

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("**Agreement**") executed on
this _____ day of _____, 2018

By and Between

1. **Sparkling Heights Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U45400WB2014PTC200263) having its registered office at 53/4, P.N. Middy Road, Police Station Belgharia, Post Office Belgharia, Kolkata-700056 [PAN AAUCS3337H]
2. **Astounding Estates Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U70102WB2013PTC197156), having its registered office at Ganges Garden, Phase-II, Block-GA 6, 3rd Floor, 106, K.C. Singha Road, Police Station Shibpur, Post Office Shibpur, Howrah-711102 [PAN AALCA9668G]
3. **Bumpy Vaypaar Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U74900WB2014PTC200265), having its registered office at 19, Kalidas Lahiri Lane, 3rd Floor, P.O. & P.S. Baranagar, Kolkata-700036 [PAN AAFCB8562L]
4. **Starstore Dealers Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U74900WB2014PT199796) having its registered office at 1/133, Azadgarh, 3rd Floor, P.O. & P.S. Regent Park, Kolkata-700 040 [PAN AAUCS2099E]
5. **Sumptuous Builders Private Limited**, a company incorporated under the Companies Act, 1956, (CIN U70102WB2013PT199205) having its registered office at Ganges Garden, Phase-II, Block-GA 6, 3rd Floor, 106, K.C. Singha Road, Police Station Shibpur, Post Office Shibpur, Howrah-711102 [PAN AAUCS0244H]
6. **Khatu Barter Private Limited**, a company incorporated under the Companies Act, 1956, (CIN U52110WB2006PTC111063) having its registered office at Room No. 302, 3rd Floor, Narayani Building, Police Station Hare Street, Post Office GPO, Kolkata-700001 [PAN AACCK8673Q]
7. **Gladiolus Abasan Private Limited**, a company incorporated under the Companies Act, 1956, (CIN U45400WB2014PTC202229) having its registered office at BE-61, 1st Floor, Police Station Bidhannagar, Post Office Salt Lake City, Kolkata-700064 [PAN AAFCG6445D]
8. **Confitech Niwas Private Limited**, a company incorporated under the Companies Act, 1956, (CIN U45400WB2014PTC202232) having its registered office at BE-61, 1st Floor, Police Station Bidhannagar, Post Office Salt Lake City, Kolkata-700064 [PAN AAFCC6902P]
9. **Freesia Properties Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U70102WB2014PTC203101), having its registered office at 53/4, P.N. Middy Road, Police Station Belgharia, Post Office Belgharia, Kolkata-700056 [PAN AACCF4361J]
10. **Hedonistic Homes Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U70102WB2014PTC199314), having its registered office at Ganges Garden,

Phase-II, Block-GA 6, 3rd Floor, 106, K.C. Singha Road, Police Station Shibpur, Post Office Shibpur, Howrah-711102 [**PAN AADCH3281L**]

11. **Owely Merchants Private Limited**, a company incorporated under the Companies Act, 1956 (**CIN U74999WB2013PTC194327**), having its registered office at 53/4, P.N. Middya Road, Police Station Belgharia, Post Office Belgharia, Kolkata-700056 [**PAN AACCO0593K**]
12. **Chicot Villa Private Limited**, a company incorporated under the Companies Act, 1956 (**CINU45200WB2013PTC194326**), having its registered office at 1/133, Azadgarh, 3rd Floor, P.O. & P.S. Regent Park, Kolkata-700 040 [**PAN AAFCC8107L**]
13. **Aroha Tradelink Private Limited**, a company incorporated under the Companies Act, 1956 (**CIN U51909WB2014PTC204428**), having its registered office at BE-61, 1st Floor, Police Station Bidhannagar, Post Office Salt Lake City, Kolkata-700064 [**PAN AANCA0793L**]
14. **Reward Buildcon Private Limited**, a company incorporated under the Companies Act, 1956 (**CINU70102WB2015PTC204878**), having its registered office at 27, Biplabi Trailakya Maharaj Sarani, Police Station Hare Street, Post Office GPO, Kolkata-700001 [**PAN AAHCR1610B**]

All 1 to 14 being represented by their constituted attorney **IXORA REALTY LLP** [**PAN : AAFFI1537F**], a Limited Liability Partnership Firm, incorporated under the Limited Liability Partnership Act, 2008 (**LLPIN AAD-5582**), having its registered office at Room No. 101, 1st Floor, Narayani Building, 27, Brabourne Road, Kolkata-700001, Police Station Hare Street, acting through its Designated partner, _____, son of _____ of Room No.101, 1st Floor, 27, Brabourne Road, Kolkata-700001, Police Station Hare Street duly authorised vide resolution dated ___ day of _____, 20___ (collectively **Owners**, include successors-in-interest)

And

IXORA REALTY LLP [**PAN AAFFI1537F**], a Limited Liability Partnership Firm, incorporated under the Limited Liability Partnership Act, 2008 (**LLPIN AAD-5582**), having its registered office at Room No. 101, 1st Floor, Narayani Building, 27, Brabourne Road, Kolkata-700001, Police Station Hare Street, acting through its Designated partner, _____, son of _____ of Room No.101, 1st Floor, 27, Brabourne Road, Kolkata-700001, Police Station Hare Street duly authorised vide resolution dated ___ day of _____, 20___ hereinafter referred to as the “**Developer**”(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being of the said LLP, the survivor or survivors

of them and their heirs, executors and administrators of the last surviving partner and his/her/their assignees).

The “**Owners**” and “**Developer**” shall hereinafter collectively, be referred to as the “**Promoter**”

And

[If the Allottee is a Company]

_____ LTD (PAN_____), (CINno._____) a Company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at_____, represented by its authorized signatory,_____, (Aadhar no._____) duly authorized vide board resolution dated _____,hereinafter referred to as the “**ALLOTTEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN_____), represented by its authorized partner, _____ ,(Aadhar no._____) authorized vide Partners resolution dated ____ hereinafter referred to as the “**ALLOTTEE**”(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said Partnership, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and a Partnership).

[OR]

[If the Allottee is an Individual]

Mr./Ms. _____, (Aadhar no. _____) son /daughter of _____, aged about _____ residing at _____, (PAN _____), hereinafter called the “ALLOTTEE” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the allottee’s heirs, executors, administrators, successors-in-interest and permitted assigns).

(Repeat above for Joint Allottees)

[OR]

[if the Allottee is an LLP]

_____ LLP, (PAN . _____) a Limited Liability Partnership having its principal place of business at _____, (PAN _____), represented by its authorized signatory _____, Aadhar no. _____, PAN _____, duly authorized vide Partners meeting dated _____, hereinafter referred to as the “ALLOTTEE” which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners are partners for the time being of the LLP and/or the Partner’s legal heirs, executors administrators, successors-in-interest and permitted assigns)

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____) hereinafter referred to as the “ALLOTTEE” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and the irrespective heirs, executors, administrators and permitted assigns).

The “Promoter” and “Allottee” shall hereinafter, collectively, be referred to as the “Parties” and individually as a “Party”

DEFINITIONS:

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

- (a) “**Act**” means the West Bengal Housing Industry Regulation Act, 2017(West Ben. Act XLI of 2017);
- (b) “**Rules**” means the West Bengal Housing Industry Regulation Rules, 2018 made d under the West Bengal Housing industry Regulation Act, 2017;
- (c) “**Regulations**” means the Regulationsmade under the West Bengal Housing industry Regulation Act, 2017;
- (d) “**Section**” means a section of the Act.

WHEREAS:

- A. The Owners are the absolute and lawful owners of the property more fully described in Part I of the First Schedule hereto, (Total Land) which was purchased by the Owners from time to time. The particulars of title of the purchased land more fully described in the Part II of the First Schedule hereto (Devolution of Title).
- B. By a Development Agreement dated 3rd July, 2015 and registered in the Office of the District Sub-Registrar Alipore, South 24 Pargnas recorded in Book No. I, Volume No. 1604-2015, Pages from 28569 to 28627, being Deed No. 160405192 for the year 2015 (Development Agreement), made between the Owners and the Developer, the Owners appointed the Developer as the Developer for developing and commercially exploiting the Said Total Land by constructing the six blocks thereon and selling various flats/spaces (collectively Flats) and parking spaces (collectively Parking Spaces) therein (such construction and sale collectively Project) on the terms and conditions recorded therein.

- C. The Owners have also granted a Power of Attorney dated 29th day of July, 2015 and registered in the Office of the District Sub-Registrar Alipore, South 24 Pargnas recorded in Book No. I, Volume No. 1604-2015, Pages from 47324 to 47372, being Deed No. 160405803 for the year 2015;
- D. The Total Land is being used for the purpose of development of an integrated housing project, thereon named as “ANANYA” comprising of residential apartments and other spaces and common areas (“**Project**”).
- E. The Promoter has caused a plan no. 115/CB/22/40 dated 19/08/2016 sanctioned by the Rajpur Sonarpur Minicipality for construction of 6 blocks of residential units (the “**said Plan**”) on a portion of the Total Land. The Promoter has started construction of 6 blocks and marketing since then comprising of G+4 floors in each Block of residential Units on the Total Land with provisions for common areas, amenities and facilities to be used in common by all occupants of the Project
- F. The Promoter is fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which project being constructed have been completed.
- G. The Promoter agrees and undertakes that it shall not make any changes to the Plan of the Project, except in strict compliance with the provisions of the Act and other laws as applicable;
- H. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on the ___ day of ___ under registration no. _____.
- I. The Allottee has applied for allotment of an apartment in the said Project under development vide application No. [.....] dated [.....] and has been allotted Apartment No.[.....]having carpet area of [.....] (_____) square feet, more or less, on the[.....] floor in the building named “.....” (the “**BUILDING**”) Block

....., along with [.....] Nos. covered parking/open parking/Two wheeler Parking No.[.....] admeasuring [.....] (_____) square feet, more or less, also along with balcony/Verandah admeasuring approximately [.....] square feet and along with Open Terrace [.....]having carpet area of [.....] square feet if applicable, as permissible under applicable law and of/together with pro rata share right in the Common Areas of the entire Project, which Common Areas is defined in the **THIRD SCHEDULE** hereunder written and/or as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the “**APARTMENT**” more particularly described in the **SECOND SCHEDULE** hereunder written) and the floor plan showing the Apartment in “**RED**” border thereon is annexed hereto and marked as “**ANNEXURE-A**”.

- J. The Parties have gone through all the terms and conditions set out in this Agreement and have understood the mutual rights and obligations detailed herein.
- K. The parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the Project.
- L. The Parties have clearly understood that registration of this agreement is mandatory as prescribed under the provisions of the Act and the Parties will comply with this mandatory requirement. In case of failure and/or non-compliance of this mandatory requirement by the Parties or any of them, then, and in such event, this Agreement shall be deemed to have been cancelled and the consequences arising out therefrom as mentioned elsewhere in this Agreement will follow.
- M. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- N. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the

Allottee hereby agrees to purchase the said Apartment, as specified in Para "I" above in the manner mentioned below.

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

1. TERMS :

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the said Apartment as more fully described in the **SECOND SCHEDULE** herein below.

1.2 The Total Price for the Apartment based on the carpet area of the Apartment is Rs._____-/- (Rupees ___ only) as per the details given in Part-I of the **FIFTH SCHEDULE**" hereunder written (the "**TOTAL PRICE**")

1.3 The Total Price has been arrived at in the following manner:

Sl. No.	Description	Area (in Sq.ft.)	Rate Per Square Feet (In INR)	Amount (In INR)
A.	Unit Price: a) Cost of Apartment/unit (Carpet Area) b) Preferential Location Charges (Carpet Area) c) Cost of exclusive balcony or verandah areas (Carpet Area) d) Cost of Open Terrace areas (Carpet Area)		<i>[Please specify square feet rate]</i>	<i>[Please specify total]</i>

	<p>e) Proportionate cost of Common Areas. with external wall thickness etc.</p>				
	<p>f) Covered car Park/Open Car Park/Two wheeler Parking Sub-Total (Unit Cost)</p>				
<p>B.</p>	<p>Other Charges:</p> <p>(a) Proportionate share of costs, charges and expenses of Generator Rs. 37.97/- per Sqft on Carpet Area (i.e. Rs. 25/- per Sq.ft. on Super Built Up area) (0.5KVA for 1BHK, 0.75KVA for 2BHK and 1KVA for 3BHK)</p> <p>(b) Proportionate share of installation of Transformer and electricity charges calculated @ Rs 113.91/- per sq. ft. on Carpet Area (i.e. Rs. 75/- per Sq.ft. on Super Built Up area) or as per actual</p> <p>(c) Contribution for becoming Member of the Association @ Rs 3.04/- per sq. ft. on Carpet Area (i.e. Rs. 2/- per Sq.ft. on Super Built Up area) .</p> <p>(d) Legal/documentation Charges</p>		<p>(a)_____</p> <p>(b)_____</p>	<p>(d) Rs 15,000/- (Rupees)</p>	

	<p>per Apartment. Documentation charges exclude registration / commissioning charges, stamp duty and registration fees, which shall be paid extra by the Allottee at actuals</p> <p>(e) Club Development Charges per Apartment Rs. 30,000/- per unit</p> <hr/> <p>Sub-Total (Other Charges)</p>		Fifteen Thousand) only per Apartment
C	Total GST (Goods and Service Tax)		
	Total Price (A+B+C)		
D	<p>DEPOSITS :</p> <p>(a) Interest Free advance common area maintenance charges for 12 months @ Rs. 2.13/- per Sqft per month on Carpet area. (i.e. Rs. 1.40/- per Sqft per month on Super Built Up area)</p> <p>(b) Sinking Fund @ Rs. 15.19/- per Sqft on Carpet area. (i.e. Rs. 10/- per Sqft on Super Built Up area)</p> <p>(c) Rates and Taxes @ Rs. 15.19/- per Sqft on Carpet area. (i.e. Rs. 10/- per Sqft on Super Built Up area)</p>		
	Total Consideration (A+B+C+D)		

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment.
- (ii) The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Apartment to the Allottee and the Project to the association of allottees after obtaining the completion certificate.
Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change / modification.
Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the said Project (as may be extended) the same shall not be charged from the Allottee.
- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of 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 Total Price of Apartment includes recovery of price of land, cost of construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electrical wiring, electrical connectivity to the Apartment, lift, water line and plumbing, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance deposits and other charges as mentioned in clause 1.2 above and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

- (v) Installation of Meter, registration/commissioning charges, Stamp Duty and registration fees, which shall be paid extra by the Allottee at actual.

- 1.4 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, costs/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/ regulation to that effect along with the demand letter/email being issued to the Allottee, which shall only be applicable on subsequent payments Provided That if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project (as extended) the same shall not be charged from the Allottee.

- 1.5 The Allottee(s) shall make the payment as per the payment plan set out in **Part-II**-of the **FIFTH- SCHEDULE** hereto (the “**PAYMENT PLAN**”).

- 1.6 It is agreed that the Promoter shall not make any additions and/or alterations in the sanction plans, lay-out plans and specifications and the nature of fixtures, fittings and amenities described herein in **FOURTH SCHEDULE** herein (which shall be in conformity with the advertisement, prospects etc on the basis of which sale is effected) in respect of the Apartment without the previous written consent of the Allottee, as per the provisions of the Act, provided that, the Promoter may make such minor additions or alterations, as may be required by the Allottee or such minor changes or alteration as per the provisions of the Act.

- 1.7 The Promoter shall confirm to the Allottee the final carpet area of the Apartment that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate (or such other certificate by whatever name called is issued

by the competent authority) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area, then the Promoter shall refund the excess money paid by the Allottee within 45 (forty five) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is an increase in the carpet area, which is not more than three percent of the carpet area of the apartment allotted to the allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **PART-II** of the **FIFTH SCHEDULE**. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this Agreement.

1.8 Subject to Para 10.3 below the Promoter agrees and acknowledges, that the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use all Common Areas along with other occupants, maintenance staff etc. of the Project, without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.
- (iii) The computation of price of the Apartment includes recovery of price of land, construction of (not only the Apartment but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, waterline and plumbing, finishing with,tiles/mosaic flooring, (as agreed) doors, windows, fire

detection and fire fighting equipment, (only to the extent, as required under the relevant law(s)) in the common areas, maintenance charges as per para 12 etc and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

- (iv) The Allottee has the right to visit the Project site, to assess the extent of development of the Project and the Apartment, as the case may be.
- (v) The computation of the price of the Apartment also includes the cost of the covered parking/open parking/Two wheeler as the case may be, if any, allotted to the Allottee by the Promoter and as so mentioned in the **Part I of FIFTH SCHEDULE** hereto.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with the covered parking/open parking/Two wheeler as the case may be, (if any, allotted to the Allottee by the Promoter and as so mentioned in the **SECOND SCHEDULE** hereto) shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent self-contained Project covering the Said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that the Project's facilities and amenities shall be available only for use and enjoyment of the allottees (including the Allottee herein) of the Project

1.10 The Promoter agrees to pay all outgoing before transferring the physical possession of the apartments to the allottees, which the Promoter has collected from the allottees (including the Allottee herein) for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances, and such other liabilities payable to competent authorities, banks(s)

and financial institutions which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by the Promoter from the allottees, (including the Allottee herein) or any liability, mortgage loan and interest thereon before transferring the apartments respectively to the allottees, then, and in such event, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceeding which may be taken therefore by such authority or person.

- 1.11 The Allottee, has paid a sum of Rs, _____ (Rupees _____ only) as booking amount including GST, being part payment towards the Unit Price of the Apartment at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan (**Part-II** of the **FIFTH SCHEDULE** hereunder written) as may be demanded by the Promoter within the time and in the manner specified therein.

Provided that if the Allottee delays in payment towards any amount, which is payable, the Allottee shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement, the Allottee shall make all payments and the Promoter abiding by the construction milestones, on written demand/e-mail by the Promoter, within the stipulated time as mentioned in the Payment Plan or otherwise, through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favour of 'IXORA REALTY LLP' payable at Kolkata. Outstation cheques shall not be accepted.

3. COMPLIANCE OF LAW RELATING TO REMITTANCES:

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under 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 with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on Allottee's part to comply with the applicable guidelines issued by the Reserve Bank of India, the Allottee may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4 ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5 TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the Common Areas to the association of allottees or the competent authority, as the case may be.

6 CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen and accepted the proposed layout plan of the Apartment and also the floor plan as also shown in **Annexure-A** to the Agreement, specifications, amenities and facilities of the Apartment/Project as mentioned in the **THIRD** and **FOURTH SCHEDULE** hereto and have accepted the same which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms of this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Rajpur Sonarpur Municipality and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7 POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the Apartment - The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas to the association of allottees is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with right to use Common

Areas with all specifications, amenities and facilities of the Project place on 31st October 2020 unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Project (the “**FORCE MAJEURE**”). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the said Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that the Allottee shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate (or such other certificate by whatever name called issued by the competent authority) from the competent authority shall within a maximum period of fifteen days from such date (the “**NOTICE OF POSSESSION**”) offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement by sending the notice of such offer by speed post/e-mail calling upon the Allottee to take possession of the Apartment within a maximum of forty five days from the date of receipt of the said Notice Of Possession by the Allottee. (the “**POSSESSION DATE**”) Provided that the conveyance deed of the Apartment in favour of the Allottee shall be executed and registered by the Promoter (subject, however, to the Allottee making all payments as mentioned in the **FIFTH SCHEDULE** hereto and taking possession of the Apartment in terms of the Notice Of Possession and making payment of the stamp duty, registration charges and legal charges &

expenses to the Promoter as per requisition of the Promoter) within three months from the date of issue of occupancy certificate (or such other certificate by whatever name called issued by the competent authority) as provided by the relevant laws in West Bengal. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate of the Project. The Promoter shall hand over a copy of the occupancy certificate (or such other certificate by whatever name called issued by the competent authority) of the Project to the Allottee at the time of conveyance of the Apartment in favour of the Allottee.

- 7.3 **Failure of the Allottee to take Possession of Apartment** - Upon receiving the Notice of Possession from the Promoter, as per Para 7.2, the Allottee shall take possession of the Apartment from the Promoter within the Possession Date by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Para 7.2 and/or even after the expiry of the Possession Date, such Allottee shall continue to be liable to pay maintenance charges as specified in Para 7.2.
- 7.4 **Possession by the Allottee**- After obtaining the occupancy certificate or such other certificate by whatever name called issued by the competent authority, and handing over physical possession of the Apartment to the allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, as per the local laws i.e, the West Bengal Apartment Ownership Act, 1972, as amended up to date which provides for submission of the property comprised within the Project within three years from the date of completion

certificate issued by the competent authority and to have the association of allottees formed in the manner provided in the said Act, :

7.5 **Cancellation by Allottee**–

The Allottee shall have the right to cancel/withdraw his/ her/ its allotment in the Project as provided in the Act.

Provided that, where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein shall be entitled to forfeit the Booking Amount paid for the allotment., along with the interest liabilities, and together with deduction of such other tax/levy as may be applicable at the time of such withdrawal by the Allottee. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty five) days of such cancellation. Such refund shall be made without any interest or compensation and all charges and expenses that may be incurred by the Promoter in making such refund shall be borne by the Allottee.

Upon withdrawal or cancellation of allotment by the Allottee under this Agreement, the Promoter shall have the right to re-allot the Apartment to any third party thereafter and the prior allotment in favour of the Allottee will stand cancelled. All rights of the Allottee under any allotment letter issued or this Agreement shall also stand terminated.

7.6 **Compensation** –

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the Said Land, on which the Project is being developed or has been 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.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act or for any other reason, the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, along with interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules within 45 (forty-five) days of it becoming due.

Provided That where the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

8 REPRESENTATION AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the Said Land and absolute, actual, physical and legal possession of the Said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Said Land or the Project except that the Promoter has taken loan from the Axis Bank (said bank) / financial

institution(s) against security of the Said Land and the construction having already been made and/or being made. The Promoter shall cause the said bank(s), if necessary, to issue no objection letter in favour of the Allottee to enable the Allottee to take loan from any bank or financial institution for financing the purchase of the Apartment and the Promoter further undertake that the Promoter shall cause the said bank(s) to release the Apartment from the mortgage created by the Promoter and the Allottee will get the title of the Apartment free from all encumbrances.

- (iv) There are no litigations pending before any Court of law or Authority with respect to the Said Land, Project or the Apartment.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Said Land, building, Apartment and Common Areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Apartment to the Allottee in the manner contemplated in this Agreement;

- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Common Areas to the association of allottees or the competent authority, as the case may be.
- (x) The Said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Land;
- (xi) The Promoter has 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 completion certificate has been issued and possession of apartment or building, as the case may be, along with Common Areas (equipped with all the specifications, amenities and facilities as mentioned in the **THIRD SCHEDULE** and **FOURTH SCHEDULE** hereto) has been handed over to the Allottee and the association of allottees or the competent authority, as the case may be,
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the Said Land and/or the Project.

9 COVENANTS & RIGHTS OF THE ALLOTTEE

The Allottee hereby covenants and agrees with the Promoter as follows:

- 9.1 that the Allottee shall observe, perform and fulfil the covenants, stipulations, restrictions and obligations required to be performed by the Allottee herein, as mentioned in the **SIXTH SCHEDULE** hereunder written;
- 9.2 that the Allottee has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually and in a timely manner;
- 9.3 that, on and from the Possession Date, as mentioned in Para 7.1 above, the Allottee shall at all times make timely payment of the proportionate Common Charges and Expenses to the Promoter or the Association, failing which the Promoter or the Association, as the case may be, shall be entitled to take such action as it may deem fit;
- 9.4 that the Common Charges and Expenses shall be proportionately divided amongst the Co-Buyers and/or Co-Occupiers of the Project, in such manner as may be decided by the Promoter or the Association, as the case be, from time to time in this regard;
- 9.5 that the Allottee shall bear and pay all the municipal taxes, rates, levies, surcharge, deposits including security deposits, assessments, together with interest thereon and all other outgoings (hereinafter referred to as “**Outgoings**”) related to the Apartment on and from the Possession Date. However, so long as the Apartment is not separately assessed for municipal taxes, rates, levies surcharges and other outgoings, the Allottee shall be liable to and will pay his/her/its proportionate Outgoings attributable to the Apartment to the Promoter or the Association, as the case may be. Further, on and from the Possession Date, the Allottee shall be liable to pay proportionately all Outgoings for the Common Areas on the basis of bills to be raised by the Promoter or the Association, as the case may be, such bills being conclusive proof of the liability of the Allottee in respect thereof;

- 9.6 that the Allottee shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Apartment in the records of the concerned authorities within a period of three (3) months and shall keep the Owner and the Promoter indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Owner and/or the Promoter due to non-fulfilment and/or non-observance of this obligation by the Allottee;
- 9.7 that the Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter or the Association;
- 9.8 that wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Co-buyers in the Project, the same shall be in the proportion which the Carpet Area of the Apartment bears to the total Carpet Area of all the apartments in the Project;
- 9.9 that the Allottee shall grant and shall ensure that the Association shall grant to the Promoter, the Owner and the Co-buyers and/or Co-occupiers of the Project and all their successors-in-interest/title unfettered and perpetual easements over, under and above all Common Areas;
- 9.10 that the Allottee shall use the Apartment or any part thereof or permit the same to be used only for residential purposes. Further, the Allottee shall use the garage or parking space allotted to them only for the purpose of keeping or parking vehicles;
- 9.11 that the Allottee agrees that the Promoter and the Association, shall have the right of unrestricted access to all Common Areas, garages/parking spaces and other areas of the Project, for providing necessary maintenance services and/or carrying out electrical, plumbing and other works either over-ground or under-ground, as may be required for the Project, and the Allottee agrees to permit the Promoter and the Association to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

- 9.12 that the Allottee hereby accepts not to alter, modify or in any manner change (1) the elevation and exterior colour scheme of the Apartment and the Building; (2) design and/or the colour scheme of the windows, grills and the main door of the Apartment; and/or (3) the common lobby; and the Allottee shall not block the common lobby by installing/fixing shoe racks and/or install/fix tiles in the balcony; also the Allottee shall not change or caused to be changed the location designated for the outdoor units of AC other than specified locations.
- 9.13 that the Allottee hereby accepts not to alter, modify or in any manner change the structure or any civil construction in the Apartment and the Building. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Building and/or on any external part of the Building and/or the roof thereof;
- 9.14 that the Allottee hereby also accepts not to sub-divide the Apartment and the Common Areas, under any circumstances;
- 9.15 that the Allottee hereby also accepts not install any collapsible gate outside the main door / entrance of the Apartment and also not to install any grill on the balcony or verandah;
- 9.16 that the Allottee hereby also accepts not to change/alter/modify the name of the Building from that mentioned in this Agreement; and
- 9.17 that the Allottee hereby accepts, confirms and declares that the covenants of the Allottee as contained in this Agreement shall (a) run perpetually; and (b) bind the Allottee and his/its successors-in-title or interest and that the Allottee shall be responsible for any loss or damages arising out of breach of any of the conditions contained in this Agreement.

10. EVENT OF DEFAULTS AND CONSEQUENCES:

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

10.1.1 The Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

10.1.2 Discontinuance of the Promoter's business as a developer on account of suspension or revocation of Promoter's registration under the provisions of the Act or the Rules or Regulations made there under.

10.2 In case of Default by the Promoter under the conditions listed above, the Allottee is entitled to the following:

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, along with interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules, within 45 (forty five) days of receiving the termination notice.
- (iii) Provided that, where the Allottee does not intend to withdraw from the Project or terminate the Agreement, he/she/it shall be paid, by the Promoter, interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent)

per annum, as prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within 45 (forty five) days of the same becoming due.

10.3 The Allottee shall be considered under condition of Default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payment for two consecutive demands made by the Promoter as per the Payment Plan, of any amount due and payable by the Allottee under this Agreement (including his/her/its proportionate share of taxes, levies and other outgoings) despite having been issued notice in that regard. It is further clarified that, reminders and or notices for payment of instalments or notice for rectification of default as per the Payment Schedule shall also be considered as Demand for the purpose of this clause. In such event the Allottee shall be liable to pay to the Promoter, interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules on all unpaid amounts from the date the amount is payable by the Allottee.
- (ii) Without prejudice to the right of the Promoter to charge interest in terms of Clause 10.3 (i) above, in case of default by the Allottee under Clause 10.3 (i) above continues for a period beyond two consecutive months after notice for rectification of default from the Promoter in this regard, the Promoter, at its own option, may cancel the allotment of the Apartment in favour of the Allottee and terminate this Agreement and refund the money paid to the Promoter by the Allottee after deducting the Booking Amount and the interest liabilities and after deduction of such other tax/levy as may be applicable at the time of such termination by the Promoter, and this Agreement and any liability of the Promoter shall thereupon stand terminated.

Provided that, the Promoter shall intimate the Allottee about the Promoter's intention to terminate this Agreement by a written notice of at least 30 (thirty) days prior to such termination.

11. CONVEYANCE OF THE APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per Para 1.2 above and as mentioned in the PART I of the **FIFTH SCHEDULE** below from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas (within three months from the date of Completion Certificate or such other certificate by whatever name called issued by the competent authority but within a maximum period of 3 months from the Date of Completion Certificate) to the Allottee. In case, however, the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in favour of the Allottee till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

12. MAINTENANCE OF THE APARTMENT/ PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of allottees upon the issuance of the completion certificate or such other certificate by whatever name called issued by the competent authority of the Project.

The cost of such maintenance from the date of the Allottee taking over physical possession and/or from the Possession Date, (as mentioned in 7.1 above) whichever is earlier, is payable by the Allottee for the Apartment proportionately as per the rates to be calculated on per square feet basis (of the carpet area of the Apartment) and/or in the manner as provided in this agreement and/or as may be so decided by the Promoter and/or the association of allottee, as the case may be,

12.1 INTERIM MAINTENANCE PERIOD

During the interim maintenance period between obtaining of the completion certificate of Project and formation and operationalization of the Association the Promoter shall through itself or through a facility management company constitute a committee to run, operate, manage and maintain the Common Areas.

12.1.1 The Promoter shall endeavour that the committee responsible for the maintenance and operation of the Common Areas will be required to provide manpower for maintaining the Common Areas, wherever required, and to collect maintenance charges and the user charges for the utilities being provided on “pay by use” basis, if any.

12.1.2 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association as provided in this Agreement. The cost of such maintenance shall be borne and paid by the Allottee proportionately for the Apartment.

12.1.3 The maintenance and management of Common Areas by the committee will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMC’s etc. It will also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.

12.1.4 The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period shall be framed by the Promoter with such restrictions as may be necessary for proper maintenance and all the allottees are bound to follow the same.

12.1.5 After the Common Areas of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.

12.2 FORMATION OF ASSOCIATION

12.2.1 The Promoter shall, in accordance with Applicable Laws, call upon the respective apartment owners to form an association (“ASSOCIATION”), and it shall be incumbent upon the Allottee to join the Association as a member and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the same. The Allottee shall pay the necessary subscription and/or membership amounts, together with the proportionate costs and expenses for (i) formation of the Association, and (ii) transfer of the Common Areas to the Association, including but not limited to stamp duty and registration costs, if any. The Allottee hereby authorizes the Promoter to take all necessary steps in this connection on his/her/their/its behalf, and further the Allottee shall comply with and/or adhere to all the Applicable Laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association.

12.2.2 Each Apartment/unit in the Project shall represent one (1) share, irrespective of the number of persons owning such Apartment/unit. Further, in the event a Apartment/unit is owned by more than one person, then the person whose name first appears in the nomenclature of this Agreement as the Allottee shall only be entitled to become a member of the Association. In the event that the Allottee is a minor, the local guardian of such minor shall become a member of the Association. A tenant or licensee of the Allottee shall not be entitled to become a member of the Association.

12.2.3 Upon formation of the Association, the Promoter shall handover the Common Areas, together with the relevant documents and plans pertaining thereto, to the Association within such time period and in such manner as prescribed under Applicable Laws (hereinafter referred to as the “Handover Date”). Save as provided herein, on and from the Handover Date, the Association shall, inter alia, become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations etc., as may from time to time have been procured/ obtained/ entered into by the

Promoter and the Association shall take the responsibility for proper safety and maintenance of the Project and of upkeep of all fixtures, equipment and machinery provided by the Promoter, and the Promoter shall immediately stand discharged of any liability and/or responsibility in respect thereof, and the Allottee and the Association shall keep each of the Owner and the Promoter fully safe, harmless and indemnified in respect thereof.

12.2.4 The Allottee agrees and undertakes to deposit a non-interest bearing security deposit (as specified in the Payment Plan) with the Promoter, which deposit shall be pooled into a Sinking Fund (“Sinking Fund”). The Allottee further agrees and acknowledges that such Sinking Fund shall be handed over to the Association by the Promoter, without any interest, after adjusting/deducting therefrom all amounts then remaining due and payable by the Allottee and the several Co-Buyers of the Project to the Promoter, together with interest thereon. Such amount(s), if any, thus transferred shall be held by the Association on behalf of and on account of the Allottee and the several Co-Buyers of the Project inter alia as a sinking fund. The Allottee undertakes to make good and pay to the Association all such amounts that may be deducted/adjusted as aforesaid by the Promoter as due and payable by the Allottee and/or to replenish any shortfalls caused on account of the Allottee. Further, it is hereby agreed that the Promoter shall not be held liable, in any manner whatsoever, for any shortfall in the Sinking Fund due to the above adjustments or otherwise after the handover of the Sinking Fund by the Promoter to the Association and the Allottee and the Association shall jointly and severally keep the Promoter indemnified for the same.

12.2.5 The Allottee acknowledges and agrees to allow the Promoter to adjust any receivables and/ or dues towards Common Charges and Expenses from the Sinking Fund before the same is handed over to the Association. The Allottee hereby agrees and undertakes to bear all taxes that may be levied on the Promoter on account of making such adjustments and/or on account of the Promoter transferring/handing over the Sinking Fund to the Association. On any such adjustments being made from the Sinking Fund, the Allottee

hereby undertakes to make good the resultant shortfall in the Sinking Fund within 15 (fifteen) days of a demand made by the Association with respect thereto.

12.2.6 The Promoter and/or the Association, as the case may be, shall be entitled to invest the Sinking Fund in such securities and in such manner as the Promoter and/or Association, as the case may be, may think fit and apply the income for the purpose of repairs, maintenance, security and upkeep of the Project. Such payment towards the Sinking Fund shall not absolve the Allottee of its obligation to pay the applicable maintenance charges in terms of this Agreement.

12.2.7 The Allottee acknowledges that it/he/she shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the Building and/or the Project by the Promoter or the Association, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations which may be framed and/or be made applicable to all the apartment owners or occupiers of the Building and/or the Project.

12.2.8 The Allottee expressly agrees and acknowledges that it is obligatory on the part of the Allottee to regularly and punctually make payment of the proportionate share of the Common Charges and Expenses and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the right of the Co-Buyers and/or Co-Occupiers in the Project.

12.2.9 Further, the Allottee agrees and undertakes to pay all necessary deposits/charges to the Promoter or the Association, as the case may be, including the interest free security deposit(s) payable to the concerned statutory bodies/ authorities or other entities, each as may be determined by the Promoter or the Association, as the case may be, each within such timelines as may be prescribed by the Promoter or the Association, as the case may be.

- 12.2.10 Without prejudice to the rights available under this Agreement, in the event that any amount payable to the Promoter or the Association is not paid within 2 (two) months from the date of the notice in this regard, the Promoter or the Association, as the case may be, shall also be entitled to take such further steps as it may reasonably determine for recovery of the said amounts.
- 12.2.11 It has been agreed by the parties that the Association(s) of all the Allottees of the Project as and when the Project is completed in its entirety shall own in common all common areas, amenities and facilities of the Project together with all easement rights and appurtenances belonging thereto.
- 12.2.12 The Promoter proposes to set up a Community Hall for use of the Allottees in the Project (the "COMMUNITY HALL") The Community Hall will form part of the Common Areas and will be handed over to the Association in due course. During the interim maintenance period, the Community Hall shall be managed by the Promoter either by itself or through its nominee and/or interim maintenance body.

12.3 CLUB FACILITIES

- 12.3.1 The Allottee shall be entitled to the facilities of a club within the Project ("**Club**") along with the Co-Buyers and/or Co-Occupiers of the Project. The operational costs/charges of the Club shall form part of the Common Charges and Expenses.
- 12.3.2 It is expressly made clear that the membership of the Allottee to the Club shall be transferred upon the Allottee transferring the Apartment in favour of a third party. The Club membership can only be used by the Allottee and his /her immediate family members in accordance with the rules and regulations of the Club. Nothing contained in this Agreement shall be deemed to confer any right on a subsequent transferee, tenant, lessee or licensee of the Apartment to be entitled to use the facilities of the Club on the basis of being in possession of the Apartment alone.
- 12.3.3 The rights and obligations of the Allottee as a member of the Club and the detailed terms and conditions of membership and rules and regulations

governing use of the Club facilities will be formulated by the Promoter or the Association, as the case may be, in due course and circulated to members before the Club is made operational. The Allottee agrees, undertakes and covenants to abide by such rules and regulations and make payment of all periodic subscriptions and other expenses relating thereto

12.3.4 On failure of the Allottee to regularly pay the charges, subscription, etc. in respect of the Club, the Promoter or the Association, as the case may be, shall be entitled to restrict the Allottee's entry to the Club and withdraw all the privileges of the Club to the Allottee, and the Allottee hereby gives his/her/its unfettered consent to the same.

12.3.5 If the Allottee bring guests to use the Club facilities, the Allottee will be required to pay guest charges in accordance with the rules and regulations of the Club.

12.3.6 The Allottee hereby agrees and acknowledges that some of the facilities at the Club shall be available to the members of the Club, subject to payment of the monthly subscription only, while other facilities will be available on "pay by use" basis over and above the monthly subscription or such other basis as may be decided by the Promoter/Association.

12.3.7 Detailed terms and conditions of the Club membership, different charges and rules and regulations governing the usage of the Club will be formulated in due course and circulated to all the members and the same will be binding on all the members (including additional members).

13. DEFECT LIABILITY:

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

rectify such defects within such time, the Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

15. USAGE:

Use of Service Area: The service areas as located within the Project shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per the Said Plan and/or the sanctioned plan. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottees formed by the allottees or caused to be formed for the allottees for rendering maintenance services.

16. COMPLIANCE WITH RESPECT TO THE APARTMENT

16.1 Subject to Para 14 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at the Allottee's own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make

additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances there to or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

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

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

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

The Parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

18. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the Said Plan has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE:

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

20. APARTMENT OWNERSHIP ACT

The Promoter has assured the Allottee that the Project in its entirety is in accordance with the provisions of The West Bengal Apartment Ownership Act, 1972 as amended up to date and/or other applicable local laws in the state of West Bengal and the Promoter has duly complied with and/or will comply with all such laws/regulations as applicable.

21. BINDING EFFECT:

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

22. 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 Apartment/Project, as the case may be.

23. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties.

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

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

25. WAIVER NOT LIMITATION TO ENFORCE:

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

25.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right there after to enforce hand every provision

26. SEVERABILITY:

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

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

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

28. 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.

29. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee in Kolkata after the Agreement is duly executed by the Allottee and the Promoter

simultaneously with the execution the said Agreement shall be registered at the office of the concerned Registration Office. Hence this Agreement shall be deemed to have been executed at concerned Registration Office.

30. NOTICES:

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

Name of Allottee _____.

Address of Allottee :

Promoter name: **IXORA REALTY LLP**

(Promoter Address) : 27, Brabourne Road, 1st Floor, Room No. 101, Kolkata – 700 001

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be

31. JOINT ALLOTTEES:

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

32. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the Apartment, prior to the execution and registration of this Agreement for Sale for the Apartment, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made there under.

33. GOVERNING LAW:

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

34. NOMINATION BY ALLOTTEE WITH CONSENT:

The Allottee admits and accepts that after the Lock in period and before the execution and registration of conveyance deed of the said Apartment, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:

(a) **Allottee to Make Due Payments:**

The Allottee shall make payment of all dues, including any interest for delay, to the Promoter in terms of this Agreement, up to the time of nomination.

(b) **Lock-in Period:**

The Allottee cannot nominate in favour of any third party before the expiry of a period of 12 (Twelve) months from the date of this Agreement.

(c) **Prior Written Permission and Tripartite Agreement:**

In respect of any nomination, the Allottee shall obtain prior permission of the Promoter and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Promoter and the Allottee.

(d) **Nomination Fees:**

The Allottee shall pay a sum calculated @ 1% of the Unit Price, plus applicable taxes, as Nomination charge, plus GST as applicable, as and by way of nomination fees to the Promoter. It is clarified that inclusion of a new joint allottee or change of a joint allottee shall be treated as a nomination. However nomination fees shall not be payable in case of nomination in favour of parents, spouse or children of the Allottee. Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Allottee paying to the Promoter agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Allottee on or before nomination. The Allottee admits and accepts that he shall not be entitled to nominate or assign his rights under this Agreement save in the manner indicated above.

35. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

THE FIRST SCHEDULE ABOVE REFERRED TO

(TOTAL LAND)

PART 1

All That land measuring (i) 25.3 (twenty five point three) decimal, more or less, comprised in R.S./L.R. *Dag* No. 1, recorded in L.R. *Khatian* Nos. 1857, 1858 and 1859, *Mouza* Malancha, J.L. No. 78, Police Station Sonarpur, within Rajpur Sonarpur Municipality And (ii) 106 (one hundred

and six) decimal, more or less, comprised in R.S./L.R. Dag Nos. 675, 676, 677, 678, 679 and 680, recorded in L.R. Khatian Nos. 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173 and 2174, *Mouza* Manikpur, J.L. No. 77, Police Station Sonarpur, within Rajpur Sonarpur Municipality, totaling to land measuring 131.3 (one hundred and thirty one point three) decimal, more or less the said land butted and bounded are as follows:-

- On the North** : By Dag No. 1 of Mouza – Malancha & Dag No. 674 of Mouza – Manikpur
- On the East** : Dag Nos. 2 & 16.
- On the South** : By Dag No. 16 of Mouza – Malancha & by Mouza – Bade Hooghly
- On the West** : By Dag Nos. 674 & 672

PART II

(Devolution of Title)

- Ownership of Owner No. 1.1 Sparkling Heights Private Limited** : By a Deed of Conveyance dated 23rd April, 2014 and registered in the Office of the District Sub-Registrar - IV, South 24-Parganas in Book No. I, CD Volume No. 17, Pages from 3063 to 3094, being Deed No. 03095 for the year 2014 Gita Ghosh & Another sold to Sparkling Heights Private Limited, the Owner No. 1.1 herein, 4.23 Decimal in R.S. & L.R. Dag No. 680 and By two another Deed of Conveyances one dated 23rd April, 2014 and registered in the Office of the District Sub-Registrar - IV, South 24-Parganas in Book No. I, CD Volume No. 17, Pages from 3000 to 3026, being Deed No. 03094 for the year 2014 and another dated 12th March, 2015 and registered in the Office of the District Sub-Registrar - IV, South 24-Parganas in Book No. I, CD Volume No. 7, Pages from 2676 to 2696, being Deed No. 02242 for the year 2015 Alok Kumar Dutta sold to Sparkling Heights Private Limited, the Owner No. 1.1 herein, 5.76 Decimal in R.S. & L.R. Dag No. 680 included in the Said Property.

2. **Ownership of Owner No. 1.2 Astounding Estates Private Limited:** By a Deed of Conveyance dated 2nd January, 2014 and registered in the Office of the District Sub-Registrar - IV, South 24-Parganas in Book No. I, CD Volume No. 1, Pages from 1226 to 1248, being Deed No.00068 for the year 2014, Shibashish Nag & others sold to Astounding Estates Private Limited, the Owner No. 1.2 herein, 2 Cottahs in R.S. & L.R. Dag No. 1 included in the Said Property.

By another Deed of Conveyances dated 12th March 2015 and registered in the Office of the District Sub-Registrar - IV, South 24-Parganas in Book No. I, CD Volume No. 7, Pages from 2388 to 2409, being Deed No. 02228 for the year 2015 Gargi Dutta sold to Astounding Estates Private Limited, the Owner No. 1.2 herein, 6.7 Decimal in R.S. & L.R. Dag No. 1 included in the Said Property.

3. **Ownership of Owner No. 1.3 Bumpy Vaypaar Private Limited :** By a Deed of Conveyance dated 23rd April, 2014 and registered in the Office of the District Sub-Registrar - IV, South 24-Parganas in Book No. I, CD Volume No. 17, Pages from 3063 to 3094, being Deed No. 03095 for the year 2014 Gita Ghosh & Another sold to Bumpy Vaypaar Private Limited, the Owner No. 1.3 herein, 4.24 Decimal in R.S. & L.R. Dag No. 680 and another Deed of Conveyance dated 23rd April, 2014 and registered in the Office of the District Sub-Registrar - IV, South 24-Parganas in Book No. I, CD Volume No. 17, Pages from 3000 to 3026, being Deed No. 03094 for the year 2014 and another Deed of Conveyance dated 12th March, 2015 and registered in the Office of the District Sub-Registrar - IV, South 24-Parganas in Book No. I, CD Volume No. 7, Pages from 2676 to 2696, being Deed No. 02242 for the year 2015 Alok Kumar Dutta sold to Bumpy Vaypaar Private Limited, the Owner No. 1.3 herein, 5.77 Decimal in R.S. & L.R. Dag No. 680 included in the Said Property

4. **Ownership of Owner No. 1.4 Starstore Dealers Private Limited :** By a Deed of Conveyance dated 23rd April, 2014 and registered in the Office of the District Sub-Registrar - IV, South 24-Parganas in Book No. I, CD Volume No. 17, Pages from 3063 to 3094, being Deed No. 03095 for the year 2014 Gita Ghosh & Another sold to Starstore

Dealers Private Limited, the Owner No. 1.4 herein, 4.24 Decimal in R.S. & L.R. Dag No. 680 and another Deed of Conveyance dated 23rd April, 2014 and registered in the Office of the District Sub-Registrar - IV, South 24-Parganas in Book No. I, CD Volume No. 17, Pages from 3000 to 3026, being Deed No. 03094 for the year 2014 and another Deed of Conveyance dated 12th March, 2015 and registered in the Office of the District Sub-Registrar - IV, South 24-Parganas in Book No. I, CD Volume No. 7, Pages from 2676 to 2696, being Deed No. 02242 for the year 2015 Alok Kumar Dutta sold to Starstore Dealers Private Limited, the Owner No. 1.4 herein, 5.76 Decimal in R.S. & L.R. Dag No. 680 included in the Said Property

5. **Ownership of Owner No. 1.5 Sumptuous Builders Parivate Limited :** By a Deed of Conveyance dated 12th March, 2015 and registered in the Office of the District Sub-Registrar - IV, South 24-Parganas in Book No. I, CD Volume No.7, Pages from 2574 to 2595, being Deed No.02241 for the year 2015, Alok Kumar Duttasold to Sumptuous BuildersPrivate Limited, the Owner No. 1.5 herein, 10 Decimal in R.S. & L.R. Dag No. 678 includedin the Said Property.
6. **Ownership of Owner No. 1.6 Khatu Barter Private Limited :** By a Deed of Conveyance dated 12thMarch, 2015 and registered in the Office of the District Sub-Registrar - IV, South 24-Parganas in Book No. I, CD Volume No.7, Pages from 2475 to 2496, being Deed No.02231 for the year 2015, Alok Kumar Dutta sold toKhatu BarterPrivate Limited, the Owner No. 1.6 herein, 9 Decimal in R.S. & L.R. Dag No. 677and 1 Decimal in R.S. & L.R. Dag No. 680 included in the Said Property.
7. **Ownership of Owner No. 1.7 Gladilous Abasan Private Limited:** By a Deed of Conveyance dated 12thMarch, 2015 and registered in the Office of the District Sub-Registrar - IV, South 24 Parganasin Book No. I, CD Volume No.7, Pages from 2348 to 2367, being Deed No.02227 for the year 2015, Alok Kumar Dutta sold to GladilousAbasanPrivate Limited, the Owner No. 1.7 herein, 10 Decimal in R.S. & L.R. Dag No. 680 included in the Said Property.

8. **Ownership of Owner No.1.8 Confitech Niwas Private Limited:** By a Deed of Conveyance dated 12th March, 2015 and registered in the Office of the District Sub-Registrar - IV, South 24-Parganas in Book No. I, CD Volume No.7, Pages from 2432 to 2452, being Deed No.02237 for the year 2015, Alok Kumar Dutta sold to Confitech Niwas Private Limited, the Owner No. 1.8 herein, 10 Decimal in R.S. & L.R. Dag No. 679 included in the Said Property.
9. **Ownership of Owner No. 1.9 Freesia Properties Private Limited:** By a Deed of Conveyance dated 19th November, 2014 and registered in the Office of the District Sub-Registrar - IV, South 24-Parganas in Book No. I, CD Volume No.50, Pages from 1727 to 1746, being Deed No.08603 for the year 2014, Alok Kumar Dutta sold to Freesia Properties Private Limited, the Owner No.1.9 herein, 10 Decimal in R.S. & L.R. Dag No. 675 included in the Said Property.
10. **Ownership of Owner No. 1.10 Hedonistic Homes Private Limited:** By a Deed of Conveyance dated 19th November, 2014 and registered in the Office of the District Sub-Registrar - IV, South 24-Parganas in Book No. I, CD Volume No.50, Pages from 1707 to 1726, being Deed No.08602 for the year 2014, and another Deed of Conveyance dated 12th March, 2015 and registered in the Office of the District Sub-Registrar - IV, South 24-Parganas in Book No. I, CD Volume No.7, Pages from 2574 to 2595, being Deed No.02241 for the year 2015 Alok Kumar Dutta sold to Hedonistic Homes Private Limited, the Owner No. 1.10 herein, 2 Decimal in R.S. & L.R. Dag No. 678 and 6 Decimal in R.S. & L.R. Dag No. 675 included in the Said Property.
11. **Ownership of Owner No. 1.11 Owelty Merchants Private Limited:** By a Deed of Conveyance dated 30th December, 2014 and registered in the Office of the District Sub-Registrar - IV, South 24-Parganas in Book No. I, CD Volume No.3, Pages from 219 to 238, being Deed No.00359 for the year 2015, Alok Kumar Dutta sold to Owelty Merchants Private Limited, the Owner No. 1.11 herein, 10 Decimal in R.S. & L.R. Dag No. 676 included in the Said Property.

12. **Ownership of Owner No. 1.12 Chicot Villa Private Limited** : By a Deed of Conveyance dated 30th December 2014 and registered in the Office of the District Sub-Registrar - IV, South 24-Parganas in Book No. I, CD Volume No.3, Pages from 199 to 218, being Deed No.00358 for the year 2015, Alok Kumar Dutta sold to Chicot Villa Private Limited, the Owner No. 1.12 herein, 8 Decimal in R.S. & L.R. Dag No. 676 included in the Said Property.

13. **Ownership of Owner No. 1.13 Aroha Tradelink Private Limited** : By a Deed of Conveyance dated 12th March, 2015 and registered in the Office of the District Sub-Registrar - IV, South 24-Parganas in Book No. I, CD Volume No.7, Pages from 2453 to 2474, being Deed No.02233 for the year 2015, Gargi Dutta sold to Aroha Tradelink Private Limited, the Owner No. 1.13 herein, 5.3 Decimal in R.S. & L.R. Dag No. 1 included in the Said Property.

14. **Ownership of Owner No. 1.14 Reward Buildcon Private Limited** : By a Deed of Conveyance dated 12th March, 2015 and registered in the Office of the District Sub-Registrar - IV, South 24-Parganas in Book No. I, CD Volume No.7, Pages from 2410 to 2431, being Deed No.02234 for the year 2015, Gargi Dutta sold to Reward Buildcon Private Limited, the Owner No. 1.14 herein, 10 Decimal in R.S. & L.R. Dag No. 1 included in the Said Property.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Apartment)

ALL THAT Apartment No. on floor of the Building having Carpet Area of square feet, alongwith balcony admeasuring square feet comprised of Bedroom, verandah, Exclusive Terrace Area square feet if applicable along with study if applicable together a *pro rata* share in of the Common Areas.

PARKING SPACE

[..... (.....) / NIL Covered /Open Car Parking No. admeasuring approximately square feet and/or Two Wheeler admeasuring approximately square feet.

THE THIRD SCHEDULE ABOVE REFERIRED TO

Common Portions and Amenities & Facilities

- Well Equipped Gymnasium
- Adda Zone
- Multipurpose Court
- Swimming Pool
- Indoor children's play area
- Outdoors Children's Play Area
- Community Hall
- Landscape Garden
- Indoor Games (Carom, Card Zone, Dart, Chess)

THE FOURTH SCHEDULE ABOVE REFERIRED TO

(Specifications, Amenities and Facilities)

1) Structure

Earthquake resistant RCC framed construction with infill brick walls

2) Flooring:

Bedroom, Living & Dining: Vitrified Tiles

3) Staircase & Floor Lobby:

Stone/Tiles/ Marbles

4) Doors: Tough Timber Frames & Solid Core Flush Shutter

5) Windows: Aluminum Sliding Window with fully glazed Shutter

6) Kitchen:

- i) Ceramic Tiles Floor With counter & sink
- ii) Dado of Ceramic Tiles up to 2ft above the counter

7) Toilet:

- i) Ceramic Tile Floor

- ii) Dado of Ceramic Tiles on the wall upto door height
- iii) White sanitary ware of a reputed make
- iv) C.P. Fitting of a reputed make

8) Wall Finish:

- a) Interior: Plaster of Paris/Putty
- b) Exterior: High Quality Weather proof Cement paint

9) Water Supply : 24Hrs. Water Supply

10) Power Back up:

- i) 24 X 7 Generator back up for Common Areas and in flat
- ii) 24 X 7 Generator back up to flats at Extra Cost

11) Telephone/Cable TV:

- a) Telephone Conduit in Living/Dining
- b) Cable TV Conduit in Living/Dining

12) Lift: Reputed Make

13) Electrical Point:

- i) Modular switches with reputed make
- ii) DB with MCB's of reputed make
- iii) Necessary Electrical point with switches in all bedroom, living/dining, kitchen and toilets
- iv) Concealed Electrical wiring with PVC insulated Copper wire of a reputed make
- v) AC point in master bedroom
- vi) Conducting for AC in other bed rooms and living dining

14) Fire: Basic fire fighting System.

15) Security: 24Hrs. Security.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(PART – I)

(Total Price including Deposits)

Rs. _____/- (Rupees _____) only for the Apartment to be paid by the Allottee to the Promoter in the manner as mentioned in Part II below:

(PART – II)

(Payment Plan)

Sl.	Payment Description	Amount/Percentage
1.	On Booking	10% of unit cost + GST
2.	On execution of Agreement for Sale [Within 30 (thirty) days of booking]	5% of unit cost + GST and any other Taxes (as applicable) + (50% of Said Club charges) + (50% of Said Legal charges)
3.	On Completion of Foundation of the Said Block	10% of unit cost + GST and any other Taxes (as applicable)
4.	On Completion of ground floor Roof Casting of the Said Block	9% of unit cost + GST and any other Taxes (as applicable)
5.	On Completion of 1 st Floor Roof Casting of the Said Block	9% of unit cost + GST and any other Taxes (as applicable)
6.	On Completion of 2 nd Floor Roof Casting of the Said Block	9% of unit cost + GST and any other Taxes (as applicable)
7.	On Completion of 3 rd Floor Roof Casting of the Said Block	9% of unit cost + GST and any other Taxes (as applicable)
8.	On Completion of 4 th Floor Roof Casting of the Said Block	9% of unit cost + GST and any other Taxes (as applicable)
9.	On Completion of Brickwork of the Said Flat	10% of unit cost + GST and any other Taxes (as applicable)+ [50% of Generator Charges]
10.	On Completion of Internal Plaster of the Said Flat	5% of unit cost + GST and any other Taxes (as applicable)
11.	On Completion of POP of the Said Flat	5% of unit cost + GST and any other Taxes (as applicable)
12.	On Completion of Flooring of the Said	5% of unit cost + GST and any other

	Flat	Taxes (as applicable)
13.	On Possession of the said Flat	5% of unit cost + GST and any other Taxes (As applicable) + Balance 50% of Legal Fees(+) 50% of Generator Charges (+)100% of Electricity Charges (+) 50% of Club Charges (+) Other Extra Charges i.e. Association formation etc. (+) Deposits (Maintenance + Sinking + Fund + Rates & Taxes)

THE SIXTH SCHEDULE ABOVE REFERRED TO

TERMS, CONDITIONS, COVENANTS, STIPULATIONS, OBLIGATIONS AND RESTRICTIONS TO BE OBSERVED BY THE ALLOTTEE AND/OR OCCUPIERS OF THE APARTMENT

The terms, conditions, stipulations, obligations and restrictions that the Allottee and all persons into whosoever's hands the Apartment may come, are bound to adhere to and observe, include but are not limited to, the following:

1. That the Allottee agrees and acknowledges that service areas located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per the sanctioned plan and that the Allottee shall not be permitted to use the service areas in any other manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Promoter and/or the Association, as the case may be, for rendering maintenance services;

2. That the Allottee shall co-operate with the other Co-Buyers and Co-Occupiers of the Project, the Promoter and/or the Association, as the case may be, in the management and maintenance of the Apartment, Building and the Project and shall abide by the directions and decisions of the Promoter and/or the Association, as the case may be, as may be made from time to time in the best interest of the Apartment and/or the Project;
3. That the Allottee shall abide by and observe at all times the regulations framed by the Promoter and/or the Association, as the case may be, from time to time for peaceful use and enjoyment and maintenance and management of the said Apartment and/or the Project and shall also abide by the Applicable Laws;
4. That the Allottee shall pay to the Promoter or the Association, as the case may be, damages and/or compensation for damage or destruction to any common fixtures and fittings, utilities and/or equipment of the Building and/or the Project, that has been caused by the negligence and/or wilful act of the Allottee and/or any occupier of the Apartment and/or family members, guests or servants of the Allottee or such other occupiers of the Apartment;
5. That the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Project, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any Applicable Laws or change or alter or make additions to the Apartment and shall keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belongings thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized;
6. That the Allottee shall carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in

or to the Building or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;

7. That the Allottee shall not put any sign-board /name-plate, neon light, publicity material or advertisement material etc. on the face /facade of the Building or anywhere on the exterior of the Project, the buildings therein or Common Areas;
8. That the Allottee shall not change the colour scheme of the outer walls or painting of the exterior side of the windows, balconies or carry out any change in the exterior elevation or design;
9. That the Allottee shall not store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or store such goods which are objected to by the concerned local or other authority and shall take care while carrying heavy packages, which may damage or likely to damage the staircases, common passages or any other structure of the Building, including entrances of the Building and in case any damage is caused to the Building or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for making good the said damages;
10. That the Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment;
11. That the Allottee shall not demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor make any alteration in the elevation of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, parris or other structural

members in the Apartment without the prior written permission of the Promoter and/or the Association;

12. That the Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Said Project and the Building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
13. That the Allottee shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Said Land and the building in which the Apartment is situated, other than in the area earmarked for the such purpose;
14. That the Allottee shall pay to the Promoter or the Association, as the case may be, within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the Building in which the Apartment is situated;
15. That the Allottee shall sign and execute such papers and documents, and do all such acts, deeds, and things as may be necessary from time to time for safeguarding the mutual interests of the Promoter and other Co-Buyers and/or Co-Occupiers of the Project;
16. That the Allottee shall carry out any repair or interior or any other works in the Apartment only between reasonable hours on working days so as not to cause any annoyance, nuisance and/or disturbance to the other Co-Buyers and/or Co-Occupiers of the Project;
17. That the Allottee shall draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other Co-Buyers and/or Co-Occupiers of the Project. The main electric meter shall be installed only at the common meter space in the Building or Project, as the case may be. The Allottee

shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Project, the Said Land and outside walls of the tower(s) save and except in the manner indicated by the Promoter or the Association, as the case may be;

18. That if the Allottee lets out or sells the Apartment, the Allottee shall immediately notify the Promoter or the Association, as the case may be, of the tenant's/transferee's details, including address, email-id and telephone number;
19. That the Allottee shall not sub-divide the Apartment and/or any part or portion thereof;
20. That the Allottee shall not close or permit the closing of verandahs, exclusive terrace, if any or lounges or balconies or lobbies and common parts or portions;
21. That the Allottee shall not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Apartment;
22. That the Allottee shall not install grills, the design of which has not been suggested and/or approved by the Promoter or the Association or in any other manner do any other act which would affect or detract from the uniformity and aesthetics of the exterior of the Building;
23. That the Allottee shall not build, erect or put upon the Common Areas any item of any nature whatsoever;
24. That the Allottee shall not obstruct and/or block any pathways, driveways, passages, side-walks, lobbies and/or common areas of the Building or the Project in any manner;
25. That the Allottee shall not use the Apartment or permit the same to be used for any purpose save and except exclusively for residential purpose and use or permit the same to be used

for any purpose which may cause or is likely to cause nuisance or annoyance or cause damage or inconvenience to any Co-Buyers and/or Co-Occupiers of the Project;

26. That the Allottee shall not use the Apartment for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;
27. That the Allottee shall not make or permit any disturbing noises in the Apartment by the Allottee himself, his family, his invitees or servants, or do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the other Co-Buyers and/or Co-Occupiers of the Project;
28. That the Allottee shall not keep in the garage, if any, anything other than cars or two-wheeler or use the said garage or parking space for any purpose other than parking of cars or two wheelers or raise any kucha or pacca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;
29. That the Allottee shall not park or allow its vehicle to be parked in the pathway or open spaces in the Project or any part or portion thereof, save and except the parking space allotted to the Allottee or any other place specifically demarcated for the parking of the vehicles of visitors of Co-Buyers and Co-Occupiers of the Project;
30. That the Allottee shall not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Building in any manner whatsoever;
31. That the Allottee shall not misuse or permit to be misused the water supply to the Apartment;
32. That the Allottee shall not change/alter/modify the name of the Building and the Project from that mentioned in this Agreement;

33. That the Allottee shall not carry on or cause to be carried on any obnoxious or injurious activity in or through the Apartment, the garage or parking space, if any, and the Common Areas;
34. That the Allottee shall not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances;
35. That the Allottee shall not install or keep or run any generator in the Apartment and the garage, if any;
36. That the Allottee shall not smoke in public places inside the Project which is strictly prohibited and the Allottee and his/her/its guests are expected not to throw empty cigarette cartons, cigarette butts and matchboxes in the open and dispose them off in the pre-positioned dustbins after ensuring that the fire is fully smothered/extinguished;
37. That the Allottee shall not pluck flowers or stems from the gardens or plants;
38. That the Allottee shall not throw or allow to be thrown litter on the grass planted within the Project;
39. That the Allottee shall not trespass or allow to be trespassed over lawns and green plants within the Project;
40. That the Allottee shall not overload the passenger lifts and shall move goods only through the staircase of the Building;
41. That the Allottee agrees and acknowledges that the Promoter and the Association shall be entitled to put up any neon sign, hoardings and other display materials on any part or portion of the Common Areas;

42. That the Allottee shall not fix or install any antenna on the roof or terrace of the Building or fix any window antenna, save and except at the spaces specifically earmarked for such purpose by the Promoter and/or the Association, as the case may be;
43. That the Allottee shall not put any clothes in or upon the windows, balconies and other portions which may be exposed in a manner or be visible to outsiders;
44. That the Allottee shall remain fully responsible for any domestic help or drivers, maids employed by the Allottee and any pets kept by the Allottee;
45. That the Allottee is entering into this Agreement with the full knowledge of all laws, rules, regulations, notifications applicable to the Project and that the Allottee shall comply with and carry out, from time to time after the Allottee has taken over the 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; and
46. That the Allottee agrees that the Swimming Pool within the Project will be a facility for enjoyment of the owners of residential apartments including the Allottee and will be used as per the Rules and Regulations framed from time to time. The use of the swimming pool may be, if so decided, be subject to payment of usage charges as so applicable.
47. The Allottee agrees that the Promoter shall, provide connectivity of cable, telecom/ high speed broadband/ other similar telecom and IT facilities to the Project and/or may enter into agreement /contract (on such terms and conditions and for such period as the Promoter shall decide) with various service providers of its choice for providing these services and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or covered or both) earmarked/ demarcated by the Promoter within the Project and which would be declared to be common facilities by the Promoter. These contracts/ agreements, if any, entered into by the Promoter shall be continued for the period of validity of these contracts/agreements by the Association, who will take over the

maintenance and management of Common Areas and thereafter, it may be renewed on terms and conditions as may be decided by the Association. The Allottee (as also other unit owners) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the Building or any window antenna, excepting that the Allottee shall be entitled to avail the cable connection facilities of the designated providers to all the Flat/Units.

IN WITNESS WHERE OF parties hereinabove named have set the irrelative hands and signed this Agreement for Sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

Authorized Signatory

[Promoter]

[Allottee]

Witnesses:

Signature _____ Signature _____

Name _____ Name _____

Father's Name _____ Father's Name _____

Address _____ Address _____

MEMO OF CONSIDERATION

Received Rupees _____ (Rupees _____) towards part of
Unit Price for the sale of the Apartment as per the terms of this Agreement.

Promoter