

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

BETWEEN

ANIK INDUSTRIES LIMITED (CIN no L24118MH1976PLC136836)
(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 (Aadhaar No. 786884063818) (Pan No AHCP54587R),
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

for Anik Industries Ltd.


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been duly authorized in pursuance of a Resolution of the Board of Directors hereinafter referred to as the "SELLER/PROMOTER" (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

[If the Allottee is a company]

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

[OR]

[If the Allottee is a Partnership]

....., a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at....., (PAN.....), represented by its authorised partner.....(Aadhaar no.....) duly authorised *vide* hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is an Individual]

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

For Anik Industries Ltd.

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

[OR]

[If the Allottee is a HUF]

Mr.....(Aadhaar no.....) son ofaged aboutfor self as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business/ residence at.....(PAN.....),hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF ,and their respective heirs, executors, administrators and permitted assigns).

(hereinafter collectively referred to as the "PURCHASER/ALLOTTEE", 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;

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

Definitions- For the purpose of this Agreement for Sale, unless the context otherwise requires,-

- a. "Act" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- b. "Rules" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- c. "Regulations" means the Regulations made under the West Bengal Housing Industry Regulation Act,2017;

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d. "section" means the section of the Act.

WHEREAS:

- A. The Promoter/Seller is the absolute and lawful owner of piece and parcel of land 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 ("Said Land") measuring about 15459.55 sq. meters (equivalent to 3.82 acres) more or less *vide* Sale deed(s) dated 6th June, 2012 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, registered document no. 06964 for the year 2012, at the office of the Sub-Registrar ADSR Bidhannagar;
- B. The said Land is earmarked for the purpose of development of Hotel and other mixed use as permissible under NKDA Rules 2009. The Promoter conceived the plan and 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 **THIRD SCHEDULE** of this Agreement. Two building to comprise of various **SERVICE APARTMENTS** and car parking spaces

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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");

- C. The Promoter is fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Promoter regarding the said Land on which Project is to be constructed have been completed;
- D. The New Town Kolkata Development Authority has granted the commencement certificate to develop the project vide approval dated 18-01-2017 bearing registration no. R0300111120170104;
- E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be from New Town Kolkata Development Authority. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____;
- G. The Allottee had applied for an apartment in the Project vide application No. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, type on floor in [tower/block/building]no. _____ ("Building") along with garage/covered parking no. _____ admeasuring _square feet in the _____. [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas) as defined under clause (m) of section 2 of the Act (hereinafter referred to as the "Apartment" more

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particularly described in **Schedule IV** and the floor plan of the apartment is annexed hereto and marked as **Annexure A**);

- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein:
- I. The Promoter caused a map or plan which has been sanctioned by New Town Kolkata 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 and the said project shall be known as ("**ONE RAJARHAT Project**");
- J. 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 or less) inclusive of proportionate non FAR areas such as basements, parking, utility area, etc being the partial and incomplete construction together

with the undivided proportionate share or interest in land measuring about 3097 sq. meters forming part of the said Total Project Land (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.

- K. 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.
- L. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- M. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

For Anik Industries Ltd

N. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and Allottee hereby agrees to purchase the [Apartment/Plot] and their garage/covered parking(if applicable) as specified in para G

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

1. TERMS:

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

1.2 The Total Price for the {Apartment/ Plot} based on the carpet area is Rs (Rupees only) ("Total Price")
(Give break up and description):

Block/ No.	Building/ Apartment No.	Tower	Rate of Apartment per square feet*
	Type		
	Floor		
	PLC		
	Development charges		
Taxes			
Total Price (in rupees)			

*Provide break up of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas,

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proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para II etc., if/as applicable

[AND] [if/as applicable]

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

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

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment;
- (ii) The total price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment/ plot to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee;

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(iii) The Promoter shall periodically intimate in writing to the Allottee/ Purchaser , the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the promoter shall provide to the allottee the details of taxes paid or demanded along with the acts/rules/notifications/together with dates from which such taxes/levies etc. have been imposed or become effective.

(iv) The Total Price [Apartment/ Plot] includes recovery of price of land, construction of [not only the apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, waterline and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para II etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/ Plot] and the Project.

1.3 The Total Price is escalation – free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/ or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in the development charges, cost/ charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by

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the Authority as per the Act, the same shall not be charged from the Allottee.

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule Sixth ("Payment Plan").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @--% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal., once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'Seventh' (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor charges or alterations as per the provisions of the Act.

- 1.7 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

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milestone of the Payment Plan as provided in Schedule Sixth. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this agreement.

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

- (i) The Allottee shall have exclusive ownership of the [Apartment];
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, Maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of the allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the [Apartment] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the common areas, maintenance charges as per para 11 etc. And includes cost for providing all other facilities, amenities and specifications to be provided within the [apartment/ Plot] and the Project;
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment/ plot, as the case may be.

1.9 . It is made clear by the Promoter and the Allottee agrees that the [Apartment] along with garage/ covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self – contained Project covering the said Land and is not a part of any other project or zone and

shall not form a part of and/ or linked/ combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee of the Project.

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

1.11 The Allottee has paid a sum of Rs _____ (Rupees only) as booking amount being part payment towards the Total Price of the [Apartment] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment] as prescribed in the Payment Plan [Schedule Sixth] as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject in the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on

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written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/ demand draft/ bankers cheque or online payment (as applicable) in favor of Anik Industries Limited payable at Kolkata.

3. COMPLIANCE OF LAWS RELATIKNG TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/ modification (s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall 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 of comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement. It shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of

any Allottee and such third party shall not have any right in the applicable/ allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

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

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the [Apartment] and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the New Town Kolkata Development Authority and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/ PLOT:

7.1 Schedule for possession of the said [Apartment] – The Promoter agrees and understands that timely delivery of possession of the

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[Apartment] to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the [Apartment] along with ready and complete common areas with all specifications, amenities and facilities of the project in place on 31.12.2020 unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

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

Subject to Force Majeure/Exceptions Clause as agreed under this Agreement and further subject to the Purchaser having complied with all its obligations under the terms and conditions of this Agreement, and the Purchaser not being in default under any part of this Agreement including but not limited to the timely payment of the Total Sale Consideration, Stamp Duty and other charges/fees/taxes/levies/amount to be paid under this Agreement and also subject to the Purchaser having complied with all Applicable Laws and formalities or



documentation as prescribed by the Seller Company, the Seller Company proposes to hand over the possession of the said Residential Apartment to the Applicant by 31st December , 2020 (“Completion date”).

7.2. Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate/Completion Certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favor of the allottee shall be carried out by the promoter within 3 months from the day of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment, as the case may be, to the allottee at the time of conveyance of the same.

7.3. Failure of Allottee to take Possession of Apartment – Upon receiving a written intimation from the Promoter as per 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this agreement and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in para 7.2 such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.4. Possession by the Allottee – After obtaining the occupancy certificate* and handing over physical possession of the Plot to the allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, including common areas, to the association of Allottee or the competent authority, as the case may be, as per the local laws;

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

7.5 Cancellation by Allottee – The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act:

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

7.6 Compensation – Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the project without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, 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 which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

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- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, building and Apartment and common areas
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing. Whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ agreement with any person or party with respect to the Land including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common area to the association of the allottees or the competent authority, as the case may be;

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- (x) The schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/ or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide ready to move in possession of the [Apartment] to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate , as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments to the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the rules within forty-five days of receiving the termination notice ;

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

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

- (i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond Six consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment] in favour of the Allottee and refund the money paid to him by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated;

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

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate* and the completion certificate, as the case may be, to the allottee:

[Provided that in absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of completion certificate. However, in case of the Allottee Fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorises the Promoter to withhold registration of conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees/purchasers upon the issuance of completion certificate of the project. The cost of such maintenance has been included in the Total Price of the Apartment.

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

12. DEFECT LIABILITY:

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It is agreed that in case structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

14. USAGE:

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

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1. Subject to para 12 above, the Allottee shall after taking possession, be solely responsible to maintain the Apartment as his/her own cost, in good repair and condition shall not do or suffer

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to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2. The allottee further undertakes, assures and guarantees that he/she would not put any sign-board/ name-plate , neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place in heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.

15.3. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by the association of allottees. The allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has

been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment] 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].

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

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the The West Bengal Apartment Ownership Act , 1972.

The Promoter showing compliance of various laws/regulations as applicable in said Act.

20. BINDING EFFECT:

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

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21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties. The Parties may amend the any terms and conditions as agreed mutually between the parties in their interest.

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to the enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made

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

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

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

27. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. PLACE OF EXECUTION:

This execution of this Agreement shall be completed only upon its execution by the Promoter through the authorised signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in consultation 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 Rajarhat at New Town Rajarhat. Hence this Agreement shall be deemed to have been executed at Kolkata.

29. NOTICES:

That all notices to be served n the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly

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served if sent to the Allottee or the Promoter by Registered Post at their respective address specified below:

Name of the Allottee :

Allottee Address :

Promoter Name : M/s. Anik Industries Ltd

Promoter Address : 54/10, D.C.Dey Road, Kolkata- 700 015

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

30. JOINT ALLOTTEES:

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

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

32. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and

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validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

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:

Drafted By :
Gaggar & Co. LLP
Advocates
6 Old Post Office Street,
Kolkata 700 001

For Anik Industries Ltd.


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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

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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

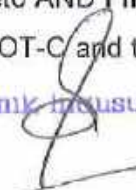
ALL THAT the piece and parcel of land containing by estimation an area of 1,06,394 sq.ft. (more or less) equivalent to 9884 .24 sq. mtr. forming part of the said Total Project Land (described in the FIRST SCHEDULE above) for the purposes of putting up the SERVICE APARTMENT BUILDING and the RESIDENTIAL BUILDING together with Club Area and the facilities .

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

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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

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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	Rs.-----/-	
3BHK/4BHK	Rs.-----/-	
Total		

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PAYMENT SCHEDULE

Construction Stage	% Payment	Amount
On Booking	10% of Total consideration	
On Agreement	10% of Total consideration	
First Slab Casting	10% of Total Consideration	
Sixth Slab Casting	10% of Total Consideration	
Twelfth Slab Casting	10% of Total Consideration	
Seventeenth Slab Casting	10% of Total Consideration	
Final Slab Casting	10% of total Consideration	
Brick work Plaster Completion	10% of Total consideration	
Flooring	10% of Total consideration	
Possession	10 % of Total Consideration	

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

SPECIFICATIONS STRUCTURE

- RCC frame structure on pile foundation

WALLS

- Conventional brickwork with Cement Plastering

WALL FINISH

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

CEILING

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- Putty Finish/Plaster of Paris

FLOORING

- Italian Marble Flooring in Living/Dining only in C-1 block, Vitrified tiles in C-2 & C-3 blocks
- 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


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 P. ANIL KUMAR LIA

WINDOWS

- Anodized aluminum windows

ELECTRICAL

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

AMENITIES

- v) Automatic high speed elevators of superior make
- vi) Intercom Facility and Infrastructure for DTH service
- vii) In House sewerage treatment plant for entire complex
- viii) State of the art fire fighting arrangement and extinguishers as required by law
- ix) 24 hours treated water supply
- x) Intercom facility for entire complex including club and FMS
- xi) Facility Management System
- xii) 3 tier security
- xiii) CCTV at main gate and ground floor lobbies
- xiv) Fully Air Conditioned ground floor Lobby
- xv) Landscaped gardens
- xvi) Fire alarm and suppression system
- xvii) Well built and well lit internal roads

CLUB FACILITIES

- xviii) Banquet Hall cum Badminton Court
- xix) Infinity Swimming Pool
- xx) Table tennis Room

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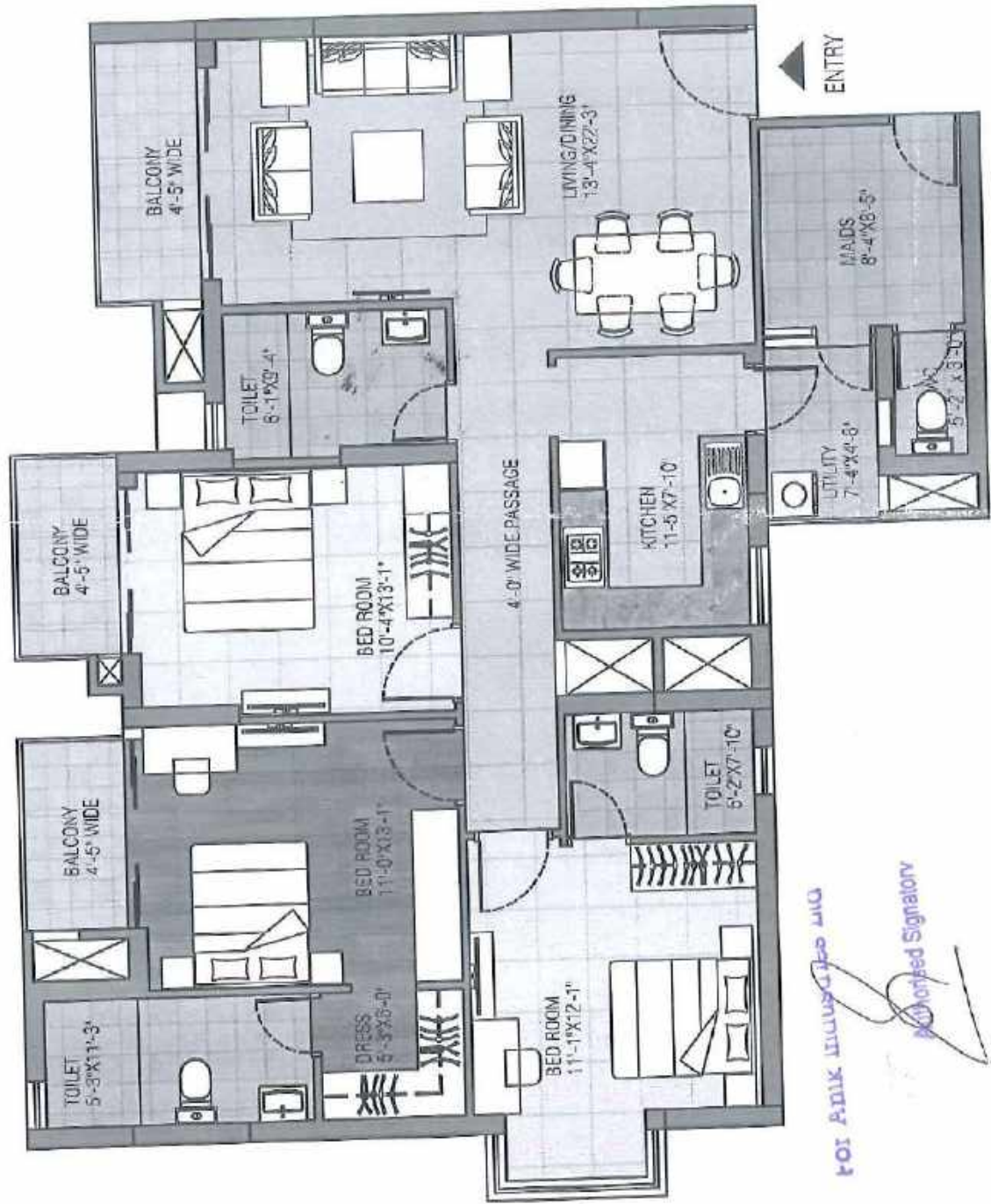
- xxi) State of the art Multi gym
- xxii) Massage / Spa room
- xxiii) Steam and Sauna room (Separate for ladies and gents)
- xxiv) Pool and snooker table
- xxv) Children Play area
- xxvi) Library
- xxvii) Jogging and Walking track

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ANNEXTURE - A

3 BED UNIT (TYPICAL)
C1BLOCK
CARPET AREA-1196 SQ.FT
BUA-1513 SQFT.



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[Signature]
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