

Rs...../- per Square Feet. This amount will be used by the Promoter/Transferor / Maintenance Company for emergency repairs that may be required.

- (f) In case any Allottee/Transferee fails to pay any amount payable to the Maintenance Company:
- (i) The defaulter Allottee/Transferee shall not be entitled to avail any maintenance services;
 - (ii) Interest will become payable by the defaulter Allottee/Transferee @ 18 % per annum on the defaulted amount;
 - (iii) The Promoter/Transferor or the Maintenance Company, as the case may be, shall adjust the unpaid amount from the IFSD /IFMSD. If due to such adjustment in IFSD / IFMSD falls below the six months average of the Maintenance Charges, then the defaulter Allottee/Transferee shall make good the resultant shortfall within fifteen days of being called upon to pay the amount of the short fall.
- (g) The Maintenance Company shall have the right to increase the IFSD from time to time keeping in view the increase in the cost of maintenance services and the Allottee/Transferee shall pay such increases within fifteen (15) days of written demand by the Maintenance Company or the Promoter/Transferor on its behalf. If the Allottee fails to pay such increase in the IFSD or to make good the shortfall as aforesaid on or before its due date, then the Promoter/Transferor may in its sole discretion have the right to re-enter upon the Property.
- (h) The unpaid amounts of the Maintenance Company shall also be a first charge on the Property similarly as EDC.
- (i) To secure due payment of the Maintenance Charges, the Allottees/Transferees will be required to deposit with the Promoter/Transferor the IFMSD which will be equivalent to 6 (six) months monthly Maintenance Charges. As and when the Maintenance Charge is increased, all Allottees /Transferees will be required to deposit with the Promoter/Transferor or the Maintenance Company, as the case may be, such further sum towards IFMSD so that at all material times the IFMSD is equivalent to 6 (six) months monthly Maintenance Charges at that point of time.
- (j) The Promoter/Transferor will transfer the unused IFMSD and the IFSD to the Maintenance Company upon its formation as and when formed.
- (k) The Allottee/Transferee agrees and undertakes that he/she/they shall join any association/society of owners as may be intimated by the Promoter/Transferor; on behalf

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of owners and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by the Promoter/Transferor for this purpose. The onus of forming an association/ society of owners will at all time be that of the Allottee/Transferee /s.

16. REPRESENTATIONS AND WARRANTIES OF THE OWNER AND PROMOTER/TRANSFEROR

The Owner and the Promoter/Transferor hereby, jointly, represents and warrants to the Allottee/Transferee as follows:-

- (i) The Owner has absolute, clear and marketable title with respect to the Project Land; the Promoter/Transferor has requisite rights to carry out development upon the Project Land;
- (ii) The Promoter/Transferor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter/Transferor has been and shall, at all times, remain to be in compliance with all Applicable Laws in relation to the Project, Project Land, Tower and Apartment and Common Areas;
- (iv) The Promoter/Transferor 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/Transferee created herein, may prejudicially be affected;
- (v) The Promoter/Transferor has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Project Land, including the Project and the Apartment which will, in any manner, affect the rights of Allottee/Transferee under this Agreement;
- (vi) The Promoter/Transferor confirms that the Promoter/Transferor is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/Transferee in the manner contemplated in this Agreement;

- (vii) Before or at the time of execution of the transfer Deed the Promoter/Transferor shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee/Transferee;
- (viii) The Owner/Promoter/Transferor has duly paid and shall continue to pay and discharge till handing over of possession of the Apartment 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;
- (ix) 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 Project Land) has been received by or served upon the Promoter/Transferor in respect of the Project Land and/or the Project.

Due to any operation of any law or any statutory order if any portion of the entire scheme is discontinued or truncated then the Allottee/Transferee/s affected by such discontinuation or truncation will have no right of compensation from the Promoter/Transferor. The Promoter/Transferor will however, refund all amounts received from such Allottee/Transferee/s together with applicable interest.

17. COVENANTS OF THE ALLOTTEE/TRANSFEE

17.1 Residential use

The Allottee/Transferee shall not use the Apartment or permit the same to be used for any purpose other than residential or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other Units or for any illegal or immoral purposes.

17.2 Hazardous materials

The Allottee/Transferee shall not store in the Apartment any goods which are of hazardous, combustible or dangerous nature or storing of which goods is objected to by the concerned local or other authority.

17.3 Additions

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The Allottee/Transferee shall not make any additions or alterations in the Apartment or cause damage to or nuisance in the Apartment or in the Project in any manner. In case any partitions, interiors, false ceilings etc. are installed by the Allottee/Transferee, then all necessary permissions from the authorities, if required, will be obtained by the Allottee/Transferee directly at his own cost. In any case the Allottee/Transferee shall not be entitled to carry out any structural changes in the Apartment.

17.4 Advertisements etc.

The Allottee/Transferee shall not put up any name plate, sign board, neon sign, publicity or advertisement material in the Common Areas of the Apartment and/or the Project and shall not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design, with a view to maintain uniform aesthetics.

17.5 Co-operation

The Allottee/Transferee shall at all times co-operate with the other Allottees/Transferees/occupiers of the Units in the management and maintenance of the Apartment and the Project.

17.6 Transfer

The Allottee/Transferee shall not be allowed to transfer and/or alienate the Apartment before a period of 2 (two) years from issuance of Allotment Letter (Lock-in-period). After the lock-in-period at any time before registration of the transfer document, the Allottee/Transferee may transfer the allotment made in his/ her favour as per the terms mentioned hereinbelow.

The Allottee/Transferee shall not transfer or assign the rights under this Agreement without prior written permission from the Promoter/Transferor till such time all payments under this Agreement are cleared. The Promoter/Transferor shall retain the first right of refusal for such transfer of rights. Where the Promoter/Transferor does not exercise the above right of pre-emption then in that event transfer of rights before the completion and handover of the Unit, the Allottee/Transferee shall pay a transfer fee @ 3% (three percent) on the prevailing market value of the Unit determined by Directorate of Registration and Stamp Revenue, Finance Department, Government of West Bengal,

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at the date of such transfer or on transaction amount, whichever is higher. Such transfer however shall be permissible only if the first instalment as per this Agreement has been paid in full and all other payments that may be due under this Agreement have been cleared in total.

17.7 Taxes

If at any time after the Effective Date there be imposition of any new or enhancement in any tax or levy or fees or charges on the transfer or construction of the Apartment, the same shall be borne and paid by the Allottee/Transferee within 7 days of demand being made by the Promoter/Transferor without raising any objection thereto.

17.8 Direction by any competent authority

In the event the Promoter/Transferor is directed by any competent authority to earmark a portion of the Project Land for construction of such flats and/or dwelling units for Economically Weaker Sections of the Society (EWS), schools shops, club/community centre, commercial premises/buildings etc., then the Allottee/Transferee/s shall not have any right, title or interest in any form or manner in the Project Land on which such flats and/or dwelling units for the EWS, school(s), shops, commercial premises, religious building, club, community centre and/or the buildings constructed thereon and facilities provided therein. Further, the Allottee/Transferee/s shall not have any claim or right to any commercial premises and/or buildings or interfere in the matter of booking, allotment and finalisation of allotment of the flats and/or dwelling units for EWS, school(s), shops, commercial premises/buildings, club / community centre or in the operation and management of shops, clubs, community centre, school(s), commercial premises, and/or buildings.

18. EVENTS OF DEFAULTS AND CONSEQUENCES

18.1 Subject to the Force Majeure events and Reasonable Circumstances, the Promoter/Transferor shall be considered under a condition of Default, in the following events:

- (i) Promoter/Transferor fails to provide ready to move in possession of the Apartment to the Allottee/Transferee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects;

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- (ii) Discontinuance of the Promoter/Transferor's business as a Promoter/Transferor on account of suspension or revocation of his registration under the provisions of the Applicable Laws or the rules or regulations made thereunder.

18.2 In case of Default by Promoter/Transferor under the conditions listed above, the Allottee/Transferee is entitled to the following:

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

Provided that where the Allottee/Transferee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter/Transferor, interest at Applicable Interest Rate, for every month of delay till the handing over of the possession of the Apartment.

18.3 All defaults, breaches and/or non-compliance of any of the terms and conditions of this Agreement and/or the Allotment Letter shall be deemed to be events of defaults liable for consequences stipulated herein. Some of the indicative events of defaults are mentioned below which are merely illustrative and not exhaustive:

- (i) Failure by the Allottee/Transferee to countersign and return the Promoter/Transferor's copy of the Allotment Letter to the Promoter/Transferor within the time stipulated therefor in the Allotment Letter.
- (ii) Failure to make the payments within the date stipulated therefor in the Allotment Letter or in this Agreement of the Sale Price, stamp duty, registration fee, legal expenses, any incidental charges, including, but not limited to, security deposit,

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lease rent, deposits for bulk supply of electrical energy, taxes, as may be notified by the Promoter/Transferor to the Allottee/Transferee from time to time.

- (iii) Failure to execute and register the transfer deed or any other deed/ document/ undertakings/ indemnities etc. or to perform any other obligation, if any, set forth in any other agreement with the Promoter/Transferor relating to the Apartment. Failure to take possession of the Apartment within the date stipulated by the Promoter/Transferor in its notice for possession.
- (iv) Failure to execute the Maintenance Agreement and/or to pay on or before its due date the Maintenance Charges, maintenance security deposits, or any increases in respect thereof, as demanded by the Promoter/Transferor, its nominee, other Body or Association of Owners/Association of the Smart Homes Zone or Renaissance, as the case may be.
- (v) Failure, pursuant to a demand by the Promoter/Transferor in terms of this Agreement, to become a member of the association of owners of the Smart Homes Zone and/or Renaissance or to pay subscription charges etc. as may be required by the Promoter/Transferor or the association of owners, as the case may be.
- (vi) Assignment of the Allotment Letter or any interest of the Allottee/Transferee therein without prior written consent of the Promoter/Transferor.
- (vii) Dishonour of any cheque(s) given by any Allottee/Transferee for any reason whatsoever.
- (viii) Failure to abide with the Development Control Regulations/Hand Book.
- (ix) Any other acts, deeds or things which the Allottee/Transferee may commit, omit or fail to perform in terms of this Agreement, any other undertakings, affidavits, indemnities etc. or as demanded by the Promoter/Transferor which in the opinion of the Promoter/Transferor amounts to an event of default and the Allottee/Transferee shall be bound to abide by the decision of the Promoter/Transferor in this regard which shall be final and binding on the Allottee/Transferee.

18.4 Without prejudice to the rights of the Promoter/Transferor to charge interest in terms of this Agreement, upon the occurrence of any one or more of event(s) of

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default under this Agreement including, but not limited to, those specified above, the Promoter/Transferor may at its sole discretion shall issue a notice of such default to the Allottee/Transferee and the Allottee/Transferee shall be provided with a period of fifteen (15) days from the date of such notice to cure the said default or breach. In the event that the Allottee/Transferee fails to cure such default or breach, within fifteen (15) days from the date of notice (or such default or breach is not capable of being rectified), the Promoter/Transferor shall have the option to cancel and terminate this Agreement by sending a cancellation letter by Registered/Speed Post with A/D at the address provided by the Allottee/Transferee(s) and/or e-mail at the e-mail address provided by the Allottee/Transferee, intimating him of the specific breach or default of terms and conditions in respect of which the Promoter/Transferor is cancelling and terminating this Agreement. On such cancellation, the allotment and this Agreement shall stand immediately cancelled and the Allottee/Transferee shall have no right whatsoever with respect to the Apartment. Upon cancellation of the allotment and termination of the Agreement, the Promoter/Transferor shall, within 45 (forty-five) days from such termination, refund by way of cheque/demand draft all amounts paid by the Allottee/Transferee till the date of cancellation less the Cancellation Charges without interest, being the liquidated damages payable to the Promoter/Transferor:

19. DISPUTE RESOLUTION

- 19.1 The Parties shall attempt in good faith to resolve any dispute, difference, conflict or claim arising out of or in relation to the Agreement through negotiations. If the dispute has not been settled through negotiation within fourteen (14) days from the date on which either Party has served written notice on the other of the dispute (“Dispute Notice”) then the following provisions shall apply.
- 19.2 In the event of a dispute arising out of or in connection with the Agreement not being resolved in accordance with the above provisions, then in that event, shall be settled through the adjudicating officer appointed under the Applicable Laws.

20. MISCELLANEOUS

- 20.1 **Compliance of laws relating to remittances**

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The Allottee/Transferee, 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 and Rules and Regulations made thereunder or any statutory amendment(s) 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/Transferor with such permission, approvals which would enable the Promoter/Transferor 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 statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/Transferee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter/Transferor accepts no responsibility in this regard. The Allottee/Transferee shall keep the Promoter/Transferor fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/Transferee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/Transferee to intimate the same in writing to the Promoter/Transferor immediately and comply with necessary formalities if any under the applicable laws. The Promoter/Transferor shall not be responsible towards any third party making payment/remittances on behalf of any Allottee/Transferee and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Promoter/Transferor shall be issuing the payment receipts in favour of the Allottee/Transferee only.

20.2 Compliance of laws, notifications etc. by the Allottee/Transferee

The Allottee/Transferee is entering into this Agreement for the allotment of the Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the projects in general and this Project in particular. That the Allottee/Transferee hereby undertakes that he/she/it shall comply with and carry out, from time to time after he/she/it has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment at his/her/its own cost.

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The Allottees/Transferees shall from time to time sign all applications, papers, documents, maintenance agreements, electricity agreements and other relevant papers, as required, in pursuance of the Allotment made to the Allottee and do all acts, deeds and things as the Promoter/Transferor may require of the Allottee/Transferee in the interest of Smart Homes Zone and/or Renaissance


20.3 Development Control Regulations:

The Allottees/Transferees shall abide by the terms and conditions of the Development Control Regulations/ Hand Book to be issued by the Promoter/Transferor to enable it to regulate the future developments of Renaissance. The Development Control Regulations shall at all times be considered a part of this Agreement and shall survive the transfer deed in respect of the Property in favour of the Allottee/Transferee. Any violation of this condition shall entitle the Promoter/Transferor to seek remedies provided under this Agreement in cases of breach, non-payment, defaults etc.

20.4 Binding effect

Forwarding this Agreement to the Allottee/Transferee by the Promoter/Transferor does not create a binding obligation on the part of the Promoter/Transferor or the Allottee/Transferee until, firstly, the Allottee/Transferee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Schedule within 15 (fifteen) days from the date of receipt by the Allottee/Transferee and secondly, appears for registration of the same before the concerned Registrar as and when intimated by the Promoter/Transferor. If the Allottee/Transferee fails to execute and deliver to the Promoter/Transferor this Agreement within 15 (fifteen) days from the date of its receipt by the Allottee/Transferee and/or appear before the Registrar for its registration as and when intimated by the Promoter/Transferor, then the Promoter/Transferor shall serve a notice to the Allottee/Transferee for rectifying the default, which if not rectified within 15(fifteen) days from the date of its receipt by the Allottee/Transferee, application of the Allottee/Transferee shall be treated as cancelled and all sums deposited by the Allottee/Transferee in connection therewith shall be returned to the Allottee/Transferee without any interest or compensation whatsoever after deducting cancellation charges.

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Further in case of joint allottees, any document signed/accepted/acknowledged by any one of the Allottee/Transferee shall be binding upon all the other joint Allottees/Transferees

20.5 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, as the case may be.

20.6 Right to amend

This Agreement may only be amended through written consent of the Parties. However it is clarified that the parties shall be bound to enter into a fresh Agreement to Sale annulling this Agreement, if required to do so, under the WBHIRA and/or any other applicable law for the time being in force.

20.7 Provisions of this Agreement applicable on the Allottee/Transferee/subsequent Allottee/Transferees

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

20.8 Waiver not a limitation to enforce

The Promoter/Transferor may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee/Transferee in not making payments as per the Payment Schedule including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee/Transferee that exercise of discretion by the Allottee/Transferee in the case of one purchaser shall not be construed to be a precedent and/or binding on the Promoter/Transferor to exercise such discretion in the case of other Allottee/Transferees. Failure on the part of the Promoter/Transferor 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 hereinafter to enforce each and every provision.

20.9 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.

20.10 Method of calculation of proportionate share wherever referred to in this Agreement

Wherever in this Agreement it is stipulated that the Allottee/Transferee has to make any payment, in common with other Allottee/Transferees in the Smart Homes Zone, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the units in the Smart Homes Zone.

20.11 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 of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

20.12 Place of execution and Stamp duty and Registration Fees

The execution of this Agreement shall be complete only upon its execution by the Promoter/Transferor through its authorized signatory and the Allottee/Transferee at the Promoter/Transferor's Office, or at some other place, which may be mutually agreed between the Promoter/Transferor and the Allottee/Transferee, in Burdwan and after the Agreement is duly executed by the parties the said Agreement shall be registered at the office of the concerned Registrar. Hence this Agreement shall be deemed to have been executed at Burdwan.

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The stamp duty, registration fees and other incidental charges in respect of this Agreement shall be borne and paid by the Allottee/Transferee.

20.13 Non-waiver

Any failure or delay by the Parties in exercising any right or remedy provided by law under or pursuant to this Agreement shall not impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

20.14 Indemnity

Each Party ("Indemnifying Party") shall indemnify and agrees to defend and to keep the other ("Indemnified Party") indemnified including its successors, officers, directors, agents and employees and save harmless against all costs, expenses (including attorneys' fees), charges, loss, damages, claims, demands or actions of whatsoever nature by reason of:

- i. the non-performance and non-observance of any of the terms and conditions of the Agreement by the Indemnifying Party;
- ii. acts of negligence or intentional misconduct by the Indemnifying Party;
- iii. breach of the provisions of this Agreement by the Indemnifying Party;
- iv. any representation and warranty, express or implied, by the Indemnifying Party found to be misleading or untrue;
- v. failure by the Indemnifying Party to fulfill its obligations under any applicable law; and

20.15 Co-operation

Should any claim, demand, suit or other legal proceeding be made or instituted by any Party against any third party which arises out of any of the matters relating to this

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Agreement, each Party shall give the other all pertinent information possessed by such Party and reasonable assistance in the defence or other disposition thereof.

20.16 Further Assurances

The Parties shall, with all reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by the Agreement and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to effect the purpose of the Agreement and carry out its provisions.

20.17 Relationship of Parties

The Agreement is entered amongst the Parties on principal to principal basis.

20.18 Notices

All notices to be given by any Party to the other whether hereunder or otherwise shall be given in writing and signed by the Party giving it. Such notice shall be served by delivering by hand or sending by e-mail or courier or speed/registered post with A/D to the address set forth below in respect of each Party:

A. PROMOTER/TRANSFEROR:


Address : Shrachi Tower, 686, Anandapur, Eastern Metropolitan
Bypass – R.B. Connector Junction, Police Station:
Anandapur, Post Office: Madurdaha Kolkata: 700107
E-mail : sales@shrachi.com
Attn : Mr. Anshuman Sarkar

B. ALLOTTEE/TRANSFeree:

Address : [●]
E-mail : [●]
Attn : Mr/Ms

That in case there are joint Allottee/Transferees all communications shall be sent by the Promoter/Transferor to the Allottee/Transferee whose name appears first and at the

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address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees/Transferees.

20.19 Jurisdiction

The Courts at Kolkata shall have exclusive jurisdiction.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AS OF THE DATE FIRST ABOVE WRITTEN.

Signed for and on behalf of
[SHRACHI BURDWAN DEVELOPERS PRIVATE LIMITED]

By :

Title :

FOR INDIVIDUALS

Signed by
[ALLOTTEE/TRANSFEE]

By :

FOR INDIVIDUALS (POA)

Signed for and on behalf of
[ALLOTTEE/TRANSFEE]

By :

Title : Power of Attorney holder

FOR OTHER THAN INDIVIDUALS

SHRACHI BURDWAN DEVELOPERS PRIVATE LIMITED


Authorised Signatory

Signed for and on behalf of
[ALLOTTEE/TRANSFeree]

By :

Title :

SCHEDULE 1
PART A

(Description of the Project Land)

ALL THAT the piece and parcel of land measuring an area of 254.74 Acres comprised in several plots having R.S./C.S plot numbers in Mouza: Goda, J.L. No.- 41, Mouza: Isufabade, J.L. No.- 17, Mouza: Nababhat, J.L. No. 16 and Mouza: Kantrapota J.L. No.- 28 all within Police Station Burdwan, District Purba Burdwan and adjoining NH- 2 within the state of West Bengal as written hereunder.

Sl. No.	Mouza	J.L. No	Police Station	District	Area(in Acre)
1.	Goda	41	Burdwan	Burdwan	147.86
2.	Nababhat	16	Burdwan	Burdwan	5.47
3.	Isufabad	17	Burdwan	Burdwan	15.56
4.	Kantrapota	28	Burdwan	Burdwan	85.85

Total : 254.74 Acres

PART B

(Chain of Title of Project Land)

- (a) Burdwan Development Authority("BDA") , with the approval of the Land and Land Reforms Department, Govt. of West Bengal, had acquired the Land under the Land Acquisition Act, 1894 through the LA Collector, Burdwan and had duly taken possession thereof from the LA Collector on 26th February, 2007.
- (b) By a Memorandum of Agreement dated 8th March, 2006, BDA had engaged Bengal Shrachi Housing Development Limited ("Bengal Shrachi") for development of the Project Land by constructing an integrated Township

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thereat ('the Township') and had thereafter handed over its possession to Bengal Shrachi.

- (c) With the consent of BDA, Bengal Shrachi along with one Xander Investment Holding VI Limited had incorporated a SPV named Shrachi Burdwan developers Private Limited(the 'Promoter/Transferor'), primarily for developing the Township, which has been christened "Renaissance", and Bengal Shrachi had handed over possession of the Project Land to the Promoter/Transferor therefor.
- (d) By the Head Lease BDA has leased the entire Project Land to the Promoter/Transferor under the terms and conditions therein, Thus the Promoter/Transferor is now the Lessee of the Project Land.

SCHEDULE 2

[The Smart Homes Zone]

The Zone being the plot of land, out of the Project Land described in Part A of Schedule 1, having a Total Area of Acres comprising in:-


<u>R.S & L.R. Dag No.</u>	<u>Area (Sq. Mtr.)</u>	<u>Area (Acre)</u>	<u>Mouza</u>	<u>LR Khatian No</u>
.....
.....
.....
.....
.....
.....
.....

SCHEDULE 3

(Apartment)

ALL THAT the Apartment bearing no. on the Floor of the Tower being Tower no. having carpet area of [] square meter ([] square feet), equivalent to built-up area of [] square meter ([] square feet), equivalent to super built-up area of [] square meter ([] square feet) together with Open/Covered Car/Two wheeler parking space No. together with the undivided, proportionate, impartial and singly non-transferable share

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in the land comprised in the Smart Homes Zone equivalent to sq. mtrs. together with the undivided proportionate share in the Common Areas save those areas specifically earmarked for Parking Spaces.

**SCHEDULE 4
(Floor Plan of the Apartment)**

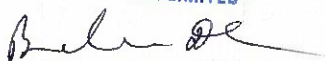
**SCHEDULE 5
(Sanctioned Plans)**

**SCHEDULE 6
("Other Charges & Deposits")**

**Part-I
[Other Charges]**

1. **Electricity Service Connection Charge:** Costs incurred in making arrangements with WBSEDCL on actual for giving direct L.T connection to the Allottee/Transferee will be payable to the Promoter/Transferor by the Allottee/Transferee.
2. **Association Formation Charges:** Costs incurred by the Promoter/Transferor for formation of Association will be payable to the Promoter/Transferor by the Allottee/Transferee on actual.
3. **Documentation Charges:** The documentation charges or legal fees shall be paid by the Allottee/Transferee at the rate of 1 % (One per cent) of the Total Sale Price.
4. **External Development Charges:** The External Development Charges calculated at the rate of Rs./- (.....) per square feet of the constructed area of the Apartment shall be payable by the Allottee/Transferee to the Promoter/Transferor.
5. **Lease Rent:** The Allottee/Transferee shall pay the rental charges under the Head Lease to the Burdwan Development Authority (BDA) in respect of the the undivided, proportionate, impartial and singly non-transferable share in the land comprised in the Smart Homes Zone equivalent to sq. mtrs. for the residue period of the Head Lease as

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also its renewals, if any, to be revised upwards of every 5 (five) years as contained in the Head Lease without any deductions of whatsoever nature and/or kind.

6. **Generator facility for inner consumption:** A sum of Rs./- (Rupees only) shall be compulsorily payable by the Allottee/Transferee towards proportionate cost of providing stand-by generator of 500 Watts for internal consumption in the Apartment. Additionally, the Allottee/Transferee may, upgrade to stand-by generator of 1000 Watts at an additional cost of Rs./- (Rupees only).

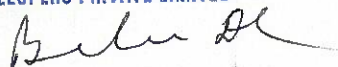
Further other miscellaneous charges, taxes, levies or penalties in relation to the transfer of the Apartment including preparation of the Transfer Deed and other documents if any to be executed in pursuance thereof shall also be paid by the Allottee/Transferee.

Part-II
[Deposits]

1. **Corpus Deposit:** An interest free corpus deposit calculated at the rate of Rs./- (Rupees) per Cottah ("**Corpus Deposit**") for the Apartment shall be paid by the Allottee/Transferee to the Promoter/Transferor, on or before a date to be notified by the Promoter/Transferor which date shall not be a date later than the Possession Date. The amount of such Corpus Deposit payable shall be intimated by the Promoter/Transferor on or before possession date. The Corpus Deposit shall be used by the Promoter/Transferor /Maintenance Company/Association for repair of the Project provided therein. Notwithstanding the above, the Promoter/Transferor reserves the right to utilize this deposit to adjust any realizable dues from the Allottee/Transferee. The unused portion of the Corpus Deposit shall be transferred to the Association without interest when incorporated.
2. **Electricity Security Deposit:** Deposits on actual to be incurred regarding obtaining of L.T. connection from WBSECDL will be payable to the Promoter/Transferor by the Allottee/Transferee.

SCHEDULE 7
("Common Expenses")

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The expenses of the Common Portions mentioned herein will be proportionately shared by the Allottee/Transferee with all the other Allottee/Transferees as follows:

1. The costs and expenses relating to the Project shall be borne by all the Allottee/Transferee in the proportion constructed area of any Apartment will bear to the area of all the other constructed areas in the Project which will include all costs for maintaining the Common Portions.
2. Some of the expenses mentioned herein may be common to all the Allottee/Transferee or only to those of any particular Apartment as be decided by the Promoter/Transferor or the Association, as the case may be.
3. The expenses for maintenance, operation, and renovation etc. of the Project shall be borne and paid by the Allottee/Transferee to the extent and in the manner the Promoter/Transferor or the Association, as the case may be, may decide.
4. The expenses shall, inter-alia, include the following:
 - i. **Maintenance:** All expenses for maintaining, operating, repairing, renovating, upgrading, painting, rebuilding, reconstructing, decorating, replacing, amending, renewing and where appropriate cleansing of the Common Portions and plantation of trees, maintaining the garden and supplying of round the clock water.
 - ii. **Staff:** The salaries, emoluments and all other financial benefits of the persons to be employed by the Promoter/Transferor or the Association, as the case may be, for managing and maintaining and security of the Common Areas and facilities and utilities of the Project.
 - iii. **Operational:** All expenses for running and operating, including electricity charges of the utilities and facilities, which shall include cost of repairing, upgrading, renovating or replacing any of them and include electricity charges.
 - iv. **Insurance:** Costs towards payment of premium for insuring the Apartment, Common Portions.
 - v. **Rates, taxes and outgoings:** All rates, levies, taxes, lease rent or fees that are to be paid by the Promoter/Transferor or the Association, as the case may be, for providing the services, which are payable under any existing law or enforced under any other enactment in future.
 - vi. **Others:** Any other expenses incurred by the Promoter/Transferor or the Association, as the case may be, in respect of the Project and its Common Portions, not specifically mentioned herein including, but not restricted to, litigation expenses.

SCHEDULE 8
("Common Rules")

1. The Allottee/Transferee shall not:

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- 1.1 Not to engage in any activity, which is offensive, obnoxious or injurious to public health
- 1.2 Not to use or allow any part of the Apartment to be used for any illegal or immoral purposes or any other purpose which may cause annoyance or inconvenience to of the other occupiers in the Project
- 1.3 Not to use or allow to be used the Apartment or any part or portion thereof for the purpose of public guest house, hotel, boarding house or for any other purpose similar thereto
- 1.4 Not to claim any right, title and/or interest of whatsoever nature or kind over or in respect of any other part or portion of the Project
- 1.5 Not to make any alteration or modifications in the structure without the approval of the Promoter/Transferor
2. **The Allottee/Transferees shall:**
 - 2.1 Carry out the terms embodied in this Deed as well as those in the Head Lease and will continue to be bound thereby
 - 2.2 Carry out, observe and fulfill the General Terms and Conditions, a copy whereof has been received by the Allottee/Transferee while making the application for allotment, and other terms and the rules that have since been promulgated and may hereafter be promulgated for or relating to development, control, code of conduct, infrastructure and aesthetic controls and/or any other Code or Rules, which have been handed over to the Allottee/Transferee at or before the execution hereof or will be handed over to the Allottee/Transferee from time to time which may, hereafter, be introduced by way of amendment or otherwise by or on behalf of the Promoter/Transferor for the beneficial use and enjoyment of the Project by all its occupiers
 - 2.3 Pay the lease rent to BDA in advance for the year for which the same is payable
 - 2.4 Pay any increase in the lease rent as and when the same is revised
 - 2.5 Pay the Maintenance Charges i.e. the charges for maintenance of the Common Portions, at such rate as may be fixed from time to time
 - 2.6 Pay, in case it delays or defaults in making payment of the Maintenance Charges hereafter called the "**Allottee's/Transferee's Payables**", within the stipulated time for its payment, without prejudice to other rights of the Promoter/Transferor, interest @ 18% per annum on the defaulted amount of the Allottee's/Transferee's Payables till the date of payment along with interest thereon
 - 2.7 Pay or cause to be paid all rates and taxes or imposition which are now or hereinafter payable in respect of the Apartment

- 2.8 Pay for the supply of electricity consumed by the Allottee/Transferee at the Apartment at such rate which may be fixed by the Promoter/Transferor or any other agency setup by the Promoter/Transferor or directly to the electric energy supplier, as the circumstances may require
- 2.9 Pay for the supply of reticulated gas consumed by the Allottee/Transferee at the Apartment at such rate which may be fixed by the Promoter/Transferor or any other agency setup by the Promoter/Transferor or any agency / body directed by the Promoter/Transferor
- 2.10 Pay or cause to be paid all rates and taxes or imposition, including Goods and Service tax and VAT, if any, payable, on the Allottee's/Transferee's Payables which are now or hereinafter in future be payable in respect thereof
- 2.11 Use and enjoy all the Common Portions subject to such restrictions which the Promoter/Transferor or any other agency set up by the Promoter/Transferor or BDA for the purpose of management and maintenance of the Project impose in the interest of all
- 2.12 Use the Apartment solely for residential purpose and for none other and not convert it or any part thereof into a place of public worship or for any commercial purpose of whatsoever or kind
- 2.13 Give up the Apartment on demand if it or any part thereof is at any time required by the Government for any public purpose when the Allottee/Transferee will be entitled to refund of the entire amount of compensation money paid by the Government in respect of the Apartment
- 2.14 Permit the concerned authorities including the Promoter/Transferor, BDA and their respective agents on 24 hours notice and at all reasonable hours to enter upon the Apartment to view its condition for all reasonable purposes
- 2.15 Keep the Apartment reasonably clean and in habitable condition
- 2.16 Keep the boundary wall around the Apartment in good repairs, well maintained and properly painted at all material times
- 2.17 Be deemed to have undertaken that it is well aware and admits that the Common Portions including without limitation all common areas, services and facilities such as roads, water systems, drainages, garbage disposal systems, landscapes, sewerage treatment plant and sewerage system of the Project shall always remain the property of the Promoter/Transferor and though the Promoter/Transferor will be responsible for their maintenance and management, either by itself or through a management agency which may be formed for the maintenance and management of the Project, the Allottee/Transferee shall have to pay proportionate charges for such maintenance and under no circumstances will the Allottee/Transferee object to

- the Promoter/Transferor transferring these areas, services and/or facilities and the responsibility of the maintenance and management thereof to any agency setup by the Transferor, hereafter called the "FMC", for the purpose of management and maintenance of the Common Portions. It is clarified that the FMC shall at all time work under the guidance of the Advisory Body (a body having representatives of the Promoter/Transferor and the elected members of the Owners Association as mentioned in the Maintenance Agreement.)
- 2.18 Allow persons without any obstruction or hindrance authorized by the Promoter/Transferor or BDA to inspect, repair and clear the sewerage lines, water lines and the electrical lines passing through or over the Apartment or to do any other work in connection therewith required for the proper maintenance, usage and/or safety of the Project
- 2.19 Have no right to interfere with in any manner, any project or activity within the Project save and except through the Advisory Body
- 2.20 Allow the Promoter/Transferor and/or BDA to re enter and take possession of the Apartment in default of observance and performance by the Allottee/Transferee of any of the terms and conditions and covenants on its part
- 2.21 Comply with all the terms, conditions and obligations as mentioned in the Head Lease
- 2.22 Apply for and have the Apartment separately mutated and assessed in its name in the records of all concerned authorities and shall pay taxes accordingly
- 2.23 Continue to keep deposited the amount of the 'Sinking Fund & / or Corpus Deposit &/ or other Deposits by whatever named called', if any, deposited by it with the Promoter/Transferor and deposit such further sum if so required on demand with the Promoter/Transferor or the FMC, as the case may be in consultation with the Advisory Body
- 2.24 Comply with and abide by the rules and regulations of utilization of the Project known as the Development Control Regulation or Handbook for Renaissance as framed by the Promoter/Transferor or the FMC in consultation with the Advisory Body from time to time
- 2.25 Execute agreements with the FMC for the upkeep of the common areas of the Project in consultation with the Advisory Body
- 2.26 Pay monthly maintenance charges as and when requested by the FMC in consultation with the Advisory Body
- 2.27 Ensure and arrange at their own cost and efforts all precautionary measures like shoring, piling etc as required to protect the structure and services on the adjacent plots/properties and the common infrastructure of the Project during construction of any building/ structure, laying of services in the said

plot/property or in the event of any additional construction, alteration, modification as per approved plan and complying with all statutory guidelines thereon

SCHEDULE 9

("Common Areas")

Township Common Portions

1. 33 KV Sub Station and several distribution sub station
2. Sewerage Treatment Plant and Sewerage System
3. Water Body.
4. Green Area including landscaped and hard-scaped areas
5. Main Roads & Cluster Roads.
6. Drainage System.
7. Street Lights
8. Entrance Plaza
9. Peripheral Boundary Wall

Zonal Common Portions

1. Driveways & walk ways.
2. Central Greens, landscaped greens.
3. Underground Water Reservoir.
4. Pump Room.
5. Utility Room.(if any)
6. Borewell (if any)
7. Water Supply System.
8. DG Room/AMF panel room.
9. Electrical sub-station.
10. Sewage system including pipelines/manholes.
11. Storm water drain; pipelines, inspection pits and chamber.
12. Electrical System
13. Water supply pipelines and system including but not limited to pumps/values etc.
14. Street Lights within the Zone
15. Cable Trenches

Tower Common Portions

1. Roof, Mumty room
2. Stair Case and its landings, Lobbies
3. Lift Lobbies and Lift machine room (if any)
4. Overhead Water Tank and pipelines
5. Electrical wires, cables, in common areas, meter room
6. Driveways & Walkways
7. Outer Façade of the building.

SCHEDULE 10

(Details of the Sale Price)

The Sale Price for the Apartment is Rs. _____/- (Rupees _____ only ("Sale Price")) :

Tower	Rate of Apartment per square feet
Apartment No.	
Type _____	
Floor _____	

Explanation:

- (i) The Sale Price above includes the booking amount paid by the Allottee/Transferee to the Promoter/Transferor towards the Apartment;
- (ii) The Sale Price above includes Taxes (consisting of tax paid or payable by the Promoter/Transferor by way of GST, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter/Transferor) up to the date of handing over the possession of the Apartment;

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee/Transferee to the Promoter/Transferor shall be increased/reduced based on such change/modification;

- (iii) The Promoter/Transferor shall periodically intimate to the Allottee/Transferee, the amount payable as stated in (i) above and the Allottee/Transferee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter/Transferor shall provide to the Allottee/Transferee 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;
- (iv) The Sale Price of the Apartment includes *pro rata* share in the Common Areas as provided in this Agreement.

SCHEDULE 11

(Payment Schedule)

On Booking	Rs. 50,000 + Taxes
On Agreement (30 days from the date of booking)	20% of Sale Price less Rs. 50,000/- + Taxes
On Completion of Foundation	15% of Sale Price + Taxes
On Completion of First Floor Roof Casting	15% of Sale Price + Taxes
On Completion of Third Floor Roof Casting	15% of Sale Price + Taxes
On Completion of Fourth Floor Roof Casting	15% of Sale Price + Taxes
On Completion of Brick work	10% of Sale Price + Taxes
On Completion of External Plaster	5% of Sale Price + Taxes
On Notice of Possession	5% of Sale price + 100% Other Charges + Taxes

SCHEDULE 12

(Specifications, Amenities and Facilities for the Apartment)

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Structure		RCC Framed structure
Staircase & Lobby		Mix of Tiles and Stone
Floor finish	Living & Dining	Vitrified tiles
	Master Bedroom	Vitrified tiles
	Other Bedrooms	Vitrified tiles
	Balcony	Anti skid Ceramic Tiles
Kitchen	Floor	Anti skid Ceramic Tiles
	Platform	Granite counter ceramic tiled dado upto 2 ft height
	Sink	Stainless Steel Provision for exhaust fan
Toilet	Floor	Anti skid Ceramic Tiles
	Fittings	Reputed make CP fitting
	Commode	Western style
	Water points	Hot and cold water points and provision for geyser in all toilets
	Wall	Ceramic tiles upto 7 ft height
Windows		Aluminium Glass Windows
Wall Finish	Exterior	Weather coat paint
	Interior	POP
Electrical	Switches	Modular Switches of reputed make
	MCB	MCB of reputed make
	Wiring	Concealed PVC copper wiring
	Telephone points	Living room & master bedroom
	TV Point	Provision in living room and Master bedroom
	Electrical points	Adequate light and fan points
	AC	AC points in master bedroom and living dinning
	Security system	CCTV cameras at complex entry
Lift		Lift of reputed make
Doors	Main door	Teak veneer polished flush door
	Toilet doors	PVC doors

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