agreement.
- xviii) **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;
- xix) **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.
- xx) **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;

- xxi) 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.
- xxii) FACILITY MANAGEMENT COMPANY shall mean the Company to be appointed by the Seller for the purposes mentioned in the Article XVII of this Agreement.**
- xxiii) 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;
- xxiv) 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

- xxv) 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.
- xxvi) 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;
- xxvii) 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.
- xxviii) 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.
- xxix) 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.

xxx) **PREDETERMINED LIQUIDATED DAMAGES** shall mean the amount including interest, charges and service tax as mentioned in Articles VI and XII of this Agreement.

xxxii) **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;

xxxiii) **PROJECT ADVOCATES** shall mean Gaggar & Co. LLP Advocates of 6 Old Post Office Street, Kolkata 700 001 who has been appointed by the Seller and who has prepared this Agreement and also shall prepare all legal documentation regarding the development, construction, sale and transfer of the units forming part of the Residential Apartment Building including the Deeds of Conveyance and for execution and registration thereof;

xxxiiii) **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);

xxxiv) 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;

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

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

xxxvii) 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).

- xxxviii) 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.
- xxxix) 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) .
- xl) 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;
- xli) 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.
- vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modification made in this Agreement from time to time in force.
- viii) The headings and/or nomenclature in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- ix) The Schedules shall have effect and be construed as an integral part of this Agreement.

ARTICLE-III –

ACKNOWLEDGEMENT, DISCLOSURE AND DISCLAIMER BY THE PURCHASER.

- 3.1 Prior to entering to this Agreement, the Purchaser has acknowledged, disclosed and confirmed as follows:-
- i) That he/she/it has fully satisfied himself/herself as to the title of the Seller that the Seller is the absolute owner of the said Residential Unit/Apartment and has the absolute authority to deal with the same in any manner whatsoever and to enter into this Agreement;
 - ii) The Seller is in vacant and peaceful possession of the Total Project Area free from all encumbrances and charges whatsoever and without any disturbance from any person or authority whatsoever.
 - iii) The Seller holds marketable title in respect of the Total Project Area free from all encumbrances, charges, liens, mortgages, trusts, debutters, lispensens, attachments, lessees, tenancies, occupancy rights, restrictions, acquisition, requisition, alignment , claims, demands and liabilities whatsoever or howsoever subject however to the terms of the WBHIDCO.
 - iv) There is no suit or proceeding filed by or pending against the Seller in any court of law or Tribunal concerning the Total Project Area or any part or portion thereof or the Said serviced Unit and/or that no Receiver has been appointed in respect of the Total Project Area.
 - v) The Total Project Area is not affected by land ceiling, any attachment including attachment before judgment and/or any attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demands Recovery Act or any other Acts or otherwise whatsoever or howsoever.
 - vi) That he/she/it has inspected the project and has agreed to acquire the said Unit on ownership basis with full knowledge and actual area and position of the property/ Total Project Land and there is no legal bar or impediment or any other difficulty on the part of the Seller in transferring the said serviced Unit/Apartment in favour of the Purchaser;

- vii) The Purchaser acknowledges that he/she/it has entered into this Agreement after causing inspection and due diligence and as a result of inspection and due diligence of the project and area and position of the Total Project Land and neither the Purchaser nor any person appointed by him/her/it shall place any reliance on any representation, oral or written, express or implied made by or on behalf of the Seller.
- viii) Has inspected the Plan sanctioned by The NKDA.
- ix) Acknowledges that the right of the Purchaser shall remain restricted to the Unit intended to be acquired by him/her/it as defined in this Agreement and that the Purchaser shall have no right or claim over and in respect of the Hotel Blocks on the LOT- A AND LOT-B.
- x) Is satisfied about the various facilities and/or utilities to be provided in the said Project as defined in this Agreement and the specifications and the materials to be used for construction of the Building.
- xi) Confirms and acknowledges that the super built up area to comprise in the Unit intended to be acquired by the Purchaser is based on the plan sanctioned by the authorities concerned and the amount agreed to be paid as and by way of consideration is based on the bundle of the rights intended to be acquired by the Purchaser in terms of and as defined in this Agreement which includes the right for parking of car/s.
- xii) That the Purchaser has understood the terms and conditions contained and recorded in this Agreement and that the same are beneficial to the Purchaser and the Purchaser is entering into this Agreement after understanding and accepting the said terms and conditions and therefore the purchaser has agreed not to raise any objections whatsoever or howsoever and it will not be lawful for the purchaser to do so in future.

- xiii) Acknowledges that the Seller shall be entitled to modify and/or alter the said Plan so long such modified/altered plan does not affect the Unit intended to be acquired by the Purchaser and the Purchaser hereby consents to the same and undertakes not to raise any objections whatsoever or howsoever and no further consent of the Purchaser shall be necessary and/or required for carrying out any modification and/or alterations to the Plan.
- 3.2 The Purchaser hereby further disclaims all his/her/its right title interest into or upon the other parts and portions of the said Residential Apartment Building whether open or covered excepting the said Unit and the car parking space/s intended to be acquired by the Purchaser in terms of this Agreement.
- 3.3 The Purchaser has agreed not to seek for change of external water pipe lines complete upto and outside the said Unit and external electric wiring upto the distribution box. If the Purchaser desires to cover such pipes he/she/it may do so at his/her/its own cost. For the purpose of inspection and maintenance of the said pipe lines the Seller shall have right of access to the said Unit and permission for such access shall be deemed to be accorded by the Purchaser. Similarly permission for inspection and maintenance shall be deemed to be accorded for electrical wires/cables running from the said Unit.
- 3.4 Acknowledges that the Club Area shall continue to remain vested in the Seller with the right to frame rules and regulations with regard to the Club Area and the facilities thereto and that the Purchaser shall have no right or claim of ownership over and in respect of the said Club Area excepting the right to use the same in the manner as hereinafter appearing.
- 3.5 Acknowledges that the Seller shall appoint Holding Organization and Facility Maintenance Company for the purposes mentioned hereinafter and the Purchaser hereby agreed to be fully aware of the said scope and purposes and undertakes not to raise any objections whatsoever or howsoever and agreed to be abide by the

same and also the Building Management Agreement for purposes mentioned herein in all respect.

- 3.6 Acknowledges that the Purchaser is responsible for payment of the Agreed Consideration Amount, Additional Payments/Deposits, Maintenance Charges and other amounts as covered by this Agreement and the Purchaser undertakes to pay the said amounts on time and as per Payment Schedule mentioned hereinafter and further the Purchaser agrees to comply with the Applicable law/laws for acquiring and enjoying the Unit.

ARTICLE IV – COMMENCEMENT AND DURATION

- 4.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from ----- day of ----- 2018, being the date of execution of this Agreement.
- 4.2 This Agreement shall subsist until the Purchaser fulfills his/her/its obligations in terms of this Agreement and thereupon Deed of Conveyance will be executed and registered by and between the parties.

ARTICLE V – SALE AND TRANSFER

- 5.1 In consideration of the various amounts to be paid by the Purchaser as covered by and defined in this Agreement and subject to Purchaser performing and observing all the conditions and covenants to be performed and observed on the part of the Purchaser, the Seller has agreed to sell and transfer and the Purchaser has agreed to purchase and acquire 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 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.

ARTICLE VI – CONSIDERATION/PAYMENT

6.1 In consideration of the aforesaid, the Purchaser has agreed to pay to the Seller a sum of Rs. -----/- (Rupees ----- only) (hereinafter called the "**TOTAL CONSIDERATION AMOUNT**") [which amount includes the cost of construction of the said apartment as described in **FOURTH SCHEDULE** hereunder written, common parts and facilities and also the consideration for allowing the exclusive right of parking of ----- cars in the Dedicated Car Park Area]

6.2 At or before the execution of this Agreement the Purchaser has paid to the Seller a

sum of Rs. -----/- (Rupees -----) being part of Total Consideration Amount payable in respect of the said Unit and the Properties Appurtenant Thereto, which has been adjusted against the Total Consideration Amount and the balance consideration amount to be paid in respect of the said apartment/Unit shall be paid as per Payment Schedule in the manner provided for in the **SIXTH SCHEDULE** hereunder written. 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 dial while raising a demand on the Allottee for increase in development charges, cost/ charges imposed by the competent authorities, the Promoter shall enclose **die said** notification, order/rule. regulationfo 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 exphy 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 he charged from the Allottee

6.3 Time for payment of the said Total Consideration Amount is and shall always remain as the essence of the contract.

6.4 The Purchaser shall regularly and punctually make payment of the Maintenance Charges and various amounts agreed to be paid by the Purchaser to the Seller in terms of this Agreement within the time as defined, agreed and stipulated herein inasmuch as it is the obligation of the Purchaser to make payment of such amounts on time and as such the

Purchaser hereby waives any notice being given by the Seller to the Purchaser.

- 6.5 In addition to the Total Consideration Amount agreed to be paid by the Purchaser to the Seller in terms of this agreement, the Purchaser has agreed and obligated himself/herself/itself to make payment of certain Additional Amounts/Deposits (details whereof will appear from PART I and PART II of the **SEVENTH SCHEDULE** hereunder written) and all such Additional Payments/Deposits must be paid before taking over possession of the said Unit after registration of the Deed of Conveyance.
- 6.6 Charges for providing any additional works or facilities or utility by the Seller in and/or relating to the said Unit at the request of the Purchaser shall be paid borne and discharged by the Purchaser in advance.
- 6.7 All betterment fees taxes and other levies charges including Service Tax/Goods and Service Tax imposed by the Government or any other authority relating to the said Project, Project Land and/or the said Unit shall be paid and borne by the Purchaser proportionate to his/ her/ its interest therein. Any other taxes or levy, if any imposed in future during subsistence of this Agreement, in relation to the Project and Project Land, by any Government / Authority / Corporation, shall be borne by the Purchaser proportionate to his/ her/ its interest therein.
- 6.8 Time for payment shall always remain as the essence of the contract. In the event of any default on the part of the Purchaser in making payment of any of the amounts agreed to be paid in terms of this Agreement the Seller shall be entitled to claim interest at the rate of 15% per annum on the amount remaining outstanding subject to the terms hereinafter appearing or as per laws applicable .
- 6.9 In the event of any default on the part of the Purchaser in making payment of any of the amounts in terms of this Agreement and if such default shall continue for a period of 90 (Ninety) days from the same becoming due the Seller shall be entitled to and are hereby authorised to determine and/or rescind this Agreement without

prejudice to any other right which the Seller may have under law and to claim or forfeit a sum equivalent to 20% of the Total paid Amount and also deduct any interest accrued on delayed installments, and payouts such as brokerage/commission/charges, service tax etc. as and by way of Predetermined Liquidated Damages to which the Purchaser hereby consents and the Seller shall refund the balance amount within **6 (Six) months** from the cancellation of the said Unit booked under this Agreement. Upon such termination, the Purchaser or any person claiming under him/her/it shall cease to have any right or claim under this Agreement and/or in respect of the said Unit and the Seller shall be entitled to enter into agreements for sale and transfer with any other person or persons without any claim or objection on the part of the Purchaser and the Purchaser hereby consents to the same.

6.10 The Purchaser accepts, agrees and covenants not to claim any right, title, interest or possession over and in respect of the said Unit and/or any of the facilities under this Agreement till such time the Purchaser has made and/or deposited all the amounts herein agreed to be paid or deposited by the Purchaser to the Seller in terms of this Agreement.

6.11 It is hereby agreed and declared that the Purchaser has agreed and committed himself/herself/itself to make payment of the amounts payable in terms of these presents and it shall not be obligatory or necessary on the part of the Seller to serve any notice or demand on the Purchaser .

7 COMPLIANCE OF LAWS RELATING TO REMITTANCES:

a) The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition-sale" transfer of

immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory-enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve 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.

b. 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 (be Promoter immediately and comply with necessary' formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment-remittances on behalf of any Allottee and such third party shall not have any right in the application allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only,

ARTICLE VII – CONSTRUCTION AND COMPLETION

7.1 The Seller shall construct erect and complete the said building and/or the said Unit with such materials and/or specifications (more fully and particularly mentioned and described in the **EIGHTH SCHEDULE** hereunder written) or as shall be recommended by the Architect and the Purchaser being satisfied with regard to the

same before entering into this Agreement, has agreed not to raise any objection whatsoever or howsoever.

- 7.2 The said Unit shall be constructed erected and completed in accordance with the said Plan duly sanctioned by the authorities concerned with such modifications or alterations as may be deemed fit and proper by the Seller or the Architect or as may be required by the authorities concerned and the Purchaser being satisfied before entering into this Agreement that such alterations or additions will be beneficial to the Project and the Unit, hereby consents to the same and hereby further agrees not to have or raise any objection in the Seller and/or the Architect making such alterations or additions.
- 7.3 While carrying out the work of construction the Seller shall be entitled to and the Purchaser hereby consents to make such additions and/or alterations to the said Plan as the Seller and/or the Architect may deem fit and proper so long as such modifications/alterations do not adversely affect the right of the Purchaser in respect of the said Unit.
- 7.4 The Purchaser shall not do any act deed or thing whereby the construction or development of the said Total Project Land is in any way hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained.
- 7.5 The Seller will not entertain any request from the Purchaser for modification or alteration in the internal layouts, fittings and floorings of the said Residential Unit/Apartment.
- 7.6 The Purchaser shall not be entitled to raise any dispute against or claim any amount from the Seller on account of any bad workmanship or inferior quality of materials or fittings or fixtures used in the said Residential Unit/Apartment or in the Building nor on account of any constructional defect in the said Residential Unit or in the Building PROVIDED THAT in case any defect in the construction of the said Unit or in the materials used therein is noticed by the Purchaser within 1

(One) year from the Date of Possession of the said Unit to the Purchaser as provided herein, the Purchaser shall immediately bring the same to the notice of the Seller and unless the defect has arisen due to any act or omission on the part of the Purchaser or his agents, the Seller shall in all possible way, rectify the defect without any charge to the Purchaser.

7.7 During the period of construction and at all times until handing over the possession of the said Unit to the Purchaser as provided herein, the said Unit shall be at the sole risk of the Seller.

7.8 The Purchaser agrees and undertakes not to do any act deed or thing either directly or indirectly which may prevent the Seller from undertaking the work of construction and completion of the said new building in accordance with sanctioned plan/approvals and hereby further acknowledges that if because of any act deed or thing done by the Purchaser or any person claiming through or under him/her/it the Seller is prevented from proceeding with the work of construction or completion of the new building then and in that event the Purchaser shall be liable to compensate the Seller for all costs charges claims and demands as Compensation which the Seller may be exposed or saddled with in as much the same is likely not only to adversely affect the Seller but also the various other unit owners intending to acquire a unit in the said new building.

7.9 Unless prevented by circumstances beyond the control of the Seller or Force Majeure or Exception circumstances, the said Building and/or Unit/apartment would be completed on or before 30th June, 2020 (hereinafter referred to as the COMPLETION DATE).

8 TIME IS ESSENCE:

8.1 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.

8.2 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 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.

8.3 Before the date of possession of the said apartment as provided herein, the Purchaser agrees and covenants: -

- a) To pay to the Seller such amounts due and payable on account of the consideration as mentioned in **SIXTH SCHEDULE** hereto and the proportionate costs of all payments made for extra common facilities to be provided to all Apartment Owners of the said Building.
- b) To deposit amounts free of interest with the Seller for the purpose and subject to the conditions mentioned in Part I and Part II of the **SEVENTH SCHEDULE** hereunder written.

ARTICLE VIII –SERVICES 8.1 For beneficial use and enjoyment of the said Unit/Apartment, the Purchaser shall be entitled to the following services against payment:

- i) Pipeline for gas supply
- ii) Electrical connection
- iii) Power Back-up

- iv) RO Water Plant
- v) Mutation and completion of other formalities in respect of the said Unit/Apartment.

ARTICLE IX – CLUB FACILITIES

9.1 For beneficial use and enjoyment of the said Unit/Apartment by the Purchaser and also for the other apartment owners in the said Residential Apartment Building and also for the owners and occupiers of the various flats units apartments forming part of the Residential Building to be constructed erected and completed by the Seller in the manner as hereinbefore recited, the Seller has agreed to provide Club Facilities and for the aforesaid purpose has earmarked 17300 sq.ft (more or less) on the area being LOT-C (hereinafter referred to as the CLUB AREA) and the said Club Area will comprise of:

- i) Banquet Hall cum Badminton Court
- ii) Infinity Swimming Pool
- iii) Table tennis Room
- iv) State of the Art Multi Gym
- v) Massage / Spa room
- vi) Steam and Sauna room
- vii) Pool and snooker table
- viii) Children Play area
- ix) Library
- x) Jogging and Walking track.

9.2 The said Club Area shall continue to remain vested in the Seller with the right to frame rules and regulations with regard to the Club Area and the facilities thereto

and the Purchaser shall not be entitled to claim any right of ownership over and in respect of the said Club Area and the Purchaser shall be entitled to use and avail of the said Club and its Facilities, subject to the Purchaser making payment of the monthly subscription and other amounts as may be made applicable by the Seller from time to time and/or agency/organization/any person authorized by the Seller from time to time.

9.3 At no point of time will the Purchaser be entitled to claim any right title or interest on any part of the Club Area and the Purchaser acknowledges that it has clearly understood the said terms for use of the Club Area and undertakes not to claim any right contrary to this Agreement.

9.4 The Seller hereby retains the exclusive right to provide Membership of the Club and its facilities to any person or outsider on terms set forth for membership of such Club and the Purchaser will not have any objection in such Membership being provided to outsiders.

ARTICLE X– FORCE MAJEURE/EXCEPTION

10.1 The Seller shall not be liable for any delay in performing any of its obligations under this Agreement including erection, construction, completion and delivery of possession of the Unit/Apartment to the Purchaser and the Seller shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the Seller to be performed and observed, if it is prevented by any of the conditions herein below: -

- i) Fire.
- ii) Natural calamity.
- iii) Tempest.
- iv) Abnormal increase in the price of building materials.
- v) Labour unrest.

- vi) Bandh, Strikes, Riots, Local problem and/or local disturbance.
- vii) Any prohibitory/injunction order from the court, Municipality and other authorities.
- viii) Any other unforeseen or unavoidable circumstances beyond the reasonable control of the Seller, directly or indirectly or as mentioned in the definition clause of Force Majeure.
- ix) Acts of God.
- x) Delay in grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority.

ARTICLE XI – POSSESSION

11.1 Immediately after the said Unit and/or the said Residential Apartment Building is completed and making the said Unit habitable and the Parking Space, if any, usable, the Seller shall serve a notice on the Purchaser (“**Possession Notice**”) calling upon the Purchaser to take possession upon payment of the amounts due and payable by the Purchaser in terms of this Agreement. Within Thirty days from the date of the Possession Notice, the Purchaser shall be bound to take over physical possession of the said Unit and the Parking Space, if any, after fulfilling all obligations under this Agreement including payment of the due amounts, failing which it shall be deemed that the Purchaser has taken possession of the said Unit on the 30th day of the date of the Possession Notice (Date of Actual or Deemed Possession – “**D ate Of Possession**”).

11.2 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.

11.3 On the Date of Possession in terms of Clause 11.1 above, the Purchaser shall be deemed to be completely satisfied with all aspects of the said unit and Appurtenances, including the specifications, facilities, amenities, area and measurement of the said Unit.

11.4 On and from the Date of Possession in terms of Clause 11.1 above, the Purchaser shall be liable and agrees:

- i) to make payment of the proportionate share of municipal rates taxes and other outgoings payable in respect of the said Unit;
- ii) to make payment of the proportionate share of Common Area Maintenance Charges (CAM Charges) subject to the terms stated hereinafter.
- iii) to apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of the concerned authorities within 3 (three) months.

11.5 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 30th June, 2020 (**“Completion date”**).

11.5 **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 7.9; 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

ARTICLE XII – DEFAULT IN PAYMENT – TERMINATION

12.1 In the event of any default on the part of the Purchaser in making payment of the amounts agreed to be paid in terms of this Agreement and if such default shall continue for a period of 90 (Ninety) days from the date of the amount becoming due and payable under this Agreement (hereinafter referred to as an **“Event of Default”**) then and in that event without prejudice to any other right which the

Seller may have, the Seller shall be entitled to terminate and/or rescind this Agreement with or without notice and in such an event the Purchaser shall cease to have any right under this Agreement or in respect of the said Unit, subject to the terms stated hereinafter.

12.2 In the event of cancellation and/or termination of this Agreement in terms of Clause 12.1 above, the Seller without prejudice to any other right under law, shall be entitled to claim or forfeit a sum equivalent to 20% of the paid amount out of Total Consideration Amount and also deduct any interest accrued on delayed installments, and payouts such as brokerage/commission/charges, service tax etc. as and by way of Predetermined Liquidated Damages and the Purchaser hereby consents to the same and the Seller shall refund the balance amount to the Purchaser, within **6 (Six) months** from the cancellation of the said Unit booked under this Agreement and the Purchaser shall cease to have any right or claim under this Agreement and/or in respect of the said Unit and the Seller shall be entitled to enter into agreements for sale and transfer with any other person or persons without any claim or objection on the part of the Purchaser and the Purchaser hereby consents to the same.

12.3 The Purchaser acknowledges and accepts that the said forfeiture is equitable and reasonable in view of default on the part of the Purchaser in making payment of the amounts in terms of this Agreement and undertakes not to raise any objection against forfeiture and deduction

12.4 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.

- 12.4 12.5 Upon such refund being made after forfeiture and deduction, the Purchaser shall cease to have any right or claim under this Agreement and/or in respect of the said Unit and/or other benefits and the Seller shall be entitled to enter into agreements for sale and transfer with any other person or persons without any claim or objection on the part of the Purchaser and the Purchaser hereby consents to the same.

ARTICLE XIII -FAILURE TO TAKE POSSESSION

- 13.1 In the event of the Purchaser failing to take over possession of the said Unit in terms of this Agreement and unless this Agreement is terminated in the manner as hereinafter stated, the Purchaser shall be liable and agrees to make payment of a sum of Rs. 15/- (Rupees Fifteen only) per square feet per month as and by way of “**Guarding Charges**” and the Purchaser acknowledges that payment of such guarding charges is legitimate in view of failure on the part of the Purchaser to take possession in terms of this Agreement and further provided that the Seller would not be responsible for any damage or loss that may occur internally to the said Unit and the Purchaser hereby acknowledges in view of being in Deemed Possession of the said Unit/Apartment.

13.2 EXECUTION OF THE DEED OF CONVEYANCE

- 13.2.1 Upon the Purchaser making full payment of the amounts agreed to be paid in terms of this Agreement and subject to the Purchaser paying performing and observing all the terms and conditions herein contained and on the part of the Purchaser to be paid performed and observed, the Seller shall execute the Deed

of Conveyance in respect of the said Unit to sell and transfer the said Unit in favour of the Purchaser.

13.2.2 The Deed of conveyance shall be prepared by the Solicitors/Advocates who may be appointed by the Seller at its discretion and the Purchaser agrees to make payment of the stamp duty, registration charges and other incidental expenses including the legal fees.

13.2.3 Within 7 (seven) days notice being given by the Seller to the Purchaser prior to execution and registration of the Deed of Conveyance, the Purchaser shall deposit the requisite amount on account of the stamp duty, registration charges and other incidental expenses including the legal fees and in the event of any failure on the part of the Purchaser in obtaining the Deed of Conveyance and/or transfer within the time as aforesaid then and in that event the Seller shall not bear any responsibility.

13.2.4 This Agreement is engrossed in duplicate and the original of this Agreement shall be made over to the Purchaser. It shall be the responsibility and obligation of the Purchaser to cause this Agreement to be registered with the authorities concerned upon making payment of the requisite amount due and payable on account of stamp duty, registration charges and other incidental expenses and if for any reason the Purchaser fails to cause this Agreement to be properly stamped and registered then and in that event the Purchaser alone shall be liable for all consequences arising therefrom and shall keep the Seller saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.

ARTICLE XIV– DOCUMENTATION AND PROFESSIONAL CHARGES

14.1 Gaggar & Co. LLP, Advocates of No. 6 Old Post Office Street, Kolkata- 700001, has prepared this Agreement and shall draw all papers documents and drafts required for and/or in connection with the various common purposes relating to the

said building and formation of the Holding Organisation as envisaged herein and such documents containing covenants to be observed on the part of the parties hereto as in the sole discretion of the said Advocate be determined to be reasonable and the costs and expenses of the same shall be borne and paid by the Purchaser proportionately with the other Unit owners and such costs and expenses shall be paid by the Purchaser before taking physical possession of the said Unit and the Purchaser despite his/her/its obligations to pay the remuneration and fees to the said Advocate shall be at liberty to consult any other lawyer/ advocate for any independent advice PROVIDED HOWEVER such consultation for independent advice will not absolve the Purchaser of his/her/its obligation or liability to pay the remuneration as herein provided..

- 14.2 The Stamp Duty, registration charges and incidental expenses for and/or in relation to execution and registration of the Deed of Conveyance in respect of the said Unit and for obtaining approval and consents necessary for such transfer and also any other assurances deeds required to be made for or in relation thereto shall be borne and paid by the Purchaser.

ARTICLE XV – AFTER POSSESSION - HOUSE RULES -USER

- 15.1 Upon full payment of all the amounts to be paid under this Agreement, the Purchaser shall be put in possession of the said Unit/Apartment followed by execution and registration of the Deed of Conveyance subject to the terms and conditions of this Agreement.
- 15.2 As from the Date of Possession of the said Unit as provided herein, the Purchaser agrees and covenants -
- i. To co-operate with the other co-purchasers/other Apartment owners of the building and the Seller in the management and maintenance of the said New Building.

- ii. To observe the rules framed from time to time by the Seller and upon the formation of the Holding Organisation by such Holding Organisation and Facility Maintenance Company.
- iii. To use the said Unit for lawful purposes and for no illegal and/or immoral purposes.
- iv. To notify Seller / Association (upon formation) of the tenant's / transferee's address and telephone number, if the purchaser lets out or sells the Said Unit immediately.
- v. To allow the Seller/ Association (upon formation) with or without workmen to enter into the said Unit for the purpose of maintenance and repairs but only with 48 (forty eight) hours prior notice in writing to the Purchaser EXCEPTING in the case of emergency. In the event of any emergency, the workmen of the Seller/Association would be allowed to enter to rectify the defects.
- vi. To pay and bear the common expenses and other outgoings and expenses and maintenance charges since the date of possession and also the rates and taxes for the said Unit and proportionately for the new building and/or common parts/areas and wholly for the said Unit and/or to make deposits on account thereof in the manner mentioned hereunder to the Seller and upon the formation of the Holding Association to such Holding Organisation. Such amount shall be deemed to be due and payable on and from the Date of Possession as provided herein- whether physical possession of the said Unit has been taken or not by the Purchaser. The said amounts shall be paid by the Purchaser without raising any objection thereto regularly and punctually within 72 (seventy two) hours to the Seller and upon formation of the Holding Organisation to such Holding Organisation and/or Facility Maintenance Company.

- vii. To deposit the amounts reasonably required with the Seller and upon the formation of the Holding Organisation with such Holding Organisation and/or Facility Maintenance Company towards the liability for rates and taxes and other outgoings.
- viii. To pay charges for electricity in or relation to the said Unit wholly and proportionately relating to the common parts/areas of the Service Apartment Building.
- ix. Not to do anything or prevent the Seller from making further or additional legal constructions or renovation works within 6 A.M. to 8 P.M. within any working day notwithstanding any temporary disruption in the Purchaser's enjoyment of the said Unit.
- x. To maintain or remain responsible for the structural stability of the said Unit and not to do anything which has the effect of affecting the structural stability of the building.
- xi. Not to do or cause anything to be done in or around the said Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Unit or adjacent to the said Unit or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use and facilities of the said Apartment Building.
- xii. Not to damage demolish or cause to be damaged or demolished the said Unit or any part thereof or the fittings and fixtures affixed thereto.
- xiii. Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Unit or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- xiv. Not to make in the said Unit any structural additional and/or alterations such as beams columns partition walls etc or improvements of a

permanent nature inside the Unit except with the prior approval in writing of the Seller/Association and with the prior sanction of the authorities concerned as and when required.

- xv. Not to use the said Unit or permit the same to be used for any illegal and/or immoral purposes.
- xvi. Similarly shall not keep in the parking place anything other than private motor car or motor cycle and shall not raise or put up any kutchra or pucca constructions gridded wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be permitted.
- xvii. Not to park car on the pathway or open spaces of the building at any other place except the space allotted to the Purchaser and shall use the pathways as would be decided by the Seller.
- xviii. To abide by such building rules and regulations as may be made applicable by the Seller before the formation of the Holding Organisation and after the Holding Organisation is incorporated to comply with and/or adhere to the building rules and regulations made applicable by such Holding Organisation time to time.

HOUSE RULES:

- (1) The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Unit in the Building.
- (2) Children shall not play in the staircase or elevators of the Apartment Building.
- (3) No Purchaser/Occupier shall make or permit any disturbing noises or nuisances in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of the other Apartment Owners/occupiers of the building.

- (4) Each Owner shall keep such Apartment in a good state of preservation and cleanliness and shall not throw or permit to be thrown therefrom or from the doors, windows, terraces, balconies or any part thereof any dirt or rubbish or other substances.
- (5) No article shall be allowed to be placed in the pathways, open spaces, staircase landings or shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Seller/Association.
- (6) No shades awnings, window guards, ventilators or air conditioning devices shall be used in or about the Building excepting such as shall have been approved by the Seller.
- (7) No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Seller/Association nor shall anything be projected out of any window of the Building without similar approval.
- (8) Water-closets and other water apparatus in the Building shall be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of water-closets or apparatus shall be paid for by the Unit-owner in whose apartment it shall have been caused.
- (9) No bird or animal shall be kept or harboured in the common areas of the Building. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Building unless accompanied by the Purchaser or any family member.
- (10) No radio or television aerial shall be attached to or hung from the exterior of the building.

- (11) Garbage and refuse from the apartments shall be deposited in such place only in the Building and at such time and in such manner as the superintendent of the Building may direct.
- (12) No activity shall be carried out whereby the purposes of the Residential Apartments and its facilities thereto and/or Hotel Area and Service Apartment Building are disturbed and prejudiced.
- (13) No activity shall be carried out whereby right of the Seller in respect of the Total Project Area is prejudiced.
- (14) These House Rules may be added to, amended or modified or repealed at any time by the Seller and after formation by the Society/ Holding Organisation/Association and such modifications or amendment or introduction of new House Rules will be binding on and adhered to by the Purchaser along with other Apartment Owners/occupiers.

ARTICLE XVI – CORPUS/ SINKING FUND

- 16.1 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.

- 16.2 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.

ARTICLE XVII- MAINTENANCE OF THE COMMON PARTS –

PAYMENT OF MAINTENANCE CHARGES

- 17.1 For a period of 3 (three) years from the date of receipt of the Completion Certificate to be issued by the concerned authority, the Seller will provide services to the Purchaser out of the deposits, as detailed out in the **NINTH SCHEDULE** hereunder written and after expiry thereof, the Purchaser shall be liable to pay and contribute the proportionate share on account of the Maintenance Charges as detailed out in the **NINTH SCHEDULE** hereunder written to the Seller or the Holding Organisation upon formation.

- 17.1.1 The amount on account Maintenance Charges as detailed out in the **NINTH SCHEDULE** hereunder written is based on costs as on this date which will be increased and the Seller or Maintenance In-Charge retains its right to increase the same from time to time subject to providing details of the account for the same to the Residential Apartment Owner.

- 17.1.2 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.

17.2 **APPOINTMENT OF FACILITY MANAGEMENT COMPANY**

17.2.1 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.

17.2.2 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.

17.2.3 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.

ARTICLE XVIII– FORMATION OF THE HOLDING ORGANISATION

- 18.1 After completion of the said Building and/or Housing Project, the Seller shall form or caused to be formed a Non-Profit company/Private Limited Company/ Limited Liability Partnership Firm/Body Corporate (hereinafter referred to as the “HOLDING ORGANISATION”) for taking control of the Common Parts and portions of the said new building and to remain liable for rendition of common services.
- 18.2 The said Holding Organisation shall be entitled to frame the rules and regulations and upon such rules and regulations being framed the same shall form an integral part of this Agreement and the Purchaser agrees to abide and comply with such Rules and Regulations.
- 18.3 The Purchaser shall become a member of such Holding Organisation and shall sign an execute all deeds documents affidavits declarations and papers as may be necessary and/or required for the purpose of formation of the said Holding organization and in any event the Seller as the Constituted Attorney of the Purchaser shall be entitled to and is hereby authorized to sign and execute all deeds documents affidavits declarations and papers as may be necessary and/or required and the same shall be binding on the Purchaser.
- 18.4 Until such time such Holding Organisation is incorporated and/or formed the Purchaser shall remain liable to make payment of the CAM Charges to the Seller or any one of them or to any person who may be authorized by them and in the event of the Seller deciding to entrust the maintenance of the common parts and portions and rendition of common services to any Facility Management Company (hereinafter referred to as the FMC) the Seller shall be entitled to do so and the Purchaser shall be liable and agrees to make payment of the CAM charges payable by him/her to such FMC.

18.5 If at any time the Seller shall decide and in this regard the decision of the Seller shall be binding on the Purchaser, the Seller may at its own sole discretion entrust the maintenance of the common parts and portions and rendition of common services to an Adhoc Committee of Unit Owners (hereinafter referred to as the ADHOC COMMITTEE) and such Adhoc Committee shall comprise of five of the Unit owners who may be nominated by the Seller and the Purchaser shall be bound by the same.

18.6 The Purchaser shall regularly and punctually make payment of the CAM Charges to the Seller/Association/FMC/Ad-hoc Committee, without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default thereof, the Purchaser shall be liable to pay interest at the rate of 18% per annum on the amounts lying in arrears and if such default shall continue for a period of 60 (sixty) days then and in that event the Purchaser shall not be entitled to avail of any of the said facilities and/or utilities and the Seller and/or Holding Organisation and/or FMC and/or Adhoc Committee as the case may be shall be entitled to and the Purchaser hereby consents:

- i) to discontinue the supply of electricity to the Purchaser's Unit;
- ii) to disrupt the supply of water;
- iii) to withdraw the lift facilities to the Purchaser and/or to the family members, employees, servants and agents;
- iv) To discontinue the facility of DG Power back-up and/or any other facilities agreed to be granted under this Agreement.

And such facilities shall not be restored until such time the Purchaser has made payment of all the amounts lying in arrears together with interest accrued at the aforesaid rate including all costs charges and expenses incurred till then by the Seller for realization of the amounts lying in arrears.

- 18.7 The Purchaser acknowledges timely payment of the Common Expenses is a must and in the event of any default on the part of the Purchaser, any of the other Unit owners and/or persons entitled to benefit of such services shall be entitled to enforce the same against the Purchaser.
- 18.8 Regularly and punctually make payment of the maintenance charges payable in respect of the said Unit to the Seller and upon appointment of the Facility Management Company (hereinafter referred to as the FMC) to such FMC is a must. In this regard the Seller and until appointment of the said FMC/formation of the Adhoc Committee as provided herein, the Seller will estimate every year the amount required for providing the services (including insurance) during the year (Maintenance Charges Estimates) and such Maintenance Charges Estimates may be revised during the year and the Purchaser shall have to make payment of such estimated amount on monthly basis in respect of his/her/its share on the amount so estimated (hereinafter referred to as the **“SERVICE CHARGE PERCENTAGE”**).

At the close of the year, if the amount so paid by the Purchaser is less than the Estimated Costs of the whole year then the balance amount will be carried forward and will be adjusted against the Service Charge Percentage payable by the Purchaser for the following/succeeding year and in the event of the same being more than the amount paid by the Purchaser, the Purchaser shall forthwith make payment of the same to the Seller/FMC and/or Adhoc Committee/Holding Organisation as the case may be.

- 18.9 The Seller and/or Holding Organisation and/or FMC and/or Adhoc Committee as Maintenance-in-Charge of the Building reserves its right to make alter or amend Building Management Agreement for common purposes and rules and regulations

for the purposes of the Service Charge Percentage and the Purchaser shall be bound by the same in all respect.

18.10 The Purchaser shall regularly and punctually pay to the Maintenance In-Charge with effect from the Date of Possession of the Said Unit the amounts expenses and outgoings as are mentioned and contained in the Building Management Agreement and the terms pertaining to defaults in payments or deposits of the amount under this Agreement by the Purchaser and pertaining to Purchaser's right of user and enjoyment of the said Unit and the Common Areas and Installations upon formation of the Holding Organization and its taking over charge relating to common purposes and other provisions relating to Common Areas and Installations shall be the same as are contained in this Agreement and the Building Management Agreement all of which shall apply mutatis mutandis and the same are not being repeated herein and the Purchaser shall be bound to observe fulfill and comply with the same and shall also be liable for consequences for non-compliance or non-fulfillment in the same manner as therein contained.

ARTICLE XIX– MISCELLANEOUS

19.1 Until the Deed of Conveyance is executed in favour of the Purchaser or his/her/its nominee, the Purchaser shall not be entitled to mortgage or encumber or assign or alienate or dispose of or deal or create any third party interest in any manner whatsoever in respect of and with the said Unit or any portion thereof and/or any right or benefit of the Purchaser in the said Unit and/or the Facilities thereto as agreed under this Agreement (“**Alienation**”) unless all the following conditions are complied with:-

a) Completion of a lock in period of 2 (two) year from the date of Booking of the

said Unit /apartment in favour of the Purchaser.

- b) There is no default whatsoever by the Purchaser in compliance with and/or performance of any of the Purchaser's covenants, undertakings and obligations under this Agreement or otherwise.
- c) The Purchaser has made full payment of the Agreed Consideration, the Additional Payments and Deposits and other amounts/charges/taxes/levy due or payable under this Agreement till the time of such Alienation including interest and penalties, if any.
- d) The purchaser understands accepts and agrees that he shall not have any right to transfer/assign this allotment/ Agreement in favour of any other person within a period of 2 (two) years from date of Booking.
- e) Notwithstanding this restriction, the Seller Company may at its sole discretion permit such assignment/transfer of this Agreement in favour of a nominee on a case to case basis provided that the Seller Company has received its all due payment of the Sale Consideration and other amounts to be paid and cleared under this Agreement till such time and subject always to payment of the administrative and/or transfer charges (3% of Sale Consideration) in accordance with the Seller Company's policy from time to time as well as the execution of appropriate collateral documentation by the Purchaser. (hereinafter referred to as "**the Transfer Charges**"). Any change in the name registered as 'Applicant' (including, addition/deletion/substitution) will be deemed as assignment/transfer for this purpose except his /her spouse/children/parents.

19.2 NO RENDITION OF SERVICES - It is hereby expressly agreed and declared that the dominant of the parties hereto is to sell and transfer the said Unit to the Purchaser in accordance with the terms and conditions of this Agreement and it is not the intention for this Agreement, be construed to mean in the self rendering any

services.

- 20 **Defect Liability** – It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be duty of the Promoter to rectify such defects without further charges, within 30 (thirty) days, and in the event of Promoter’s failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.
- 21 **Compliance with respect to the Apartment** – Subject to para 12 above, the Allottee shall after taking possession, be solely responsible to maintain the [Apartment/Plot] 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 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.
- 22 **Compliance of Laws, Notifications etc. by Parties** – The Parties are entering into this Agreement for the allotment of a [Apartment/ Plot] with the full knowledge of all laws, rules, regulations, notifications applicable to the project.
- 23 **Additional Construction** – The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, sanction plan, layout plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

24 **Promoter shall not mortgage or create a charge** – After the Promoter executes this agreement he shall not mortgage or create a charge on the [Apartment/ Plot/ 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 who has taken or agreed to take such [Apartment/ Plot/ Building].

24.2

24.3 **MORTGAGE – CHARGE** - The Purchaser shall not be entitled to transfer, let out, mortgage, grant lease or create any third party interest whatsoever in respect of the said Unit without the consent in writing of the Seller till such time the Purchaser has fulfilled all the obligations and the possession of the said Unit has been obtained by the Purchaser.

24.4 **NAME OF THE APARTMENT BUILDING** - The said Residential Apartment Building at the said Project Land shall be known by the name of “**ONE RAJARHAT**” and the said name shall not be changed under any circumstances.

24.5 **PAYMENT OF TAXES AND OTHER STATUTORY OUTGOINGS** - The Purchaser shall be liable and agrees to make payment of the amounts payable on account of the Sales Tax, VAT, Works Contract Tax, Service Tax/GST or any other statutory tax or duty or levy for the time being and/or to be imposed by the concerned authorities in future and the escalation thereof, without raising any objection whatsoever or howsoever. Further Purchaser shall be liable to pay all such tax, duty, levy or other liability and hereby indemnifies and agrees to keep Sellers indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The taxes, duties levies or other liabilities so imposed or estimated by the Sellers’ consultant shall be paid by the Purchaser at or before the Date Of Possession.

24.6 **GOOD FAITH** – Each of the parties hereto undertakes to the other to do all things reasonably within its power which are necessary or desirable to give effect to

the spirit and intent of this Agreement and the Articles and to act reasonably and in good faith towards each other in the exercise of their rights and in the discharge of their obligations hereunder.

24.7 BINDING EFFECT – This Agreement shall be binding on the parties hereto and their respective successors, assigns, men and agents.

24.8 AMENDMENTS – No amendments, supplement, modifications or clarifications or variation to this Agreement shall be valid or effective unless it is in writing, is dated, expressly refers to this Agreement, and is signed by a duly authorized representative of parties. through mutual consultation and shall be effective from the date as agreed.

24.9 WAIVER – Waiver of any provisions or of right under this Agreement must be in writing signed by the party entitled to the benefit of that provision or right and is effective only to the extent set out in any written waiver. Subject to the provisions of this Agreement, any delay, breach, negligence, misconduct, error or omission by any party with respect to enforcement of required performance by the other party under this Agreement shall not be construed to be a waiver by the party of any breach or default of the same or other required performance on the part of the other party under this Agreement.

24.10 COUNTERPARTS - This Agreement is being signed in duplicate and original will be handed over to the Purchaser after registration of it with the concerned registration office. The Purchaser has assumed the obligations to cause this Agreement to be stamped and registered at his/her/its own cost and the Seller will remain present for the purpose of presenting this Agreement for registration in the event of the Purchaser requiring the same to be registered and the stamp duty, registration charges and other expenses incidental thereto and legal fees shall be paid borne and discharged by the Purchaser.

24.11 CONFIDENTIALITY: The Parties agree to maintain confidentiality of this Agreement and not to disclose the existence or contents of this Agreement to any

third party without the prior written consent of the other Party except: (i) to its advisors, attorneys or auditors who have a need to know such information and who are under suitable confidentiality obligations, (ii) as required by law or court order, (iii) as required in connection with the reorganization of a Party, or its merger into any other corporation, or the sale by a Party of all or substantially all of its properties or assets, or (iv) as may be required in connection with discharging the duties and obligations under this Agreement or (v) for obtaining the financial assistance from banks and other financial institutions by the Seller for the Total Project and by the Purchaser for the said Unit.

24.12 **BORROWING** - For the purpose of acquiring the said Unit in the aforesaid Building the Purchaser will be entitled to apply for and obtain financial assistance from banks and other financial institutions but in no event the Seller will be liable or assume any liability for such loans and granting of any loan will always be subject to the terms and conditions herein contained and Purchaser performing and observing the terms and conditions of this Agreement and on the part of the Purchaser to be performed and observed.

The Seller will be entitled to obtain loan and financial assistance from banks or financial institutions for erection, construction and completion of the Project by mortgage or creating charge of the entire Property, and being responsible for the same and without causing any prejudice to the right and benefits of the Purchaser in respect of the said Unit.

24.13 **RELATIONSHIP** – This Agreement does not create a relation of employment, agency or partnership between the parties. The Seller and the Purchaser have entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed to constitute a partnership between the Seller and the Purchaser or to be construed as a joint venture or joint ventures between the Purchaser and the Seller nor shall the Seller and the Purchaser constitute an association of persons. Such party shall keep the other party duly indemnified from

and against the same.

24.14 ENTIRE UNDERSTANDING - This Agreement contains the entire Agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Agreement be terminated or waived except by written consent by both the parties. The Purchaser acknowledges upon signing this agreement, conditions, stipulation, representations guarantees or warranties have been made by the Seller other than what is specifically set forth herein. In the event of any of the clauses becoming void and/or unenforceable then and in that event the other clauses such survive to the fullest extent.

24.15 If any provision of this Agreement or the Article or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any law or government policy, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement and the Articles shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the invalid and unenforceable provision.

24.16 SUPERCESSION - This Agreement supersedes all other agreements arrangements, understanding or brochure and in no event the Purchaser shall be entitled to set up any oral Agreement.

25 **Place of Execution** – The execution of this agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter’s Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in _____ after the Agreement is duly executed by the allottee and the Promoter or simultaneously with the execution the said Agreement

shall be registered at the office of the Sub – Registrar at (specify the address of the Sub – Registrar). Hence this Agreement shall be deemed to have been executed at

ARTICLE XX– NOTICE

20.1 Any notice or other communication required or permitted to be given by any party to the other party under this Agreement shall be given in writing and shall be delivered by hand or by E.mail or Fax or Speed Post with A/d. addressed to each party at its respective address recorded hereinabove.

20.2 All notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 7th day of the date the same has been delivered for despatch to the postal authority by registered post with acknowledgement due at the last known address of the parties hereto.

ARTICLE XXI – ARBITRATION

21.1 Any dispute, difference or controversy of whatever nature, howsoever arising under, out of or in relation to or in connection with this Agreement including terms of this Agreement shall be notified in writing by either Party to the other (the “Dispute”) in the first instance shall be attempted to be resolved amicably through discussion. Such discussion for amicable solution of any dispute will be held in a meeting between the Seller and the Purchaser at the office of the Seller Company in Kolkata.

21.2 However, in the event of any such disputes and/or differences being incapable of being resolved amicably the parties acknowledge that the appropriate forum for effective redressal of such disputes will be to refer all such disputes and differences to Arbitration.

- 21.3 In the event of there being any disputes and/or differences being incapable of being resolved amicably then and in that event the parties shall refer such disputes and differences to the sole arbitration of a person in whom both parties have full trust and confidence; **FAILING WHEREOF** the Seller shall be entitled to nominate and appoint one Arbitrator and the Purchaser shall be entitled to nominate and appoint one Arbitrator and both the said two Arbitrators shall appoint the Third and/or Presiding Arbitrator (hereinafter referred to as the “**ARBITRATORS**”) and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act 1996 or any other modification or enactment thereto for the time being in force.
- 21.4 Arbitration will be conducted at Kolkata only.
- 21.5 The Arbitrators shall have summary powers
- 21.6 The Arbitrators shall be entitled to lay down his own procedure;
- 21.7 The parties hereto agree and covenant with each other that to abide by all awards and/or directions and not to challenge the same in any manner whatsoever or howsoever.
- 21.8 The work, performance, obligations and/or any other matters incidental and ancillary to this Agreement shall not be stopped, prevented, obstructed or delayed in any manner or for any reason whatsoever, during amicable resolution of any dispute as mentioned in Clause 21.1 hereinabove, except if the Agreement is terminated in terms hereof.

ARTICLE XXII – JURISDICTION AND GOVERNING LAW

- 22.1 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.

22.2 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.

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 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 (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 Unit Area :	Rs _____/- per sq.ft.	
PLC and Floor escalation	Rs.----- - /- per sq. ft.	
Exclusive Parking Rights Covered/Open	Rs _____/	
Legal Fees	Rs.-----/-	
Club Membership Fees 1BHK/2BHK 3BHK/4BHK	Rs.-----/- 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.144 PER sq. ft /--on account of the maintenance charges for three years.
- ii) iii Rs. 50 /- 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

SPECIFICATIONS

STRUCTURE

- 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

- XI) Modular switches of superior brands
- XII) ISI approved brand of concealed wiring for electricity, telephone and television
- XIII) Overhead illumination for compound and street lighting inside the complex
- XIV) 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

- xv) Automatic high speed elevators of superior make
- xvi) Intercom Facility and Infrastructure for DTH service
- xvii) In House sewerage treatment plant for entire complex
- xviii) State of the art fire fighting arrangement and extinguishers as required by law
- xix) 24 hours treated water supply
- xx) Intercom facility for entire complex including club and FMS
- xxi) Facility Management System
- xxii) 3 tier security
- xxiii) CCTV at main gate and ground floor lobbies
- xxiv) Fully Air Conditioned ground floor Lobby
- xxv) Landscaped gardens
- xxvi) Fire alarm and suppression system
- xxvii) Well built and well lit internal roads

CLUB FACILITIES

- xxviii) Banquet Hall cum Badminton Court
- xxix) Infinity Swimming Pool
- xxx) Table tennis Room
- xxxi) State of the art Multi gym
- xxxii) Massage / Spa room
- xxxiii) Steam and Sauna room (Separate for ladies and gents)
- xxxiv) Pool and snooker table
- xxxv) Children Play area
- xxxvi) Library
- xxxvii) 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:**