

भारतीय गैर न्यायिक

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RUPEES

Rs.10

INDIA NON

पश्चिम बंगाल न्यायिक WEST BENGAL



22AB 431882

THIS AGREEMENT FOR SALE made this day of Two Thousand Eighteen (2018) **BETWEEN** (1) **ABCON PROPERTIES PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at Apartment No.22, 4th Floor, 105, Park Street, Kolkata-700016, having CIN U70109WB1993PTC060923, having PAN AACCA5387M, (2) **SWADESHI APARTMENTS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at Apartment No. 22, 4th Floor, 105, Park Street, Kolkata - 700016, having CIN U70109WB1995PTC07188, having PAN AALCS1969B, (3) **MONITOR BUILDERS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at Apartment No. 22, 4th Floor, 105, Park Street, Kolkata - 700016, having CIN U55201WB1997PTC085197, having PAN AAACN9655M, (4) **PROMPT FINANCIAL MANAGEMENT PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office on the at Apartment No. 22, 4th Floor, 105, Park Street, Kolkata - 700016, having CIN U74140WB12007PTC118904, having PAN AAFCP6500J, (5) **PARIJAT OVERSEAS PRIVATE LIMITED**, a company incorporated under the

ABCON PROPERTIES PVT. LTD.
DIRECTOR MILAN A SHAH
CONSTITUTED ATTORNEY OF :-
SWADESHI APARTMENTS PVT. LTD.
MONITOR BUILDERS PVT. LTD.
PROMPT FINANCIAL MANAGEMENT PVT. LTD.
PARIJAT OVERSEAS PVT. LTD.
SUNSHINE DEVELOPERS PVT. LTD.
DRISHTI TOWERS PVT. LTD.
ZENITH NIRMAN PVT. LTD.
ADBHUT VIMAY PVT. LTD

Milan A Shah

05 NOV 2018
KAMAL SARKAR PALLI
NOTARY GOVT. OF INDIA
Reg. No. 274609
24th, 2nd
T-7 Sector 10B Salt Lake
Kolkata-700098

32400

SI No

Name

Kshobrim Estate

Address

11/112, Mahabandru Roy Lane

Rs.

101

Kolkata Collection
U. Netaji Subhas Road
Kolkata-1

Asst. Cr. Saha
Licensed Stamp
Vendor

Date

17 MAY 2019

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Companies Act, 1956, having its registered office at Apartment No. 22, 4th Floor, 105, Park Street, Kolkata - 700016, having CIN U51909WB2007PTC117913, having PAN AAECU3536B, (6) **SUNSHINE PROMOTERS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at Apartment No. 22, 4th Floor, 105, Park Street, Kolkata - 700016, having CIN U70200WB1998PTC088344, having PAN AAGCS5307K, (7) **DRISHTI TOWERS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at Room No. 510, BALJU CHOWK, on the Fifth Floor, P-12, New Howrah Bridge Approach Road, Kolkata - 700016, having CIN U70109WB2009PTC139686, having PAN AADC02797D, (8) **ZENITH NIRMAN PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at Room No. 510, BALJU CHOWK, on the Fifth Floor, P-12, New Howrah Bridge Approach Road, Kolkata - 700016, having CIN U45200WB2007PTC114212, having PAN AAACZ2834N and (9) **ADBHUT VINIMAY PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at 1, Shakespeare Sarani, 6th floor, Suit No. 611, Kolkata 700 071, having CIN U51109WB2005PTC103765, having PAN AAFCA2911C, all represented through their Constituted Attorney Mr. Milan A. Shah, son of Mr. Ajit Shantilal Shah, having PAN ATPPS8576H, on the basis of their respective Board Resolutions all dated 15th day of July, 2016, hereinafter collectively referred to as the **OWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successor or successors in interest and assigns) of the **FIRST PART**,

AND

KSHETRUM ESTATE, an Association of Persons formed and constituted by the Owners by an Agreement dated the 24th day of January, 2016, having PAN AADAK2066L, having its principal place of business at "PS Peninsula", 8th Floor, Office No. 801, 1/1A/2, Mahendra Roy Lane, Kolkata- 700046, represented through its Constituted Attorney Mr. Shivam Milan Shah, son of Mr. Milan A. Shah, having PAN CMPPS1911K, on the basis of its Board Resolution dated 15th day of July 2016, hereinafter referred to as the **PROMOTER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in interest and assigns) of the **SECOND PART**

AND

(1) _____, Aadhaar No. _____, having PAN _____, son of _____, residing at _____

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DIRECTOR MILAN A SHAH
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SUNSHINE DEVELOPERS PVT. LTD.
DRISHTI TOWERS PVT. LTD.
ZENITH NIRMAN PVT. LTD. *Milana A Shah*
ADBHUT VINIMAY PVT. LTD.

Milana A Shah

05 JUL 2016

RAJESH KUMAR PAUL
SECRETARY GOVT. OF INDIA
Regd. No. 210074
C.M.W. Club
13 B Birla Park Street
Kolkata-700 071

Office _____, Police Station _____, Post _____, Pin Code _____, and (2) _____
 Aadhaar No. _____ having PAN _____, daughter of _____
 _____, residing at _____, Police Station _____,
 _____, Pin Code _____, hereinafter jointly referred
 to as the **ALLOTTEE(S)** (which expression shall unless excluded by or
 repugnant to the subject or context be deemed to mean and include his/her
 heirs, executors, administrators, legal representatives and assigns) of the
THIRD PART.

[If the Allottee is a company]

(CIN No. [____]) a company incorporated under the provisions of the
 Companies Act, [1956 or the Companies Act, 2013, as the case may be],
 having its registered office at [____] (PAN [____]), represented by its authorized
 signatory, (Aadhaar 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), of the **THIRD**
PART.

[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 (Aadhaar No. [____]) duly authorized vide hereinafter
 referred to as the "**ALLOTTEE**" (which expression shall unless repugnant to
 the context or meaning thereof be deemed to mean and include the partners
 or partner for the time being of the said firm, the survivor or survivors of
 them and their heirs, executors and administrators of the last surviving
 partner and his/her/their assigns), of the **THIRD PART**.

[OR]

[If the Allottee is a HUF]

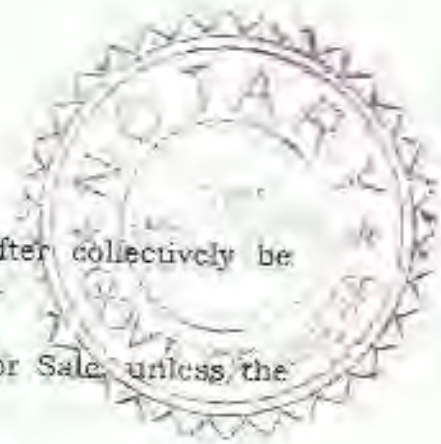
Mr. [____], (Aadhaar No. [____]), son of [____] aged about for self and as the Karta
 of the Hindu Joint Mitakshara Family known as HUF, having its place of
 business/residence at [____] (PAN [____]), hereinafter referred to as the
 "**ALLOTTEE**" (which expression shall unless repugnant to the context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

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 SWADES DEVELOPMENTS PVT. LTD.
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 PROMPT PROPERTIES MANAGEMENT PVT. LTD.
 PARIJAT DEVELOPERS PVT. LTD.
 SUNSHINE DEVELOPERS PVT. LTD.
 DRISHTI TOWERS PVT. LTD.
 ZENITH NIRMAL PVT. LTD. *Milan A Shah*
 ADBHUT VIMAY PVT. LTD.



KANAL KUMAR PAU,
 NOTARY, GOVT. OF INDIA
 Regd. No. 270754
 C.A.N.S. Club
 2 & 3 Backwell Street
 Kolkata-700 020

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The Owners, Promoter and Allottee(s) 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-

ACT - shall mean the West Bengal Housing Industry Regulation Act, 2017 (West Ben, Act XL of 2017).

ADVOCATES - shall mean **VICTOR MOSES & CO.**, Solicitors & Advocates, Temple Chambers, 6, Old Post Office Street, Kolkata - 700 001 appointed by the Promoter herein, inter alia, for preparation of this agreement and Conveyance for transfer of the apartment in the Project.

ARCHITECT - shall mean M/s. Sanon Sen & Associates Pvt. Ltd., of 5, Russell Street, Kolkata - 700017 or any other person(s) who may be appointed by the Owners/Promoter as the Architect for the Project and who is registered as an architect under the provisions of the Architects Act, 1972.

ASSOCIATION - shall mean an Association of Allottees in the Project duly formed by the Promoter under the provisions of West Bengal Apartment Ownership Act 1972 or any other similar Act applicable thereto.

APPLICATION MONEY- shall have the meaning ascribed to it in Clause NO.1.15 here under..

BLOCK : shall mean the Building block where the Apartment of the Allottees are situated comprising of residential areas, open or covered parking spaces and other constructions whatsoever to be constructed, erected and completed in accordance with the Plan.

BUILT-UP AREA : shall mean carpet area plus 100% area of the external walls which are not shared and 50% area of the external walls shared by the apartment and the adjacent apartment and 50% area of the walls shared by the apartment and the common facilities like lift lobbies, stairs, corridors and so on plus the open terrace, balcony area or verandah, if any.

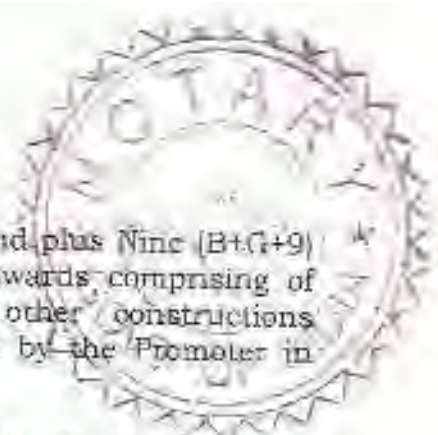
BOOKING AMOUNT- shall mean 10% of the Consideration for the Apartment which includes the Application Money.

- ABCON PROPERTIES PVT. LTD.
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- MONTE CARLO DEVELOPERS PVT. LTD.
- PROMPT DEVELOPMENT MANAGEMENT PVT. LTD.
- PARIJAT DEVELOPERS PVT. LTD.
- SUNSHINE DEVELOPERS PVT. LTD.
- DRISHTI TOWERS PVT. LTD.
- ZENITH NIRMAL PVT. LTD.
- ADBHUT VIMAY PVT. LTD.

Milansha Shah

05 MAY 2018

RANIL KUMAR DAS
NOTARY GOVT. OF INDIA
Regd. No. 27279
C.M.A. Court
7 & 2, Rajshahi Street
Kolkata - 700 017



BUILDING – shall mean the new Basement plus Ground plus Nine (B+G+9) storied building having two blocks from 2nd floor onwards comprising of residential apartments, car parking spaces and other constructions whatsoever to be constructed, erected and completed by the Promoter in accordance with the Plan.

CANCELLATION CHARGES- shall mean collectively (i) the Booking Amount, (ii) all interest liabilities of the Allottee(s) accrued till date of cancellation, (iii) the stipulated charges on account of dishonour of cheque and (iv) brokerage paid to the real estate agent/broker/channel partner.

CARPET AREA shall according to its context mean the usable floor area of the apartment described in the **Second Schedule** hereunder excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the apartment.

COMMON AREAS – shall mean and include the areas as mentioned in the **Part-I** of the **Third Schedule** hereunder written, to be used in common by all the allottees.

COMMON FACILITIES AND AMENITIES: shall mean and include the facilities and amenities as mentioned in **Part II** of the **Third Schedule** hereunder, to be used and enjoyed in common by all the allottees.

COMMON EXPENSES- shall mean and include as mentioned in the **Fourth Schedule** hereunder written all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the Allottees and to be contributed, borne, paid and shared by all the Allottees of the Project.

COMMON PURPOSES – shall mean and include the purpose of managing, maintaining and up keeping the said Project as a whole in particular the Common Areas, Common facilities and Amenities, rendition of common services in common to the Allottees, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Allottees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas, Common Facilities and Amenities of the Building and the Project in common.

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PARIJAT OVERSEAS PVT. LTD.
SUNSHINE DEVELOPERS PVT. LTD.
DRISHTI TOWERS PVT. LTD.
ZENITH NIRMAN PVT. LTD.
ADBHUT VITIMAY PVT. LTD.

Milan A. Shah

*AMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Regn. No. 2702/KM
D.M. & Co. Chand
11 T. Sircandy Street
Kolkata - 700 019

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COMPLETION CERTIFICATE - shall mean the completion certificate or such other certificate by whatever name called, issued by the competent authority certifying that the project has been developed according to the sanctioned plan(s), layout plan and specifications, as approved by the competent authority/authorities under the local laws, as applicable.

PLAN/S - shall mean the plan being **Building Permit No. 2016140109 dated 03/08/2016** sanctioned by the Kolkata Municipal Corporation for construction of a Basement plus Ground plus Nine (B+G+9) storied residential New Building upon the said Premises to be known as **KSHETRUM ASPIRE**, comprised of several independent Apartments and car parking spaces together with all modifications and/or alterations thereto and includes site plan, service plan, parking and circulation plan, landscape plan, layout plan, structural designs and such other plan(s) as permitted and approved by the competent authority.

RULES- shall mean the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.

REGULATIONS- shall mean the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.

SAID PREMISES - shall mean All that the piece and parcel of land containing an area of 1.19 Acres lying situate at and being Premises No. 923, Ho Chi Min Sarani, Ward No.128, within the limits of the Kolkata Municipal Corporation, Police Station-Parnashree, Kolkata-700 034, more fully and particularly mentioned and described in the **Part-II** of the **First Schedule** hereunder written.

SAID PROJECT - shall mean the development of the said premises by construction of new Basement plus Ground plus Nine (B+G+9) storied building having two blocks from 2nd floor onwards comprising apartments and commercial units on the ground floor, car parking spaces, open areas, common areas and all development works to be constructed, erected and completed by the Promoter in terms of this Agreement and the Plans together with all easement rights and appurtenances belonging thereto and to be known as **KSHETRUM ASPIRE**, which is presently under construction.

SAID SHARE - shall mean proportionate undivided indivisible impartible variable share in the land comprised underneath the new building in the said premises attributable to the said Apartment agreed to be purchased hereunder by the Allottees.

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CONSTITUTED ATTORNEY OF :-
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MONITOR - PVT. LTD.
PROMPT FINANCIAL MANAGEMENT PVT. LTD.
PARIJAT OIL SERVICES PVT. LTD.
SUNSHINE DEVELOPERS PVT. LTD.
DRISHTI TOWERS PVT. LTD.
ZENITH NIRMAL PVT. LTD.
ADBHUT VIMAY PVT. LTD.

Milana A Shah

Milana A Shah

KAMAL KUMAR RAJ
NOTARY GOVT. OF INDIA
Regd. No. 2801104
C.M.S. Court
7 B B Street of State
Kolkata-700011

05 NOV 2018



SAID APARTMENT - shall mean ALL THAT the 2BHK/3BHK Apartment No..... containing a carpet area ofsq. ft. (equivalent to a built up area ofsq. ft.) be the same a little more or less, Exclusive Balcony having area of ... sq.ft., Exclusive open terrace having an area of ... Sq.ft), on the Floor of the block no.... of the building of the Project known as **KSHETRUM ASPIRE** presently under construction more fully and particularly described in the **Part-I** of the **Second Schedule** hereunder written Together with the said Share Together With a Open/Covered/Independent/Dependent Car parking Space having an area of sq. ft. at the Ground Level/at the Basement **OR** Together With Right to park in Open Car Parking Space having an area of sq. ft.on the Ground Floor more fully and particularly described in the **Part-I** of the **Second Schedule** hereunder written and pro rata common areas of _____ sq.ft. of the Project more fully and particularly mentioned and described in the **I** of the **Third Schedule** hereunder written together with right to enjoy the Common Facilities and Amenities more fully and particularly mentioned and described in the **II** of the **Third Schedule** hereunder written to be used in common with the other Allottee(s).

SECTION- shall mean a section of the Act.

SIGNAGE SPACE - shall mean all signage and display spaces outside all the commercial units, if any in the Building and the exterior of the Building including the roofs, and the open areas of the Building as also the boundary walls of the Building. The Promoter shall be exclusively entitled to use such signage and display spaces at its discretion as it deems fit and proper.

SPECIFICATION - shall mean the specification for the said Project as mentioned in the **Part III** of the **Second Schedule** hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.

UTILITY ROOM - shall mean the room on the floor of the apartment or in any other floor or in the ground floor level wherever agreed to be sold along with the apartment.

All other words used herein shall have the same meaning, if defined in the Act or the Rules.

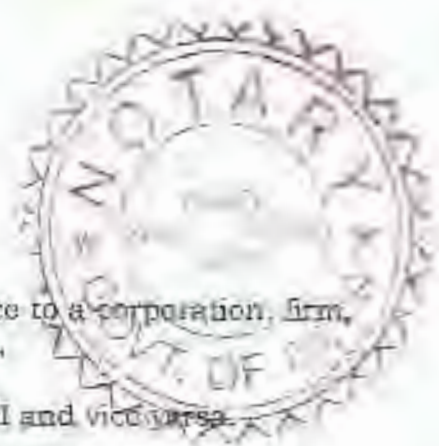
- ABCON PROPERTIES PVT. LTD.
- DIRECTOR MILAN A SHAH
- CONSTITUTED ATTORNEY OF :-
- SWADESH PROPERTIES PVT. LTD.
- MONITOR PROPERTIES PVT. LTD.
- PROMPT FINANCIAL MANAGEMENT PVT. LTD.
- PARIJAT DEVELOPERS PVT. LTD.
- SUNSHINE DEVELOPERS PVT. LTD.
- DRISHTI TOWERS PVT. LTD.
- ZENITH NIRMAL PVT. LTD.
- ADBHUT VITANAY PVT. LTD

MILAN A SHAH

MILAN A SHAH

05 NOV 2012

RAMAL KUMAR PALIT
NOTARY PUBLIC, GOVT. OF INDIA
Regd. No. 2700/04
E.M.'s Court
Bankaba Street
Bangalore



B. INTERPRETATION

- 1.2.1 Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa.
- 1.2.2 Words in singular shall include the plural and vice versa.
- 1.2.3 Reference to a gender includes a reference to all other genders.
- 1.2.4 A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- 1.2.5 Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement;
- 1.2.6 The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement; and
- 1.2.7 Words and expressions not defined herein but defined in the Act, shall have their meanings ascribed in the Act.

WHEREAS:

A. By an Indenture of Conveyance dated the 29th day of March, 2012 and registered with the Additional Registrar of Assurance-I, Kolkata in Book No.1, C.D. Volume No.7, Pages 4559 to 4586, Being No.03086 for the year 2012 and by another Indenture of Conveyance dated the 29th day of March, 2012 and registered with the Additional Registrar of Assurance-I, Kolkata in Book No.1, C.D. Volume No.8, Pages 1 to 28, Being No.03335 for the year 2012 and through the devolution of title more fully and particularly described in the **Part I** of the **First Schedule** hereunder written, the Owners became absolutely seized and possessed of or otherwise well and sufficiently entitled to All that the Premises No. 923, Ho-Chi-Minh Sarani, Kolkata more fully and particularly described in the **Part II** of the **First Schedule** hereunder written (hereinafter referred to as the **said Premises**) free from all encumbrances, charges, liens, lispendence, acquisitions, requisitions, trusts of whatsoever nature.

ABCON PROPERTIES PVT. LTD.
 DIRECTOR MILAN A SHAN
 CONSTITUTED ATTORNEY OF -
 SWADESHI APARTMENTS PVT. LTD,
 MONITOR DEVELOPERS PVT. LTD.
 PROMPT PROPERTIES MANAGEMENT PVT. LTD.
 PARIJAT DEVELOPERS PVT. LTD.
 SUNSHINE DEVELOPERS PVT. LTD.
 DRISHTI TOWERS PVT. LTD.
 ZENITH HIGHWAY PVT. LTD.
 ADBHUT VITIMAY PVT. LTD

Milan A. Shan

Milan A. Shan

KAMAL KUMAR PAL
 NOTARY PUBLIC, WEST BENGAL
 Regn. No. 2701104
 1st Floor, 2nd Floor
 237 Bank Street
 Kolkata-700015

05 NOV 2018



B. The Owners have caused a plan being Building Permit No. 2016140109 dated 03/08/2016 duly sanctioned by the Kolkata Municipal Corporation [herein after referred to as the **said Plan**] for construction of a Basement plus Ground plus Nine (B+G+9) storied residential building at the said Premises [herein after referred to as the **said Project**].

C. By an Agreement dated the 24th day of January, 2016 all the Owners herein have jointly formed an Association of Persons (AOP) in the name of KSHETRUM ESTATE, the Promoter herein, to develop the said Premises upon causing construction of the said Building as per the said Plan and authorized it to exploit the same commercially.

D. In pursuance of and in terms of the said Agreement and the said Plan, the Promoter herein at its own cost and expenses has started construction of the said New Building at the said Premises. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable.

E. The Owners and the Promoter are 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 premises, have been completed.

F. The Promoter has applied for registration of the Project under the provisions of the Act before the West Bengal Housing Industry Regulatory Authority and the obtained Registration No..... on

G. The Allottee(s) has/have applied for allotment of an apartment in the said the Project under development vide Application No. _____ dated _____ and has/have been allotted ALL THAT the 2BHK/3BHK Apartment No....., containing a carpet area ofsq. ft. (equivalent to a built up area ofsq. ft.) be the same a little more or less, Exclusive Balcony having area of ... sq.ft., Exclusive open terrace having an area of ... Sq.ft., on the Floor of the block no.... of the building of the Project known as **KSHETRUM ASPIRE** presently under construction more fully and particularly described in the **Part-I** of the **Second Schedule** hereunder written together with the said Share Together With a Open/Covered/Independent/Dependent Car parking Space having an area of sq. ft. at the Ground Level/at the Basement **OR** Together With Right to park in Open Car Parking Space having an area of sq. ft. on the Ground Floor more fully and particularly described in the **Part-I** of the **Second Schedule** hereunder written as permissible under applicable law (hereinafter collectively referred to as the "**said Apartment**") be developed in accordance to the Specifications as mentioned in **Part-II** of the **Second**

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 DRISHTI TOWERS PVT. LTD.
 ZENITH NIRMAN PVT. LTD.
 ADBHUT VIMAY PVT. LTD.

Milan A. Shah

Milan A. Shah

KOMAL KUMAR PALLI
 HON'BLE MEMBER
 WEST BENGAL GOVT. OF HOUSING
 West. No. 2701/14
 C. M. S. D. Office
 31 B Bhowani Street
 Kolkata-700 017

05 NOV 2016

Schedule hereto and of pro rata share of Sq.ft. in the Common Areas of the said Project more fully mentioned **Part-I** of the **Third Schedule** hereto together with right to enjoy the Common Facilities and Amenities more fully and particularly mentioned and described in the **II** of the **Third Schedule** hereunder written to be used in common with the other Allottee(s).

H. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. On demand from the Allottee(s), the Promoter has given inspection to the Allottee of all the documents of title relating to the Said premises and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Act.

I. It is hereby agreed that the Application Form bearing no. dated shall be deemed to be a part of this Agreement.

J. The parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the said Project.

K. 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.

L. The Allottee(s) has/have been made aware and has/have unconditionally agreed that the occupants of other apartments of the said Project shall also have complete and unhindered access to all Common Areas, Common Amenities and Facilities of the said Project which are meant or allowed by the Promoter for use and enjoyment by such other third parties who shall be entitled to enjoy all such Common amenities and facilities of the Project which are so intended by the Promoter for use of the occupants of other Buildings of the Project.

M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Owners and the Promoter hereby agree to transfer their right title and interest in the Apartment together with the pro rata share in the common areas of the Project under development and the right to enjoy all Common Amenities and Facilities of the Project and the Allottee(s) hereby agree(s) to purchase the said Apartment.

ABCN PROPERTIES PVT. LTD.
DIRECTOR MILAN A SHAH
CONSTITUTED ATTORNEY OF :-
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ZENITH NIRMAN PVT. LTD.
ADBHUT VIMAY PVT. LTD.

Milana Shah

Milana Shah

DR. RAJESH KUMAR PALLI
NOTARY SOVT. OF INDIA
REGD. No. 1700004
M.W. Court
T & S, Gandhinagar
Kharakpur, Delhi

05 NOV 2018

N. It has been agreed by the parties that the Association of all the allottee(s) of all the towers in the said Project as and when the said Project is completed in its entirety shall own in common all Project Common amenities and facilities of the Project together with all easements, rights and appurtenances belonging thereto.

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 Owners and the Promoter agree to sell to the Allottee(s) and the Allottee(s) hereby agree(s) to purchase, the said Apartment as specified in recital G above.

1.2.1 The Consideration of Apartment is Rs. _____ (Rupees _____) only ("Consideration of Apartment") as mentioned herein below

Block No. _____ Apartment No. _____ Type ___ BHK Floor _____	Rate of Apartment per square foot of carpet area : Rs. _____/-
Cost of apartment	Rs. _____/-
Cost of exclusive balcony or verandah areas	Rs. _____/-
Cost of exclusive open terrace	Rs. _____/-
Proportionate cost of common areas	Rs. _____/-
Covered (basement, ground, first floor) Parking -	Rs. _____/-
Consideration for the Apartment	Rs. _____/-

1.2.2 The Allottee(s) shall also be liable to pay the GST as applicable on the Consideration of the Apartment.

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1.2.3 The Total Extras and deposits in respect of Apartment is Rs. _____/- (Rupees _____ only ("Total Extras and Deposits") as mentioned herein below :

Extras and Deposits :	
Interest free Maintenance Security Deposit - (This amount is a refundable deposit which will be handed over to the association after giving the actual affect if any expenses made)	Rs.30 /- per sq. ft. on Carpet area plus pro rata common area.
Sinking Fund - This amount is payable as funds for future repairs replacement, improvements and developments in the said Project. This amount shall be adjusted against any arrears in maintenance charges and/or applicable taxes as the Promoter or the Association deem fit and proper.	Rs. _____/-
Transformer Charges & Electricity Charges - This amount is payable for the said Apartment as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Promoter in making arrangement with CESC Ltd. for providing and installing transformer at the said Project. Provided the Allottee shall pay the Deposit to CESC Ltd. directly on account of Individual Meter.	Rs. _____/-
Legal and Documentation Charges (a) Legal Charges (b) Legal Charges for Nomination	i) Rs.8,500/ at the time of execution of this agreement and balance Rs. 8,500/- on the date of notice of possession payable directly to Victor Moses & Co.; ii) Nomination Fees: Rs. 7,500/- for each apartment applicable for each nomination transfer.
Association Formation Charges	Rs.2BHK-5500.00 3BHK 7000.00

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Diesel Generator Power Backup- This amount is payable for the installation of Diesel Generator ("DG") for power backup to run the basic facilities in the Project. The maximum load that will be provided for 2BHK Apartments - 3 KW / 3BHK Apartments - 6 KW.	(a) Rs. 15,000 per KVA
Municipal Deposit	2BHK-Rs.20,000/- 3BHK-Rs.27,000/-
Processing Charges:	1) Rs.2,000/- at the time of execution of this agreement and balance Rs. 2,000/- on the date of notice of possession.
Electricity connection charge:	2BHK Rs.70,000.00 3BHK Rs.-95,000.00
Club Charges	2BHK 70,000.00 3BHK-95,000.00 (payable on completion of 9 th Floor Slab)
Total Extras and Deposits (in Rupees)	Rs. _____/-

1.2.4 The Allottee(s) shall also be liable to pay the GST as applicable on the Total Extras and Deposits of the Apartment.

1.2.5 The Total Consideration of the said Apartment and Total GST as applicable as mentioned in Clause 1.2.1 and 1.2.2 herein above, are hereinafter collectively referred to as the "said Total Price of the Apartment".

Explanation:

- (i) The Total Price of the Apartment above includes the Booking Amount paid by the Allottee(s) to the Promoter towards the said Apartment.
- (ii) The Total Price of the Apartment above includes the taxes already levied but excludes taxes and Cess which may be levied in future, in connection with the construction of the Project payable by the Promoter, by whatever name called, up to the date of handing over

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the possession of the said Apartment to the Allottee(s) and the said Project to the association of Allottee(s) after obtaining the completion certificate.

Provided further that if there is any increase in the rates 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(s).

Provided the Allottee(s) shall pay the Deposit to CESC Ltd. directly on account of Individual Meter.

- (iii) The Promoter shall periodically intimate in writing to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment as demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) 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, cost of providing lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas as mentioned in clause 1.2 above.
- 1.3 If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Allottee(s) on the consideration payable to the Promoter and the same shall be deposited by the Allottee(s) to the concerned authority within the time period stipulated under law and the Allottee shall provide proper evidence thereof to the Promoter within 15 (Fifteen) days of such deduction. If such deposit of TDS is not made by the Allottee(s) to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee(s) under this agreement and the amount thereof shall be treated as outstanding.
- 1.4 The Total Price of the Apartment is escalation-free, save and except increases which the Allottee(s) hereby agree(s) 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

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Allottee(s) 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 being issued to the Allottee(s), 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.

If prior to execution of the Deed of Conveyance, the Allottee(s) nominates his/their provisionally allotted apartment unit and in favor of any other person or persons in his/their place and stead, the Allottee(s) may do so with the permission of the Promoter subject to payment of Transfer Fees @ 2% (two per cent) of the Consideration of the Apartment plus GST as applicable to the Promoter. 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(s) agree(s) and understand(s) that all the standard fitting, interiors, furniture, kitchenette and fixtures and dimension provided in the show/model residential apartment exhibited at the site, if any, only provides a representative idea and the actual Apartment agreed to be constructed may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model Apartment and the Allottee(s) shall not be entitled to raise any claim for such variation.

- 1.5 The Allottee(s) shall make the payment as per the payment plan set out in **Fifth Schedule** hereto ("**Payment Plan**").
- 1.6 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments for the period by which the respective installment has been preponed, The rate of discount shall be decided by the promoter and that shall be binding upon the Allottee(s). The

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Provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.



- 1.7 The Common Amenities and Facilities of the Project shall always be and remain subject to change of location and modification, as may be deemed fit and necessary by the Promoter to accommodate future plans of development of other parts of the Project and the Allottee(s) hereby accept(s) the same and shall not raise any objection, or hindrances thereto and/or shall be deemed to have hereby granted an unconditional approval and consent to such change in all such Common Amenities and Facilities.
- 1.8 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Apartment without the previous written consent of the Allottee(s) 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(s), or such minor changes or alterations in accordance with the provisions of the Act.
- 1.9 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee(s) after the construction of the Building is complete and the occupancy certificate or such other certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by the Allottee(s) within forty-five (45) days with annual interest at the rate prescribed in the Rules, from the date when such excess amount was paid by the Allottee(s). If there is any increase in the carpet area, which is not more than three (3%) percent of the carpet area of the apartment, allotted to Allottee(s), the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in 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.
- 1.10 The rights of the Allottee(s) is limited to ownership of the said Apartment and the Allottee(s) hereby accept(s) the same and shall

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not, under any circumstances, raise any claim, of ownership, contrary to the above.

- 1.11 The Allottee(s) shall only have user rights in the Common Amenities & Facilities as also in common areas of other Towers of the Project to the extent required for beneficial use and enjoyment of the said Apartment, the Allottee(s) hereby accept(s) the same and shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Common Amenities & Facilities and/or common areas of the other towers of the said Project.
- 1.12 Subject to Para 9.3, the Promoter agrees and acknowledges that the Allottee(s) shall have the right to the Apartment as mentioned below:
- (i) The Allottee(s) shall have exclusive ownership of the Apartment;
 - (ii) The Allottee(s) shall also have right to use the undivided pro rata share in the Common Areas of the said Project transferred to the Association of Allottees, subject to its formation and registration, as per applicable laws. Since the share/interest of the Allottee(s) in the Common Areas and Common Amenities & Facilities of the said Project is undivided and cannot be divided or separated, the Allottee(s) shall use all Common Areas, Common Amenities & Facilities of the Project 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 Amenities & Facilities to the Association of Allottee(s) after duly obtaining the Completion Certificate from the competent authority for the Project subject to the formation and registration of the Association. Further, the right of the Allottee(s) to use the Common facilities shall always be subject to the timely payment of maintenance charges and other charges as applicable from time to time.
 - (iii) The Allottee(s) has/have the right to visit the said Project site to assess the extent of development of the said Project and his/her/their Apartment, subject to prior consent of the Project Engineer/Manager and complying with all safety measures while visiting the site.

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(iv) The Promoter will not entertain any request for modification in the layouts of the Apartment and external facade of the Towers and common areas including common facilities and amenities.

1.13 It is made clear by the Promoter and the Allottee(s) agree(s) that the Apartment along with the parking space and the utility room, if there be any, 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 premises 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(s). It is clarified that Common Amenities & Facilities of the Project shall be available only for use and enjoyment of the Allottees of the said Project.

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

1.15 Out of the Booking Amount, the Allottee(s) has/have paid a sum of Rs. _____ /- (Rupees _____ only) (Including Rs. _____ as GST) as application money ("**Application Money**") at the time of applying for the Apartment, the receipt of which the Promoter hereby acknowledges. On or before the **Effective Date** (the date of execution of this Agreement) the Allottee(s) has/have paid the balance Booking Amount of Rs. _____ /- (Rupees _____ only) (Including Rs. _____ as GST). The Booking Amount forms part of the Total Consideration and the Allottee(s) hereby agree(s) to pay the remaining price of the said Apartment as prescribed in the Payment Plan [**Fifth Schedule**] as

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may be demanded by the Promoter within the time and in the manner specified therein.

Provided That if the Allottee(s) delay(s) in payment towards any amount which is payable, he shall be liable to pay interest at the rate of the then prime lending rate of the State Bank of India (SBI PLR) plus two percent (2%) thereon per annum.

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan in the **Fifth Schedule** through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of **KSHETRUM ESTATE** payable at Kolkata. Time shall be the essence of the contract in this regard.

3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 3.1 The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/ modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understand(s) and agree(s) that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she /they 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(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the

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signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any under applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee(s) 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(s) only.

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

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

5. **TIME IS ESSENCE:**

(i) Time is essence for the Promoter as well as the Allottee. 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(s) and the common areas to the association of Allottees subject to the same being formed and registered or the competent authority, as the case maybe.

If the Promoter at any time during the Project execution finds itself in a situation which prevents it from completing the Project within time and/or extended time in such event the Promoter will have the right to return the money with interest @ prime lending rate of the State Bank of India plus two per cent p.a.

Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in the Payment Plan.

(ii) In case payment is made by any third party on behalf of Allottee, the Promoter will not be responsible towards any third party making

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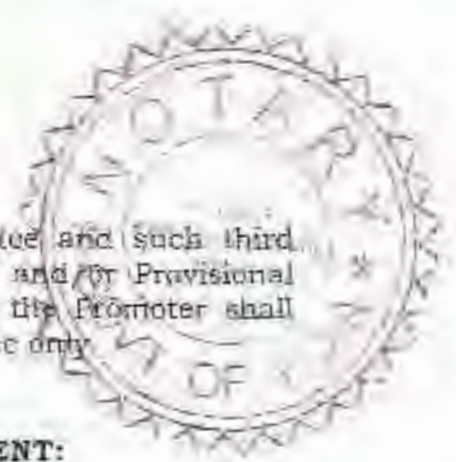


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such payment/remittances on behalf of the Allottee and such third party shall not have any right in the Application and/or Provisional Allotment, if any, in any manner whatsoever and the Promoter shall issue the payment receipts in the name of the Allottee only.



6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The Allottee(s) has/have seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by such authorities and shall not have an option to make any variation/alteration/modification in such plans, other than as agreed upon or in the manner provided under applicable laws, 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 said Apartment** The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee(s) and the Common Areas to the Association (subject to its formation and registration) or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete Common Areas, right to use common areas with all specifications, common amenities and facilities of the said Project in place on 31.12.2022 with a grace period of 6 months unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project or any unforeseen occurrences, acts, court order, events, omissions or accidents which are beyond the reasonable control of the Owners and the Promoter so prevented and does not arise out of a breach by such Party of any of its obligations under this agreement ("Force Majeure").

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MOUNTAIN VIEW LTD
PROMOTER/ MANAGEMENT PVT LTD
PARTIAL OWNER/ PVT LTD
SUNSHINE INFRA PVT LTD
BRIGHT BLENDS PVT LTD
CENTRO WORKS PVT LTD
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Shri. S. S. Shah

S. S. Shah

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If however, the completion of the said Project is delayed due to the Force Majeure conditions then the Allottee(s) agree(s) 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(s) agree(s) and confirm 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(s) the entire amount (less any taxes collected from the Allottee) received by the Promoter from the allotment within 45 (forty five) days from that date. The Promoter shall intimate the Allottee(s) about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) agree(s) that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited including stamp duty, registration charges and incidental charges with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee(s) shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

- 7.2 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate/completion certificate from the competent authority and on receipt of the Total Price shall offer in writing the possession of the Apartment (**Possession Notice**), to the Allottee(s) in terms of this Agreement to be taken within two (2) months from the date of issue of occupancy certificate/completion certificate (**Possession Date**).

Provided That, in the absence of local law and subject to the Allottee(s) complying with his/her/their obligations hereunder, the conveyance deed in favour of the Allottee(s) shall be carried out by the Promoter within 3 (three) months from the date of issue of occupancy certificate/completion certificate subject to the Allottee making payment on account of stamp duty, registration fee etc.

Provided Further That the Promoter shall not be liable to deliver possession of the Apartment to the Allottee(s) nor to execute or cause

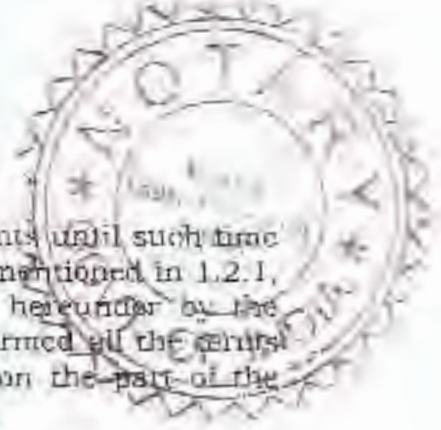
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DIRECTOR MILAN A SHAH
CONSTITUTED ATTORNEY OF :-
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to be executed Conveyance Deed or other instruments until such time the Allottee(s) make(s) payment of all amounts as mentioned in 1.2.1, 1.2.2 and 1.2.3 agreed and required to be paid hereunder by the Allottee(s) and the Allottee(s) has/have fully performed all the terms conditions and covenants of this Agreement and on the part of the Allottee(s) to be observed and performed until then.

The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter, not due to any act or omission on the part of the Allottee(s).

The Allottee(s), 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 Occupancy certificate/Completion certificate for the said Project.

The Promoter shall hand over copy of the occupancy certificate/completion certificate of the Apartment to the Allottee(s) at the time of conveyance of the same. The Promoter shall hand over copy of the occupancy certificate/completion certificate to the Association after the formation of the Association.

7.3 Failure of Allottee(s) to take possession of Apartment – Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee(s) shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as required and the Promoter shall give possession of the Apartment to the Allottee(s).

In case the Allottee(s) fail(s) to take possession within the time provided in para 7.2 such Allottee(s) shall be deemed to be in such possession and the Allottee(s) shall be liable to pay municipal tax and other outgoings and further holding charge of Rs.5,000/- per month or part thereof for the period of delay of taking possession from such date as notified in the Possession Notice. **(Deemed Possession)**.

On and from the Possession or Deemed Possession date:

(i) The Apartment shall be at the sole risk and cost of the Allottee(s)

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SINER - BUILDERS PVT. LTD.
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and the Promoter shall have no liability or concern thereof.

- (ii) The Allottee(s) shall become liable to pay the Maintenance Charges in respect of the said Apartment and the Common Areas on and from the Possession Date and Deemed Possession.
- (iii) All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the Common Areas shall be paid and borne by the Allottee(s) proportionate to his interest therein and those relating only to the said Apartment shall be borne solely and conclusively by the Allottee(s), with effect from the Possession Date and the Deemed Possession.
- (iv) All other expenses necessary and incidental to the management and maintenance of the said Project.

7.4 **Possession by the Allottee(s)** - After obtaining the occupancy certificate/completion certificate and handing over physical possession of the Apartment to the Allottee(s), 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. Provided That, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Association of Allottees subject to its formation and registration or the competent authority, as the case may be, within 30 (thirty) days after obtaining the Completion Certificate.

7.5 **Cancellation by Allottee(s)**— The Allottee(s) shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act.

Provided that subject to clause 7.5 (i) below, where the Allottee(s) propose(s) to cancel/withdraw from the Project without any fault of the Promoter, the Allottee(s) shall serve a 90 (ninety) days' notice in writing on the Promoter and on the expiry of the said period the allotment shall stand cancelled and the Promoter herein is entitled to forfeit 10% of the total price of the apartment as mentioned in clause 1.2 hereinabove plus applicable taxes.

The Allottee(s) acknowledge(s) that in the event of Allottee(s) terminating this Agreement for Sale for no default on the part of the Promoter, the Promoter is bound to suffer huge loss in as much as the

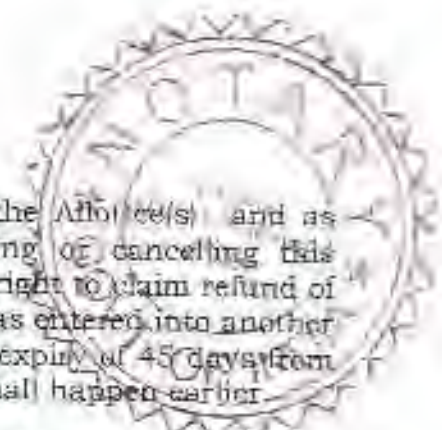
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DIRECTOR MILAN A SHAH
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Rajasthan

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said Apartment having remained blocked for the Allottee(s) and as such, in the event the Allottee(s) terminating or cancelling this Agreement for Sale, the Allottee(s) waive(s) the right to claim refund of balance amount until such time the Promoter has entered into another agreement with any other person or before the expiry of 45 days from the date of such termination, whichever event shall happen earlier.

The Promoter shall refund the balance amount by cheque/ demand draft. The Allottee(s) shall be at liberty to claim applicable taxes from the concerned authorities and not from the Promoter.

Where the Allottee(s) propose(s) to cancel/withdraw from the Project without any fault of the Promoter then in such event the Allottee(s) shall be entitled to exercise such right of termination only if on the date when the Allottee(s) so express(es) his/their intent to terminate this Agreement, the Total Price then prevailing for transfer of an Apartment in the Project is not less than the Total Price payable by the Allottee(s) under this Agreement, and the Allottee(s) agree(s) and undertake(s) that the decision of the Promoter in this regard shall be final and binding on the Allottee(s).

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited including stamp duty, registration charges and incidental charges with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee(s) shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

7.6 **Compensation** — The Owner shall compensate the Allottee(s) in case of any loss caused to him/them due to defective title of the land on which the Project thereof is being developed or has been developed, in the manner as provided under applicable laws 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 Promoter 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 Allottee(s), in case the Allottee(s)

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URRINI TOWERS PVT LTD
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J. K. Sharma

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wishe(s) to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with applicable interest rate in the manner as provided under applicable laws within 45 (forty-five) days of it becoming due.

Provided That where the Allottee(s) do/does not intend to withdraw from the Project, the Promoter shall pay the Allottee(s) applicable interest rate 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(s) within 45 (forty-five) days of it becoming due.

8. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER;**

The Promoter and/or Owners hereby represent/s and warrant/s to the Allottee as follows:

- (i) The Owners have absolute, clear and marketable title with respect to the said premises; The Promoter has the requisite rights to carry out development upon the said premises and absolute, actual, physical and legal possession of the said premises for the said Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Project;
- (iii) There are no encumbrances upon the Said premises or the Project as on the Effective Date;
- (iv) There are no litigations pending before any court of law or authority with respect to the said premises/Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the said Project, said premises 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, Project Land, buildings and apartment and the 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;

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- whereby the right, title and interest of the Allottee created herein, may be prejudicially affected;
- (vii) The Owners/Promoter has/have not entered into any agreement for sale and/or any other agreement or arrangement with any person or party with respect to the Apartment which will, in any manner, affect the rights of the Allottee(s) under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee(s) 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(s) and the Common Amenities & Facilities of the said Project to the Association of Allottees or the competent authority, as the case may be after the completion of the entire project.
- (x) The said premises is not the subject matter of any FIF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said premises;
- (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 said Project to the competent authorities till the completion certificate of the Project 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) has been handed over to the Allottee(s) 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 premises) has been received by or served upon the Promoter in respect of the said premises and/or the Project Land.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

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

9.2 In case of default by Promoter under the conditions listed above, the Allottee(s) is/are entitled to the following:

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

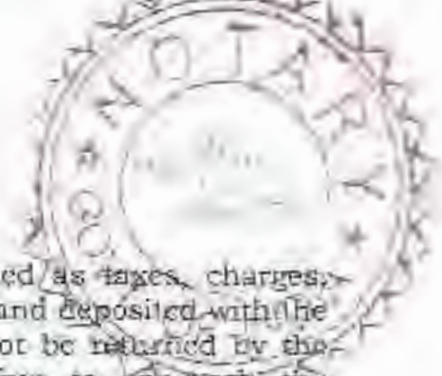
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Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be refunded by the Promoter and the Allottee(s) shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

9.3 The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:

(i) In case the Allottee(s) fail(s) to make any of the payments within the due dates as per the Payment Plan scheduled hereto, despite having been issued notice in that regard the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate of the then prime lending rate of the State Bank of India plus two (2%) percent thereon per annum from the date of default till actual payment is made;

(ii) In case of default by Allottee(s) under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee(s) and forfeit an amount equal to the Cancellation Charges and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottee(s) shall, subject to Clause 7.5 above, be returned by the Promoter to the Allottee within 45 (forty five) days of such cancellation and this Agreement shall thereupon stand terminated:

Provided that the Promoter shall intimate the Allottee(s) about such termination at least 30 (thirty) days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment and the Total Extras and Deposits as per para 1.2 under this Agreement from the Allottee(s) shall execute a Deed of Conveyance and convey the title of the Apartment together with the prorata share in the Common Areas of the Project within 3 months from the date of issuance of the occupancy certificate and/or the completion certificate, as the case may be, to the Allottee(s). Provided That, in the absence of local law, the Deed of Conveyance in favour of the Allottee(s) shall be carried out by the Promoter within 3 months from the date of issue of occupancy certificate/completion certificate.

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However, in case the Allottee(s) fail(s) to deposit the stamp duty and/or registration charges and/or other charges and miscellaneous incidental expenses within the period mentioned in the notice, the Allottee(s) authorize(s) the Promoter to withhold registration of the conveyance deed in his/her/their favour till payment of stamp duty and registration charges and/or other charges to the Promoter is made by the Allottee(s). All liabilities owing to such non-registration shall be to the account of the Allottee(s) and the Allottee(s) shall indemnify and keep the Promoter saved harmless and indemnified of from and against all loss damage costs claims demands suffered or incurred or likely to be suffered or incurred by the Promoter.

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

The Promoter shall be responsible to provide and maintain essential services in the said Project till the taking over of the maintenance of the said Project by the Association of Allottees upon the issuance of the completion certificate of the Project. In case the formation of the Association is delayed beyond the said period, the Promoter shall provide and maintain the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottee(s) shall be liable to pay to the Promoter or facility management company, the charges for such maintenance as fixed by the Promoter at actuals.

During the interim maintenance period between obtaining of the completion certificate of such 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.

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 also guest charges and the user charges for the utilities being provided on "pay by use" basis if any.

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.

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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.

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.

The Common Areas of the said Project shall be handed over to the Association upon formation of such association (the "Association").

The Allottee will be required to complete the formalities of becoming a member of the Association and also to comply with the Rules and Bye-laws of the Association.

The Promoter shall at an appropriate time within a maximum period of 30 days from the date of completion certificate of the said Project notify the detailed scheme of formation of the Association to the Allottee (as also to all other Allottees of other apartments of Project) in accordance with applicable laws so as to enable them to constitute/form such Association.

As and when any plant and machinery, including but not limited to, dg sets, electric sub-stations, pumps, firefighting equipment or any other plant, machinery and/or equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by all the apartment acquirers in the project on pro-rata basis as specified by the association. the promoter and upon completion the association shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the allottees agree to abide by the same

12. DEFECT LIABILITY:

12.1 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(s) from the date of handing over possession, save those as mentioned in clause 12.2 below, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved

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 C. No. 10/14
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Allottees shall be entitled to receive appropriate compensation in the manner as provided under applicable laws for the time being in force.

12.2 The Promoter shall not be liable to rectify any defect occurring under the following circumstances:

- i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the Apartment, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- ii) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- iv) If the Allottee after taking actual physical possession of the Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;
- v) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.

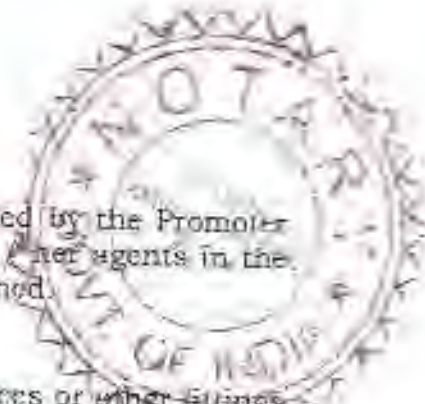
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 DIRECTOR MILAN A SHAH
 CONSTITUTED ATTORNEY OF :-
 SWADESHI PROPERTIES PVT. LTD.
 MONITOR PROPERTIES PVT. LTD.
 PROMPT PROPERTIES MANAGEMENT PVT. LTD.
 PARADISE PROPERTIES PVT. LTD.
 SUNSHINE DEVELOPERS PVT. LTD.
 DRISHTI TOWERS PVT. LTD.
 ZENITH NIRMAN PVT. LTD.
 ADBHUT VIMAY PVT. LTD.



Milan A. Shah

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 Kolkata-700 017

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- vi) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his/her agents in the manner in which same is required to be maintained.
- vii) Any electrical fittings and/or gadgets or appliances or ~~other fittings~~ and fixtures provided by the Promoter in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.
- viii) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

12.3 The liability of the Promoter to undertake any such remedial steps shall arise only in cases where the defect is established as having been caused due to the fault of the Promoter AND FURTHER PROVIDED THAT the same has not been caused and/or occasioned directly and/or indirectly, by/due to any act of commission and/or omission of any act, deed or thing of/by the Allottee and/or of/by the men, servants, contractors, agents personnel etc. of the Promoter and/or due to normal wear and tear etc. AND FURTHER PROVIDED THAT no steps have been/or taken by the Promoter of his/her/their/its own volition in an endeavour to rectify any such purported defect. In the event that there is any dispute specifically in relation to any alleged defect or deficiency as stated aforesaid, the said dispute shall, notwithstanding anything to the contrary contained in this Agreement, be referred to the Architect, whose decision in respect thereof shall be final and binding.

Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause 12 hereinabove.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/association of Allottees shall have the right 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

ABDOL PROPERTIES PVT. LTD
 DIRECTOR: MUMIN A SHAH
 CONSULTANT ATTORNEY FOR -
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 ... MANAGEMENT PVT LTD
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 ... PVT LTD
 ... PVT LTD
 ... PVT LTD

Mumin Shah

Mumin A Shah

05 NOV 2018

KAMAL KUMAR PALLI
 NOTARY GOVT. OF INDIA
 Regd. No. 2705/14
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 28-3 Marshall Street
 Coimbatore 641 001

due notice and during normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

Use of basement and service areas:

The basement(s) and service areas, if any, as located within the Project shall be earmarked for purposes such as parking spaces and services including but not limited to electrical sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire lighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or 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, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board, name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee 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

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DIRECTOR MILAN A SHAH
CONSTITUTED ATTORNEY OF :-
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PARIJAT OVERSEAS PVT. LTD.
SUNSHINE DEVELOPERS PVT. LTD.
DRISHTI TOWERS PVT. LTD.
ZENITH NIRMAL PVT. LTD.
ADSHUT VIMAY PVT. LTD.



Milan A. Shah

NARAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Page No. 2700/04
C.M.A. Court
2 & 3 Park Road, 2nd
Floor, TO 011

05 NOV 2017

Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

15.3 The Allottee shall plan and distribute his 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.

15.4 The Promoter shall make provisions only for two service providers as selected by the Promoter for providing the services of cable, broadband, telephone etc. 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 two service providers to all the Apartments.

16. 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.

17. 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 building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for minor changes or alterations as may be necessary due to architectural or structural reasons or as may be mutually agreed to or permitted in accordance to applicable laws.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

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DIRECTOR MILAN A SHAH
CONSTITUTED ATTORNEY OF :-
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MONITOR BUILDERS PVT. LTD.
PROMPT FINANCIAL MANAGEMENT PVT. LTD.
PARIJAT OVERSEAS PVT. LTD.
SUNSHINE DEVELOPERS PVT. LTD.
DRISHTI TOWERS PVT. LTD.
ZENITH NIRMAN PVT. LTD. *Milan A Shah*
ADBHUT VIMAY PVT. LTD.



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Regd. No. 270003
CALCUTTA Court
1 & 3 BANGSAL Street
Kolkata-700 011

05 NOV 2018

However, for obtaining financial assistance and/or loans from Banks, Financial institutions and other lenders, the Promoter may already have created mortgage and/or charge on the said premises and shall be at liberty to create further mortgages and/or charges in respect of the said premises or any part thereof and the Allottee hereby consents to the same. **Provided** However that at the time of execution of the deed of conveyance / transfer in terms hereof, the Promoter assures to have the said Apartment released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Apartment free of all such mortgages and charges created by the Promoter.

19. APARTMENT OWNERSHIP ACT:

The Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter will show compliance of various laws/regulations as applicable in West Bengal.

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned authorities as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the concerned authorities 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.

Provided that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

ABCON PROPERTIES PVT. LTD.
DIRECTOR MILAN A SHAH
CONSTITUTED ATTORNEY OF :-
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MONITOR BUILDERS PVT. LTD.
PROMPT FINANCIAL MANAGEMENT PVT. LTD.
PARIJAT OVERSEAS PVT. LTD.
SUNSHINE DEVELOPERS PVT. LTD.
ORISHI TOWERS PVT. LTD.
ZENITH NIRMAL PVT. LTD.
ADBHUT VIMAY PVT. LTD.



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NOTARY GOVT. OF INDIA
Regd. No. 270001
C. & L. Court
P. K. J. Road, 1st Floor
Kolkata-700 017

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Provided that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

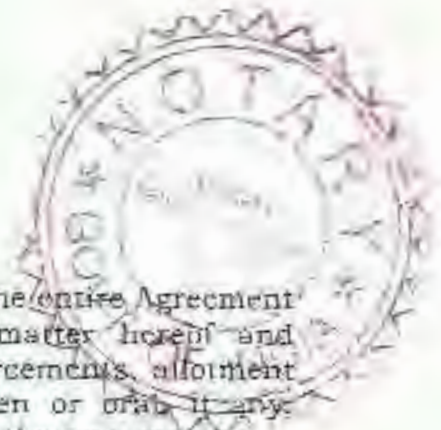
ABCON PROPERTIES PVT. LTD.
DIRECTOR MILAN A SHAH
CONSTITUTED ATTORNEY OF :-
SWADESHI APARTMENTS PVT. LTD.
MONITOR BUILDERS PVT. LTD.
PROMPT FINANCIAL MANAGEMENT PVT. LTD.
PARIJAT OVERSEAS PVT. LTD.
SUNSHINE DEVELOPERS PVT. LTD.
DRISHTI TOWERS PVT. LTD.
ZENITH NIRMAL PVT. LTD.
ADBHUT VIMAY PVT. LTD.



Milan A Shah

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NOTARY GOVT. OF INDIA
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1 A 3 Bhowani Street
Calcutta-700 001

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21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

This Agreement may only be amended by written consent of the parties.

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

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the

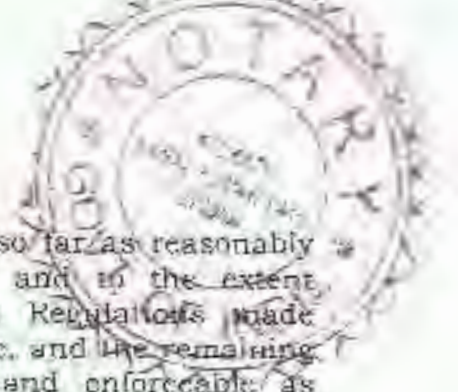
ASSON PROPERTIES PVT. LTD.
DIRECTOR MILAN A SHAR
CONSULTANT ATTORNEY OF -
SWAGATI SYSTEMS PVT. LTD.
MONITOR & USERS PVT. LTD.
PROJECT FINANCIAL INVESTMENT PVT. LTD.
PARUL DEVELOPERS PVT. LTD.
SUNSHINE DEVELOPERS PVT. LTD.
DRIVING FORCE PVT. LTD.
ZENITH HERMAN PVT. LTD.
ARBITRATOR PVT. LTD.

Milan A. Shar

Kanak Kumar Bhatti

KANAK KUMAR BHATTI
NOTARY PUBLIC OF INDIA
Regd. No. 2700104
C.M.J's Court
7 & 3 Banskhal Street
Lucknow-226 001

05 NOV 2011



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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in 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 said Project.

27. FURTHER ASSURANCES:

All 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.

28. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory, at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution of the said Agreement shall be registered at the office of the Sub Registrar at Alipore, and/or Registrar of Assurances at Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

29. NOTICES:

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:

ABCON PROPERTIES PVT. LTD.
DIRECTOR MILAN A SHAH
CONSTITUTED ATTORNEY OF :-
SWADESHI APARTMENTS PVT. LTD.
MONITOR BUILDERS PVT. LTD.
PROMPT FINANCIAL MANAGEMENT PVT. LTD.
PARIJAT OVERSEAS PVT. LTD.
SUNSHINE DEVELOPERS PVT. LTD.
DRISHTI TOWERS PVT. LTD.
ZENITH NIRMAN PVT. LTD.
ADBHUT VIMAY PVT. LTD.

Milan A Shah

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NOTARY PUBLIC, OF INDIA
Reg. No. 279000A
C.M.A.'s, Calcutta
2 & 3 Sardar Hall Street
Kolkata 700 011

05 NOV 2018

KSHETRUM ESTATE, (Promoter name)
 at PS Peninsula, 8th Floor, suit no. 801,1/1A/2 Mahendra Roy Lane,
 Kolkata- 700 046 (Promoter Address)

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.

30. JOINT ALLOTTEES:

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

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Apartment, prior to the execution and registration of this Agreement for Sale for such 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 and regulations made thereunder.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration & Conciliation Act, 1996.

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 DIRECTOR MILAN A SHAR
 CONSTITUTED ATTORNEY OF -
 SWADESHI ESTATES PVT LTD,
 MENTOR ESTATES PVT LTD,
 ANCHOR ESTATE MANAGEMENT PVT LTD,
 PEARL JEWEL PVT LTD,
 SUNSHINE DEVELOPERS PVT LTD,
 DREAM TOWERS PVT LTD,
 ZENITH WEALTH PVT LTD,
 ROBINET HEIGHT PVT LTD

Milan A. Shah

Kamal Kumar Bolla

KAMAL KUMAR BOLLA
 NOTARY GOVT. OF INDIA
 Reg. No. 2770/04
 CHAMBAL Court
 P. A. 3 Balkrishna Street
 Kolkata-700 011

5 NOV 2008

Courts of Kolkata alone shall have jurisdiction to entertain or decide any dispute between the parties.

34. OTHER TERMS AND CONDITIONS

The parties have agreed that notwithstanding anything to the contrary contained in this Agreement hereinbefore, the Agreement shall be subject to the following other respective terms conditions and covenants on the parts of the Owners, Promoter and Allottees to be respectively paid observed and performed, as the case may be

34.1 If the Allottee(s) prior to execution of the Deed of Conveyance intend to nominate his/her/their provisionally allotted said Apartment unto and in favor of any other person or persons in his/her/their place and stead, the Allottee(s) may do so with the permission of the Promoter subject to payment of a sum calculated @ 2% of the Total Consideration of the apartment or the prevalent market valuation whichever is higher, plus applicable taxes to the Promoter. 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.

However, the Allottee(s) shall be entitled to transfer or assign the benefits /rights of the Allottee(s) under this Agreement or nominate any person excluding a person who already has purchased an Apartment in the said Project or his/her/their spouse or minor children.

The Allottee(s) admit(s) and accept(s) that after the Lock in period (mentioned herein below) and before the execution and registration of conveyance deed of the said Apartment, the Allottee(s) 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:**

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DIRECTOR MILAN A SHAH
CONSTITUTED ATTORNEY OF :-
SWADESHI APARTMENTS PVT. LTD.
MONITOR BUILDERS PVT. LTD.
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PARIJAT OVERSEAS PVT. LTD.
SUNSHINE DEVELOPERS PVT. LTD.
DRISHTI TOWERS PVT. LTD.
ZENITH NORMAN PVT. LTD.
ADBHUT VITIMAY PVT. LTD.

Milan A. Shah

Kamal Kumar Paul

KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Regd. No. 2708/04
CHAMLE CAMP
1/3 Baleswar Road
Kolkata-700 011

06 NOV 2018



The Allottee(s) 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(s) 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(s) shall obtain prior permission of the Promoter and the Allottee(s) and the nominee shall be bound to enter into a tripartite agreement with the Promoter and the Allottee(s).

34.2 The Allottee(s) agree(s) and understand(s) that all the standard fitting, interiors, furniture, kitchenette and fixtures and dimension provided in the show/model residential Unit exhibited at the site only provides a representative idea and the actual Apartment agreed to be constructed will be as per specifications mentioned in this agreement in **Part II of the Second Schedule** written here under and the same may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model unit and the Allottee(s) shall not be entitled to raise any claim for such variation.

34.3 In the event of the Allottee(s) obtaining any financial assistance and/or housing loan from any bank/ financial institution the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the Agreement between the Allottee(s) and the Bank/ financial institution, SUBJECT HOWEVER the Promoter being assured of all amounts being receivable for sale and transfer of the said Apartment and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee(s) from such bank/ Financial Institution.

34.4 In case payment is made by any third party on behalf of Allottee(s), the Promoter will not be responsible towards any third party making such payment/remittances on behalf of the Allottee(s) and such third party shall not have any right in the Application and/or Provisional Allotment, if any, in any manner whatsoever and the Promoter shall issue the payment receipts in the name of the Allottee(s) only.

ABCON PROPERTIES PVT LTD
 DIRECTOR: MILAN A SHAH
 CONSTITUTED ATTORNEY OF:-
 SWADESHI REAL ESTATE PVT LTD,
 MONITORAL ESTATE PVT LTD,
 PROMPTWAY ESTATE MANAGEMENT PVT LTD,
 REFURB ESTATE PVT LTD,
 SLOVENWAY DEVELOPMENT PVT LTD,
 DRISHTI DWARIS PVT LTD,
 ZENITH HOMES PVT LTD,
 ARSHAD HOMES PVT LTD

A handwritten signature in black ink, appearing to read 'Milan A. Shah'.

Milan A. Shah

KAMAL KUMAR PAUL
 NOTARY GOVT. OF INDIA
 Regd. No. 2700/04
 C.M.N's. Court
 2 & 3 Bankshall Street
 Kolkata-700 001

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34.5 In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the **Part II** of the **Second Schedule**.

34.6 The Possession Date has been accepted by the Allottee(s). However, if the said Apartment is made ready prior to the Completion Date, the Allottee(s) undertakes(s) and covenant(s) not to make or raise any objection to the consequent pre-ponement of his/her/their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee(s) is/are linked inter alia to the progress of construction and the same is not a time linked plan.

34.7 The right of the Allottee(s) shall remain restricted to his/her/their respective Apartment and the properties appurtenant thereto and the Allottee(s) shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartment or space and/or any other portions of the said Project.

34.8 In the event of cancellation of allotment, after deducting the cancellation charges, the balance amount of money paid by the Allottee(s) (other than Taxes paid by the Allottee(s) and/or stamp duty and registration charges incurred by the Allottee(s)) shall be returned by the Promoter to the Allottee(s) without interest, out of the amounts received by the Promoter against sale of the Designated Apartment to any other interested person.

34.9 If due to any act, default or omission on the part of the Allottee(s), the Promoter is restrained from construction of the said Project and/or transferring and disposing of the other Apartments in the Project or Complex then and in that event without prejudice to the Promoter's such other rights the Allottee(s) shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.

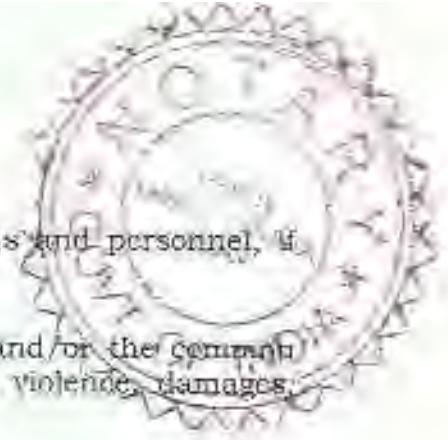
34.10 The Promoter will not entertain any request for modification in the internal layouts of the Apartment. In case the Allottee(s) desire(s) (with prior written permission of the Promoter) to install some different fittings

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- Cost of operating the fire fighting equipments and personnel, if any.
- All expenses for insuring the New Building and/or the common portions, inter alia, against earthquake, fire, mob violence, damages, Civil commotion etc.
- All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-constructing, lighting and renovating the common portions, including the exterior or interior (but not inside any Apartment) walls of the New Building/s.
- All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant, Firefighting equipment, CCTV, EPABX etc. and other common installations including their license fees, taxes and other levies (if any) and all the lights of the common area.
- Municipal tax, multistoried building tax, water tax and other levies in respect of the New Building/s save those separately assessed for the said Apartment of Allottee(s).
- Creation of sinking fund for replacement, renovation and other periodic expenses of equipments.
- The salaries of and all other expenses of the staff to be employed for the common purposes, viz. Manager, Clerks, Security personnel, sweepers, Plumbers, electricians etc. including perquisites, Bonus and other emoluments and benefits.
- All the fees and charges payable to the agency, if appointed for the looking after the maintenance services including all the statutory taxes.

34.13 It is clarified that the Defect Liability of the Promoter shall not cover defects, damage or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Allottee(s) or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (vi) negligent use. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee(s) ends before the Defect Liability period and such warranties are covered under the maintenance of the said Apartment/building/phase wing and if the annual maintenance contracts are not done/renewed by the Allottee(s), the Promoter shall not be responsible for any defects occurring due to the same. The said Project as a whole has been conceived, designed and constructed based on the

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Milan A. Shah

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 2 A J. Balarajan Street
 Kotha-76, 001

06 NOV 2016

commitments and warranties given by the Promoter/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Allottee(s) has/have been made aware and the Allottee(s) expressly agree(s) that the regular wear and tear of the Apartment/Tower excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20° C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee(s) it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure built by the Apartment/Tower and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

34.14 That Allottee(s) shall not have and/or claim any right of whatsoever nature over the ultimate roof of the Lift Machine Room / Overhead Tank/Stair Head Room of the newly constructed buildings in the said Project and the Promoter shall have exclusive right over the same to install Hoardings/Neon Sign, Bill Boards / Advertisements, logo, Delta & Mobile Towers, etc. on the same or on the facade or terrace of the building or a portion of the boundary wall and shall be entitled to all the revenue out of the same, however, Promoter shall only be liable for the payment of all the necessary electricity, any or all statutory charges, taxes, levies and outgoings, as may be imposed by the authority/ authorities for the same.

34.15 That on and from the date of possession and deemed possession of the said Apartment, the Allottee(s) shall:

- a. Co-operate in the management and maintenance of the said Project.
- b. Observe, comply and abide by the rules framed from time to time by the Promoter and subsequently by the Association of Allottees, after the same is formed, for the beneficial common use and enjoyment of the common areas and common amenities and facilities provided in the said Project.
- c. Pay and bear the proportionate share of the expenses to be incurred in common to the Promoter, until formation of the Association of Allottees(s) including the GST.
- d. **ALLOTTEE TO PAY MAINTENANCE CHARGE:**

APARTMENT PROMOTER/DEVELOPER LTD.
 20th Floor, Tower 1, Sector 13
 SOHNIYAN, Gurgaon
 Haryana - 122001
 INDIA
 Phone: +91 122 412 3456
 Fax: +91 122 412 3457
 E-mail: info@apartmentpromoter.com

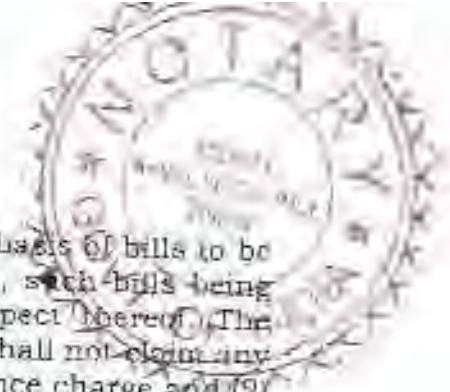
APARTMENT PROMOTER/DEVELOPER LTD.
 20th Floor, Tower 1, Sector 13
 SOHNIYAN, Gurgaon
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 Phone: +91 122 412 3456
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 E-mail: info@apartmentpromoter.com

Shri. A. A. Shah

Mulraj A. Shah

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 2 A 3 Banskhera Street
 Gurgaon-122 001

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The Allottee shall pay maintenance charge on the basis of bills to be raised by the Promoter or Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that (1) the Allottee shall not claim any deduction or abatement in the bills relating to maintenance charge and (2) the maintenance charge shall be subject to variation from time to time, at the sole discretion of the Promoter or Association (upon formation).

The Allottee(s) shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee(s) shall be liable to pay interest @ SBI Prime Lending Rate plus 2% per annum on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee(s) shall not be entitled to avail of any of the facilities, amenities and utilities provided in the "Said Project" and the Promoter/Association of Allottee(s) as the case may be, shall be entitled to take the following measures and the Allottee(s) hereby consent(s) to the same:

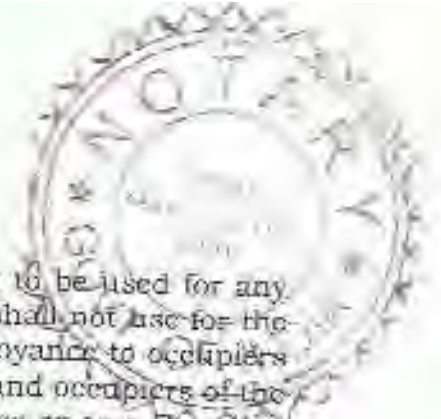
- i) to discontinue the supply of Electricity to the "Said Apartment".
 - ii) to disconnect the water supply.
 - iii) not to allow the usage of lifts, either by Allottee(s), his/her/their family members, domestic help and visitors.
 - iv) to discontinue the facility of DG Power back-up.
 - v) to discontinue the usage of all common amenities and facilities provided in the said Project to the Allottee(s) and his/her/their family members/guests.
- e. The above said discontinuation of some services and facilities shall not be restored until such time the Allottee(s) has/have made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter/Association of Allottee(s) to realize the due amount from the Allottee(s).
- f. Use the said Apartment for residential purpose only.
- g. Use all path, passages and staircases for the purpose of ingress and egress and for no other purpose whatsoever unless permitted by Promoter or the Association of Allottee(s), upon formation, in writing.

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05 NOV 2011



q. Not to use the said Apartment or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupants of the other portions of the said Project or to the Owners and occupants of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutcha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

r. Not to use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.

s. Not to let out or part with possession of the Car/Two wheeler(s) Parking Space excepting as a whole with the said Apartment to anyone else, or excepting to a person who owns a Apartment in the Project and the Allottee(s) will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars.

t. Not to encumber the said Apartment in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of conveyance deed for the said Apartment in favour of the Allottee(s).

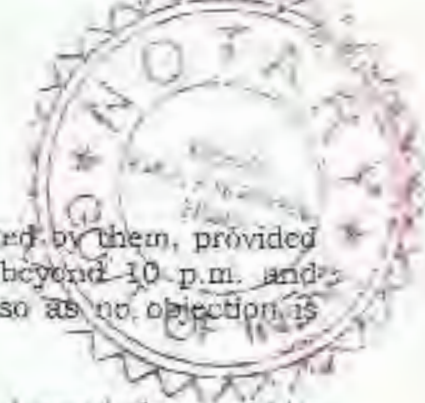
u. Use the Community Hall for small functions of their families or for the meeting of Apartment owners or for the use of any function / meeting by all the flat owners of the said Project. Although the Community Hall will be provided with a Pantry/Kitchen, however, it shall be used only for warming of the pre-cooked food or final dressing of the food etc. and for the safety purpose, in no circumstances, the full fledged cooking shall be allowed. Not to use the Community Hall for weddings/religious festivals, or any ceremonial rite that require lighting up of a fire /spraying of color/sacrifice of animals. Not to use or permit the use of any loud speakers beyond the time limit and confines of the Community Hall. Not to use the said hall, and any other covered/ enclosed area of the said Project for sprinkling or spraying of colour and paints/lighting up of fire /sacrifice of animals during any festival, but to celebrate the same, in the outdoor areas of the premises, if and as may be allowed by the Promoter/ Association of Allottee(s) as the

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3, Bank of India
Malviya Park, New Delhi

5 NOV 2010



case may be, and only in the area as may be designated by them, provided however, that such celebrations shall not continue beyond 10 p.m. and music, if any played, will be within tolerable limits, so as no objection is raised from any other Allottee(s).

v. To strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Promoter and/or the Association with regard to the usage and timings fixed, in respect of facilities and amenities provided in the Project. To pay for, in case of exclusive use of the community hall, kitchen and electricity charges, as may be fixed or determined by the Promoter/ Association of Allottee(s) from time to time.

w. To ensure that all interior work of furniture, fixtures and furnishing of the said Apartment, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Co- Allottee(s).

x. **No Air Conditioning Without Permission:**

Not to install any window air-conditioning units anywhere in the said Apartment and not to change the designated areas as approved by Promoter for installing the split/high wall air conditioners.

y. **No Collapsible Gate:**

Not to install any collapsible gate outside the main door / entrance of the said Apartment.

z. **No Grills :**

Not to install any grill on the balcony or verandah.

aa. **No Sub-Division:**

Not to sub-divide the said Apartment and the Common Areas, under any circumstances.

bb. **No Change of Name:**

Not to change/alter/modify the name of the Building from that mentioned in this Agreement.

cc. **No Floor Damage:**

Not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.

dd. **No Installing Generator:**

Not to install or keep or run any generator in the Said Apartment.

ee. **No Misuse of Water:**

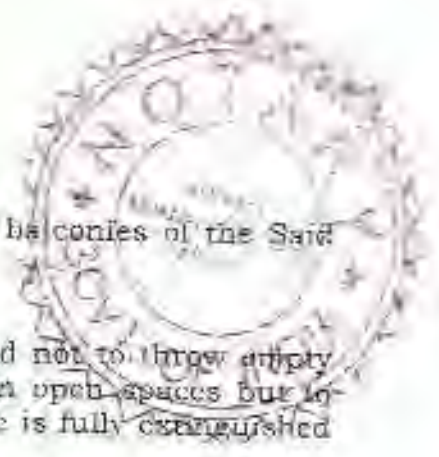
Not to misuse or permit to be misused the water supply to the said Apartment.

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DIRECTOR MILAN A SHAR
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HOME GROUP PVT LTD
ARUNACHAL PAPER & CEMENT PVT LTD
PUNJ LLOYDS PVT LTD
SUNSHINE CONCRETE (PVT) LTD
SUNSHINE CONCRETE PVT
SUNSHINE CONCRETE PVT LTD
ADSH PROPERTY PVT LTD

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Madurai-625 017

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ff. No Hanging Clothes:

Not to hang or cause to be hung clothes from the balconies of the Said Apartment.

gg. No Smoking in Public Places:

Not to smoke in public areas of the Building (s) and not to throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but to dispose them in dustbins after ensuring that the fire is fully extinguished from such cigarettes.

hh. No Plucking Flowers:

Not to pluck flowers or stems from the gardens.

ii. No Littering:

Not to throw or allow to be thrown litter in the Common Areas of the said Building/Project.

jj. No Trespassing:

Not to trespass or allow trespassers over lawns and green plants within the Common Areas.

kk. No Overloading Lifts:

Not to overload the passenger lifts and move goods only through the staircase of the Building.

ll. No Use of Lifts in Case of Fire:

Not to use the lifts in case of fire.

mm. No Covering of Common Portions:

Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment.

nn. Pay Goods & Service Tax:

To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Promoter / Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement.

oo. Use of Common Toilets:

Ensure that the domestic help/service providers visiting the said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.

pp. Use of Spittoons / Dustbins:

Use the spittoons / dustbins located at various places in the Project.

34.17 ELECTRICITY SUPPLY:

In case CESC Ltd./any other electricity supply agency decides not to provide individual meters to the Towers and makes provision for a High Tension Supply or Bulk Supply, the Promoter shall provide individual sub-

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Regd. No. 2700/04

G.M.A.'s Court

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meters to the Allottees upon payment by them of the proportionate security deposit payable to CESC Ltd. / any other electricity supply agency for such connection. The exact amount payable by the Allottee(s) will be intimated to the Allottee(s) before possession. The amount of security deposit would be subject to revision as may be so decided by CESC Ltd. / any other electricity supply agency from time to time and all Allottees shall, at all times, be liable to proportionately pay such revision/replenishment to CESC Ltd. / any other electricity supply agency, as per the norms of CESC Ltd. / any other electricity supply agency. In such a case the Allottee(s) may be required to enter into a separate agreement with the Promoter for supply of electricity through sub meters.

34.19 ADDITIONAL WORK AND FACILITY: In the event of providing any additional materials, facilities, amenities or gadgets over and above what has been agreed upon for the benefit of the occupants of the said Project, the benefit whereof would be for the Allottee(s), or the said Apartment, the Allottee(s) shall be liable to make payment of the proportionate share in respect thereof to the Promoter and the same shall form part of the common facilities. However, whether such additional facilities or amenities are to be provided for will be entirely at the sole discretion of the Promoter and the Allottee(s) hereby consent(s) to the same.

34.20 ADDITIONAL TAXES, LEVIES AND OUTGOINGS: If at any time, the Promoter is liable to pay any amount on account of statutory taxes, outgoings and/or impositions including Goods and Service Tax, the Allottee(s) shall be liable and agree(s) to make payment of the amount on account of such statutory taxes and outgoings and to keep the Promoter, harmless and indemnified against all such tax and outgoings and all costs, charges and expenses in respect thereof.

34.21 PAYMENT OF TOTAL PRICE AND EXTRAS PRIOR TO POSSESSION:

The Allottee(s) agree(s) and covenant(s) not to claim any right or possession over and in respect of the Said Apartment till such time the Allottee(s) has/have paid the entirety of the Total Price and Extras and all other amounts agreed to be paid or deposited under this Agreement and has duly complied with and/or performed all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Allottee(s) in pursuance of this Agreement or otherwise required by law, all of which shall be conditions precedent without which the Promoter shall not be under any obligation to handover possession of the Said Apartment.

35. COVENANTS:

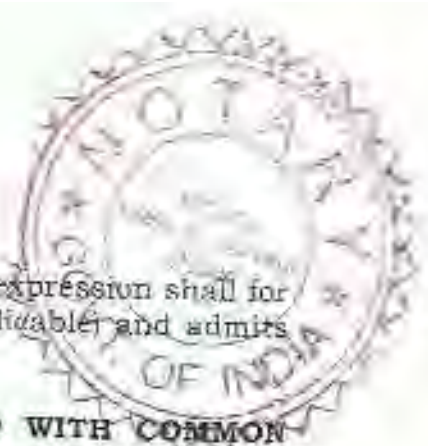
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DIRECTOR MILAN A SHAH
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PROMPT FINANCIAL MANAGEMENT PVT. LTD.
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SUNSHINE DEVELOPERS PVT. LTD.
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ADBHUT VIMAY PVT. LTD.

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Regd. No. 2700/04
C.M.M's Court
F & S Bankers Street
Kolkata-700 011

05 NOV 2018



35.1 ALLOTTEE'S COVENANTS-

The Allottee covenants with the Promoter (which expression shall for the purpose of includes the Association, wherever applicable) and admits and accepts that:

35.1.1 ALLOTTEE AWARE OF AND SATISFIED WITH COMMON AMENITIES AND FACILITIES AND SPECIFICATIONS:-

The Allottee, upon full satisfaction and with complete knowledge of the Common Amenities, Facilities and Specifications and all other ancillary matters, is entering into this Agreement. The Allottee has examined and is acquainted with the Project and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Project save and except the Said Apartment.

35.1.2 ALLOTTEE TO MUTATE AND PAY RATES & TAXES:

The Allottee shall (1) pay all fees and charges and cause mutation in the name of the Allottee in the records of Kolkata Municipal Corporation or the concerned authority, within 30 (thirty) days from the date of executing conveyance deed of the said Apartment (Date Of Conveyance) and (2) pay the rates & taxes (proportionately for the Project and wholly for the said Apartment) from the date of possession notice or from the date of deemed possession, whichever is applicable and until the said Apartment is separately mutated and assessed in favour of the Allottee, on the basis of the bills to be raised by the Promoter/Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the aforesaid bills.

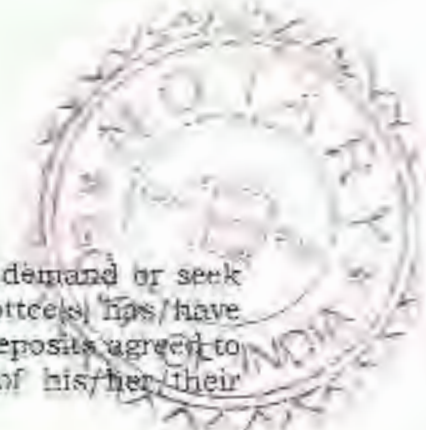
35.1.3 The Allottee(s) shall not cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of or in the building or other parts of the said premises (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee(s) of the said Apartment) nor do anything whereby the construction or development of the building or the said Project or the sale or transfer of the other Apartment in the said Project is in any way interrupted or hindered or impeded with and if due to any act or deed of the Allottee(s), the Promoter is restrained from construction of the Building and/or transferring and disposing of the other Apartments therein then and in that event without prejudice to such other rights the Promoter may have, the Allottee(s) shall be liable to compensate and also indemnify the Promoter for all pre-determined losses damages costs claims demands actions and proceedings suffered or incurred by the Promoter.

REC'D BY PROPERTY DEPT (11)
DIRECTOR (L&A-304)
COMMERCIAL ATTACHEY OF
SWASTHI CONSTRUCTION PVT LTD
MUMBAI
FROM
PARTY
SUNIL KUMAR PAVAN ASPT (11)
DR. J. K. JAIN
25/11/2019
4054/11/2019

Sunil K. Jain

ANIL KUMAR PAUL
NOTARY GOVT. OF INDIA
Regn. No. 2700/04
C.M.V. Court
2 A.3 Barabhai Street
Kolkata-700 001

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35.1.4 The Allottee(s) shall not be entitled to ask, demand or seek delivery of possession of the said Apartment so long the Allottee(s) has/have not paid, in full, the consideration and other amounts and deposits agreed to be paid hereunder or is in default in performing any of his/her/their obligations and covenants herein contained.

35.1.5 DISHONOUR OF PAYMENT INSTRUMENTS

In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee(s) for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter shall intimate the Allottee(s) of the dishonour of the cheque and the Allottee(s) would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Promoter of all the amounts including the dishonour charges of Rs. 5000/- (Rupees Five Thousand only) (for each dishonour). In the event the said Demand Draft is not tendered within 30 (thirty) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee(s) come(s) forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonour of any cheque, the Promoter has no obligation to return the original dishonoured cheque.

35.1.6 NO RIGHTS OF OR OBSTRUCTION BY ALLOTTEE:

All open areas in the Project proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Agreement.

35.2.1 The Allottee(s) shall bear all costs, charges, expenses and stamp duty and registration charges of this Agreement and Deed of Conveyance to be executed and registered in pursuance hereof.

35.3 INDEMNITY:

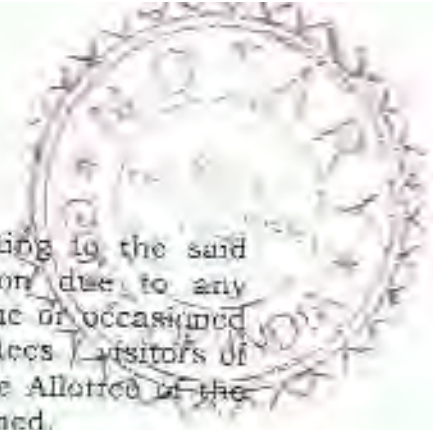
The Allottee(s) shall keep the Promoter indemnified of from and against all actions, proceedings, damages, claims, demands, costs, charges, expenses and proceedings made against or suffered by the

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DIRECTOR MILAN A SHAM
CONSTITUTED ATTORNEY OF :-
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Kolkata-700 001

05 NOV 2020



Promoter and/or the Association (upon formation) relating to the said Building/Project or any part thereof or to any person due to any negligence or any act, deed, thing or omission made, done or occasioned by the Allottee or the servants / agents / licensees / invitees / visitors of the Allottee and/or any breach or non-observance by the Allottee of the Allottee's covenants and/or any of the terms herein contained.

36.1 PROMOTER'S COVENANTS:

The Promoter covenants with the Allottee and admits and accepts that:

36.2 NO CREATION OF ENCUMBRANCE:

During the subsistence of this Agreement, subject to its right to obtain project loan as above, the Promoter shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Allottee in respect of the said Apartment, subject to the Allottee fulfilling all terms, conditions and obligations of this Agreement.

36.3 DOCUMENTATION FOR LOAN:

The Promoter shall provide to the bank and financial institutions all available documents so that the Allottee may get loan from banks and financial institutions, if required by the Allottee.

37. FUTURE CONTINGENCY AND COVENANT OF ALLOTTEE:

The Allottee(s) agree(s) that these terms and conditions for sale and transfer of the said Apartment as contained herein, are made in view of the extant laws, rules and regulations governing such sale and transfer and are subject to changes / variations as the Promoter may deem appropriate or as may be directed by appropriate authorities or as may be made by the Promoter keeping in mind any extant / proposed laws, rules and regulations. The Allottee(s) agree(s) to render all cooperation to the Promoter in this regard as and when called upon by the Promoter without any claim demand demur or protest.

38. THE CLUB:-

- a) A Club shall be set up by the Promoter within the said Premises which may have the recreational facilities tentatively like Community Hall, Swimming pool, Gymnasium etc.. The said facilities may be varied at the sole discretion of the Promoter.

ABDUL FAHIM KHAN LTD
 DIRECTOR/CHAIRMAN/SHRIPATI
 CHANDRANATHA CHANDRANATHA
 SWAMI...
 MON...
 K...
 P...
 S...
 D...
 S...
 S...

Signature

Witness's name

SANJAY KUMAR PAUL
 NOTARY GOVT. OF INDIA
 Regd. No. 2780/14
 C.M.J's Court
 2 & 3 Banskhat Street
 Kolkata-700 011

05 NOV 2011

- b) The said Club will be for the use of the Allotee(s) and/or any person occupying the apartment through the Allotee(s) or any person other than apartment owner who is admitted by the Promoter as a member of the Club. The user of the Club shall be subject to such terms and conditions and rules and regulations to be framed in that regard by the Promoter or its nominee and also subject to making payment of the admission charges and monthly subscription charges which may be levied and/or imposed by the Promoter or its nominee from time to time as per the rules of the Club that would be framed by the Promoter.
- c) All members of the Club will be required to abide by the rules and regulations to be framed from time to time, by the Promoter.
- d) It is expected that the facilities at the Club will be operational together with the completion of the entire project.
- e) The membership would create a right to use the Club facilities subject to payment of charges and observance of regulations.
- f) Any person residing with the Allotee(s) may be given the facility to become additional member to the extent and on the terms prescribed by the managing committee of the club.

39. HOUSE RULES:

39.1 The lobbies, entrances and stairways of the Block/Building shall not be obstructed or used for any purpose other than ingress to and egress from the Apartment in the New Building.

39.2 No Allotee(s)/Occupier shall make or permit any disturbing noises in the Block/Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No occupier shall use any loud speaker in the Apartment if the same shall disturb or annoy other occupants of the Block/Building.

39.3 Each Allotee(s) shall keep his/her/their Apartment in a good state of preservation and cleanliness and shall not throw or permit to be thrown therefrom or from the doors, windows, terraces, balconies thereof any dirt or other substances.

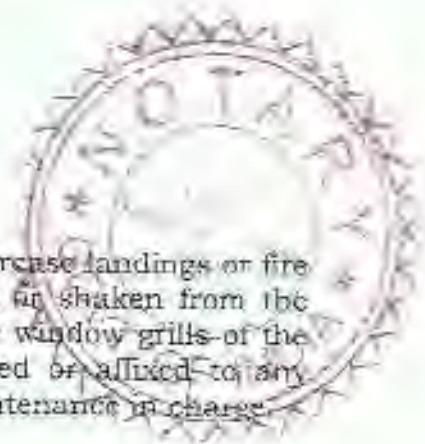
ABCON PROPERTIES PVT. LTD.
 DIRECTOR MILAN A SHAH
 CONSTITUTED ATTORNEY OF :-
 SWADESHI APARTMENTS PVT. LTD.
 MONITOR BUILDERS PVT. LTD.
 PROMPT FINANCIAL MANAGEMENT PVT. LTD.
 PARIJAT OVERSEAS PVT. LTD.
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 NOTARY SOVT. OF INDIA
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 C.A. No. 1031
 1 & 3 Regional Street
 Kalyan-401 201

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39.4 No article shall be allowed to be placed in the staircase landings or fire towers or fire refuge area nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window grills of the Block/Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Promoter / Maintenance in charge.

39.5 No shades awning, window guards, ventilators or air conditioning devices shall be used in or about the Block/Building excepting such as shall have been approved by the Promoter / Maintenance in charge.

39.6 No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the Block/Building except such, as shall have been approved by the Promoter / Maintenance in charge, nor shall anything be projected out of any window of the Block/Building without similar approval.

39.7 Water closets and other water apparatus in the Block/Building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water closets or apparatus shall be paid for by the Apartment-owner in whose apartment it shall have been caused.

39.8 No bird or animal shall be kept or harboured in the common areas of the Block/Building. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Block/Building unless accompanied.

39.9 No television aerial shall be attached to or hung from the exterior of the Apartment.

39.10 Garbage and refuse from the Apartment shall be deposited in such place only in the Block/Building and at such time and in such manner as the Maintenance in charge may direct.

39.11 No vehicle belonging to a Allotee(s)(s) or to a member of the family or guest, tenant or employee of the Allotee(s)(s) shall be parked in the open

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DIRECTOR MILAN & SHARU
CONSTITUTED MEMBER OF:-
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MENTOR PROPERTIES PVT. LTD.
ARUN PROPERTIES MANAGEMENT PVT. LTD.
PRIVILEGE PROPERTIES PVT. LTD.
SUNSHINE PROPERTIES PVT. LTD.
DYNAMIC PROPERTIES PVT. LTD.
ZENITH REALTY PVT. LTD.
MOONLIGHT PVT. LTD.

Milan & Sharu

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Bangalore-560 002

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space or in such manner as to impede or prevent ready access to the entrance of the Block/Building by another vehicle.

39.12 These house rules may be added to, amended or repealed at any time by the Promoter / Maintenance in charge.

40. MISCELLANEOUS :

40.1 This Agreement is being signed in DUPLICATE and each of them would be treated as the ORIGINAL. The Allotee(s)(s) has/have the obligation to cause this Agreement to be stamped at his/her/its/their own cost and if he/she/it/them desire(s) to have the same registered, the Promoter will remain present for the purpose of presenting this Agreement for registration and the registration charges and other expenses and incidental thereto shall be paid borne and discharged by the Allotee(s)(s).

40.2 This Agreement supersedes all other agreements, arrangements, representations, understanding or brochure and in no event the Allotee(s)(s) shall be entitled to set up any oral Agreement.

40.4 Nothing contained herein shall be treated or be regarded as a transaction involving or allowing the possession of the said undivided proportionate share of the land or in the Apartment to be taken or retained in part performance of contract of the nature referred to in Section 53A of the Transfer of Property Act, 1882 nor shall this Agreement be treated as an Agreement or arrangement of whatsoever nature whereby the Allotee(s)(s) has/have acquired or shall be deemed to have acquired any right in or in respect of the Apartment or the said construction at the said Premises, such rights shall accrue and arise only after the Allotee(s)(s) has/have paid all the amounts agreed to be paid under this Agreement and has/have performed all the terms and conditions herein contained and on the part of the Allotee(s)(s) to be observed and performed.

THE FIRST SCHEDULE ABOVE REFERRED TO:

PART-I

ABCON PROPERTIES PVT. LTD.
DIRECTOR MILAN A SHAH
CONSTITUTED ATTORNEY OF :-
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PARIJAT OVER SEAS PVT. LTD.
SUNSHINE DEVELOPERS PVT. LTD.
DRISHTI TOWERS PVT. LTD.
ZENITH NIRMAN PVT. LTD.
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(DEVOLUTION OF TITLE)

B. By an indenture of Conveyance dated the 6th day of May, 1941 made between Benode Behari Mukherjee and Polin Behari Mukherjee therein jointly referred to as the Vendors of the First Part, Srimati Sivarami Devi of the Second Part, Biren Roy of the Third Part and Binay Krishna Rohatgi therein referred to as the Purchaser of the Fourth Part and registered at the office of the Joint Sub-Registrar of Allpore at Behala in Book No. 1, Volume No.9, Pages 210 to 220, Being No. 632 for the year 1941, the Vendors (herein for the consideration therein mentioned granted transferred conveyed assigned and assured unto and in favour of the Purchaser therein, amongst others, All That the undivided two-third part or share in the piece and parcel of land containing an area of 1.77 Acres be the same a little more or less situate lying at Mouza Gangarampur, Pargana Magura, P.S.Behala, Sub Registry, J.L.No. 5, Touji No. 9, comprised in Khatian No. 121, C/S Dag No. 256, R.S.Khatian No.612, R.S. Dag No.256, District the then 24-Parganas (hereinafter referred to as the **said total land**).

C. Thus the said Binay Krishna Rohatgi became seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 1.19 acres equivalent to 2/3rd part or share of 1.77 acres in the said total land (hereinafter referred to as the **said premises**).

D. The said Binay Krishna Rohatgi thrown the said premises into the Hindu Undivided Family known and styled as Kallu Babu Lalchand HUF having himself and his brother Ravindra Krishna Rohatgi as members thereof.

E. The said Binay Krishna Rohatgi who during his lifetime was a Hindu governed by the Mitakshara School of Hindu Law died intestate in the year 1961 leaving him surviving his mother Smt. Chameli Devi, his widow Smt. Shakuntala Rohatgi and six sons namely Prabhat Krishna Rohatgi, Kumar Krishna Rohatgi, Chandra Krishna Rohatgi, Pradip Krishna Rohatgi, Dileep Krishna Rohatgi and Ajit Krishna Rohatgi and five daughters namely Krishna Bala Kshatriya, Krishna Kamini Mukherjee, Krishna Sudha Rastogi, Manjula Mukherjee and Mridula Rohatgi as his heirs, heiresses and legal representatives.

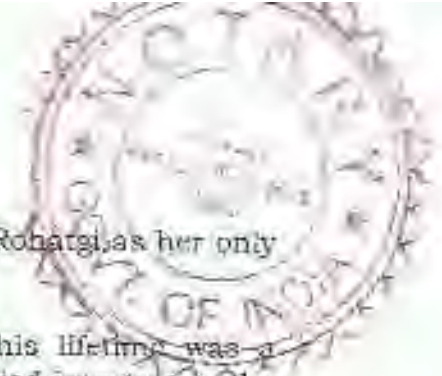
F. The said Chameli Devi who during her lifetime was a Hindu governed by the Mitakshara School of Hindu Law died intestate in the year 1971 leaving her surviving her son Ravindra Krishna Rohatgi and the above

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ZENITH NIRMAN PVT. LTD.
ADBHUT VIMAY PVT. LTD.

[Handwritten Signature]

KAMAL KUMAR FAUL
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Regd. No. 270074
C.M.A.'s Court
2 & 3, Balaichall Street
Kolkata-700 014

05 NOV 2018



named legal heirs of her predeceased son Binay Krishna Rohatgi as her only heirs, heiresses and legal representatives.

G. The said Ravindra Krishna Rohatgi who during his lifetime was a Hindu governed by the Mitakshara School of Hindu Law died intestate in the year 1976 leaving behind him surviving his widow Smt. Tara Rohatgi, one son Sanjeev Krishna Rohatgi and one daughter Rashmi Rohatgi as his only heir, heiress and legal representatives.

H. After the death of the said Ravindra Krishna Rohatgi, the said Prabhat Krishna Rohatgi became the Karta of the said Hindu Undivided Family.

I. The said Sanjeev Krishna Rohatgi who during his lifetime was a Hindu governed by the Mitakshara School of Hindu Law died intestate as a bachelor in the year 1981.

J. The said Smt. Shakuntala Rohatgi who during her lifetime was a Hindu governed by the Mitakshara School of Hindu Law died intestate on 24th December, 1991 leaving her surviving the above named legal heirs of her deceased husband Binay Krishna Rohatgi.

K. The said Mridula Rohatgi who during her lifetime was a Hindu governed by the Mitakshara School of Hindu Law died intestate in the year 1993 leaving her surviving her husband Bankey Behari Rohatgi and son Saurabh Rohatgi as her only heirs and legal representatives.

L. The said Bankey Behari Rohatgi who during his lifetime was a Hindu governed by the Mitakshara School of Hindu Law died intestate on 6th April, 1999 leaving him surviving his son Sourabh Rohatgi his only heir and legal representative.

M. By a Deed of Partition dated the 5th day of October, 2002 made between the said Prabhat Krishna Rohatgi and others all as, and being the members of the said Joint Hindu Mitakshara Family known as Kallu Babu Lallu Babu in Patna and Kallu Babu Lalchand at Kolkata and represented by its Karta Prabhat Krishna Rohatgi therein referred to as the First Party and Smt. Tara Rohatgi and Smt. Rashmi Rohatgi therein jointly referred to as the Second Party and registered with the Additional Registrar of Assurance-I, Kolkata in Book No.1, Volume No.1, Pages 1 to 15, Being No.7360 for the year 2002, the said Prabhat Krishna Rohatgi and others being the First Party therein were exclusively allotted to the exclusion of the Second Party therein, amongst other properties, All That the said premises.

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Kolkata-700 011

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N. By and under the said Deed of Partition, the said Tara Rohatgi and Rashmi Rohatgi got separated and separate properties out of the total properties of the said Hindu Undivided Family were allotted to them and the said Hindu Undivided Family known and styled as Kallu Babu Lalchand HUF was reconstituted with effect from the date of the said Deed of Partition with the members named in the said Deed of Partition and with Prabhat Krishna Rohatgi as its Karta and the said reconstituted HUF became the owner of the said premises absolutely.

O. The said Krishna Kamini Mukherjee died intestate on 31st December, 2009 leaving no children (her husband having predeceased her) and leaving her brothers, the said Prabhat Krishna Rohatgi, Chandra Krishna Rohatgi, Pradip Krishna Rohatgi, Kumar Krishna Rohatgi, Dilip Krishna Rohatgi and Ajit Krishna Rohatgi and sisters the said Krishna Bala Kshatriya, Krishna Sudha Rastogi and Manjula Mukherjee as her only heirs, heiresses and legal representatives.

P. By a purported Deed of Lease dated the 4th day of October 2002 made between the said Tara Devi Rohatgi and Rashmi Rohatgi therein jointly referred to as the lessors of the One Part and one Parijat Enterprises therein referred to as the Lessee of the Other Part, the said Tara Devi Rohatgi and Rashmi Rohatgi allegedly leased out to Parijat Enterprises All That the piece and parcel of land measuring 48 Cottahs be the same a little more or less together with all structures and sheds erected thereon out of the said premises more fully and particularly described in the schedule thereunder written.

Q. The said Prabhat Krishna Rohatgi & Ors. had filed a suit being Title Suit No. 61 of 2007 (Prabhat Krishna Rohatgi & Ors. Vs. Adhir Ranjan Bai & Ors.) in the Court of the Learned 7th Judge (Senior Division) at Alipore for rectification of the Schedule to the said Deed of Partition and for adjudication of the said Deed of Lease dated 4th October, 2002 to be null and void.

R. The parties to the said suit filed a Compromise Petition before the Learned 7th Judge (Senior Division) at Alipore inter alia recording that the said Deed of Lease dated 4th October, 2002 was null and void and that through oversight the actual area allotted to the plaintiffs under the said Deed of Partition was wrongly mentioned as 0.19 acre instead of 1.19 acres.

S. The Learned 7th Judge (Senior Division) at Alipore allowed the said compromise petition and the said suit was decreed on 7th April, 2011 as per the terms of the said compromise petition.

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T. The aforesaid compromise decree dated the 7th April, 2011 was subsequently registered with the Additional Registrar of Assurances I, Kolkata in Book No.1, C.D. Volume No.23, Pages 1190 to 1207, Being No.10492 for the year 2011.

U. A part of the said premises containing an area of 48 cottahs be the same or a little more or less was numbered as premises no. 827, Ho-chi-Minh Sarani, Kolkata.

V. A part of the said premises containing an area of 23 cottahs 6 chittaks 18 sft, be the same a little more or less remained un-assessed.

W. By an Indenture of Conveyance dated the 29th day of March, 2012 made between the said Prabhat Krishna Rohatgi as Karta of the Hindu Undivided Family Kallu Babu Lalchand HUF therein referred to as the Vendor of the One Part and Abcon Properties Private Limited and others, the Vendors herein therein jointly referred to as the Purchasers of the Other Part and registered with the Additional Registrar of Assurance-I, Kolkata in Book No.1, C.D. Volume No.7, Pages 4559 to 4586, Being No.03086 for the year 2012 the Vendor therein at and for the consideration mentioned therein granted transferred conveyed assigned and assured unto and in favour of the Purchasers therein All that the said unassessed piece and parcel of land containing an area of 23 cottahs 6 chittaks 18 sq.ft.be the same or a little more or less being part of the said premises.

X. By another Indenture of Conveyance dated the 29th day of March, 2012 made between the said Prabhat Krishna Rohatgi as Karta of the Hindu Undivided Family Kallu Babu Lalchand HUF therein referred to as the Vendor of the One Part and the said Abcon Properties Private Limited and others, the Vendors herein therein jointly referred to as the Purchasers of the Other Part and registered with the Additional Registrar of Assurance I, Kolkata in Book No.1, C.D. Volume No.8, Pages 1 to 28, Being No.03335 for the year 2012 the Vendor therein at and for the consideration mentioned therein granted transferred conveyed assigned and assured unto and in favour of the Purchasers therein All that the said piece and parcel of land containing an area of 48 cottahs be the same or a little more or less lying situate at and being premises no. 827, Ho-chi-Minh Sarani, Kolkata being the remaining part of the said premises.

Y. The Owners thus became seized and possessed of and/or otherwise well and sufficiently entitled to All That the said premises in its entirety comprising the said assessed and unassessed land free from all encumbrances, charges, liens, lispendens, attachments, acquisitions, requisitions, trusts whatsoever.

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Z. The Owners thus became seized and possessed of and/or otherwise well and sufficiently entitled to All That the said premises in its entirety comprising the said assessed and unassessed land free from all encumbrances, charges, liens, liabilities, attachments, requisitions, trusts whatsoever.

AA. Being seized and possessed of and/or otherwise well and sufficiently entitled to All That the said premises in its entirety comprising the said assessed and un-assessed land, the Owners

- ii) have duly got their names mutated in the assessment records of the Kolkata Municipal Corporation in respect of All That the said assessed land being premises no. 827, Ho-chi-Minh Sarani, Kolkata;
- iii) have caused the said un-assessed land duly assessed in the name of the said Prabhat Krishna Rohatgi as Karta of the Hindu Undivided Family Kallu Babu Lalchand HUF being the original owner thereof in the assessment records of the Kolkata Municipal Corporation and the same was numbered as Premises no. 923, Ho-chi-Minh Sarani, Kolkata;
- iv) have subsequently got their names mutated in respect of the said Premises no. 923, Ho-chi-Minh Sarani, Kolkata;
- vi) have applied for and obtained the amalgamation of the said two pieces of land lying at and being premises nos. 827 and 923, Ho-chi-Minh Sarani, Kolkata under one common Assesse No.411281121009 and the amalgamated land has been numbered as the **Premises No. 923, Ho-Chi-Minh Sarani, Kolkata** more fully and particularly described in the **First Schedule** hereunder written (herein after referred to as the **said Premises**).

PART-II
(Said Premises)

ALL THAT the piece and parcel of land containing an area of 1.19 acres be the same a little more or less situate lying at Mouza Gangarampur, Pargana Magura, J.L.No. 5, Touji No. 9, comprised in C.S and R.S. Dag No. 256(p), R.S.Khatian No.612, being Premises No. 923, Ho Chi Min Sarani, Ward No.128, within the limits of the Kolkata Municipal Corporation, Police

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NOTARY GOVT. OF INDIA
Regd. No. 270004
C.M.A.'s Office
7 & 3 Santaloli Street
Kolkata-700 081

05 NOV 2018

Station - Parnashree, Post Office-....., Kolkata-700 034. District-South 24-
Parganas and butted and bounded as follows :

ON THE NORTH : By Plot no 255 (P) & 251 (P);
ON THE SOUTH : By Ho Chi Min Sarani;
ON THE EAST : By B B Sengupta Road;
ON THE WEST : By part of R.S. Dag no 256;



THE SECOND SCHEDULE ABOVE REFERRED TO :

(DESCRIPTION OF THE SAID APARTMENT)

ALL THAT the **Apartment No.....**, containing a carpet area ofsq. ft. (equivalent to a built up area ofsq. ft.) be the same a little more or less, Exclusive Balcony having area of ... sq.ft., Exclusive open terrace having an area of Sq.ft., on the **Floor** of the block no.... of the building and shown and delineated in the FLOOR PLAN annexed hereto and marked as **ANNEXURE A** and pro rata common areas of _____ sq.ft. of the Project known as **KSHETRUM ASPIRE** presently under construction Together with the said Share Together With a Open/Covered/Independent/Dependent Car parking Space having an area of sq. ft. at the Ground Level/at the Basement **OR** Together With Right to park in Open Car Parking Space having an area of sq. ft.on the Ground Floor shown and delineated in the PLAN annexed hereto and marked as **ANNEXURE B** together with right to enjoy the Common Facilities and Amenities more fully and particularly mentioned and described in the **II** of the **Third Schedule** hereunder written to be used in common with the other Allottee(s).

THE THIRD SCHEDULE ABOVE REFERRED TO :

PART I

(Common Areas)

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DIRECTOR MILAN A SHAH
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PARIJAT OVERSEAS PVT. LTD.
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DRISHTI TOWERS PVT. LTD.
ZENITH NIRMAM PVT. LTD.
ADBHUT VIMAY PVT. LTD.

Milan A Shah

Milan A Shah

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NOTARY GOVT. OF INDIA
REGD. No. 270/UDK
C.M.A.E. Colln
2 & 3 Bankpara Street
Kolkata-700 001

05 NOV 2018



1. The foundation, columns, shear walls, beams, support, corridors, lobbies, stairs, stairways, landings, entrances, exits pathways, passages and driveways.
2. Water sewerage and drainage connection pipes from the Apartments to the municipal drains and sewers.
3. Rest Rooms, Toilets and bathrooms for use of darwans, drivers, maintenance staff of the premises.
4. Boundary walls and security room, outer walls and main gates.
5. Water pump and motor with installation and room therefor.
6. Bore well, Tube well water pump overhead tanks and underground water reservoirs, Sumps water pipes, water treatment plant, sewage treatment plant and other common plumbing installations and spaces required thereto.
7. D.G., transformer electrical wiring meters, common DB, switches and points in common area electrical panels, fittings and fixtures for lighting the staircase lobby and other common areas, pathways, landscape area (excluding those as are installed for any particular Apartment) and spaces required therefore.
8. Windows/doors/grills and other fittings of the common area of the said Premises.
9. Lifts and their accessories installations and spaces required therefor.
10. Ultimate Roof

PART-II

(Common Facilities and Amenities)

1. Club.
2. CCTV
3. Intercom

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 ADHUT VIMAY PVT. LTD.

Milan A. Shah

DAMAL KUMAR RAJULU
 NOTARY GOVT. OF INDIA
 Regn. No. 2700002
 G.M.'s Court
 2 X 3 Bangalore Street
 Kolar-750 301

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4. Landscape Area
5. Fire Protection & Prevention System

(Transformer, Sewerage treatment plant & water treatment plant is optional and shall be only provided if so required and approved by the architect.)

PART III

SPECIFICATIONS

- BUILDING** : Designed on a RCC Frame structure with suitable foundation depending on soil conditions.
- BATHROOM** : Ceramic tiles flooring or equivalent with wall dado of ceramic tiles or equivalent up to 7 feet height or floor height from the floor with good quality CP fittings and white sanitary ware.
- DOORS** : Wooden Frames and flush Doors and standard locks and fittings.
- ELECTRICALS** : Concealed copper wiring with switches and MCB & DB or equivalent in each Apartment upto the entrance of each Apartment. Bedrooms to have 2 nos. light points, 1 ceiling fan point and 2 nos. 5 amp plug point, 1 telephone point, 1 TV point and 1 AC point. Living/Dinning to have 4 nos. 5-amp plug point, 1 TV point, 1 AC point, 2 Fan points, 4 nos. light point, 1 Telephone point and 1 Broadband point. Kitchen to have 1 geyser point, 1 exhaust fan/chimney point, 1 fan point, 1 15amp point, 2 nos. light points and 1 5amp plug point. Bathroom to have 1 geyser point, 1 exhaust fan point, 1 ceiling fan point, 2 light points and 1 5amp plug point.
- EXTERIOR ELAVATION** : To be designed by the architect, finished with suitable exterior paint finish.
- FLOORING** : Vitrified tiles/Marbles/Granite or equivalent in common areas. Vitrified tiles or equivalent within the apartment area. Staircase to have kota stone or

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Kamal Kumar Pillai

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New Delhi-110017

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equivalent and driveways/pathways to have paver stones/chequered tiles or equivalent.

- GENERATOR** : A suitable standby generator shall be provided as standby for all common lighting and water pump.
- INTERIOR WALLS:** Conventional Brick and/or Fly Ash brick and/or ACC block and/or hollow concrete block and/or equivalent with a plaster of paris finish or equivalent over a cement plaster or equivalent.
- KITCHEN** : Ceramic tiles flooring with marble/granite counter top or equivalent, one sink and ceramic tiles wall cladding up to 2 feet over the counter top or equivalent.
- LIFTS** : Of reputed make.
- WINDOWS** : Aluminum anodized/powder coated windows frames and shutters or equivalent with glass panes.
- WATER SUPPLY** : Customary water supply from deep tube well.

THE FOURTH SCHEDULE ABOVE REFERRED TO :
(COMMON EXPENSES)

1. **MAINTENANCE** : All costs and expenses of maintaining, repairing, redecorating and renewing etc., of the main structure, gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Complex and enjoyed or used by the Purchaser(s) in common with other occupiers or serving more than one Flat/Flat and main entrance and exit gates, landings and staircases of the Complex and enjoyed by the Purchaser(s) or used by him/her/it in common as aforesaid and the boundary walls, compounds etc. of the Complex. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the Complex so enjoyed or used by the Purchaser(s) in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

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Chennai-600 001

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2. **OPERATIONAL** : All expenses for running and operating all machinery, equipments and installations comprised in the common areas and installations (including lift, water pump with Motor, Generator etc.) and also the costs of repairing, renovating and replacing the same.
3. **STAFF** : The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, clerk, sweepers, liftman etc.) including their bonus and other emoluments and benefits.
4. **ASSOCIATION**: Establishment and all other expenses of the Association and also similar expenses of the Promoter or any agency looking after the common purposes, until handing over the same to the Association.
5. **TAXES** : Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any Flat).
6. **INSURANCE** : Insurance premium for insurance of the Complex and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES**: Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES**: Creation of funds for replacement of funds for replacement, renovation and/or other periodic expenses.
9. **OTHER**: All other expenses and/or outgoings including litigation expenses as are incurred by the Promoter and/or the Association for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(PAYMENT PLAN)

The Allottee(s) hereby agree/s to pay the Total Price for the Apartment of Rs. _____/- (**Rupees _____ only**), out of which the Allottee(s) has/have already paid a sum of Rs. _____/- (**Rupees _____ only**) on or before signing of this agreement. The Allottee(s) shall pay the said consideration amount to the Promoter in the manner hereinafter appearing:

1. On Application = Rs. 2,00,000.00

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ZENITH NIRMAL PVT. LTD.
ADBMUT VIKRAM PVT. LTD.

Milana A Shah

Namal Kumar Paul

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- | | | |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| 2. | On Agreement
(10% of total consideration after adjusting
the application money + 50% of legal Fees) | = Rs. |
| 3. | On Completion Of Piling
(10% of the Total Consideration) | = Rs. |
| 4. | On completion of Basement floor slab
Casting (10% of the Total Consideration) | = Rs. |
| 5. | On completion of 1st Floor Slab Casting
(10% of the Total Consideration) | = Rs. |
| 6. | On completion of 5th Floor Slab Casting
(10% of the Total Consideration) | = Rs. |
| 7. | On Completion of Roof Slab Casting
(10% of the Total Consideration)
(Full Consideration of additional cost
on account of club charges + extra
cost/charges on account of air
conditioning and building
management system) | = Rs. |
| 8. | On completion of brickwork
(10% of total consideration +
balance Additional cost(s)) | = Rs. |
| 9. | On Completion of Internal & External Plaster
(10% of the Total Consideration) | = Rs. |
| 10. | On completion of Flooring
(10% of Total Consideration) | = Rs. |
| 11. | On intimation of possession
(Balance 10% of Total Consideration +
50% of legal fees + 50% of documentation
Charges) | = Rs. _____
Rs. _____
----- |

- It shall be the obligation of the Allottee(s)/s to make payment of the amount which may become due and payable on account of Goods & Service Tax with each payment.
- The Allottee(s)/s shall be entitled to deduct amounts towards TDS for the payments to be made to the Promoter and shall deposit the TDS amount so deducted with the Appropriate

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ZENITH NIRMAN PVT. LTD.
ADSHUT VITIMAY PVT. LTD.

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NOTARY GOVT. OF INDIA
Regd. No. 2700/04
C.M.A.'s Court
1, 3 Parkhall Street
Kolkata-700 011

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authority (as per the provisions of Section 194-IA of Income Tax Act, 1961) and shall also issue a Certificate to the Promoter to that effect.



IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Kolkata in the presence of attesting witnesses, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED OWNERS:

Please affix photograph and sign across the photograph

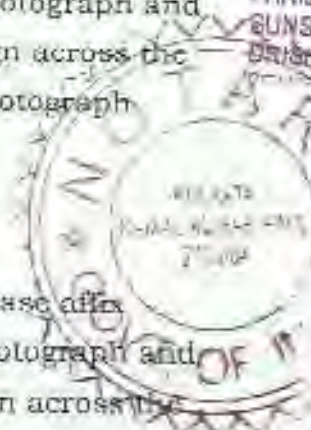


(1) Signature _____
Name _____
Address _____

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PARIJAT OVERSEAS PVT. LTD.
SUNSHINE DEVELOPERS PVT. LTD.
BRIGHT TOWERS PVT. LTD.

(2) Signature _____
Name _____
Address _____

Please affix photograph and sign across the photograph



SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER:

Please affix photograph and sign across the photograph

Signature of the promoter

KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Regd. No. 2760/04
C.M.'s Court
1 & 3 Banskahal Street
Kolkata-700 001

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(1) Signature _____
Name _____

At _____ on _____ in the presence of :

WITNESSES:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

**SIGNED AND DELIVERED BY
THE WITHIN NAMED
ALLOTTEE(S):**

Please affix
photograph and
sign across the
photograph

(i) Signature _____

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SUNSHINE DEVELOPERS PVT. LTD. *Milan A Shah*
DRIKHI POWERS PVT. LTD.
SUNNY HERMAN PVT. LTD.
SUNSHINE MAY PVT. LTD.

KSHETRUM
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