

This Agreement for Sale ("**Agreement**") executed on this day ____ of _____, 2019

BY AND BETWEEN

Uttora Chrysanthemum Residency LLP (LLPIN: AAI-6570), a Limited Liability Partnership incorporated under the provisions of the Section 12(1) of the Limited Liability Partnership Act, 2008, having its registered office at Kishore Bhavan, 17 R.N. Mukherjee Road, Kolkata 700001 and its corporate office at Kishore Bhavan, 17, R. N. Mukherjee Road, Kolkata – 700 001 [●] (PAN: AAFFU0282R), represented by its authorised signatory (Aadhar No.: [●]) authorized *vide* Board resolution dated [●] ("**Promoter**") (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and assigns) of the **FIRST PART**;

AND

(1) **Bagdogra Realtors Private Limited**, having CIN: U70200WB2010PTC151686 and PAN: AAECB2021R, having its registered office at 51D, Gariahat Road, Flat No. 307, Kolkata 700019, (2) **Balason Realtors Private Limited**, having CIN: U70109WB2010PTC151703 and PAN: AAECB2020Q, having its registered office at 81, Raja Basanta Roy Road, Kolkata 700029, (3) **Gossainpur Real Estate Private Limited**, having CIN: U70101WB2007PTC117515 and PAN: AACCG9288M, having its registered office at 81, Raja Basanta Roy Road, Kolkata – 700 029, and (4) **Hillcart Realtors Private Limited**, having CIN: U70200WB2010PTC151650 and PAN: AACCH4635H, having its registered office at 27A, Raipur Mondal Para Road, Kolkata 700047, all companies incorporated under the provisions of the Companies Act, 1956, as the case may be, represented by [●], [●], [●], [●] and [●] respectively (hereinafter collectively referred to as the “**Owners**”) (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 **SECOND PART**;

AND

[If the Allottee is a company]

_____ (CIN: [●]) a company incorporated under the provision of the Companies Act, [1956 or 2013, as the case may be], having its registered office at [●] (PAN: [●]), represented by its authorised signatory (Aadhar no. [●]) duly authorized *vide* Board resolution dated [●] (“**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 firm]

_____ a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at [●] (PAN: [●]), represented by its authorized Partner [●] (Aadhar No. [●]) duly authorized *vide* [●] dated [●] (“**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 an LLP]

[●] **LLP**, a limited liability partnership firm incorporated under the Limited Liability Partnership Act, 2008, (having **LLPIN**: [●], and **PAN**: [●]) having its registered office at [●], represented by its authorized partner [●] (**Aadhaar No.** [●] and **PAN**: [●]), son of [●], authorized *vide* [●], residing at [●], (“**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 an individual]

Mr./Ms. [●] (Aadhaar No.: [●]) son / daughter of [●], aged about [●] years, residing at [●] (PAN:

[●]), (“Allottee”) (which expression shall unless repugnant to the context meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**.

[OR]

[If the Allottee is a HUF]

Mr. [●] (Aadhaar No. [●]) son of [●] aged about [●] years for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business /residence at [●] (PAN No.: [●]), (“Allottee”) (which express shall unless repugnant their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

(Please insert details of other Allottee(s) in case of more than one Allottee)

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

WHEREAS

A. Bagdogra Realtors Private Limited had purchased, *inter alia*, pieces and parcels of land admeasuring 1.20 acres approx. comprised in Mouza Rupsing, within the jurisdiction of Police Station Naxalbari, District Darjeeling (“**First Land Parcel**”), by way of several registered deeds of transfer/conveyance as specified herein below:

Sl. No.	Date	Registration Details	Purchased Area (in decimals)	Land Details
1.	11 January 2011	Office of the Additional District Sub-Registrar, Siliguri-II, Bagdogra, in Book No. I, Volume No. 1, Pages 4839 to 4852, having Deed No. 00310 of 2011	45	L.R. Plot No. 165, L.R. Khatian No. 78/3, Mouza Rupsing, Police Station Naxalbari, District Darjeeling
2.	15 December 2010	Office of the Additional District Sub-Registrar, Siliguri-II, Bagdogra, in Book No. I, Volume No. 33, Pages 4767 to 4779, having Deed No. 09240 of 2010	25	L.R. Plot No. 166, L.R. Khatian No. 23, Mouza Rupsing, Police Station Naxalbari, District Darjeeling
3.	15 December 2010	Office of the Additional District Sub-Registrar, Siliguri-II, Bagdogra, in Book No. I, Volume No. 33, Pages 4793 to 4805, having Deed No. 09242 of 2010	25	L.R. Plot No. 166, L.R. Khatian No. 23, Mouza Rupsing, Police Station Naxalbari, District Darjeeling
4.	15 December 2010	Office of the Additional District Sub-Registrar, Siliguri-II, Bagdogra, in Book No. I, Volume No. 33, Pages 4806 to 4818, having	25	L.R. Plot No. 166, L.R. Khatian No. 23, Mouza Rupsing, Police Station Naxalbari,

Sl. No.	Date	Registration Details	Purchased Area (in decimals)	Land Details
		Deed No. 09243 of 2010		District Darjeeling
		Total	120	

- B. Balason Realtors Private Limited had purchased, *inter alia*, pieces and parcels of land admeasuring 0.17 acres approx. comprised in Mouza Bairatisal, within jurisdiction of Police Station Matigara and in Mouza Rupsing, within the jurisdiction of Police Station Naxalbari, District Darjeeling ("**Second Land Parcel**"), by way of several registered deeds of transfer/conveyance as specified herein below:

Sl. No.	Date	Registration Details	Purchased Area (in decimals)	Land Details
1.	22 July 2011	Office of the Additional District Sub-Registrar, Siliguri-II, Bagdogra, in Book No. I, Volume No. 15, Pages 5601 to 5614, having Deed No. 06086 of 2011	17	L.R. Plot No. 203, L.R. Khatian No. 667, Mouza Rupsing, Police Station Naxalbari, District Darjeeling
		Total	17	

- C. Gossainpur Real Estate Private Limited had purchased, *inter alia*, pieces and parcels of land admeasuring 0.80 acres approx. comprised in Mouza Rupsing, within the jurisdiction of Police Station Naxalbari, District Darjeeling ("**Third Land Parcel**"), by way of several registered deeds of transfer/conveyance as specified herein below:

Sl. No.	Date	Registration Details	Purchased Area (in decimals)	Land Details
1.	2 August 2010	Office of the Additional District Sub-Registrar, Siliguri-II, Bagdogra, in Book No. I, Volume No. 25, Pages 322 to 334, having Deed No. 05890 of 2010	38	L.R. Plot No. 206(P), L.R. Khatian Nos. 822 and 823, Mouza Rupsing, Police Station Naxalbari, District Darjeeling
2.	2 August 2010	Office of the Additional District Sub-Registrar, Siliguri-II, Bagdogra, in Book No. I, Volume No. 25, Pages 603 to 615, having	42	L.R. Plot No. 203(P), L.R. Khatian Nos. 822 and 823, Mouza Rupsing, Police Station

Sl. No.	Date	Registration Details	Purchased Area (in decimals)	Land Details
		Deed No. 05913 of 2010		Naxalbari, District Darjeeling
		Total	80	

- D. Hillcart Realtors Private Limited had purchased, *inter alia*, pieces and parcels of land admeasuring 2.98 acres approx. comprised in Mouza Rupsing, within the jurisdiction of Police Station Naxalbari, District Darjeeling (“**Fourth Land Parcel**”), by way of several registered deeds of transfer/conveyance as specified herein below:

Sl. No.	Date	Registration Details	Purchased Area (in decimals)	Land Details
1.	23 August 2010	Office of the Additional District Sub-Registrar, Siliguri-II, Bagdogra, in Book No. I, Volume No. 26, Pages 3914 to 3925, having Deed No. 06475 of 2010	33	L.R. Plot No. 200(P), L.R. Khatian No. 268, Mouza Rupsing, Police Station Naxalbari, District Darjeeling
2.	23 August 2010	Office of the Additional District Sub-Registrar, Siliguri-II, Bagdogra, in Book No. I, Volume No. 26, Pages 3962 to 3973, having Deed No. 06479 of 2010	33	L.R. Plot No. 200(P), L.R. Khatian No. 268, Mouza Rupsing, Police Station Naxalbari, District Darjeeling
3.	23 August 2010	Office of the Additional District Sub-Registrar, Siliguri-II, Bagdogra, in Book No. I, Volume No. 26, Pages 4507 to 4518, having Deed No. 06514 of 2010	30	L.R. Plot No. 202(P), L.R. Khatian No. 83, Mouza Rupsing, Police Station Naxalbari, District Darjeeling
4.	23 August 2010	Office of the Additional District Sub-Registrar, Siliguri-II, Bagdogra, in Book No. I, Volume No. 26, Pages 4519 to 4530, having Deed No. 06515 of 2010	40	L.R. Plot No. 202(P), L.R. Khatian No. 83, Mouza Rupsing, Police Station Naxalbari, District Darjeeling
5.	23 August 2010	Office of the Additional District Sub-Registrar, Siliguri-II, Bagdogra, in Book No. I, Volume No. 26, Pages 4531 to 4542, having	30	L.R. Plot No. 202(P), L.R. Khatian No. 83, Mouza Rupsing, Police Station Naxalbari,

Sl. No.	Date	Registration Details	Purchased Area (in decimals)	Land Details
		Deed No. 06516 of 2010		District Darjeeling
6.	16 September 2010	Office of the Additional District Sub-Registrar, Siliguri-II, Bagdogra, in Book No. I, Volume No. 28, Pages 3189 to 3200, having Deed No. 07186 of 2010	50	L.R. Plot No. 206, L.R. Khatian No. 824, Mouza Rupsing, Police Station Naxalbari, District Darjeeling
7.	29 October 2010	Office of the Additional District Sub-Registrar, Siliguri-II, Bagdogra, in Book No. I, Volume No. 31, Pages 1094 to 1105, having Deed No. 08186 of 2010	42	L.R. Plot No. 208/804, L.R. Khatian No. 11/1, Mouza Rupsing, Police Station Naxalbari, District Darjeeling
8.	29 October 2010	Office of the Additional District Sub-Registrar, Siliguri-II, Bagdogra, in Book No. I, Volume No. 31, Pages 1130 to 1141, having Deed No. 08189 of 2010	40	L.R. Plot No. 208/804, L.R. Khatian No. 11/1, Mouza Rupsing, Police Station Naxalbari, District Darjeeling
		Total	298	

- E. The said Bagdogra Realtors Private Limited, Balason Realtors Private Limited., Gossainpur Real Estate Private Limited and Hillcart Realtors Private Limited, i.e. the Owners herein, approached Luxmi Portfolio Limited with the proposal of development of the First Land Parcel, Second Land Parcel, Third Land Parcel and the Fourth Land Parcel (hereinafter collectively referred to as the “**Project Land**”), which is more fully described in the **Schedule A** hereunder written, for a real estate project as per a co-development scheme, whereby the Owners shall offer their respective land parcels for development and Luxmi Portfolio Limited shall provide necessary finance for such development on the basis of revenue sharing arrangement;
- F. In terms of the aforesaid discussion, the Owners herein and Luxmi Portfolio Limited, together formed a limited liability partnership bearing the name ‘**Uttora Chrysanthemum Residency LLP**’ being the Promoter herein, which will undertake the development of the proposed real estate project;
- G. Subsequently the Owners herein, Uttora Chrysanthemum Residency LLP and Luxmi Portfolio Limited has also entered into a co-development agreement dated 6 February 2019, registered in the Office of the Additional Registrar of Assurances, in Book No. I, Volume No.

1903-2019, Pages 14679 to 14738, having Deed No. 190300348 for the year 2019, to record in detail the inter se rights, obligations and the general terms and conditions with respect to such proposed development of the proposed real estate project to be undertaken by the Promoter;

- H. The Promoter has now conceptualized development and construction of a group housing project on the Project Land which is intended to be comprised of [●] number of buildings having [●] self-contained units/ apartments, together with [●] open parking spaces on the ground floors of the said buildings and/or at the open area of the said group housing project, along with Common Areas, amenities and facilities as specified in **Schedule C** of this Agreement (collectively the “**Project**”);
- I. The Owners had jointly applied for sanction of the building plans for the Project and has received sanction of the said building plans for the Project from the office of the Naxalbari Panchayat Samity vide Sanction Order No. 310/NPS/Planning dated 3 October 2018 (“**Plans**”);
- J. Upon receiving sanction of the Plans, the Promoter has commenced construction and development of the Project;
- K. The Promoter has registered the Project with the Authority (as defined hereinbelow) on [●] under Registration No. [●] and has procured the relevant registration certificate (“**Registration Certificate**”) from the Authority in terms of Act (as defined hereinbelow);
- L. The Allottee approached the Promoter and the Owners to purchase the Unit And Appurtenances (as defined hereinafter) comprised within building number [●] of the Project (“**Building**”), on the terms and conditions agreed by and between the Parties herein;
- M. The Allottee has, prior to the Effective Date, examined the copy of the Registration Certificate and has caused the said Registration Certificate to be examined in detail by his/ her/ its advocates and architectural consultants. The Allottee has also examined all the documents and information uploaded by the Promoter on the website of the Authority (as defined hereinafter) as required under the provisions of the Act and the rules and regulations framed thereunder and has understood the documents and information in all respect. The Allottee has also viewed and verified the physical construction relating to the development of the Project, to their satisfaction;
- N. Relying on the aforesaid, the Promoter and the Owners have agreed to sell the Unit And Appurtenances on the terms and conditions appearing hereinafter;
- O. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein; and
- P. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definition

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

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

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

“Allotment Letter” shall mean the letter of allotment issued by the Promoter in favour of the Allottee bearing no. [●] dated [●] whereby the Unit And Appurtenances was allotted to the Allottee;

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

“Association of Allottees” shall mean an association formed by the Allottees for the purposes as mentioned in the Act;

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

“Building” shall have the meaning ascribed to it in Recital L;

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

“Carpet Area” shall, in relation to the Unit, mean the net usable floor area of the Unit, excluding the area covered by the external walls, areas under service shafts, exclusive

balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Unit;

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

“**Common Areas**” shall mean and include the area as detailed in **Schedule C** below;

“**Completion Date**” shall mean the date of completion of the Project as per registration with the Authority and as defined in Clause 7.4 hereinbelow, and shall include any extension of registration granted to the said Project by the Authority, in accordance with the Act;

“**Conveyance Deed**” means the deed of conveyance to be executed between the Allottee, Promoter and Owners whereby the Promoter and the Owners shall sell, transfer and convey the Unit And Appurtenances together in favour of the Allottee;

“**Date of Possession**” shall have the meaning ascribed to it in Clause 7.4, read with Clause 7.5 of this Agreement;

“**Effective Date**” shall mean the date of execution of this Agreement;

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

“**INR**” shall mean the currency of the Republic of India;

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

“**Parking Space**” shall mean open Parking Space bearing number [●] situated at [●] forming part of the Project.

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

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

"**Project Land**" shall have the meaning ascribed to it in Recital E, described in **Schedule A** of this Agreement and demarcated in colour **Red** on Plan **A** attached;

"**Registration Certificate**" shall have the meaning ascribed to it in Recital K of this Agreement;

"**Rules**" means the West Bengal Housing Industry Regulation Rules, 2018 made under Act;

"**Schedule**" shall mean a schedule to this Agreement;

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

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

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

"**Unit**" shall mean [●], described in **Part-I** of the **Schedule B** below and demarcated in colour **Green & Bold** on Plan **B** attached, comprised in the Building constructed on the Project Land; and

"**Unit And Appurtenances**" shall mean collectively the Unit, Land Share, the Parking Space and Share In The Common Portions.

1.2 Other Terms

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

1.3 Interpretations

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

- (a) any reference to a statute (whether or not any specifically named herein) shall include any amendment or re-enactment thereof for the time being in force and shall include all instruments, orders, plans, regulations, bye laws, permissions and directions for the time being made issued or given thereunder or deriving validity therefrom;
 - (b) unless the context otherwise requires or is stated, words in the singular include the plural and vice versa; words importing any gender include all genders;
 - (c) a reference to a clause or a Schedule is a reference to a clause or a Schedule, as the case may be of, or to, this Agreement;
 - (d) the term 'or' shall not be exclusive and the terms "herein", 'hereof', "hereto" and "hereunder" and other terms of similar import shall refer to this Agreement as a whole and not merely to the specific provision where such terms may appear; and the terms "including" and "include" shall be construed without limitation;
 - (e) the words "directly or indirectly" mean directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and "direct or indirect" shall have the correlative meanings.
- 1.3.2 The heading and bold typeface appearing in this Agreement are for reference only and shall not affect the construction thereof;
- 1.3.3 Reference to any agreement, contract, deed or document shall be construed as including any amendment, modification, alteration or variation to it, any novation of it, and/or anything supplemental to it;
- 1.3.4 Each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- 1.3.5 Where there is any inconsistency between the definitions set out in this clause and the definitions set out in any clause or Schedule, then for the purpose of construing such clause or Schedule, the definitions set out in such clause or schedule shall prevail; and
- 1.3.6 Any Schedule or appendix to this Agreement shall take effect as if set out in this Agreement and references to this Agreement shall include its Schedules and appendices.

2. TERMS:

- 2.1 The Owners confirm, accept and assure the Allottee that the Owners are the lawful owners

of the Project Land free from all Encumbrances whatsoever and have marketable and saleable right, title and interest in the Project Land.

- 2.2 The Owners and the Promoter jointly confirm, accept and assure that the Owners and the Promoter have marketable and saleable right, title and interest in the Building, the plans, all the background papers recited in the Recital of this Agreement hereto and the rights of the Owners and the Promoter to enter into this Agreement and shall not raise any objection with regard thereto.
- 2.3 The Allottee confirms, accepts and assures the Owners and the Promoter that the Allottee is acquainted with, fully aware of and is thoroughly satisfied about the right, title and interest of the Owners and the Promoter in the Project Land and the Building respectively, the Plans, all the background papers recited in the Recital of this Agreement hereto and the rights of the Owners and the Promoter to enter into this Agreement and shall not raise any objection with regard thereto.
- 2.4 The Owners and the Promoter have agreed to sell the Unit And Appurtenances to the Allottee, on the terms and conditions contained in this Agreement and in consideration of the payment of the Agreed Consideration by the Allottee. Such sale shall be effected by the Owners and the Promoter conveying the Unit And Appurtenances, to the Allottee.
- 2.5 The Allottee confirms, accepts and assures the Owners and the Promoter that the Allottee has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually.
- 2.6 It is agreed that the Promoter shall not make any addition and/ or alteration in the sanctioned plan, layout plan, specifications and the nature of amenities and facilities described herein at **Schedule C** and **Schedule E** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Unit, Building and/ or Project, without the previous written consent of the Allottee as per the provisions of the Act.
Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
Further, the Promoter will have the right, without any approval from any Allottee to make any alterations, additions, improvements and/ or repairs, ordinary or extraordinary in relation to the Unit and Appurtenances that has not been allotted to anyone, without affecting the units that have already been allotted and any other part of the Project. The Allottee shall have no right to raise objections in this regard.
- 2.7 Subject to Clause 11 below, the Promoter agrees and acknowledges that the Allottee shall have the right to the Unit And Appurtenances as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Unit;
 - (ii) The Allottee shall also have undivided proportionate share in the Common Portions.

The Promoter shall hand over the Common Areas, amenities and facilities to the Association of Allottees after duly obtaining the occupancy certificate from the competent authority, if applicable, as provided in the Act;

- (iii) That the computation of the price of the Unit And Appurtenances includes recovery of price of land, construction of not only the Unit but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity in the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit And Appurtenances, as specified by the Promoter at the time of execution of the Conveyance Deed.
 - (iv) The Allottee has the right to visit the site of the Project to assess the extent of development of the Project and his Unit, subject to Clause 7.3 of this Agreement;
- 2.8 It is clarified by the Promoter and agreed by the Allottee that the Unit And Appurtenances, along with Parking Space shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering a part of the Project Land and is not a part of any other project or zone and shall not form a part of and/or linked or combined with any other project in its vicinity or otherwise, except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the allottees of the Project.
- 2.9 The Allottee has paid a sum of INR [●] (Indian Rupees [●] only) as booking amount being part payment towards the Agreed Consideration of the Unit at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Unit as prescribed in the Schedule of Payment as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable as per the Schedule of Payment, consequences as mentioned in Clause 11.5 shall follow.
- 2.10 The Allottee confirms, accepts and assures the Owners and the Promoter that notwithstanding anything contained in this Agreement, it is clearly understood by the Allottee that the right, title and interest of the Allottee is confined only to the Unit And Appurtenances and the Owners and/or the Promoter are entitled to sell and/or dispose off all other portions of the Project Land and the Building to any third party at the sole discretion of the Owners and/or the Promoter, to which the Allottee under no circumstances shall be entitled to raise any objection and waive his/her/its right to do so.
- 2.11 The Promoter agrees to pay all outgoing till the Date of Possession, which it has collected from the Allottee, for the payment of outgoing. If the Promoter fails to pay all or any of the outgoing collected by it from the Allottees or any liability, before transferring the Unit to the Allottees, the Promoter agrees to be liable even after the transfer of the property,

to pay such outgoings and penal charges, if any, to the competent authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person. However, from the Date of Possession, all outgoings in respect of the Unit including proportionate share of the common expenses and/ or maintenance charges and/ or charges for usage of other amenities and facilities of the Project, shall become payable by the Allottee.

- 2.12 The Promoter confirms to the Allottee that the Project, in its entirety, is in accordance with the provisions of the Act and the West Bengal Apartment Ownership Act, 1972.
- 2.13 The Allottee confirms to participate towards formation of the Association of Allottees under the provisions of West Bengal Apartment Ownership Act, 1972 within a period of 90 (ninety) days from the date of registration of the Conveyance Deed, for the purpose of management and maintenance of the Common Areas and facilities of the Project. In case of failure to do so, the Allottee agrees to compensate for any loss suffered by the Promoter for the formation of the Association of Allottees. The said Association of Allottees will be required to formally take over charge of management and maintenance of the Common Portions, on or before the handing over of the same in its favour.
- 2.14 The covenants of the Allottee ("**Allottee's Covenants**"), the covenants of the **Owners and the Promoter** (collectively "**Transferors' Covenants**") as mentioned in the **Schedule D** below shall perpetually run with the land. The Parties agree, accept and confirm that the Allottee's Covenants and Transferors' Covenants (collectively "**Covenants**") shall bind them and their successors-in-title or interest and this Agreement is based on the undertaking that the Allottee's Covenants and Transferors' Covenants shall be strictly performed by the Allottee, the Owners and the Promoter, respectively. The Allottee further agrees not to undertake any addition/alteration in the Common Areas, whether individually or as part of the Association of Allottees, without the prior written permission from Promoter or their assignees.

3. DEMISE

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

4. AGREED CONSIDERATION

- 4.1 **Amount:** The consideration for transfer of the Unit And Appurtenances has been mutually agreed upon, settled and fixed at INR [●] (Indian Rupees [●]) ("**Agreed Consideration**") only, out of which the Allottee has paid a sum of INR [●] (Indian Rupees [●]) only as booking amount being part payment towards the Agreed Consideration, which the Parties confirm and accept. The Agreed Consideration above includes the Goods and Services Tax (GST), as applicable on the date of execution of this Agreement, only. Any additional or

new taxes or any upward revision in the GST (from the level applicable on the date of execution of this Agreement) shall be borne and payable by the Allottee at the time of execution and registration of the Conveyance Deed.

4.2 The details of the Agreed Consideration for the Unit And Appurtenances are as below:

Block/ Building/ Tower Number:				Unit Number:			
Unit Type:		Floor:		Carpet Area:			
Unit Price:							
Parking Space Number(s):				Price (in INR):			
Cost of exclusive balcony/ verandah area:				Cost of exclusive open terrace areas:			
Proportionate cost of Common Areas:				Preferential location charges:			
Taxes:				Maintenance charges:			
Agreed Consideration (in INR): [●] (Indian Rupees [●]) only.							

Explanations:

- (i) The Agreed Consideration above includes the booking amount paid by the Allottee to the Promoter towards the Unit and/ or Parking Space;
- (ii) The Agreed Consideration above includes taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the development of the Project payable by the Promoter, by whatever name called) up to that Date of Possession in case of the Unit, and upto the date of handing over the Land Share and Share In The Common Portions to the Association of Allottees or the competent authority, as the case may be, after obtaining the occupancy certificate, if applicable;
 Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/ reduced based on such change/ modification;
 Provided further that if there is any increase in the taxes after the expiry of the Completion Date, the same shall not be charged from the Allottee. However, in case of any increase in stamp duty or incurrence of additional charges payable due to delay in execution and registration of the Conveyance Deed without any fault of the Promoter, the Allottee shall be required to indemnify the Promoter against any such loss incurred or suffered due to such delay in execution of the Conveyance Deed;
- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amounts payable as stated in the Schedule of Payment and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/

rules/ notifications together with dates from which such taxes/ levies etc. have been imposed or become effective;

- (iv) The Agreed Consideration includes recovery of price of land, construction of not only the Unit but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges etc., and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit and the Project; and
- (v) Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottee(s) of the Project, the same shall be in the ratio which the carpet area of the Unit bears to the total carpet area of all the units in the Project.

4.3 **Miscellaneous Deposits and Charges:** It is further clarified that the Agreed Consideration does not include association formation deposit, interim maintenance charges (if any), documentation charges, security deposit, charges for electrical meter installation or any other charges, and the same shall be payable by the Allottee as mentioned in Part III of **Schedule B** (Schedule of Payment) of this Agreement.

4.4 The Agreed Consideration is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/ or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the Completion Date, the same shall not be charged from the Allottee.

4.5 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within 45 (forty five) days with annual interest at the rate as may be prescribed in the Rules, from the date when such in excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than 3% (three percent) of the carpet area of the Unit, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Schedule of Payment. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 4.2 of this Agreement.

4.6 **Stamp Duty and Registration Costs:** Stamp duty, registration fees, and miscellaneous

charges and expenses that may be incurred during the registration process in respect of this Agreement and all other documents to be executed in pursuance hereof including the Conveyance Deed, shall be paid within 7 (seven) days of demand being made by the Promoter in writing, in this regard.

5. MODE OF PAYMENT

- 5.1 Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall pay to the Promoter, the Agreed Consideration mentioned in Clause 4.1 above, in the manner mentioned in Part-II of the **Schedule B** below through A/c payee cheque/demand draft or online payment (as applicable) in favour of "Uttora Chrysanthemum Residency LLP HO", Yes Bank Ltd., Dalhousie Branch, Kolkata, Account No: 019081300002535, IFSC Code: YESB0000190.
- 5.2 Timely payment of the Agreed Consideration is the essence of this contract. In the event the Allottee fails to make payment of any amount towards the Agreed Consideration which has become payable in terms of the Schedule of Payment mentioned in Part-II of the **Schedule B**, consequences as mentioned in Clause 11.5.1 shall follow.
- 5.3 The Allottee hereby authorizes the Promoter to adjust/ appropriate all payments made by him/ her under any head(s) of dues against lawful outstanding of the Allottee, if any, against the Unit And Appurtenances, in his/ her name, as the Promoter may in its sole discretion deem fit and the Allottee further undertakes not to object/ demand/direct the Promoter to adjust his/ her payments in any manner.

6. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 6.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/ modification(s) made thereof and all other Applicable Laws including that of remittance of payment for acquisition/ sale/ transfer of immovable properties in India etc., and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other Applicable Law. The Allottee understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 6.2 The Promoter accepts no responsibility in regard to matters specified in Clause 6.1 above.

The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the Applicable Laws. The Promoter shall not be responsible towards any third-party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the allotment of the said Unit And Appurtenances applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

7. CONSTRUCTION, POSSESSION AND COMPLETION OF SALE

- 7.1 The Promoter shall complete the Project within the Completion Date and shall hand over the Unit And Appurtenances to the Allottee and the Common Areas to the Association of Allottees or the competent authority, as the case may be, within time permitted under the Act.
- 7.2 The Allottee agrees that he has seen the proposed layout plan, specifications, amenities and facilities of the Unit, and has accepted the floor plan, Schedule of Payment, specifications as described in **Schedule E** and the amenities and facilities as described in **Schedule C** hereinbelow, which has been approved by the competent authorities, as represented by the Promoter. The Promoter shall construct, complete and make habitable the Unit and the Common Portions in accordance with the said layout plans, specifications, amenities and facilities detailed in **Schedule E** and **Schedule C** below, subject to the terms in this Agreement. The Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the applicable laws of West Bengal and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.
- 7.3 The Promoter shall allow the Allottee to inspect the Unit (during working hours of the Promoter) at the time of construction provided the Allottee gives 24 (twenty four) hours' prior notice in writing to the Promoter before such inspection.
- 7.4 The Promoter agrees and understands that timely delivery of possession of the Unit And Appurtenances to the Allottee and the Common Portions to the association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. Subject to completion of the Project and receipt of the entire amount due as on that date as per the Schedule of Payment, the Promoter assures to make the Unit habitable along with ready and complete Common Portions, on or before 31 March 2021 ("**Completion Date**"), unless there is delay or failure due to Force Majeure events as specified in Clause 9 below, and after obtaining occupancy certificate from the concerned authority in respect of the entire Project or such part of the Project which comprises the Unit, shall give notice to the

Allottee, who shall, within 15 (fifteen) days from date of the said notice (“**Date of Possession**”), take possession of the Unit And Appurtenances, after fulfilling all obligations under this Agreement, including payment of the balance of the Agreed Consideration as indicated in Part II of the **Schedule B** below and Miscellaneous Deposits and Charges as indicated in Part III of **Schedule B** below. Further, possession of the Common Portions shall be handed over to the Association of Allottees by the Promoter separately. In case of failure on the part of the Allottee in taking possession of the Unit And Appurtenances within the Date of Possession, the Promoter may at its own discretion charge the Allottee a holding charge at the rate of INR [●] per square feet of Carpet Area of the Unit per day (“**Holding Charge**”) till actual possession is taken by the Allottee. Further, notwithstanding any other provisions of this Agreement, the Allottee shall be liable to make payment of the applicable maintenance charges, utility charges and the municipal and/or local body rates, taxes, cess etc. in respect of the Unit And Appurtenances on and from the Date of Possession.

A letter (“**Handover Certificate**”) shall be issued by the Promoter to the Allottee at the time of handing over possession of the Unit And Appurtenances which will be signed and returned by the Allottee to the Promoter immediately. Such Handover Certificate will confirm and put on record that vacant and peaceful possession of the Unit And Appurtenances has been handed over to the Allottee as on the date specified therein.

If, however, the completion of the Project is delayed due to Force Majeure events, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit And Appurtenances. Provided that such Force Majeure events are not of a nature which make it impossible for the Agreement to be implemented.

- 7.5 The Allottee shall take possession of the Unit And Appurtenances from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter. The Allottee shall, unless the Allottee takes possession earlier, be deemed to have taken possession of the Unit And Appurtenances on the Date of Possession, irrespective of when the Allottee takes actual physical possession, for all purposes including calculation of liabilities arising out of the Unit And Appurtenances, post such date. Date of Possession shall thus mean the date on which the Allottee takes physical possession of the Unit And Appurtenances or the 15th day from the date of the notice specified in Clause 7.4 above, whichever is earlier.
- 7.6 On and from the Date of Possession as defined in Clause 7.4, read with Clause 7.5 above, the Allottee shall be liable to the following:
- (i) To pay all charges, rates, taxes, levies, outgoings, deposits including security deposits or assessments and maintenance or other charges in respect of the Unit And Appurtenances; and
 - (ii) All risks and costs relating to the Unit And Appurtenances.

Further, on and from the Date of Possession, the Allottee will not be entitled to raise any

claim against the Promoter in respect of the Unit And Appurtenances for any reason whatsoever.

- 7.7 After obtaining the occupancy certificate, and handing over physical possession of the Unit And Appurtenances to the Allottees, it shall be the responsibility of the Promoter to hand over within 30 (thirty) days of such handing over of possession, the necessary documents and plans, including Common Areas, to the Association of Allottee or the competent authority, as the case may be.
- 7.8 Upon completion of only the Unit, the Promoter may offer possession of the Unit And Appurtenances to the Allottee and that offer shall be binding on the Allottee.
- 7.9 On the Date of Possession, the Allottee shall be deemed to be completely satisfied with all aspects of the Unit And Appurtenances, including the measurement of the Unit And Appurtenances, with regard to which the Allottee shall accept that the certificate of Architect or the surveyor as appointed by the Promoter, as final and binding.
- 7.10 The Promoter agrees to pay all outgoings till the Date of Possession (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other Encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings or any liability, mortgage loan and interest thereon before transferring the Unit And Appurtenances to the Allottee, the Promoter agrees to be liable, even after the transfer of the Unit And Appurtenances, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person. From the Date of Possession, all outgoings in respect of the Unit And Appurtenances, including proportionate share of the common expenses/maintenance charges and all other rates, taxes, utility charges etc., shall become payable by the Allottee.
- 7.11 In the event possession of the Unit And Appurtenances could not be handed over to the Allottee due to non-compliance with the terms and conditions set out in the Agreement or a failure by the Allottee to pay all outstanding amounts, deposits and charges by their respective due date(s), the Promoter may cancel this Agreement and the allotment and/or recover such costs that the Promoter might have borne on behalf of the Allottee in this regard. Further, the consequences of Default by the Allottee shall follow.
- 7.12 Upon the Allottee paying the Agreed Consideration mentioned in Clauses 4.1 above together with Miscellaneous Deposits and Charges as stipulated in Part II and Part III of the **Schedule B** below and all other dues, deposits, charges, modified taxes, if any, payable by the Allottee in terms of this Agreement or under Applicable Laws, Parties shall execute the

Conveyance Deed by and among the Promoter, the Owners and the Allottee to convey the title of the Unit And Appurtenances in favour of the Allottee. Execution and registration of such Conveyance Deed shall take place within a period not exceeding 30 (thirty) days from the Date of Possession and in any case within a period of 3 (three) months from the date issuance of the occupancy certificate for the Building. The Promoter shall issue a written notice to the Allottees who has paid the entire Agreed Consideration, Miscellaneous Deposits and Charges as stipulated in Part II and Part III of the **Schedule B** below, any other dues, deposits, charges, modified taxes, if any, payable by the Allottee in terms of this Agreement or under Applicable Laws to make payment of the requisite stamp duty, registration fee and expenses towards execution and registration of the Conveyance Deed within a period of 7 (seven) days from the date of issuance of such notice. Upon the Allottee making payment of the requisite stamp duty, registration fee and expenses towards execution and registration of the Conveyance Deed, Promoter shall issue another written notice to the Allottee stipulating the details of the venue and time when the Allottee will be required to be present in person or through authorized representative (such representative being authorized by a registered power of attorney in case of individuals and by way of a board resolution in case of companies) to execute and register the Conveyance Deed.

- 7.13 However, in case the Allottee fails to deposit the stamp duty, registration fee and expenses towards execution and registration of the Conveyance Deed within the period specified in the notice mentioned in Clause 7.12 above, the Promoter shall be entitled to either withhold registration of the Conveyance Deed in favour of the Allottee till payment of such stamp duty, registration fees and expenses to the Promoter is made by the Allottee or cancel this Agreement and the allotment of the Unit And Appurtenances, without any further intimation. In case of such cancellation of this Agreement and allotment by the Promoter, it shall refund all monies paid by the Allottee after deducting INR [●] (Indian Rupees [●]) only there from towards the interest on delayed payments, brokerage, other charges and taxes, if any, incurred by the Promoter.

In case the Promoter opts not to cancel this Agreement and the allotment, the Promoter shall have the right to withhold handing over the physical possession of the Unit And Appurtenances, if applicable, until the Conveyance Deed is executed and registered, additionally the Allottee shall be liable to make payment of the Holding Charge (as specified in Clause 7.4 above) along with maintenance charges, utility charges, municipal and/or local body rates, taxes, cess etc. in respect of the Unit And Appurtenances on and from the Date of Possession as and when demanded by the Promoter.

- 7.14 The Promoter shall ensure that at the time of registration of the Conveyance Deed, the Unit And Appurtenances is free from all encumbrances, save and except those agreed to be created by the Allottee for financing payment of the Agreed Consideration to the Promoter. In case of any charges, fees or taxes required to be paid by the Allottee in relation to the Unit And Appurtenances remains unpaid on the due date for such payment as per the Schedule of Payment, such fees, charges, taxes, along with default interest at the rate equivalent to Prime Lending Rate of the State Bank of India (as applicable on the date of

default) plus 2% p.a., shall be treated as unpaid sale price of the allotted Unit And Appurtenances and the Promoter shall have lien on the Unit And Appurtenances for the recovery of such fees, charges, taxes.

- 7.15 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 this Agreement relating to such development is brought to the notice of the Promoter by the Allottee, within a period of 5 (five) years from the Date of Possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days of being brought to notice of the same, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.
- 7.16 The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the Project Land, on which the Project is being developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

8. INDEMNITY

- 8.1 The Allottee indemnifies and agrees to keep the Transferors saved, harmless and indemnified of, from and against any loss or damage the Transferors may suffer as a result of non-payment, non-observance or non-performance by the Allottee of the Allottee's Covenants and/or any of the terms contained in this Agreement, Allotment Letter and Applicable Laws.
- 8.2 Further, Allottee also expressly agrees to indemnify the Transferors, if there is any levy of taxes, charges or fees by any government agency or competent authority, retrospectively or by virtue of any new interpretation of law by competent courts etc. which was not claimed/ including in the Schedule of Payment specifically.

9. FORCE MAJEURE

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

- 9.1.2 non-availability of steel, cement, other building materials and infrastructural facilities, including but not limited to water supply, electric supply, etc.;
 - 9.1.3 explosion, accident, blockade, embargoes, sabotage, breakage or breakdown of facilities or plant or equipment, failure or for defect in major forging or castings or other items of major equipment which require protracted time to obtain, the place of repair, or chemical contamination;
 - 9.1.4 a plane crash, a shipwreck, train wrecks or failures or delays of transportation;
 - 9.1.5 strikes, lockouts, work to rule actions, go slows or similar labour difficulties that in any way affect the construction of the Building and development of the Project;
 - 9.1.6 geological, subsurface ground conditions as a result of which construction of the Building and development of the Project is delayed or no longer financially or technically viable;
 - 9.1.7 disruptions, challenges and placement of legal and traditional impediments, including as to title or otherwise, in any manner whatsoever by any Person who has agreed to purchase/already purchased any unit in the Building or by any third party whatsoever and delay or non-availability of any and all approvals by any governmental, municipal or other competent authority which delays or materially adversely affects the construction of the Building and development of the Project as mentioned in this Agreement;
 - 9.1.8 act of war, invasion, armed conflict, hostile act of foreign enemy, blockade, embargo, a revolution, riot, insurrection, civil commotion, or act of terrorism; and
 - 9.1.9 any event or circumstances analogous to the foregoing.
- 9.2 In case there is delay on the part of the Transferors in fulfilling their obligations hereunder due to any of the reasons stated in Clause 9.1 above, then the Transferors shall not be liable to pay any interest or damages. In the event, the completion of the Project is delayed due to the force majeure conditions specified in Clause 9.1 above, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit And Appurtenances, provided that such force majeure conditions are not of a nature which make it impossible for this Agreement to be implemented.
- 9.3 The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to force majeure conditions, then this Agreement shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the Allottee within 45 (forty five) days from that date. The Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

10. REPRESENTATIONS AND WARRANTIES

10.1 The Transferors hereby represent and warrant to the Allottee as follows:

- (i) The Owners have absolute, clear and marketable title of the Project Land;
- (ii) The Promoter has the requisite rights to carry out development upon the Project Land and absolute, physical possession of the Project Land for the Project;
- (iii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iv) There are no encumbrances upon the Project Land or the Project;
- (v) There are no litigations pending before any court of law or Authority with respect to the Project Land, Project, Common Portions or the Unit And Appurtenances;
- (vi) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land, Common Portions and the Unit And Appurtenances are valid and subsisting and have been obtained by following due process or law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all Applicable Laws in relation to the development of the Project, Project Land, Common Portions, Unit And Appurtenances;
- (vii) The Transferors have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (viii) The Transferors have not entered into any agreement for sale or any other agreement/ arrangement with any person or party with respect to the said Unit And Appurtenances which will, in any manner, affect the rights of Allottee under this Agreement;
- (ix) The Transferors confirm that they are not restricted in any manner whatsoever from selling the said Unit And Appurtenances to the Allottee in the manner contemplated in this Agreement;
- (x) The Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit And Appurtenances to the Allottee and the Common Portions to the Association of Allottees or the competent authority, as prescribed in Clause 7 above;
- (xi) The Transferors have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authorities till the Date of Possession; and
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Transferors in respect of the Project Land and/or the Project.

10.2 The Allottee hereby represents and warrants to the Transferors as follows:

- (i) This Agreement, the Allotment Letter or any other document executed in relation to the Unit And Appurtenances by and among the Parties, shall constitute valid and legally binding obligations enforceable in accordance with their terms;
- (ii) Neither the execution of this Agreement, nor the performance of various terms and provisions hereof will violate any deed or agreement to which the Allottee is party or by which the Allottee is bound;
- (iii) The Allottee is not restricted by any judgement, injunction, order, decree or award from the execution, delivery and performance of the terms of this Agreement, the Allotment Letter or any other document executed by him in relation to the Unit And Appurtenances;
- (iv) The Allottee shall, at all times, observe and perform all the terms and conditions, covenants and provisions mentioned herein, and shall not do, omit or suffer to be done anything whereby the right of the Transferors is violated or forfeited or jeopardized or extinguished in respect of the Unit And Appurtenances;

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

11. EVENTS OF DEFAULT AND CONSEQUENCES

11.1 Subject to the provisions of Clause 9.1 above (Force Majeure), the Promoter shall be considered to be in default, in the following events:

11.1.1 The Promoter fails to provide ready to move in possession of the Unit And Appurtenances to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which occupancy certificate, has been issued by the competent authority;

11.1.2 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 there under;

11.2 In case of default by Promoter as specified in Clause 11.1.1 above, Allottee shall be entitled to:

11.2.1 Stop making further payments to the Promoter as demanded by the Promoter unless the Promoter cures the situation by completing the construction milestones and only thereafter the Allottee be required to make the further payments without attracting any penal interest, provided the said payment is made by the Allottee within 7 (seven) working days from the date of the Promoter curing the situation by completing the construction milestones; or

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

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate equivalent to Prime Lending Rate of the State Bank of India (as applicable on such date) plus 2% (two percent) p.a. for every month of delay till the handing over of the possession of the Unit And Appurtenances, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due; or

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

11.3 In case of default by Promoter as specified in Clause 11.1.2 above, Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Unit And Appurtenances, along with interest at the rate equivalent to Prime Lending Rate of the State Bank of India (as applicable on such date within 45 (forty-five) days of receiving the termination notice.

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

11.4.1 Failure of the Allottee to make payment of the Agreed Consideration and/ or any other charges payable by the Allottee under this Agreement or any part thereof within the due dates specified herein;

11.4.2 Breach by the Allottee of any of the terms of the Agreement, or the Allotment Letter;

11.5 In case of default by the Allottee as specified in Clause 11.4 above, the below mentioned consequences shall follow:

11.5.1 In case of default by the Allottee as specified in Clause 11.4.1, the Allottee shall be liable to pay interest at the rate equivalent to Prime Lending Rate of the State Bank of India (as applicable on such date) plus 2% (two percent) p.a. on the unpaid amount, within 45 (forty-five) days of such due date alongwith such unpaid amount, to the Promoter. In case such failure to pay on the part of the Allottee continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter shall be eligible to cancel the allotment of the Unit And Appurtenances in favour of the Allottee by

a written intimation to the Allottee, and refund the amount paid to the Promoter by the Allottee within 45 (forty-five) days, after deducting the booking amount being INR [●] (Indian Rupees [●]) only and the interest liabilities on the unpaid amount till such date. The Promoter shall intimate the Allottee atleast 30 (thirty) days prior to such termination. This Agreement shall thereupon stand terminated. In the event of such cancellation, the Allottee will have no right, title, lien, claim or demand whatsoever in respect of the Unit And Appurtenances.

- 11.5.2 In case of default by the Allottee as specified in Clause 11.4.2, the Promoter may cancel this Agreement and the allotment of the Unit And Appurtenances after giving prior written notice of [●] ([●]) days to the Allottee to rectify the same. In case of failure on the part of the Allottee to rectify such breach within the time specified, the Promoter may cancel this Agreement and the said allotment, and issue refund of such amount as was paid by the Allottee till the date of such breach, after deduction of INR [●] (Indian Rupees [●]) only, without any interest or compensation. Allottee shall have the right to claim such refund with effect from the date of transfer of the said Unit And Appurtenances to an alternative allottee by the Promoter at a price which is higher than the amount payable to the Allottee.
- 11.6 Save and except for the provisions contained in Clause 11.2.2 above, upon termination of this Agreement, the Allottee shall neither be entitled to claim any right, title and interest, either equitable or otherwise, over and in respect of the Unit And Appurtenances and/or the Project Land or part or portion thereof nor shall be entitled to claim any charge on the Unit And Appurtenances, the Project Land and/or any part or portion thereof in any manner whatsoever. The effect of such termination shall be binding and conclusive on the Allottee.
- 11.7 Any payment/refund made to the Allottee shall be conclusive evidence of the discharge of liabilities on the part of the Promoter or its assignees. Termination/cancellation of this Agreement as provided in Clause 11.5.2 shall be conclusive when payment is made to the bank account as detailed in **Schedule F** (Schedule of Bank Account Details of the Allottee). However, in case the Allottee has borrowed funds from a bank for purchasing the Unit And Appurtenances, such payment/refund shall be made to the lending bank account as per the details provided by the Allottee.

12. USE OF SERVICE AREAS

The service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces other than allotted parking space and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plan. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Association of Allottees for rendering

maintenance services.

13. CANCELLATION BY ALLOTTEE

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

Any payment/refund made to the Allottee shall be conclusive evidence of the discharge of liabilities on the part of the Promoter or its assignees. Termination/cancellation of this Agreement as provided in this Clause hereinabove, shall be conclusive when payment is made to the bank account as detailed in **Schedule F**. However, in case the Allottee has borrowed funds from a bank for purchasing the Unit And Appurtenances, such payment/refund shall be made to the lending bank account as per the details provided by the Allottee.

14. MAINTENANCE OF THE PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the same by the Association of Allottees upon the issuance of the occupancy certificate of the Project. The cost of such maintenance has been included in the Agreed Consideration of the Unit And Appurtenances.

15. TRANSFER AND TRANSMISSION

15.1 Transfer Restriction

The Allottee shall not be permitted to transfer/ assign its allotted Unit And Appurtenances for a period of 6 (six) months from date of issue of the Allotment Letter. Subsequent to the expiry of the aforesaid 6 (six) months period, in the event that an Allottee, proposes to transfer its right of allotment under the Allotment Letter in favour of any other entity (“**Transferee**”), such Allottee shall be required to apply in writing for the Promoter’s approval for the proposed transfer providing all details of the proposed Transferee. The Promoter may in its discretion, provide its approval in writing, if it is satisfied about the credibility of the proposed Transferee. The Allottee may transfer its right of allotment in favour of the Transferee upon receipt of such approval and after the payment of: (a) 3% (three percent) of the higher of Agreed Consideration or market value as assessed by the office of the concerned Sub-Registry for valuation of stamp duty; or (b) INR 1,25,000 (Indian Rupees One Lakh Twenty Five Thousand) only, whichever is higher, as administrative charge to the Promoter. GST and/ or other taxes shall be charged upon the transfer charge and/ or any other administrative charge, as may be applicable to such transaction. The said transfer shall take place only through a registered instrument giving effect to such transfer.

Any transfer of the Unit And Appurtenances, after the execution of the Conveyance Deed, shall be recognised by the Promoter only if the stipulated transfer charge as mentioned in this Clause, is paid to the Promoter and a no-dues certificate has been obtained from the Promoter. In the event of failure to obtain such no-dues certificate by the transferor, the entire amount due from the transferor shall be recoverable from the transferee. The transferor shall also ensure that similar provision requiring obtaining no-dues certificate and payment of transfer charges be incorporated in any conveyance deed in relation to the Unit And Appurtenances.

In the event the Conveyance Deed remains unregistered, any subsequent transfer of the Unit And Appurtenances in favour of another entity can only be made by way of a tri-partite agreement, with the Promoter being a signatory to such agreement. However, transfer by way of a tri-partite agreement would not be required in relation to the Unit And Appurtenances, for which registration process has been duly completed.

Upon transfer of the Unit And Appurtenances, the transferee shall be bound by all the obligations of the original Allottee in relation to the ownership of the Unit And Appurtenances as mentioned in the Agreement or otherwise. Further, all taxes arising out of such transfer shall be borne by the new transferee and the Promoter shall be indemnified by such new transferee for such tax consequences.

15.2 Transmission

In the event of demise of the Allottee prior to the execution of the Conveyance Deed, the right of the Unit And Appurtenances shall devolve upon the nominee or nominees as may be nominated by the Allottee. Further, the nominee will be required to continue timely payment of all installments due with respect to the Unit And Appurtenances and other charges to the Promoter and perform all obligations which had to be otherwise discharged by the Allottee had he not been deceased. Such nominee shall pursuant to the death of the Allottee, be deemed to be the Allottee in relation to the Unit And Appurtenances and all provisions set out herein shall be applicable to such nominee. In the event that such nominee does not adhere to the provisions of the Agreement or fails to pay all requisite amounts, the Promoter shall have the right to cancel such allotment and allot the Unit And Appurtenances to any other entity and the nominee shall not have any right, claim or lien over the Unit And Appurtenances.

However, the rights of the nominee mentioned above will be subject to any order for or declaration of legal heirs of the deceased Allottee by a court of law and the nominee shall be deemed to be holding the Unit And Appurtenances or the refund, as the case may be, in trust for such legal heir declared by the court.

In the event that the Allottee dies without nomination, then the legal heirs of the Allottee will be required to obtain appropriate documents from a court of law subsequent to which the Conveyance Deed will be executed and registered by the Promoter in favour of such

legal heirs. In case of joint Allottees, the Conveyance Deed will not be executed or registered, as the case may be, until such legal document is obtained from court in respect of the Allottee who has expired. For the avoidance of doubt, it is hereby clarified that in the event the legal heirs of the Allottee fail to adhere to the payment obligations as stipulated herein, the Promoter shall have the right at its sole discretion to cancel the allotment.

Any and all cost incurred for effecting such transmission shall be entirely borne by the nominee, along with such charges, as may be fixed by the Promoter, from time to time.

It is clearly understood and so agreed by the Allottee that all the provisions contained herein and the obligations arising hereunder in respect of the Unit And Appurtenances shall equally be applicable to and enforceable against any and all future buyers/ assignees of the Unit And Appurtenances.

Should there be any direction by the Income Tax authority, GST authorities, any other Central or State Government authorities or any court of law restraining the execution of the Conveyance Deed or transfer of possession or any such process, the Promoter shall not be liable for any loss arising to the Allottee for such restraint or delay.

16. DISPUTE RESOLUTION

In the event of any disputes, differences or claims arising between the Parties in connection with this Agreement or the Unit And Appurtenances or regarding interpretation of any of the provisions hereof or anything done or omitted to be done pursuant hereto, the Parties shall first endeavor to amicably settle such disputes, differences or claims, failing which the same shall be referred to a sole arbitrator to be jointly appointed by the Parties. The arbitration proceedings shall be held in Kolkata and conducted in English language and the arbitration will be subject to and governed by the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The cost of the arbitration proceedings shall be borne by the Parties equally, unless otherwise directed by the said sole arbitrator. The decision of the sole arbitrator shall be final and binding upon the Parties. In connection with such arbitration the competent courts at Kolkata will have jurisdiction.

17. MISCELLANEOUS PROVISIONS

17.1 Right to enter the Unit: The Promoter and/ or maintenance agency shall have rights of unrestricted access of all Common Portions for providing necessary maintenance services and the Allottee agrees to permit the Association of Allottees to enter into the Unit And Appurtenances or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

17.2 No Mortgage or creation of Charge: The Promoter shall not mortgage or create a charge on the Unit And Appurtenances and/ or the Building after the Effective Date. In case any such

mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Unit And Appurtenances.

- 17.3 The Allottee has intimated details of the bank account (as mentioned in Schedule F of this Agreement) through which all payments relating to this Agreement shall be made by the Allottee. Any refund to the Allottee shall also be made to the said bank account in the following manner:
- i. In case where the Unit And Appurtenances is mortgaged by the Allottee, entire refund shall be made in favour of the said mortgagee bank;
 - ii. In case where the Unit And Appurtenances is not mortgaged by the Allottee, entire refund shall be made in favour of the first bank account, as provided in the Schedule F of this Agreement.
- 17.4 Enforceability of the Agreement: The Agreement shall not be legally enforceable and binding unless it is complete in all respect, executed by the Owners, Promoter and the Allottee and registered with the concerned registrar's office.
In this regard, the Allottee shall be obligated to signs and delivers the Agreement within 30 (thirty) days from the date of receipt of the Agreement from the Promoter/ Owners. Allottee shall also be obligated to appear before the concerned registrar's office for registration of the Agreement, as intimated by the Promoter. In case of failure by the Allottee, a notice may be served by the Promoter upon the Allottee asking him to rectify the same. In case of failure to rectify the same within 30 (thirty) days of such notice, the allotment of the Unit And Appurtenances may be cancelled by the Promoter 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.
- 17.5 Place of Execution and Registration: The execution of this Agreement shall be completed only upon its execution by the Parties at the Promoter's office, or at some other place mutually agreed among the Parties. After the Agreement is duly executed by the Parties or simultaneously with the execution of the said Agreement, it shall be registered at the office of the Sub-Registrar at [●] [specify the address of the Sub-Registrar]. Hence this Agreement shall be deemed to have been executed at [●].
- 17.6 No Partnership: The instant Agreement has been entered into on a principal-to-principal basis between the Parties. None of the provisions of this Agreement will be deemed to constitute a joint venture, agency, a partnership or principal-agent relationship between the Parties and neither Party by virtue of this Agreement shall have the right, power or authority to represent, act or create any obligation, express or implied, on behalf of the other Party.
- 17.7 Independent Rights: Each of the rights of Parties hereto under instant Agreement are independent, cumulative and without prejudice to all other rights available to them and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of

any other right of Party.

- 17.8 Variation and Amendment: No variation or amendment of this Agreement (including its Schedules and annexure) shall be binding on any Party unless such variation or amendment is in writing and signed by each Party.
- 17.9 Notice: Any notice or communication which may be or is required to be given under this Agreement shall be addressed to the addressee as given in the title to the instant Agreement and shall be in writing and shall be effectively served (i) if delivered personally, upon receipt by the intended Party; (ii) if sent by Registered Post, within 72 (seventy two) hours of being sent. Any Party may change any particulars required for this Clause, by giving notice to the other Parties in the manner aforesaid. It may be noted that in case there are joint or multiple Allottees, all communications shall be sent by the Transferors 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. Further, it shall be the duty of the Parties to inform each other of any change in address subsequent to the execution of this Agreement by Registered Post, failing which all communications and letters posted at the aforementioned address shall be deemed to have been received by the other Parties, as the case may be.
- 17.10 Waiver: No waiver of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the Party waiving such provision. No failure or delay by a Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by a Party of any breach by another Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.
- 17.11 Supersession: This Agreement constitutes the entire understanding between Parties as to its subject-matter and supersedes any previous understanding or agreement on such subject-matter between Parties, whether oral or otherwise.
- 17.12 Severability: If for any reason any court or other authority should determine, rule or decide that any clause or provision contained herein, or any similar clauses or provisions, are improper, unenforceable or violative of any Applicable Laws, then this Agreement shall immediately be deemed amended or modified to exclude such clause or provision and the remainder of the Agreement shall remain in full force and effect.
- 17.13 No Assignment: Neither Party shall be entitled to assign, transfer or novate any of its rights, interests or obligations under this Agreement to any Third Party without obtaining prior written consent of the other Party, which may be withheld in such other Party's sole and absolute discretion. Any assignment in violation of the terms of this Clause by either of the Party shall be a material breach of this Agreement on its part.

- 17.14 No additional construction: The Promoter shall not make any addition or put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.
- 17.15 Further Assurances: The Parties shall do and cause to be done all such acts, matters and things and shall execute and deliver all such documents and instruments as shall be required to enable the Parties to perform their respective obligations under, and to give effect to the transactions contemplated by this Agreement.
- 17.16 Saving: Any application letter, Allotment Letter, agreement, or any other document signed by the Allottee in respect of the Unit And Appurtenances, prior to the execution and registration of this Agreement, shall not be construed to limit the rights and interest of the Allottee under the Agreement or under the Act or the Rules or the regulations made thereunder.
- 17.17 Applicability on subsequent allottee(s): It is clearly understood and so agreed among the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Unit And Appurtenances and the Project shall equally be applicable to and enforceable against and by any subsequent allottees of the Unit And Appurtenances, in case of a transfer, as the said obligations go along with the Unit And Appurtenances for all intents and purposes.
- 17.18 Compliance with laws: It is understood and agreed between the Parties that the Allottee has full knowledge of the laws, notifications and rules applicable to this area in general and the Project in particular. The Allottee will comply with all such relevant and Applicable Laws. In the event that there are any changes in the rights, obligations, interest and/or title of the Allottees due to change of Applicable Laws, the Allottees shall be bound by such changes and shall not hold the Promoter liable on account thereof.
- 17.19 Joint Allottees: If there are more than one allottee for one unit, then all such Allottees will be jointly and/ or severally liable for due compliance and performance of the terms, conditions, covenants and obligations of the Allotment Letter and the Agreement. Not more than 2 (two) applicants can apply jointly for a unit.
- 17.20 Legal and Prior Rights: All rights and remedies of the Promoter under the Agreement and Allotment Letter shall be in addition to all other legal rights and remedies belonging to the Promoter and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies as aforesaid and it is hereby expressly agreed and that the determination of this Agreement for any cause whatsoever shall be without prejudice to any and all rights and claims of the Promoter, which shall or may have accrued prior thereto.

- 17.21 Disclaimer: The Promoter and/or its affiliates, officers, directors, employees, agents, members, servants shall not be liable for any direct, indirect, punitive, incidental or consequential loss, claim, demand or damage suffered by any person due to loss of documents, delay in postal services and/or any eventualities beyond the control of the Promoter and the Allottee shall keep the Promoter and/or its affiliates, officers, directors, employees, agents, members and/or servants saved, harmless and indemnified with regard thereto.
- 17.22 General: The Unit And Appurtenances cannot be further sub-divided by the Allottee. However, amalgamation of units may be allowed subject to a prior written approval from the Promoter and the concerned authorities, if any. No request for any reduction of the Agreed Consideration, on any account whatsoever, shall be entertained by the Promoter. Parties agree that all outgoings payable by the Allottee under this Agreement are firm and non-negotiable.
- 17.23 Counterparts: This Agreement shall be executed in counterparts, each of which when executed and delivered shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

18. GOVERNING LAW AND JURISDICTION

- 18.1 This Agreement shall be governed by and construed in accordance with all applicable laws of India, including the Act and the Rules and regulations made thereunder.
- 18.2 Subject to the provision of Clause 16 above, High Court at Kolkata shall have exclusive jurisdiction in respect of any dispute or matter that may arise out of, in relation to or in connection with this Agreement.

(Project Land)

All that pieces and parcels of undeveloped converted land admeasuring 135.71 decimals (approx.) equivalent to around 82.10 cottahs (approx.) comprised in L.R. Dag Nos. 166, 200, 202, 203, 206 and 804, Mouza - Rupsing within the jurisdiction of Gossanpur Gram Panchayat, Police Station Bagdogra, District Darjeeling, demarcated in colour **Red** on Plan **A** attached hereto and butted and bounded as under:

East by : By land of Bagdogra Realtors Pvt. Ltd., Hillcart Realtors Pvt. Ltd., Gossainpur Real Estate Pvt. Ltd. and 25.7 m Row Road

West by : By land of Bagdogra Realtors Pvt. Ltd., Hillcart Realtors Pvt. Ltd. and Balason Realtors Pvt. Ltd.

North by : By land of Bagdogra Realtors Pvt. Ltd. and 14 m Row Road

South by : By land of Bagdogra Realtors Pvt. Ltd. and Gossainpur Realtors Pvt. Ltd.

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

Unit No. [●] on the **[●]** side of the **[●]** floor of the Building commonly known as “[●]”, having Built Up Area, Carpet Area and Chargeable Area as per the details mentioned below, consisting of [●] bed rooms, [●] toilets, [●] kitchen, having the following demarcated in colour **Green** on Plan **B** attached hereto TOGETHER with Parking Space No. [●] located at [●] of the Building demarcated in colour **Yellow** on Plan **C** attached hereto and Land Share and Share In The Common Portions.

Unit Type	Carpet Area (including balcony) (in Sq. Ft.)	Built Up Area (in Sq. Ft.) (A)	Proportionate Share IN Common Portions (in Sq. Ft.) (B)	Chargeable Area (in Sq. Ft.) (A+B)
[●]	[●]	[●]	[●]	[●]

Part-II**(Schedule of Payment of Agreed Consideration)**

Sl. No.	Stages	Percentage	Amount
1.	At the time booking of the Unit	10%	[●]
2.	On or before execution of this Agreement	25%	[●]
3.	On Completion of Ground Floor Slab	10%	[●]
4.	On Completion of First Floor Slab	5%	[●]

Sl. No.	Stages	Percentage	Amount
5.	On Completion of Second Floor Slab	5%	[●]
6.	On Completion of Third Floor Slab	5%	[●]
7	On Completion of Fourth Floor Slab	5%	[●]
8	On Completion of Fifth Floor Slab	5%	[●]
9	On Completion of Six Floor Slab	5%	[●]
10	On Completion of Seventh Floor Slab	5%	[●]
11.	On Completion of Seventh Floor Terrace Slab	5%	[●]
12.	On Completion of Brickwork	5%	[●]
13.	On Completion of Outside Plaster	3%	[●]
14	On Completion of Inside Plaster	2%	
15.	On Completion of MEP Services and finishes	3%	[●]
16.	On Possession	2%	[●]
Total :		100%	[●]

Part III
(Schedule of Payment of Miscellaneous Deposits and Charges)

Payment Head	Due Date	Amount (INR)
Association Formation Deposit	[●]	[●]
Interim Maintenance Charge	[●]	[●]
Documentation Charge	[●]	[●]
Security Deposit	[●]	[●]
Registration Fee and Stamp Duty for Agreement for Sale	[●]	[●]
Electrical Substation, Generator Set for electrical infrastructure	[●]	[●]
Electrical meter Installation	[●]	At actual, as payable to the concerned Department

**Schedule C
(Common Portions)**

Common Portions including Common Areas, amenities and facilities of the Project shall include the following:

1. Multipurpose Hall
2. All common facilities & services for the Multipurpose Hall
3. Lifts
4. Estate office
5. Common Staircases & Ramps within the Building area
6. All floor Common Lobbies & Corridors
7. Common Toilets
8. Roof Area open to sky
9. Fire Refuge Platforms
10. All services Shafts & Ducts
11. Internal Driveway excluding shared roads
12. All Tanks, Reservoirs & Pits other than shared infrastructure
13. Pump Rooms within area of the Building
14. Open to sky DG space
15. Water Treatment Plant Area
16. All other Rooms & Areas for common services & facilities like Meter/Electrical Rooms, Utility Rooms, Store Rooms, Staff Room, Security Room etc.
17. All equipment, machineries & Pipe line installations for common use including those on shared cost basis.

**Schedule D
(Covenants)**

A. Allottee's Covenants:

1. **Allottee Aware of and Satisfied with Building and Construction:** The Allottee admits and accepts that the Allottee, upon full satisfaction and with complete knowledge of the Common Portions, specifications and all other ancillary matters, is entering into this Agreement. The Allottee has examined and is acquainted with the Building to the extent already constructed and to be further constructed and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Building and the Project Land save and except the Unit And Appurtenances.
2. **Allottee to pay Municipal Taxes and Maintenance Charges:** The Allottee hereby admits and accepts that the Allottee shall pay municipal taxes for the Unit And Appurtenances, from the Date of Possession until the Unit And Appurtenances is separately mutated in

favour of the Allottee, on the basis of the bills to be raised by the Promoter, such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee also admits and accepts that the Allottee shall have mutation completed at the earliest.

The Allottee further admits and accepts that the Allottee shall pay proportionate share of the common expenses/maintenance charges of the Building as specified by the Promoter and/ or Association of Allottees, on the basis of the bills as raised by the Promoter and/ or Association of Allottees, without claiming any deduction or abatement in any manner or on any account, from the Date of Possession.

3. **Electrical load distribution:** The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Allottees and/or maintenance agency appointed by the said Association.
4. **Charge/Lien:** The Allottee admits and accepts that the Promoter shall have the first charge and/or lien over the Unit And Appurtenances for all amounts remaining outstanding from the Allottee. Further, in case finance has been obtained by the Allottee, from any financing body, against charge created on the Unit And Appurtenances, the Promoter shall have a *pari passu* charge on the Unit And Appurtenances along with the said financing body, until the entire Agreed Consideration, Miscellaneous Deposits and Charges as stipulated in Part II and Part III of the **Schedule B** above, any other dues, deposits, charges, modified taxes, if any, are paid by the Allottee.
5. **No Rights of or Obstruction by Allottee:** The Allottee admits and accepts that all open areas in the Project including all open car parking spaces, save and except Parking Space, which are not required for ingress and egress from and to the Unit, do not form part of Share In The Common Portions in terms of this Agreement and the Transferors shall have absolute right to sell, transfer and/or otherwise dispose off the same or any part thereof. The Allottee also admits and accepts that the Transferors are entitled to construct further storeys on and above the roof of the top floor of the Building and the Allottee shall not obstruct or object to the same. However, in the event the Transferors construct any further storeys on and above the roof of the top floor of the Building, then such newly constructed area shall also be managed and operated by the Promoter. The Allottee admits and accepts that the Transferors and/or its employees and/or agents and/or contractors shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes as may become necessary for making such further construction and the Allottee shall not raise any objection in any manner whatsoever with regard thereto.
6. **Variation of Share on Further Construction:** The Allottee admits and accepts that in the event of such further construction, the Land Share and the proportionate share of the Unit shall stand altered and/or modified accordingly.
7. **Obligations of the Allottee:** On and from the Date of Possession, the Allottee shall:

- 7.1 Use the Unit only as an apartment for residential purposes. Under no circumstances the Allottee shall use the Unit for any other purpose.
- 7.2 Subject to Clause 7.15 above, be solely responsible to maintain the Unit And Appurtenances 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 Unit And Appurtenances, or the staircase, lifts, common passages, corridors, circulation areas, atrium, compound or any part of the Common Portions, which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit And Appurtenances and keep the same along with its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable condition, 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.
- 7.3 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 Portions. The Allottee shall also not change the colour scheme of the outer walls of the Building and/ or the Project or painting of the exterior side of the windows or carry out any alteration or modification in the exterior elevation or design. Further the Allottee shall not store any goods, articles or things (including but not limited to hazardous or combustible goods etc.) in the Unit or Common Portions or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Unit and/ or Building.
- 7.4 Not to alter, modify or in any manner change the structure or any civil construction of the Building which may affect or endanger the structural stability of the Building.
- 7.5 Not to change/alter/modify the name of the Building, which has been given by the Transferors.
- 7.6 Not to use the Unit or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Building and/or the Project Land and/or the neighboring properties.
- 7.7 Not to construct any structure of permanent nature in the Common Portions unless such structure is required for effective maintenance of the Building or as may be mutually agreed between the Association of Allottees and the Promoter.
- 7.8 Not to obstruct the Promoter in its acts, relating to the Common Portions and other constructions in the Building and/or the Project Land and selling or granting rights to any person on any part of the Building and/or the Project land (excepting the Unit).

- 7.9 Notwithstanding anything contained in this Agreement, it is clarified that the Allottee has accepted the scheme of the Promoter to construct the Building comprising of exclusively [●] ([●]) or thereabout self-contained units including the Unit herein.
- 7.10 It is further clarified that the Allottee shall not have any right to raise any dispute or make any claim with regard to the Transferors either constructing or not constructing any portions of the Building and/or the Project Land other than the Unit And Appurtenances. The Allottee has interest only in and upon the Unit And Appurtenances. However and only upon the Promoter constructing the balance portions of the Building, the Allottee shall acquire interest in such of the Common Portions as may be comprised in the balance portions of the Building which may be constructed by the Promoter for common use and enjoyment of all the unit owners of the Building. The rights and obligations of the Allottee with regard to the use of the said Common Portions shall be such as may be framed by the Promoter.
- 7.11 Allottee shall be responsible as member of the Association of Allottees to ensure that maintenance of the Project is carried out in the same manner as prescribed by the Promoter at the time of hand over of such maintenance to the Association of Allottees as specified in this Agreement.
8. The Allottee shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid covenants.

B. Transferors' Covenants:

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

(Specifications)**(Manner of construction of the Unit)**

Particulars	Specifications
Structure	Earthquake Resistant RCC Framed Structure
Elevation	Skilled & quality craftsmanship, commensurate with quality Standards of Luxmi Group
Flooring	Bed Room, Drawing Room, Dining : Vitrified Tiles of Johnson or equivalent Toilet, Kitchen & Balcony : Anti Skid Ceramic Tiles of Johnson or equivalent
Walls Finish	Internal : Wall putty of standard Brand External : painted in combination of colours commensurate with Design
Kitchenette	Caddapa Stone top with Stainless Steel Sink, all kitchen have been modified to be open kitchen without doors Walls : Ceramic Tiles of Johnson or equivalent upto 2 feet above counter
Toilets	Fittings : C.P. fittings of Johnson or equivalent with hot and cold lines Sanitary : Sanitary-ware & E.W.C. of Johnson or equivalent brands of white/colour as per design.
Doors	Frames : Wooden Frames Shutters : Membrane Design Door for main door and flush door for Bed Room and toilet.
Windows	Anodized Aluminium/UPVC framed window with Glass Panel
Electrical	Concealed wiring with fire resistant ISI grade cooper/ aluminium conductors having provision for adequate points. TV and Telephone Sockets in drawing room. AC Points in master bed rooms. Protective M.C.B. elegant modular switches
Lifts	Lifts of OTIS (or equivalent made) 4 nos. (two each of 8 passengers and 6 passengers capacity) for common use of members, as per availability/approved plans.

Schedule F**(Schedule of Bank Account Details of the Allottee)**

[●]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on the date

and year first hereinabove written at Kolkata/ [●].

<p>SIGNED AND DELIVERED by the Owners in the presence of:</p> <p>Signature:</p> <p>Name:</p>	<p>For [●]</p> <hr/> <p>Authorised Signatory/Director</p> <p>For [●]</p> <hr/> <p>Authorised Signatory/Director</p>
<p>SIGNED AND DELIVERED by the Promoter in the presence of:</p> <p>Signature:</p> <p>Name:</p> <p>SIGNED AND DELIVERED by the Allottee in the presence of:</p> <p>Signature:</p> <p>Name:</p>	<p>For Uttora Chrysanthemum Residency LLP</p> <hr/> <p>Designated Partner</p>

Received from the within named Purchaser the said sum of **INR [●] (Indian Rupees [●])** only

towards part payment of the Agreed Consideration of the Unit And Appurtenances, in the manner as follows:

MEMO OF CONSIDERATION

Cheque /RTGS/NEFT No.	Date	Drawn on	Favouring	Amount (INR)
[•]	[•]	[•]	[•]	[•]
[•]	[•]	[•]	[•]	[•]
			Total	[•]

For **Uttora Chrysanthemum Residency LLP**

Designated Partner