

This Agreement for Sale ("**Agreement**") executed on this day ____ of ____, 2018

BY AND BETWEEN

M/s. Shew Projects LLP, a limited liability partnership firm incorporated under the Limited Liability Partnership Act, 2008, (having **LLPIN: AAA - 0680**, and **PAN: ABSFS2450H**) having its registered office at 52A, Shakespeare Sarani, Unit No. 405, Chandan Niketan Building, Kolkata-700 017, which is part of Zion Realty Group, represented by its authorized partner Mr. Asish Karnani (**Aadhaar No. 3277 6128 8383** and **PAN: AKMPK9033D**), son of Gajendra Kumar Karnani, authorized *vide* [·], residing at 9/1, Lower Rawdon Street, Block – A, 3RD Floor, Kolkata – 700020, hereinafter referred to as "**Developer**" (which expression shall, wherever the context permits, include its successors in interests and assigns

including those of the respective partners) of the **FIRST PART**

AND

(1) **Nabhoj Mercantile Private Limited**, having CIN [U52190WB2011PTC158002] and PAN AADCN8419Q, (2) **Collate Conclave Private Limited**, having CIN [U45400WB2012PTC179451] and PAN AA ECC9696D, (3) **Vetali Vintrade Private Limited**, having CIN [U51909WB2012PTC179778] and PAN AA ECV1672J, (4) **Naidhura Vyapaar Private Limited**, having CIN [U51909WB2012PTC180133] and PAN AA ECN1097R, (5) **Angarik Conclave Private Limited**, having CIN [U45400WB2012PTC179380] and PAN AA KCA9033G, and (6) **Ashtek Dealcom Private Limited**, having CIN [U52190WB2012PTC179328] and PAN AA KCA9032H, all companies incorporated under the provisions of the Companies Act, 1956 having its registered offices at 52A, Shakespeare Sarani, Kolkata-700017, all represented by their Director Mr. Ranajit Seth, son of Mr Jhantu Seth having PAN No. DERPS0920F Authorised vide board resolution dated [-] hereinafter collectively referred to as the "**Owners**", (which expression shall unless repugnant to the subject or context thereof be deemed to include their successors and permitted assigns) of the **SECOND PART**;

Mr. Kalyan Chakravarthy Vutukuri (having **PAN: APIPV2433F**) , son of Adinarayana Setty Vutukuri, residing at 11212 N Granite St., Dunlap, Illinois, USA, PIN-61525, hereinafter referred to as the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

The Developer, Owners and the Purchaser shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**". The Developer and the Owners are collectively referred to as "**Transferors**")

WHEREAS

A. Nabhoj Mercantile Private Limited had purchased pieces and parcels of land admeasuring 10.2681 decimals comprised in Mouza- Chakpanchuria, within the jurisdiction of Patharghata Gram Panchayat and Police Station Rajarhat, District North 24 Parganas from various individuals by way of three separate deeds of conveyance having the following details:

Sl No.	Date	Registration Details	Purchased Area	Land Details

			(in decimals)	
1	August 14, 2014	Office of the A.D.S.R, Rajarhat, registered in Book No. I, CD Volume No. 15, Pages 3795 to 3814, Deed No. 9453 of 2014	6.0008	L.R. Dag No. 809(P), L.R. Khatian Nos. 1081, 1461 and 116
2	January 18, 2016	Office of the A.D.S.R, Rajarhat, registered in Book No. I, CD Volume No. 1523, Pages 24643 to 24677, Deed No. 152300468 of 2016	3.2673	L.R. Dag Nos. 806(P) and 807(P), L.R. Khatian Nos. 1369/1 and 767
3	January 18, 2016	Office of the A.D.S.R, Rajarhat, registered in Book No. I, CD Volume No. 1523, Pages 24494 to 24524, Deed No. 152300442 of 2016	1	L.R. Dag No. 809(P) L.R. Khatian Nos. 1018 and 116
		Total	10.2681	

- B. Collate Conclave Private Limited, Vetali Vintrade Private Limited, Naidhura Vyapaar Private Limited, Angarik Conclave Private Limited and Ashtek Dealcom Private Limited collectively purchased pieces and parcels of land admeasuring 58.3822 decimals comprised in Mouza- Chakpanchuria, within the jurisdiction of Patharghata Gram Panchayat and Police Station Rajarhat, District North 24 Parganas from various individuals by way of two separate deeds of conveyance having following details:

Sl No.	Date	Registration Details	Purchased Area (in decimals)	Land Details
1	April 26, 2013	Office of the A.D.S.R, Rajarhat, registered in Book No. I, CD Volume No. 7, Pages 8130 to 8148, Deed No. 4802 of 2013	6.2222	L.R. Dag No. 811(P), L.R. Khatian Nos. 421 and 1921
2	June 4, 2013	Office of the A.D.S.R, Rajarhat, registered in Book No. I, CD	52.16	L.R. Dag Nos. 808(P) and 810(F), L.R. Khatian Nos.

		Volume No. 10, Pages 2375 to 2417, Deed No. 6774 of 2013		111, 1939, 2230, 2231, 2232, 2233, 2234 and 2235
		Total	58.3822	

- C. In the abovementioned manner, the Owners have become the legal and beneficial owners of the freehold undeveloped land admeasuring about 68.6503 decimals equivalent to around 42 Cottahs comprised in L.R. Dag Nos. 806 (P), 807 (P), 808 (P), 809 (P), 810 (F), 811 (P), Mouza- Chakpanchuria, within the jurisdiction of Patharghata Gram Panchayat, Police Station Rajarhat (now New Town), District North 24 Parganas, which is more fully described in the **Schedule A** hereunder written (hereinafter referred to as the "**Project Land**") and demarcated in colour **Red** in the Plan A annexed hereto;
- D. The Owners intended to develop the Project Land by setting up a serviced apartment project thereat and approached the Developer, for development of the said proposed project on the Project Land;
- E. Based on the representations and warranties of the Owners, believing the same to be true and correct, and acting on the basis thereof, the Developer has entered into a development agreement dated 6th August, 2017 and registered in the Office of Additional District Sub-Registrar Rajarhat having Deed No. I - 152310735 ("**Development Agreement**"), whereby the Owners have granted in favour of the Developer exclusive development rights in respect of the Project Land and has handed over to the Developer legal and physical peaceful possession and enjoyment of the Project Land;
- F. The Developer being desirous of constructing a building (as defined hereinafter) on the Project Land comprising of exclusively 120 (one hundred twenty) or thereabout self-contained units or thereabout (which are to be operated and managed as serviced apartments/hotel suites upon completion of the construction thereof), having total built up area of around 58061(fifty eight thousand sixty one) sq. ft. ("**Building**") together with 20 (twenty) car parking spaces on the ground floor of the Building and common areas, amenities and facilities as specified in **Schedule C** of this Agreement ("**Project**"), had applied for sanction of the building plans for the Project and has received sanction of the said building plans for the Project from North 24 Pgs Zilla Parishad and Rajarhat Panchayat Samity vide Sanction Plan No. 133/NZP dated 6th July, 2017 ("**Plans**");
- G. The Developer has commenced construction of the Building;
- H. The Developer has registered the Project with the Authority (as defined hereinbelow) on [●] under Registration No. [●] and has procured the relevant registration certificate ("**Registration Certificate**");

- I. The Purchaser approached the Developer and the Owners to purchase the Unit And Appurtenances (as defined hereinafter), comprised in the Building, on the terms and conditions agreed by and between the Parties;
- J. The Purchaser has also accepted, confirmed and acknowledged that upon completion of the construction of the Unit and on and from the Date of Possession (as defined hereinafter) thereof, the same shall be operated and managed by a professional entity as a serviced apartment/hotel suite and the Purchaser shall not be entitled to use the Unit for residential or any other purposes other than as a serviced apartment/hotel suite;
- K. The Purchaser has, prior to the Effective Date, examined the copy of the Registration Certificate and has caused the said Registration Certificate to be examined in detail by his advocates and architectural consultants. The Purchaser has also examined all the documents and information uploaded by the Developer on the website of the Authority (as defined hereinafter) as required under the provisions of the Act and the rules and regulations framed thereunder and has understood the documents and information in all respect;
- L. Relying on the aforesaid, the Developer and the Owners have agreed to sell the Unit And Appurtenances on the terms and conditions appearing hereinafter;
- M. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein; and
- N. 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.

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. DEFINITIONS AND INTERPRETATION

1.1 Definition

In this Agreement unless the context or meaning otherwise requires, the following words and expressions as used herein shall have the meanings assigned to them as under:

“Act” shall mean the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);

"Agreement" means this Agreement, including all the Schedules thereto and shall include all modifications, alterations, additions or deletions thereto made in writing upon mutual consent of the Parties subsequent to the Effective Date;

"Allotment Letter" shall mean the letter of allotment issued by the Developer in favour of the Purchaser bearing no. [●] dated [●] whereby the Unit And Appurtenances was allotted to the Purchaser;

"Applicable Law(s)" or shall mean any statute, law, regulation, ordinance, rule, judgement, order, decree, bye-law, approval from the concerned authority, government resolution or any other similar form of decision of, or determination by, or any interpretation or adjudication having the force of law of any of the foregoing, by any concerned authority having jurisdiction over the matter in question;

"Authority" shall mean the West Bengal Housing Industry Regulatory Authority constituted under the provisions of West Bengal Housing Industry Regulation Act, 2017;

"Building" shall have the meaning ascribed to it in Recital M;

"Built Up Area" shall, in relation to the Unit mean the net usable floor area of the Unit, including the thickness of the external walls with the walls common with common area shall be considered in full and walls common with other units shall be considered as half and shall include balconies or verandahs;

"Carpet Area" shall, in relation to the Unit, mean the net usable floor area of the Unit, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Unit;

"Chargeable Area" shall, in relation to the Unit, mean the Built Up Area of the said Unit together with the proportionate Share In the Common Portions;

"Completion Date" shall mean the date of completion of the Project as per registration with the Authority and as defined in Clause 6.4 herein below, and shall include any extension of registration granted to the said Project by the Authority, in accordance with the Act;

"Date of Possession" shall have the meaning ascribed to it in Clause 6.4 of this Agreement;

"Developer" shall mean M/s. Shew Projects LLP;

“Development Agreement” shall have the meaning ascribed to it in Recital E of this Agreement;

"Effective Date" shall mean the date of execution of this Agreement;

"Encumbrance” means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, non-disposal or other restrictive covenant or undertaking, option, right of pre-emption, easement, quasi-easement, attachment or process of court, burdensome covenant or condition and/or any other arrangement, privilege or priority of any kind having the effect of security or other obligation or restriction and shall include physical or legal obstructions or encroachments on the Project Land and/or structures constructed thereon till the Effective Date or other Third Party interest or claim which could affect the development and / or ownership of the Project Land and shall include any breach or non-performance of Owners' obligations by any means, including breach or non-performance under any approval or consent from any authority;

“Land Share” shall mean undivided, variable, impartible, proportionate share in the Project Land, as be attributable to the Unit. The Land Share is/shall be derived by taking into consideration the proportion which the Built Up Area of the Unit bears to the total built up area of the Building;

“Parking Space” shall mean approximately 20 number of covered/open/mechanical car parking spaces located in ground floor/open area of the Building/Project Land, for parking of motor car, and shall always be part of the Common Portions, as defined hereinbelow.

"Person" means any individual, company, corporation, partnership, limited liability partnership, joint venture, trust, unincorporated organisation, government or government authority or agency or any other legal entity that may be treated as a person under Applicable Law;

"Project" shall have the meaning ascribed to it in Recital F of this Agreement;

“Project Land” shall have the meaning ascribed to it in Recital C and **Schedule A** of this Agreement;

“Registration Certificate” shall have the meaning ascribed to it in Recital H of this Agreement;

“Rules” means the West Bengal Housing Industry Regulation Rules, 2018 made under Act;

"Schedule" shall mean a schedule to this Agreement;

“Schedule of Payment” shall mean the systematic payment schedule as set out in Part-II of **Schedule B** of this Agreement;

“Share In The Common Portions” shall mean undivided, variable, impartible, proportionate share in the common areas, amenities and facilities of the Building, the said common area, amenities and facilities being described in the **Schedule C** below (collectively **“Common Portions”**). The Share In The Common Portions shall be derived by taking into consideration the proportion which the built up area of the Unit bears to the total built up area of the Building.

"Third Party" shall mean and refer to a Person who is not a party to this Agreement;

“Transfer Deed” means the deed of conveyance to be executed between the Purchaser, Developer and Owners whereby the Developer and the Owners shall sell, transfer and convey the Unit And Appurtenances together in favour of the Purchaser;

“Unit” shall mean 223, on the [East] side of the Second floor, described in **Part-I** of the **Schedule B** below and demarcated in colour **Green** on **Plan B** attached, comprised in the Building constructed on the Project Land, described in the **Schedule A** below and demarcated in colour **Green** on **Plan B** attached; and

“Unit And Appurtenances” shall mean collectively the Unit, Land Share, and Share In The Common Portions.

1.2 Other Terms

Other terms may be defined elsewhere in the text of this Agreement and, unless otherwise indicated, shall have such meaning throughout this Agreement.

1.3 Interpretations

1.3.1 Unless there is something in the subject or context inconsistent therewith:

- (a) any reference to a statute (whether or not any specifically named herein) shall include any amendment or re-enactment thereof for the time being in force and shall include all instruments, orders, plans, regulations, bye laws, permissions and directions for the time being made issued or given thereunder or deriving validity therefrom;
- (b) unless the context otherwise requires or is stated, words in the singular include the plural and vice versa; words importing any

gender include all genders;

- (c) a reference to a clause or a Schedule is a reference to a clause or a Schedule, as the case may be of, or to, this Agreement;
- (d) the term 'or' shall not be exclusive and the terms "herein", 'hereof', "hereto" and "hereunder" and other terms of similar import shall refer to this Agreement as a whole and not merely to the specific provision where such terms may appear; and the terms "including" and "include" shall be construed without limitation;
- (e) the words "directly or indirectly" mean directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and "direct or indirect" shall have the correlative meanings.

1.3.2 The heading and bold typeface appearing in this Agreement are for reference only and shall not affect the construction thereof;

1.3.3 Reference to any agreement, contract, deed or document shall be construed as including any amendment, modification, alteration or variation to it, any novation of it, and/or any thing supplemental to it;

1.3.4 Each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;

1.3.5 Where there is any inconsistency between the definitions set out in this clause and the definitions set out in any clause or Schedule, then for the purpose of construing such clause or Schedule, the definitions set out in such clause or schedule shall prevail; and

1.3.6 Any Schedule or appendix to this Agreement shall take effect as if set out in this Agreement and references to this Agreement shall include its Schedules and appendices.

2. TERMS:

2.1 The Owners confirm, accept and assure the Purchaser that the Owners are the lawful owners of the Project Land free from all Encumbrances whatsoever and have marketable and saleable right, title and interest in the Project Land.

2.2 The Owners and the Developer jointly confirm, accept and assure that the Owners and the Developer have marketable and saleable right, title and interest in the Building, the plans, all the background papers recited in the

Recital of this Agreement hereto and the rights of the Owners and the Developer to enter into this Agreement and shall not raise any objection with regard thereto.

- 2.3 The Purchaser confirms, accepts and assures the Owners and the Developer that the Purchaser is acquainted with, fully aware of and is thoroughly satisfied about the right, title and interest of the Owners and the Developer in the Project Land and the Building respectively, the Plans, all the background papers recited in the Recital of this Agreement hereto and the rights of the Owners and the Developer to enter into this Agreement and shall not raise any objection with regard thereto.
- 2.4 The Owners and the Developer have agreed to sell the Unit And Appurtenances to the Purchaser, on the terms and conditions contained in this Agreement and such sale shall be effected by the Owners and the Developer conveying the Unit And Appurtenances, to the Purchaser.
- 2.5 The Purchaser confirms, accepts and assures the Owners and the Developer that the Purchaser has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually.
- 2.6 It is agreed that the Developer shall not make any addition and/ or alteration in the sanctioned plan, layout plan and the nature of amenities and facilities described herein at **Schedule C** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Project, without the previous written consent of the Purchaser as per the provisions of the Act.

Provided that the Developer may make such minor additions or alterations as per the provisions of the Act.

Further, the Developer will have the right, without any approval from the Purchaser or any other prospective Purchasers to make any alterations, additions, improvements and/ or repairs, ordinary or extraordinary in relation to the Unit and Appurtenances that has not been allotted or sold to anyone, without affecting the units that have already been allotted and any other part of the Project. The Purchaser shall have no right to raise objections in this regard.

- 2.7 Subject to Clause 11 below, the Developer agrees and acknowledges that the Purchaser shall have the following right to the Unit And Appurtenances as mentioned below:
- (i) The Purchaser shall have exclusive ownership of the Unit;
 - (ii) The Developer shall hand over the Common Areas, amenities and facilities to a maintenance company after duly obtaining the completion

certificate from the competent authority, if applicable, as provided in the Act;

- (iii) That the computation of the price of the Unit And Appurtenances includes recovery of price of land, construction of not only the Unit but also the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity in the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common area etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit And Appurtenances; and
- (iv) The Purchaser has the right to visit the site of the Project to assess the extent of development of the Project and his Unit.

2.8 It is agreed that the Project is an independent, self-contained Project covering a part of the Project Land and is not a part of any other project or zone and shall not form a part of and/ or linked or combined with any other project in its vicinity or otherwise, except for the purpose of integration of infrastructure for the benefit of the Purchaser.

2.9 The Purchaser has paid a sum of INR [●] (Indian Rupees [●] only) as booking amount being part payment towards the Agreed Consideration of the Unit at the time of application, the receipt of which the Developer hereby acknowledges and the Purchaser hereby agrees to pay the balance portion of the Agreed Consideration of the Unit as prescribed in the Schedule of Payment as may be demanded by the Developer within the time and in the manner specified therein. Provided that if the Purchaser delays in payment towards any amount which is payable as per the Schedule of Payment, consequences as is mentioned in Clause 11.5 shall follow.

2.10 The Purchaser confirms, accepts and assures the Owners and the Developer that notwithstanding anything contained in this Agreement, it is clearly understood by the Purchaser that the right, title and interest of the Purchaser is confined only to the Unit And Appurtenances and the Owners and/or the Developer are entitled to sell and/or dispose off all other portions of the Project Land and the Building to any third party at the sole discretion of the Owners and/or the Developer, to which the Purchaser under no circumstances shall be entitled to raise any objection and waive his/her/its right to do so.

2.11 The covenants of the Purchaser ("**Purchaser's Covenants**"), the covenants of the **Owners and the Developer** (collectively "**Transferors' Covenants**") as mentioned in the **Schedule D** below shall perpetually run with the land. The Parties agree, accept and confirm that the Purchaser's Covenants and Transferors' Covenants (collectively "**Covenants**") shall bind them and their successors-in-title or interest and this Agreement is based on the

undertaking that the Purchaser's Covenants and Transferors' Covenants shall be strictly performed by the Purchaser, the Owners and the Developer, respectively.

3. DEMISE

3.1 Subject to the terms and conditions as detailed in this Agreement, the Owners and the Developer (collectively "**Transferors**") agree to sell to the Purchaser and the Purchaser hereby agrees to purchase, the Unit And Appurtenances.

3.2 Simultaneously with the execution of this Agreement, Purchaser shall enter into an agreement with a professional entity nominated by the Developer whereby the Purchaser shall authorize such professional entity to manage and operate the Unit as a serviced apartment/hotel suite as per the terms and conditions specified therein.

4.

5. AGREED CONSIDERATION

4.1 **Amount:** The consideration for transfer of the Unit And Appurtenances has been mutually agreed upon, settled and fixed at **Rs. 22,43,940/- (Rupees Twenty Two Lakh Forty Three Thousand Nine Hundred Forty)** ("**Agreed Consideration**") only, out of which the Purchaser has paid a sum of Rs. 2,24,394/- (Rupees Two Lakh Twenty Four Thousand Three Hundred Ninety Four) only as booking amount being part payment towards the Agreed Consideration, which the Parties confirm and accept, subject to the provisions of Clause 2.6 above. Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Purchaser to the Developer shall be increased/reduced based on such change / modification. The Agreed Consideration shall increase/decrease in accordance with the final Built Up Area/Carpet Area/Chargeable Area. The Agreed Consideration above includes the Goods and Services Tax (GST), as applicable on the date of execution of this Agreement, only. Any additional or new taxes or any upward revision in the service tax and value added tax (from the level applicable on the date of execution of this Agreement) shall be borne and payable by the Purchaser at the time of execution and registration of the Transfer Deed.

4.2 The Agreed Consideration for the Unit And Appurtenances as specified above includes:

- (i) the booking amount paid by the Purchaser to the Developer towards the Unit And Appurtenances; and

- (ii) taxes (consisting of tax paid or payable by the Developer by way of GST and cess or any other similar taxes which may be levied, in connection with the development of the Project payable by the Developer, by whatever name called) up to the Date of Possession and upto the date of handing over the Common Portions to the Maintenance Company /Operator , after obtaining the completion certificate, if applicable.

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Purchaser to the Developer shall be increased/ reduced based on such change/ modification.

Provided further that if there is any increase in the taxes after the expiry of the Completion Date, the same shall not be charged from the Purchaser. However, in case of any increase in stamp duty or incurrance of additional charges payable due to delay in execution and registration of the Transfer Deed without any fault of the Developer, the Purchaser shall be required to indemnify the Developer against any such loss incurred or suffered due to such delay in execution of the Transfer Deed.

The Developer shall periodically intimate in writing to the Purchaser, the amounts payable as stated in the Schedule of Payment and the Purchaser shall make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the Purchaser the details of the taxes paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ levies etc. have been imposed or become effective.

- 4.3 The Agreed Consideration is escalation-free, save and except increases which the Purchaser 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 Developer undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost/ charges imposed by the competent authorities, the Developer shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Purchaser, 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 Completion Date, the same shall not be charged from the Purchaser.
- 4.4 The Developer shall confirm to the final carpet area that has been allotted to the Purchaser 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 Developer. If

there is reduction in the carpet area then the Developer shall refund the excess money paid by the Purchaser within 45 (forty five) days with annual interest at the rate as may be prescribed in the Rules, from the date when such in excess amount was paid by the Purchaser. If there is any increase in the carpet area, which is not more than 3% (three percent) of the existing carpet area of the Unit, allotted to Purchaser, the Developer may demand the applicable additional amount from the Purchaser as per the next milestone of the Schedule of Payment. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.

- 4.5 **Stamp Duty and Registration Costs:** Stamp duty, registration fees, and miscellaneous charges and expenses that may be incurred during the registration process in respect of this Agreement and all other documents to be executed in pursuance hereof including the Transfer Deed, shall be paid within 7 (seven) days of demand being made by the Developer in writing, in this regard. Such costs will be billed at actual.

6. **MODE OF PAYMENT**

- 5.1 The Purchaser shall pay to the Developer, the Agreed Consideration mentioned in Clause 4.1 above, in the manner mentioned in Part-II of the **Schedule B** below through A/c payee cheque/demand draft or online payment (as applicable) in favour of Shew Projects LLP, HDFC Bank, Dr. U.N. Bhramachari Branch, Kolkata, Account No : **129305000835**, IFSC Code : **HDFC0000105**, Swift Code: **HDFCINBBCAL**.
- 5.2 Timely payment of the Agreed Consideration is the essence of this contract. In the event the Purchaser fails to make payment of any amount towards the Agreed Consideration which has become payable in terms of the Schedule of Payment mentioned in Part-II of the **Schedule B**, consequences as mentioned in Clause 10.5.1 shall follow.
- 5.3 The Purchaser hereby authorizes the Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Developer may in its sole discretion deem fit and the Purchaser further undertakes not to object/demand/direct the Developer to adjust his/her payments in any manner.

7. **CONSTRUCTION, POSSESSION AND COMPLETION OF SALE**

- 6.1 The Developer shall complete the Project within the Completion Date and shall hand over the Unit And Appurtenances to the Purchaser and the Common Portions to the association of owners, within the timelines permitted under the Act.

- 6.2 The Purchaser agrees that he has seen the proposed layout plan, amenities and facilities of the Unit, and has accepted the floor plan, Schedule of Payment and the amenities and facilities as described in **Schedule C** hereinbelow, which has been approved by the competent authorities, as represented by the Developer. The Developer shall construct, complete and make habitable the Unit and the Common Portions in accordance with the said layout plans, amenities and facilities mentioned in **Schedule E** and **Schedule C** below respectively, subject to the terms in this Agreement. The Developer undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the applicable laws of West Bengal and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Developer shall constitute a material breach of the Agreement.
- 6.3 The Developer shall allow the Purchaser to inspect the Unit at the time of construction provided the Purchaser gives 24 (twenty four) hours' prior notice in writing to the Developer before such inspection.
- 6.4 Subject to force majeure as described in Clause 8 below the Developer shall make the Unit habitable within 30 (thirty) months from the Commencement Date ("**Completion Date**") with a further grace period of 6 (six) months, and after obtaining occupancy certificate from the concerned authority in respect of the entire Project or such part of the Project which comprises the Unit, shall give notice to the Purchaser, who shall, within 15 (fifteen) days from date of the said notice, take possession of the Unit And Appurtenances ("**Date of Possession**"), after fulfilling all obligations under this Agreement, including payment of the balance of the Agreed Consideration as indicated in Part II of the **Schedule B** below.
- 6.5 The Purchaser shall, unless the Purchaser takes possession earlier, be deemed to have taken possession of the Unit And Appurtenances on the Date of Possession, irrespective of when the Purchaser takes actual physical possession. Date of Possession shall thus mean the date on which the Purchaser takes physical possession of the Unit And Appurtenances or the 15th day from the date of the notice specified in Clause 6.3 above, whichever is earlier.
- 6.6 Upon completion of only the Unit, the Developer may offer possession of the Unit And Appurtenances to the Purchaser and that offer shall be binding on the Purchaser.

- 6.7 On the Date of Possession, the Purchaser shall be deemed to be completely satisfied with all aspects of the Unit And Appurtenances, including the measurement of the Unit And Appurtenances, with regard to which the Purchaser shall accept that the certificate of Architect or the surveyor as appointed by the Developer, as final and binding.
- 6.8 The Developer agrees to pay all outgoings till the Date of Possession (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 Developer fails to pay all or any of the outgoings or any liability, mortgage loan and interest thereon before transferring the Unit And Appurtenances to the Purchaser, the Developer agrees to be liable, even after the transfer of the Unit And Appurtenances, 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. From the Date of Possession, all outgoings in respect of the Unit And Appurtenances, including proportionate share of the common expenses/maintenance charges, shall become payable by the Purchaser.
- 6.9 In the event possession of the Unit And Appurtenances could not be handed over to the Purchaser due to non-compliance with the terms and conditions set out in the Agreement or a failure by the Purchaser to pay all outstanding amounts, deposits and charges by their respective due date(s), the Developer may cancel this Agreement and the allotment and/or recover such costs that the Developer might have borne on behalf of the Purchaser in this regard. Further, the consequences of Default by the Purchaser as specified in Clause [•] of this Agreement below shall follow.
- 6.10 Upon the Purchaser paying the Agreed Consideration mentioned in Clauses 4.1 above, together with all other dues, deposits, modified taxes, if any, payable by the Purchaser, Parties shall execute the Transfer Deed by and among the Developer, the Owners and the Purchaser to convey the title of the Unit And Appurtenances in favour of the Purchaser. Execution and registration of such Transfer Deed shall take place within a period not exceeding 30 (thirty) days from the Date of Possession. The Developer shall issue a written notice to the Purchaser who has paid the entire Agreed Consideration and Miscellaneous Deposits and Charges as stipulated in Part II and Part III of the **Schedule B** below and the stamp duty and/ or registration charges for execution and registration of the Transfer Deed. The said notice will stipulate the details of the venue and time when the Purchaser will be required to be present in person or through authorized representative (such representative being authorized by a registered power of attorney in

case of individuals and by way of a board resolution in case of companies) to execute and register the Transfer Deed.

- 6.11 However, in case the Purchaser fails to deposit the stamp duty and/or registration charges within the period specified in the notice mentioned in Para 7.11 above, the Developer may either withhold registration of the Transfer Deed in favour of the Purchaser till payment of such stamp duty and/ or registration charges to the Developer is made by the Purchaser or cancel this Agreement and the allotment of the Unit And Appurtenances, without any further intimation. In case of such cancellation of this Agreement and allotment by the Developer, he shall refund all monies paid by the Purchaser after deducting INR [●] (Indian Rupees [●]) only there from the interest on delayed payments, brokerage, other charges and taxes, if any, incurred by the Developer.
- 6.12 The Developer shall ensure that at the time of registration of the Transfer Deed, the Unit And Appurtenances is free from all encumbrances, save and except those agreed to be created by the Purchaser for financing payment of the Agreed Consideration to the Developer. In case of any charges, fees or taxes required to be paid by the Purchaser in relation to the Unit And Appurtenances remains unpaid on the due date for such payment as per the Schedule of Payment, such fees, charges, taxes shall be treated as unpaid sale price of the allotted Unit And Appurtenances and the Developer shall have lien on the Unit And Appurtenances for the recovery of such fees, charges, taxes.
- 6.13 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 Developer as per this Agreement relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Purchaser / Attorney / Operator from the Date of Possession, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days of being brought to notice of the same, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act.
- 6.14 The Developer shall compensate the Purchaser in case of any loss caused to him due to defective title of the Project Land, on which the Project is being developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

8. INDEMNITY

- 7.1 The Purchaser indemnifies and agrees to keep the Transferors saved,

harmless and indemnified of, from and against any loss or damages the Transferors may suffer as a result of non-payment, non-observance or non-performance by the Purchaser of the Purchaser's Covenants and/or any of the terms contained in this Agreement, Allotment Letter and Applicable Laws.

Further, Purchaser also expressly agrees to indemnify the Transferors, if there is any levy of taxes, charges or fees by any government agency or competent authority, retrospectively or by virtue of any new interpretation of law by competent courts etc. which was not claimed/ including in the Schedule of Payment specifically.

- 7.2 The Transferors indemnify and agree to keep the Purchaser saved, harmless and indemnified of, from and against any loss or damages the Purchaser may suffer as a result of non-observance or non-performance of the Owners' Covenants and Developer's Covenants and/or any of the terms contained in this Agreement.

9. FORCE MAJEURE

- 8.1 For the purposes of this Agreement, force majeure shall mean any event or circumstance, or combination of events or circumstances beyond the reasonable control of the Transferors, which event/s or circumstance/s cannot by exercise of reasonable diligence be prevented or caused to be prevented, or cannot despite the adoption of reasonable precautions and reasonable alternative measures be prevented or which materially and adversely affect Transferor's performance of its duties or obligations under this Agreement including but not limited to:

- 8.1.1 acts of God and nature including epidemic;
- 8.1.2 non-availability of steel, cement, other building materials and infrastructural facilities, including but not limited to water supply, electric supply, etc.;
- 8.1.3 explosion, accident, blockade, embargoes, sabotage, breakage or breakdown of facilities or plant or equipment, failure or for defect in major forging or castings or other items of major equipment which require protracted time to obtain, the place of repair, or chemical contamination;
- 8.1.4 a plane crash, a shipwreck, train wrecks or failures or delays of transportation;
- 8.1.5 strikes, lockouts, work to rule actions, go slows or similar labour difficulties that in any way affect the construction of the Building and development of the Project;

- 8.1.6 geological, subsurface ground conditions as a result of which construction of the Building and development of the Project is delayed or no longer financially or technically viable;
- 8.1.7 disruptions, challenges and placement of legal and traditional impediments, including as to title or otherwise, in any manner whatsoever by any Person who has agreed to purchase/already purchased any unit in the Building or by any third party whatsoever and delay or non-availability of any and all approvals by any governmental, municipal or other competent authority which delays or materially adversely affects the construction of the Building and development of the Project as mentioned in this Agreement; and
- 8.1.8 act of war, invasion, armed conflict, hostile act of foreign enemy, blockade, embargo, a revolution, riot, insurrection, civil commotion, or act of terrorism.
- 8.2 In case there is delay on the part of the Transferors in fulfilling their obligations hereunder due to any of the reasons stated in Clause 8.1 above, then the Transferors shall not be liable to pay any interest or damages. In the event, the completion of the Project is delayed due to the force majeure conditions specified in Clause 8.1 above, then the Purchaser agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Unit And Appurtenances, provided that such force majeure conditions are not of a nature which make it impossible for this Agreement to be implemented.
- 8.3 The Purchaser agrees and confirms that, in the event it becomes impossible for the Developer to implement the Project due to force majeure conditions, then this Agreement shall stand terminated and the Developer shall refund to the Purchaser the entire amount received by the Developer from the Purchaser within 45 (forty five) days from that date]. After refund of the money paid by the Purchaser, the Purchaser agrees that he/ she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

10. REPRESENTATIONS AND WARRANTIES

- 9.1 The Transferors hereby represent and warrant to the Purchaser as follows:
- (i) The Owners have absolute, clear and marketable title of the Project Land;
 - (ii) The Developer has the requisite rights to carry out development upon the Project Land and physical possession of the Project Land for the Project;
 - (iii) The Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;

- (iv) There are no encumbrances upon the Project Land or the Project;¹
- (v) There are no litigations pending before any court of law or Authority with respect to the Project Land, Project, Common Portions or the Unit And Appurtenances;
- (vi) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land, Common Portions and the Unit And Appurtenances are valid and subsisting and have been obtained by following due process or law. Further, the Developer has been and shall, at all times, remain to be in compliance with all Applicable Laws in relation to the development of the Project, Project Land, Common Portions, Unit And Appurtenances;
- (vii) The Transferors have 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 Purchaser created herein, may prejudicially be affected;
- (viii) The Transferors have not entered into any agreement for sale or any other agreement/ arrangement with any person or party with respect to the said Unit And Appurtenances which will, in any manner, affect the rights of Purchaser under this Agreement;
- (ix) The Transferors confirm that they are not restricted in any manner whatsoever from selling the said Unit And Appurtenances to the Purchaser in the manner contemplated in this Agreement;
- (x) The Developer shall handover lawful, vacant, peaceful, physical possession of the Unit And Appurtenances to the Purchaser and the Common Portions to the Association of Purchasers or the competent authority, as prescribed in Clause 7 above;
- (xi) The Transferors have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authorities till the Date of Possession; and
- (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 Transferors in respect of the Project Land and/or the Project.

9.2 The Purchaser hereby represents and warrants to the Transferors as follows:

- (i) This Agreement, the Allotment Letter or any other document executed in relation to the Unit And Appurtenances by and among the Parties, shall constitute valid and legally binding obligations enforceable in accordance with their terms;
- (ii) Neither the execution of this Agreement, nor the performance of

- various terms and provisions hereof will violate any deed or agreement to which the Purchaser is party or by which the Purchaser is bound;
- (iii) The Purchaser is not restricted by any judgement, injunction, order, decree or award from the execution, delivery and performance of the terms of this Agreement, the Allotment Letter or any other document executed by him in relation to the Unit And Appurtenances;
 - (iv) The Purchaser shall, at all times, observe and perform all the terms and conditions, covenants and provisions mentioned herein, and shall not do, omit or suffer to be done anything whereby the right of the Transferors is violated or forfeited or jeopardized or extinguished in respect of the Unit And Appurtenances;

9.3 The representations and warranties on the Parties as provided herein, shall remain true, accurate and complete as on the date of execution of this Agreement and thereafter.

11. EVENTS OF DEFAULT AND CONSEQUENCES

10.1 Subject to the provisions of Clause 8.1 above (Force Majeure), the Developer shall be considered to be in default, in the following events:

10.1.1 The Developer fails to provide ready to move in possession of the Unit And Appurtenances to the Purchaser within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects;

10.1.2 Discontinuance of the Developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under;

10.2 In case of default by Developer under the conditions listed in Clause 10.1 above, Purchaser shall be entitled to:

10.2.1 Stop making further payments to the Developer as demanded by the Developer unless the Developer cure the situation by completing the construction milestones and only thereafter the Purchaser be required to make the further payments without attracting any penal interest; or

10.2.2 The Purchaser shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Purchaser under any head whatsoever towards the purchase of the Unit And Appurtenances, along with interest at the rate equivalent to Prime Lending Rate of the State Bank of India (as applicable on such date) plus 2% p.a. within 45 (forty-five) days of receiving the termination notice.

Provided that where the Purchaser does not intend to withdraw from the

Project or terminate the Agreement, he shall be paid, by the Developer, interest at the rate equivalent to Prime Lending Rate of the State Bank of India (as applicable on such date) plus 2% p.a. for every month of delay till the handing over of the possession of the Unit And Appurtenances, which shall be paid by the Developer to the Purchaser within 45 (forty-five) days of it becoming due; or

10.2.3 The Purchaser shall have the option to receive an alternative Unit with similar details forming part of the Project, as may be offered by the Developer, subject to adjustment in the Agreed Consideration, if any.

10.3 In case of default by Developer as specified in Clause 10.1.2 above, Purchaser shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Purchaser under any head whatsoever towards the purchase of the Unit And Appurtenances, along with interest at the rate equivalent to Prime Lending Rate of the State Bank of India (as applicable on such date) plus 2% p.a. within 45 (forty-five) days of receiving the termination notice.

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

10.4.1 Failure of the Purchaser to make payment of the Agreed Consideration or any part thereof within the due dates specified in the Schedule of Payment at Part-II of **Schedule B** hereinbelow; or

10.4.2 Breach by the Purchaser of any of the terms of the Agreement, or the Allotment Letter.

10.5 In case of default by the Purchaser as specified in Clause 10.4 above, the below mentioned consequences shall follow:

10.5.1 In case of default by the Purchaser as specified in Clause 10.4.1, the Purchaser shall be liable to pay interest at the rate equivalent to Prime Lending Rate of the State Bank of India (as applicable on such date) plus 2% p.a. on the unpaid amount, within 45 (forty-five) days of such due date alongwith such unpaid amount, to the Developer. In case such failure to pay on the part of the Purchaser continues for a period of 30 (thirty) days after notice from the Developer in this regard, the Developer shall cancel the allotment of the Unit And Appurtenances in favour of the Purchaser by a written intimation to the Purchaser, and refund the amount paid to the Developer by the Purchaser within a period of 6 (six) months, after deducting the booking amount being **INR [●] (Indian Rupees [●])** only and the interest liabilities on the unpaid amount till such date. This Agreement shall thereupon stand terminated. In the event of such cancellation, the Purchaser will have no right, title, lien, claim or demand whatsoever in respect of the

Unit And Appurtenances.

- 10.5.2 In case of default by the Purchaser as specified in Clause 10.4.2, the Developer may cancel this Agreement and the allotment of the Unit And Appurtenances after giving prior written notice of [30] ([Thirty]) days to the Purchaser to rectify the same. In case of failure on the part of the Purchaser to rectify such breach within the time specified, the Developer may cancel this Agreement and the said allotment, and issue refund of such amount as was paid by the Purchaser till the date of such breach, after deduction of **INR [●] (Indian Rupees [●]) only**, without any interest or compensation. Purchaser shall have the right to claim such refund with effect from the date of transfer of the said Unit And Appurtenances to an alternative Purchaser by the Developer at a price which is higher than the amount payable to the Allotee.
- 10.6 Save and except for the provisions contained in Clause 10.2.2 and 10.2.3 above, upon termination of this Agreement, the Purchaser shall neither be entitled to claim any right, title and interest, either equitable or otherwise, over and in respect of the Unit And Appurtenances and/or the Project Land or part or portion thereof nor shall be entitled to claim any charge on the Unit And Appurtenances, the Project Land and/or any part or portion thereof in any manner whatsoever. The effect of such termination shall be binding and conclusive on the Purchaser.

12. CANCELLATION BY PURCHASER

In case of cancellation of this Agreement and withdrawal of the allotment by the Purchaser without any fault of the Developer, the Developer shall be entitled to forfeit the booking amount paid for the said allotment. The balance amount of money paid by the Purchaser shall be returned by the Developer, without any interest thereon, to the Purchaser within 45 (forty five) days of such cancellation.

13. MAINTENANCE OF THE PROJECT

In order to provide necessary maintenance services, the Developer shall, on and from the Date of Possession, hand over the maintenance of the entire Project to a maintenance company exclusively and such maintenance company shall be solely responsible for maintenance of the entire Project.

14. DISPUTE RESOLUTION

In the event of any disputes, differences or claims arising between the Parties in connection with this Agreement or the Unit And Appurtenances or regarding interpretation of any of the provisions hereof or anything done or omitted to be done pursuant hereto, the Parties shall first endeavor to

amicably settle such disputes, differences or claims, failing which the same shall be referred to a sole arbitrator to be jointly appointed by the Parties. The arbitration proceedings shall be held in Kolkata and conducted in English language and the arbitration will be subject to and governed by the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The cost of the arbitration proceedings shall be borne by the Parties equally, unless otherwise directed by the said sole arbitrator. The decision of the sole arbitrator shall be final and binding upon the Parties.

15. MISCELLANEOUS PROVISIONS

- 14.1 Right to enter the Unit: The Developer shall have rights of unrestricted access of all Common Portions for providing necessary maintenance services and the Purchaser agrees to permit the Association of Purchasers to enter into the Unit And Appurtenances 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.
- 14.2 No Mortgage or creation of Charge: The Developer shall not mortgage or create a charge on the Unit And Appurtenances after the Effective Date. In case 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 Purchaser who has taken or agreed to take such Unit And Appurtenances.
- 14.3 Enforceability of the Agreement: The Agreement shall not be legally enforceable and binding unless it is complete in all respect, executed by the Owners, Developer and the Purchaser and registered with the concerned registrar's office.
In this regard, the Purchaser shall be obligated to signs and delivers the Agreement within 30 (thirty) days from the date of receipt of the Agreement from the Developer/ Owners. Purchaser shall also be obligated to appear before the concerned registrar's office for registration of the Agreement, as intimated by the Developer. In case of failure by the Purchaser, a notice may be served by the Developer upon the Purchaser asking him to rectify the same. In case of failure to rectify the same within 30 (thirty) days of such notice, the allotment of the Unit And Appurtenances may be cancelled by the Developer and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.
- 14.4 Place of Execution: The execution of this Agreement shall be completed only upon its execution by the Parties at the Developer's office, or at some other place mutually agreed among the Parties. Hence this Agreement shall be deemed to have been executed at [●].

- 14.5 No Partnership: The instant Agreement has been entered into on a principal-to-principal basis between the Parties. None of the provisions of this Agreement will be deemed to constitute a joint venture, agency, a partnership or principal-agent relationship between the Parties and neither Party by virtue of this Agreement shall have the right, power or authority to represent, act or create any obligation, express or implied, on behalf of the other Party.
- 14.6 Independent Rights: Each of the rights of Parties hereto under instant Agreement are independent, cumulative and without prejudice to all other rights available to them and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of Party.
- 14.7 Variation and Amendment: No variation or amendment of this Agreement (including its Schedules and annexure) shall be binding on any Party unless such variation or amendment is in writing and signed by each Party.
- 14.8 Notice: Any notice or communication which may be or is required to be given under this Agreement shall be addressed to the addressee as given in the title to the instant Agreement and shall be in writing and shall be effectively served (i) if delivered personally, upon receipt by the intended Party; (ii) if sent by speed post with acknowledgment due card, within 72 (seventy two) hours of being sent. Any Party may change any particulars required for this Clause, by giving notice to the other Parties in the manner aforesaid. It may be noted that in case there are joint or multiple purchasers, all communications shall be sent by the Transferors to the purchaser 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 purchasers.
- 14.9 Waiver: No waiver of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the Party waiving such provision. No failure or delay by a Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by a Party of any breach by another Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.
- 14.10 Supercession: This Agreement constitutes the entire understanding between Parties as to its subject-matter and supersedes any previous understanding or agreement on such subject-matter between Parties, whether oral or otherwise.
- 14.11 Severability: If for any reason any court or other authority should determine, rule or decide that any clause or provision contained herein, or any similar

clauses or provisions, are improper, unenforceable or violative of any Applicable Laws, then this Agreement shall immediately be deemed amended or modified to exclude such clause or provision and the remainder of the Agreement shall remain in full force and effect.

- 14.12 No Assignment: Neither Party shall be entitled to assign, transfer or novate any of its rights, interests or obligations under this Agreement to any Third Party without obtaining prior written consent of the other Party, which may be withheld in such other Party's sole and absolute discretion. Any assignment in violation of the terms of this Clause by either of the Party shall be a material breach of this Agreement on its part.
- 14.13 Further Assurances: The Parties shall do and cause to be done all such acts, matters and things and shall execute and deliver all such documents and instruments as shall be required to enable the Parties to perform their respective obligations under, and to give effect to the transactions contemplated by this Agreement.
- 14.14 Saving: Any application letter, Allotment Letter, agreement, or any other document signed by the Purchaser in respect of the Unit And Appurtenances, prior to the execution and registration of this Agreement, shall not be construed to limit the rights and interest of the Purchaser under the Agreement or under the Act or the Rules or the regulations made thereunder.
- 14.15 Applicability on subsequent purchaser(s): It is clearly understood and so agreed among the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Unit And Appurtenances and the Project shall equally be applicable to and enforceable against and by any subsequent purchaser of the Unit And Appurtenances, in case of a transfer, as the said obligations go along with the Unit And Appurtenances for all intents and purposes.
- 14.16 Compliance with laws: It is understood and agreed between the Parties that the Purchaser has full knowledge of the laws, notifications and rules applicable to this area in general and the Project in particular. The Purchaser will comply with all such relevant and Applicable Laws. In the event that there are any changes in the rights, obligations, interest and/or title of the Purchaser due to change of Applicable Laws, the Purchaser shall be bound by such changes and shall not hold the Developer liable on account thereof.
- 14.17 Joint Purchasers: If there are more than one purchaser for one unit, then all such purchasers will be jointly and/ or severally liable for due compliance and performance of the terms, conditions, covenants and obligations of the Allotment Letter and the Agreement. Not more than 2 (two) applicants can apply jointly for a unit.

14.18 Counterparts: This Agreement shall be executed in counterparts, each of which when executed and delivered shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

16. GOVERNING LAW AND JURISDICTION

15.1 This Agreement shall be governed by and construed in accordance with the laws of India.

15.2 Subject to the provision of Clause 13 above, High Court at Kolkata shall have exclusive jurisdiction in respect of any dispute or matter that may arise out of, in relation to or in connection with this Agreement.

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**Schedule A
(Project Land)**

All that pieces and parcels of undeveloped converted land admeasuring 68.6503 decimals equivalent to around 42 cottahs comprised in L.R. Dag Nos. 806 (P), 807 (P), 808 (P), 809 (P), 810 (F), 811 (P), Mouza - Chakpanchuria within the jurisdiction of Patharghata Gram Panchayat, Police Station New Town, District North 24 Parganas, demarcated in colour **Red** on Plan **A** attached hereto and butted and bounded as under:

East by : By Entirety of Dag Nos. 818,820 and balance parts Dag Nos. 807,806 and 809
 West by : By Gram Pamchayat Road and thereafter by boundary of DLF SEZ
 North by : By Balance Part of Dag Nos. 808,806 and 807
 South by : By Balance Part of Dag Nos. 811 and 809

**Schedule B
Part-I
(Unit And Appurtenances)**

Unit No. 223 on the **East** side of the **Second floor** of the Building commonly known as “**Starlit Suites**”, having Built Up Area, Carpet Area and Chargeable Area as per the details mentioned below, consisting of 1 bed rooms, 1 toilets, 1 kitchen, having the following demarcated in colour **Green** on Plan **B** attached hereto TOGETHER with the Proportionate Land Share and Share In The Common Portions.

Unit Type	Carpet Area (including balcony) (in Sq. Ft.)	Built Up Area (in Sq. Ft.) (A)	Proportionate Share IN Common Portions (in Sq. Ft.) (B)	Chargeable Area (in Sq. Ft.) (A+B)
Studio	250	289	158	447

Part-II
(Schedule of Payment)

	Percentage	Amount
1. At the time booking of the Unit	10%	2,24,394
2. On or before execution of this Agreement	10%	2,24,394
3. On Completion of Ground Floor Slab	10%	2,24,394
4. On Completion of First Floor Slab	10%	2,24,394
5. On Completion of Second Floor Slab	10%	2,24,394
6. On Completion of Third Floor Slab	10%	2,24,394
7. On Completion of Third Floor Terrace Slab	10%	2,24,394
8. On Completion of Outside Plaster	10%	2,24,394
9. On Completion of MEP Services and finishes	10%	2,24,394
10. On Possession	10%	2,24,394
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Total :	100%	Rs. 22,43,940/-

Schedule C
(Common Portions)

- Two separate staircase, landings and passage.
- Concealed Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings.
- Two Automatic Lifts with all machineries accessories and equipment (including the lift machine room) and lifts well for installing the same in the building.
- Electrical installations with main switch, electrical panels and accessories and associated spaces required in the building.
- Overhead water tank with water distribution pipes from such Overhead water tank connecting to the different Units of the building.
- Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building.
- Ultimate Roof of the building.
- Diesel Generator panel room.
- Fire fighting equipment.
- Such other areas, installations and/or facilities as the Vendors may from time to time specify to form part of the Common Portions of the designated block.

**Schedule D
(Covenants)**

A. Purchaser's Covenants:

1. **Purchaser Aware of and Satisfied with Building and Construction:** The Purchaser admits and accepts that the Purchaser, upon full satisfaction and with complete knowledge of the Common Portions, specifications and all other ancillary matters, is entering into this Agreement. The Purchaser has examined and is acquainted with the Building to the extent already constructed and to be further constructed and has agreed that the Purchaser shall neither have nor shall claim any right over any portion of the Building and the Project Land save and except the Unit And Appurtenances.
2. **Nomination by Purchaser Prohibited:** The Purchaser admits and accepts that the Purchaser shall not nominate or assign the rights under this Agreement without the prior written consent of the Transferors. In the event the Transferors agree to give such consent to the Purchaser, the Purchaser shall be required to make payment of a nomination charge to the Developer amounting to Rs. 150/- (Rupees One Hundred Fifty) per square feet of Chargeable Area of the Unit.
3. **Purchaser to pay Municipal Taxes and Maintenance Charges:** The Purchaser hereby admits and accepts that the Purchaser shall pay municipal taxes for the Unit And Appurtenances, from the Date of Possession until the Unit And Appurtenances is separately mutated in favour of the Purchaser, on the basis of the bills to be raised by the Developer/ maintenance company appointed by the Developer, such bills being conclusive proof of the liability of the Purchaser in respect thereof. The Purchaser also admits and accepts that the Purchaser shall have mutation completed at the earliest.
4. The Purchaser further admits and accepts that the Purchaser shall pay proportionate share of the common expenses/maintenance charges of the Building on the basis of the bills raised by the maintenance company appointed by the Developer, without claiming any deduction or abatement in any manner or on any account, from the Date of Possession.
5. **Owners Charge/Lien:** The Purchaser admits and accepts that the Transferors shall have the first charge and/or lien over the Unit And Appurtenances for all amounts remaining outstanding from the Purchaser.
6. **No Rights of or Obstruction by Purchaser:** The Purchaser admits and accepts that all open areas in the Project including all open car parking spaces which are not required for ingress and egress from and to the Unit, do not form part of the Common Portions in terms of this Agreement and the

Transferors shall have absolute right to sell, transfer and/or otherwise dispose off the same or any part thereof. The Purchaser also admits and accepts that the Transferors are entitled to construct further storeys on and above the roof of the top floor of the Building and the Purchaser shall not obstruct or object to the same. However, in the event the Transferors construct any further storeys on and above the roof of the top floor of the Building, then such newly constructed area shall also be managed and operated as a serviced apartment by a professional entity. The Purchaser admits and accepts that the Transferors and/or its employees and/or agents and/or contractors shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes as may become necessary for making such further construction and the Purchaser shall not raise any objection in any manner whatsoever with regard thereto.

7. **Variation of Share on Further Construction:** The Purchaser admits and accepts that in the event of such further construction, the Land Share and the proportionate share of the Unit shall stand altered and/or modified accordingly.
8. **Obligations of the Purchaser:** On and from the Date of Possession, the Purchaser shall:
 - 8.1 Observe the terms and conditions of any other the agreement that the Purchaser shall enter into with third party(ies) pertaining to maintenance of the Project and management of the Unit as a serviced apartment and/or any other rules framed from time to time by the association of owners and the maintenance company for the beneficial common enjoyment of the Building and/or the Project.
 - 8.2 Use the Unit only as a serviced apartment. Under no circumstances the Purchaser shall use the Unit for any other purpose.
 - 8.3 Not to alter, modify or in any manner change the elevation and exterior colour scheme of the Building and/or the Project Land.
 - 8.4 Not to alter, modify or in any manner change the structure or any civil construction of the Building which may affect or endanger the structural stability of the Building.
 - 8.5 Not to change/alter/modify the name of the Building, which has been given by the Transferors.
 - 8.6 Not to use the Unit or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Building and/or the Project Land and/or the neighboring properties.

- 8.7 Not to allow storage of any goods, articles or things in the Common Portions and/or any part or portion of the Building and/or the Project Land.
- 8.8 Not to obstruct the Developer/maintenance company appointed by the Developer in their acts, relating to the Common Portions and not to obstruct the Developer in constructing the other constructions in the Building and/or the Project Land and selling or granting rights to any person on any part of the Building and/or the Project land (excepting the Unit).
- 8.9 Notwithstanding anything contained in this Agreement, it is clarified that the Purchaser has accepted the scheme of the Developer to construct the Building comprising of exclusively 120 (one hundred twenty) or thereabout self-contained units including the Unit herein and operation and management of such units by a professional entity as serviced apartments/hotel suites and hence the Purchaser has no objection to the said scheme. The Purchaser shall not raise any objection to operation and management of the Unit by such professional entity as serviced apartment/hotel suites.
- 8.10 It is further clarified that the Purchaser shall not have any right to raise any dispute or make any claim with regard to the Transferors either constructing or not constructing any portions of the Building and/or the Project Land other than the Unit And Appurtenances. The Purchaser has interest only in and upon the Unit And Appurtenances. However and only upon the Developer constructing the balance portions of the Building, the Purchaser shall acquire interest in such of the Common Portions as may be comprised in the balance portions of the Building which may be constructed by the Developer for common use and enjoyment of all the unit owners of the Building.

B. Transferors' Covenants:

1. **Completion of Transfer:** The transfer shall be completed by the Transferors executing and registering necessary conveyance in favour of the Purchaser.
2. **No Creation of Encumbrance:** The Transferors hereby guarantee and undertake that the Transferors shall not create any charge, mortgage, and lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Purchaser in respect of the Unit And Appurtenances, subject to the Purchaser fulfilling all terms, conditions and obligations of this Agreement.
3. **Documentation for Loan:** The Transferors shall provide to the Purchaser all required documents relating to the Project Land so that the Purchaser may get home loan from banks and financial institutions.

**Schedule E
(Specifications)**

(Manner of construction of the Unit)

- Flooring : Vitrified Tiles and/or wooden flooring in the building.
- Walls : Plaster of Paris finish.
- Kitchenette : Granite counter and ceramic tiles 2' above the counter and stainless steel sink.
- Bathrooms : Ceramic Tiles flooring, Walling of Ceramic Tiles upto door height
- Doors : Flush Doors (main door with lock of reputed make)
- Windows : Aluminium/UPVC glazed windows
- Electrical : Concealed multi-strand wiring in PVC conduits with modular switches of reputed make. AC plug points in all units, Provision (PVC conduits) for Cable TV, Broadband Internet and Telephone
- Plumbing : Concealed pipes, White ceramic sanitary wares in toilet And C.P. fittings of reputed make.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on the date and year first hereinabove written at Kolkata.

SIGNED AND DELIVERED by the For **Nabhoj Mercantile Private Limited** Owners in the presence of:

Signature:

Authorised Signatory/Director

Name:

For **Collate Conclave Private Limited**

Authorised Signatory/Director

For **Vetali Vintrade Private Limited**

Authorised Signatory/Director

For **Naidhura Vyapaar Private Limited**

Authorised Signatory/Director

For **Angarik Conclave Private Limited**

Authorised Signatory/Director

For **Ashtek Dealcom Private Limited**

Authorised Signatory/Director

SIGNED AND DELIVERED by the
Developer in the presence of:

For **M/s. Shew Projects LLP**

Signature:

Name:

Designated Partner

SIGNED AND DELIVERED by the
Purchaser in the presence of:

Signature:

Name:

Received from the within named Purchaser the said sum of **Rs. 448788/- (Rupees Four Lacs Forty Eight Thousand Seven Hundred Eighty Eight Only)** towards part payment of the Agreed Consideration of the Unit And Appurtenances, in the manner as follows:

MEMO OF CONSIDERATION

Cheque /RTGS/NEFT No.	Date	Drawn on	Favouring	Amount (in Rs.)
NEFT No. - 1377602170	1/22/2018	[-]	Shew Projects LLP	75000
NEFT No. - 1404982386	3/5/2018	[-]	Shew Projects LLP	373788
			Total	448788

For **M/s. Shew Projects LLP**

Designated Partner