

Agreement for Sale

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

BY AND BETWEEN

Luxmi Portfolio Limited (CIN: U01405WB2008PLC126077), a company incorporated under the provisions of the Companies Act, 1956, 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 700001 (PAN: AABCL4737H, 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 executors, administrators, successor-in-interest, and permitted assigns) of the **FIRST PART**;

AND

(1) **GOSSAINPUR REAL ESTATE PRIVATE LIMITED (PAN – AACCG9288M)**, a company incorporated under the Companies Act, 1956, Registered office at 81, Raja Basanta Roy Road, Kolkata – 700029, (2) **BAGDOGRA REALTORS PRIVATE LIMITED (PAN – AAECB2021R)**, a company incorporated under the Companies Act, 1956, Registered office at 51D Gariahat Road, Flat No. 307, Kolkata – 700019, (3) **BALASON REALTORS PRIVATE LIMITED (PAN – AAECB2020Q)**, a company incorporated under the Companies Act, 1956, Registered office at 81, Raja Basanta Roy Road, Kolkata – 700029, (4) **HILLCART REALTORS PRIVATE LIMITED (PAN – AACCH4635H)**, a company incorporated under the Companies Act, 1956, Registered office at 27A Raipu Road, Mondal Para, Kolkata – 700047, (5) **WINDSTAR REALTORS PRIVATE LIMITED (PAN – AACBW1111E)**, a company incorporated under the Companies Act, 1956, Registered office at Kishore Bhawan, 17 R. N. Mukherjee Road, Kolkata – 700001, and (6) **RUPSING REALTORS PRIVATE LIMITED (PAN – AADCR7129R)**, a company incorporated under the Companies Act, 1956, Registered office at Bengal Intelligent park, Ground

Floor, beta building, Block – EP&GP, Sector – V, Electronics Complex, Kolkata – 700091, **represented by its/their duly constituted attorney – LUXMI PORTFOLIO LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at Kishore Bhawan, 17 R.N. Mukherjee Road, Kolkata- 700001 , by virtue of registered power of attorneys (collectively referred to as “**Land Owner(s)**”), represented by its **authorized signatory Mr. DIPANKAR DHAR**, son of Late Nalini Kanta Dhar, (which expression shall unless excluded by the context or meaning thereof, be deemed to mean and include its executors, administrators, 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**”.

DEFINITIONS:

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

- a) “**Act**” means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- b) “**Authority**” shall mean the West Bengal Housing Industry Regulatory Authority constituted under the provisions of West Bengal Housing Industry Regulation Act, 2017;
- c) “**Rules**” means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- d) “**Regulations**” means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017’
- e) “**section**” means a section of the Act.

WHEREAS

- A. The Land Owner(s) are the absolute and lawful owners of land admeasuring approximately 114.4 (one hundred fourteen point four) acres comprised in Mouza Rupsing and 10.33 (ten point three three) acres after segregation of 5.67 acres for which there are some disputes and specifically excluded in the Master Plan approved comprised in Mouza Bairatisal, total admeasuring 124.73 (one hundred and twenty-four point seventy three) acres, P.S. Matigara / Naxalbari district Darjeeling (“**Said Mother Land**”).

Out of the Said Mother Land, (i) land admeasuring 19,354.52 square metres comprised in L.R. Dag Nos. 166, 168, 184, 186, 187, 188, 190, 191, 192, 193, 194, 195, 196, 197, 199, 202, 203, 204, 205, 216, 219, 222, 223, 227, 229, 230, 232, 242, 243, 246, 247, 248, 249, 250, 251, 271, 273, 274, 282, 283, 300, 303, 304 and 305, comprised in Mouza Rupsing; and (ii) land admeasuring 1410.40 square metres comprised in L.R. Dag Nos. 43, 44, 45, 46, 47, 48 and 49 comprised in Mouza Bairatisal, total land admeasuring 20764.92 square metres, within the jurisdiction of Gossainpur Gram Panchayat, Police Station Bagdogra, District Darjeeling, has been earmarked for this Project (as defined below) and more particularly described in **Schedule 1** hereunder written (“**Said Land**”).

The Land Owner(s) and the Promoter have entered into Development Agreement(s) as per the details below (“**Development Agreement(s)**”), whereby the Land Owner(s) have granted the exclusive right of development in respect of the Said Land unto and in favour of the Promoter:

Sl. No.	Land Owners	Date	Registration Details	Area (in decimals)	Land Details
1.	Bagdogra Realtors Pvt Ltd	27.11.2013	Office of the A.R.A III, Kolkata, in Book No. 1, Volume No. 10, Pages 6217 to 6261, having Deed No. I-05225 of 2013	2404.30	JL No. 95, L.R. Khatian No. 1138, Mouza Rupsing, Police Station Naxalbari, District Darjeeling
2	Balason Realtors Pvt Ltd	27.11.2013	Office of the A.R.A III, Kolkata, in Book No. 1, Volume No. 10, Pages 6317 to 6362, having Deed No. I-05224 of 2013	2111.45	JL No. 95, L.R. Khatian No. 1164, Mouza Rupsing, Police Station Naxalbari, District Darjeeling And JL No. 70, L.R. Khatian No. 6153, Mouza Bairatisal, Police Station Matigara, District Darjeeling
3	Gossainpur Real Estate Pvt Ltd	27.11.2013	Office of the A.R.A III, Kolkata, in Book No. 1, Volume No. 10, Pages 6171 to 6216, having Deed No. I-05223 of 2013	2368.00	JL No. 95, L.R. Khatian No. 960, Mouza Rupsing, Police Station Naxalbari, District Darjeeling
4	Hillcart Realtors Pvt Ltd	29.11.2013	Office of the A.R.A III, Kolkata, in Book No. 1, Volume No. 10, Pages 6128 to 6170, having Deed No. I-05222 of 2013	2284.00	JL No. 95, L.R. Khatian No. 1115, Mouza Rupsing, Police Station Naxalbari, District Darjeeling
5.	Rupsing Realtors Pvt Ltd	04.01.2014	Office of the A.R.A III, Kolkata, in Book No. 1,	2403.00	JL No. 95, L.R. Khatian No. 933, Mouza Rupsing,

Sl. No.	Land Owners	Date	Registration Details	Area (in decimals)	Land Details
			Volume No. 10, Pages 344 to 387, having Deed No. I-00016 of 2014		Police Station Naxalbari, District Darjeeling And JL No. 70, L.R. Khatian No. 2602, Mouza Bairatisal, Police Station Matigara, District Darjeeling
6.	Windstar Realtors Pvt Ltd	29.11.2013	Office of the A.R.A III, Kolkata, in Book No. 1, Volume No. 10, Pages 6273 to 6316, having Deed No. I-05226 of 2013	1470.10	JL No. 95, L.R. Khatian No. 1283, Mouza Rupsing, Police Station Naxalbari, District Darjeeling And JL No. 70, L.R. Khatian No. 6154, Mouza Bairatisal, Police Station Matigara, District Darjeeling

- B. The Said Land is earmarked for the purpose of plotted development of a residential project, comprising plots and the said project shall be known as “Uttora Phase E2” (“**Project**”).
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land and on which Project is to be developed have been completed;
- D. The Naxalbari Panchayat Samity and Matigara Panchayat Samity has approved the plan for development of the Project on the Said Land on 29.01.2019 vide sanction bearing no. 94/Plan/NPS and on 26.02.2019 vide sanction bearing no. 2820/MPS/Planning respectively (hereinafter referred to as the said PLAN). Thereafter, the Promoter, on behalf of the Land Owner(s), have duly submitted the intimation for commencement of development work on Said Land to the Naxalbari Panchayat Samity on 29 July 2019 which was also received by the said Naxalbari Panchayat Samity on 29 July 2019;

- E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for plots, as the case may be from the Naxalbari Panchayat Samity and Matigara Panchayat Samity as applicable. The Promoter agrees and undertakes that it shall not make any changes in these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F. The Promoter has registered the Project under the provisions of the Act (as defined hereinafter) with the West Bengal Housing Industry Regulatory Authority at Kolkata on [●] under Registration No. [●];
- G. The Allottee had applied for a plot in the Project *vide* Application No. [●] dated [●] and has been allotted Plot No. [●] having area of [●] Cottah, as permissible under the Applicable Laws and of *pro rata* share in the right to use the common areas (“**Common Areas**”) as defined under Section 2(m) of the Act and further details in **Part A of Schedule 4** hereinbelow (hereinafter referred to as the “**Plot**”) and as more fully and particularly described in the **Schedule 2** written hereunder;
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, modifications, etc., applicable to the Project;
- J. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all Applicable Laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- K. In acceptance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Plot as specified in recital G above.

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

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Land Owner(s) and the Promoter agree to sell to the Allottee and the Allottee hereby agrees to purchase, the Plot as specified in recital G.
- 1.2 The Total Price for the Plot based on the land area is Rs. [●] (Rupees [●] only) (“**Total Price**”)

The details of the Total Price for the Plot are as below:

Plot Number:		Plot Type:		Area:	
Rate per Cottah:	[●]	Total Plot Value:		[●]	[●]
***Electrical Input Charge:	[●]	***Water Input Charge:	[●]	Taxes (As applicable on the date of this Agreement):	[●]
Total Price (in INR): [●] (Indian Rupees [●]) only.					

Explanations:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Plot;
- (ii) The Total Price 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 the date of handing over of possession of the Plot to the Allottee in case of the Plot, and up to the date of handing over the Project to the association of allottees or appropriate agency for maintenance of the same irrespective of whether the same is part of this Project or not, after due completion of the development works. The Taxes are calculated at the rate applicable as on the date of this Agreement. However, in case of any change in the rate of taxes at the time of payment, such revised amount shall be payable by the Allottee;

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion, which shall include the extension of registration, if any, or payment of dues by the Allottee, the same shall not be charged from the Allottee.
- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amounts payable as stated in the Payment Plan (as defined hereinbelow) and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ levies etc. have been imposed or become effective;
- (iv) The Total Price includes recovery of price of the land, development of the Plot and the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Plot, maintenance charges etc., and includes cost for providing all other facilities, amenities and specifications to be provided within the Plot and the Project.

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/ or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, 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 scheduled date of completion of the Project as per registration with the Authority, which shall also include extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.
- 1.4 The Allottee shall make the payment as per the payment plan set out in **Schedule 3** (“**Payment Plan**”).
- 1.5 Over and above the Total Price (as defined in Clause 1.2 above), the Allottee shall be liable to make payment of Club Membership charges, Restoration Charges, Interim Maintenance charges, Documentation charges, Society Formation Deposit, Maintenance Security Deposit, Registration/Stamp Duty (collectively referred as “Extra Charges and Deposits”) as stated in the Payment Plan as per **Schedule 3** hereinbelow and the Allottee shall make payment of the same together with the applicable taxes, as demanded by the Promoter within the time and in the manner specified therein.
- 1.6 It is agreed that the Promoter shall not make any additional and alterations in the sanctioned plans, layout plan and specifications described herein at **Schedule 4** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Plot, 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, upon payment of applicable charges for such addition or alteration by the Allottee.

- 1.7 Subject to Clause 9.3 below, the Promoter agrees and acknowledges, that the Allottee shall have the right to the Plot as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Plot;
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff, etc, without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the association of allottees after duly completing the development of the Project on the Said Land as per the terms of this Agreement. It is clarified further such undivided share of land cannot be used under any circumstances for any commercial purpose other than those approved by the promoter on the request of all allottees jointly;

- (iii) That the computation of the price of the Plot includes recovery of price of land, development of the Plot and the Common Areas, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Plot, maintenance charges etc., and includes cost for providing all other facilities, amenities and specifications to be provided within the Project;
- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Plot, as the case may be.

1.8 It is agreed that the Project is an independent, self-contained Project covering the Said Land and is not a part of any other project or zone and shall not form a part of and/or linked combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.9 The Promoter agrees to pay all outgoing before transferring the physical possession of the plots to the allottees, which it has collected from the allottees, for the payment of outgoings (including land cost, ground rent, local taxes, charges for water and 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). However, the Promoter shall not be liable for any retrospective changes of any such charge which has not been collected from the Allottee at the time of allotment. If the Promoter fails to pay all or any of the outgoings collected by it from the allottees or any liability, before transferring the plots 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 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.

1.10 The Allottee has paid a sum of Rs. [●] (Rupees [●] only) as booking amount being part payment towards the Total Price of the Plot 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 Plot as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein. Provided that and subject to Clause 9.3 of this Agreement, if the Allottee delay in payment towards any amount which is payable, he shall be liable to pay interest at the rate equivalent to Prime Lending Rate of the State Bank of India (as applicable on such date) plus 2% p.a..

1.11 Since some of the utilities/amenities are linked to the occupancy of the Plot for building residential property, it is presumed that the Allottee shall construct house/ building on the Plot for residential purpose within 3 (three) years from the date of conveyance deed. In case of failure by the Allottee to do the same, the Promoter reserves the right to charge a service charge of INR [●] per cottah/ decimal for maintenance of the Plot.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c payee local cheque/ pay order/ demand

draft/RTGS/NEFT/ Swift transfer (as applicable), exclusively from the bank account whose details have already been provided by the Allottee together with the Application Form for the allotment of the Plot, in favour of Luxmi Portfolio Limited, Punjab National Bank, Hill Cart Road Branch, Account No: 0444002100031119, IFSC Code: PUNB0044400.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made 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.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in Clause 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the Applicable Laws. The Promoter shall not be responsible towards any third-party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the allotment of the said Plot applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

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

6. DEVELOPMENT OF THE PROJECT

The Allottee has seen the sanctioned Plan, amenities and facilities of the Project and accepted the Payment Plan and the amenities and facilities which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said Plans, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to

strictly abide by such Plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by 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. POSSESSION OF THE PLOT

7.1 Schedule for possession of the said Plot – The Promoter agrees and understands that timely delivery of possession of the Plot to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Plot along with ready and complete Common Areas with all amenities and facilities of the Project in place on or before 31 March 2025, unless there is delay or failure due to war, flood, drought, fire cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Project (“**Force Majeure**”). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Plot.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 (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.

7.2 Procedure for taking possession – The Promoter, upon due completion of the development of the Plot as per the terms of this Agreement, shall offer in writing the possession of the Plot, to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issuance of the said intimation. Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be executed by the Promoter and the Allottee within 3 (three) months from the date of handing over of the ready and complete possession of the Plot. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be.

7.3 Failure of Allottee to take Possession of Plot – Upon receiving a written intimation from the Promoter as per Clause 7.2 above, the Allottee shall take possession of the Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Plot to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in Clause 7.2.

- 7.4 **Possession by the Allottee** – After due completion of the development of the Plot as per the terms of this Agreement and handing over physical possession of the Plot to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the association of Allottee or the competent authority, as the case may be, as per the local laws;

Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within 30 (thirty) days after handing over of the ready and complete possession of the Plot.

- 7.5 **Cancellation by Allottee** - The Allottee shall have the right to cancel this Agreement and withdraw his allotment in the Project as provided in the Act. Provided that where the Allottee proposes to cancel/ withdraw from the Project without any fault of the Promoter, the Promoter 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.

- 7.6 **Compensation** - The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the Said Land, on which the Project is being developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Plot in favour of the Allottee (i) in accordance with the terms of this Agreement; or (ii) due to discontinuance of the Promoter's business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand, to the Allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the Plot, with interest at the rate equivalent to Prime Lending Rate of the State Bank of India (as applicable on such date) plus 2% p.a. within 45 (forty five) days of it becoming due;

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate equivalent to Prime Lending Rate of the State Bank of India (as applicable on such date) plus 2% p.a. for every month of delay, till the handing over of the possession of the Plot which shall be paid by the Promoter to the Allottee within 45 (forty five) days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES

- 8.1 The Promoter and the Land Owner(s) hereby represent and warrant to the Allottee as follows:
- a. The Land Owner(s) have absolute, clear and marketable title of the Said Land and the Promoter has the requisite rights to carry out development upon the Said Land and absolute, actual, physical and legal possession of the Said Land for the Project;
 - b. The Promoter has the requisite rights and lawful approvals from competent authorities to carry out development of the Project;

- c. There are no encumbrances upon the Said Land or the Project;
- d. There are no litigations pending before any court of law or Authority with respect to the Said Land, Project or the Plot;
- e. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Land and the Plot 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, Said Land, Plot and Common Areas;
- f. The Promoter and the Land Owner(s) have the right to enter into this Agreement and have 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;
- g. Neither the Promoter, nor the Land Owner(s) have entered into any agreement for sale or any other agreement/ arrangement with any person or party with respect to the said Plot which will, in any manner, affect the rights of Allottee under this Agreement;
- h. The Promoter and the Land Owner(s) confirm that they are not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement;
- i. At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Plot to the Allottee and the Common Areas to the association of allottees or the competent authority, as the case may be;
- j. The Said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Land;
- k. The Promoter and/ or the Land Owner(s) 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 handing over peaceful and vacant possession of the Plot to the Allottee; and
- l. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter or the Land Owner(s) in respect of the Said Land and/or the Project.

The representations and warranties of the Allottee is detailed in **Schedule 5** below.

9. EVENTS OF DEFAULT AND CONSEQUENCES

- 9.1 Subject to any Force Majeure event, the Promoter shall be considered to be in default, in the following events:
 - 9.1.1. The Promoter fails to provide possession of the usable Plot to the Allottee within the time period mentioned in Clause 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause, 'usable' shall mean that the Plot shall be in a usable condition which is developed in all respects including the provision of all amenities and facilities, as agreed to among the Parties;

- 9.1.2. Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or regulations made thereunder or the Promoter being declared insolvent by any statutory authority under Applicable Laws;
- 9.2 In case of default by Promoter as specified in Clause 9.1 above, Allottee shall be entitled to the following:
- 9.2.1 Stop making further payments to the Promoter as demanded by the Promoter unless the Promoter cures the situation by completing the development milestones and only thereafter the Allottee be required to make the further payments without any interest; or
- 9.2.2 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 Plot, along with interest at the rate equivalent to Prime Lending Rate of the State Bank of India (as applicable on such date) plus 2% p.a. within 45 (forty-five) days of receiving the termination notice.
Provided that where 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% p.a. for every month of delay till the handing over of the possession of the Plot, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due; or
- 9.2.3 The Allottee shall have the option to receive an alternative plot with similar details forming part of the Project, as may be offered by the Promoter, subject to adjustment in the Total Price, if any.
- 9.3 The Allottee shall be considered under a condition of default, on the occurrence of the following events and the consequences of the same shall be as below:
- 9.3.1 in case the Allottee fails to make payment for consecutive demands made by the Promoter as per the Payment Plan within the due date, despite having been issued notice in that regard, 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% p.a. on the unpaid amount as per the Payment Plan within 45 (forty-five) days of such due date alongwith such unpaid amount, to the Promoter.
- 9.3.2 In case such failure to pay on the part of the Allottee continues for a period of 45 (forty-five) days, the Promoter may at their sole discretion cancel the allotment of the Plot by giving a written notice of 30 (thirty) days to the Allottee, and refund the amount paid to the Promoter by the Allottee, after deducting the booking amount being INR [●] (Indian Rupees [●]) only and the interest liabilities on the unpaid amount till such date. In the event of such cancellation, the Allottee will have no right, title, lien, claim or demand whatsoever in respect of the Plot. This Agreement shall thereupon stand terminated.

In this regard, refund by the Promoter shall be considered to be complete when such refund is made to the account of the first/sole Allottee, as per the bank details provided by the Allottee along with the application form for the allotment of the Plot.

10. CONVEYANCE OF THE SAID PLOT

The Promoter, on receipt of Total Price together with the Extras and Deposits relating to the Plot as per the Payment Plan as detailed in Schedule 3 of this Agreement, from the Allottee, shall execute a conveyance deed and convey the title of the Plot together with proportionate indivisible share in the Common Areas within 3 (three) months from the date of handing over of the ready and complete possession of the Plot, to the Allottee:

Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 (three) months from the date of handing over of the ready and complete possession of the Plot, to the Allottee. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE SAID PLOT/PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of allottees upon handing over of the ready and complete possession of the plots to the allottees. The cost of such maintenance has been included in the Total Price of the Plot.

12. DEFECT LIABILITY

The Allottee may within a period of 5 (five) years from the Date of Possession, bring to the notice of the Promoter any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement, by way of a written notice served to the Promoter. The Promoter shall be liable to rectify the same without further charge, within 30 (thirty) days of such notice. 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.

13. RIGHT TO ENTER THE PLOT FOR REPAIRS

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

14. USAGE:

Use of Service Areas: The service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks etc. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE PLOT

- 15.1 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Plot at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Project or the Plot or the Common Areas which may be in violation of any laws or rules of any authority or change or alter or make additions to the Plot and keep the same in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the no part of the Project is, in any way damaged or jeopardized.
- 15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on anywhere on the exterior of the Project or Common Areas. The Allottees shall also not carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Plot.
- 15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

In addition to the above and in consideration of the nature of the Project, the representations and warranties ("**Representations of the Allottee**") and covenants of the Allottee ("**Covenants of the Allottee**"), as mentioned in **Schedule 5** below shall perpetually run with the land. The Allottee agrees, accepts and confirms that the same shall bind him and his successors-in-title or interest and this Agreement is based on the undertaking that the Allottee's Covenants shall be strictly performed by the Allottee. 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.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

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

17. ADDITIONAL CONSTRUCTIONS

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

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

The Promoter shall not mortgage or create a charge on the Plot after the date of this Agreement. 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 Plot.

19. APARTMENT OWNERSHIP ACT

Since only land is being agreed to be sold, the Promoter affirms that the Project is not within the scope of the West Bengal Apartment Ownership Act, 1972.

20. BINDING EFFECT

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

21. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Plot.

22. RIGHT TO AMEND

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

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

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

24. WAIVER NOT A LIMITATION TO ENFORCE

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

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

25. SEVERABILITY

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

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

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

27. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transactions contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. PLACE OF EXECUTION

The execution of this Agreement shall be completed only upon its execution by the Parties at the Promoter's office, or at some other place mutually agreed among the Parties. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement, the same shall be registered at the office of the Sub-Registrar at [●]. Hence this Agreement shall be deemed to have been executed at [●].

29. NOTICE

Any notice or communication which may be or is required to be given under this Agreement shall be addressed to the addressee as given in the title to the instant Agreement and shall be in writing and shall be effectively served (i) if delivered personally, upon receipt by the intended Party; (ii) if sent by speed post with acknowledgment due card, within 72 (seventy two) hours of being sent. Any Party may change any particulars required for this clause, by giving notice to the other Parties in the manner aforesaid. It may be noted that in case there are joint or multiple Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him, which shall for all intents and purposes, be considered to be properly served on all the Allottees.

The Allottee must quote the Plot number as indicated in the Allotment Letter in all future correspondence.

30. JOINT ALLOTTEES

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

31. SAVINGS

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

32. GOVERNING LAW AND JURISDICTION

All the rights and obligations of the Parties hereunder or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and regulations made thereunder. This Agreement shall be governed by and construed in accordance with the laws of India.

33. DISPUTE RESOLUTION

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

SCHEDULE 1**(Said Land)**

ALL THAT piece or parcel of land admeasuring 19,354.52 square metres comprised in L.R. Dag Nos. 166, 168, 184, 186, 187, 188, 190, 191, 192, 193, 194, 195, 196, 197, 199, 202, 203, 204, 205, 216, 219, 222, 223, 227, 229, 230, 232, 242, 243, 246, 247, 248, 249, 250, 251, 271, 273, 274, 282, 283, 300, 303, 304 and 305, comprised in Mouza Rupsing and land admeasuring 1410.40 square metres comprised in L.R. Dag Nos. 43, 44, 45, 46, 47, 48 and 49 comprised in Mouza Bairatishal, total land admeasuring 20764.92 square metres, within the jurisdiction of Gossainpur Gram Panchayat, Police Station Bagdogra, District Darjeeling, demarcated in colour **Red** on Plan **A** attached hereto and butted and bounded as under:

ON THE NORTH : [●]
ON THE SOUTH : [●]
ON THE EAST : [●]
ON THE WEST : [●]

SCHEDULE 2**(Description of the Plot)**

ALL THAT piece or parcel of a Plot, being UTTORA Plot No. [●] measuring an area of more or less [●] Cottah, comprised in L.R. Dag Nos. [●], under Mouza – Rupsing/ Bairatishal, J.L. No. 95, within the jurisdiction of Gossainpur Gram Panchayat, Police Station Bagdogra, District Darjeeling, demarcated in colour **Yellow** on Plan **B** attached hereto and butted and bounded as under:

ON THE NORTH : [●]
ON THE SOUTH : [●]
ON THE EAST : [●]
ON THE WEST : [●]

SCHEDULE 3

(Payment Plan)

Total Price

Payment Head	Due date	Amount (Rupees)	Status
APPLICATION AMOUNT			
ALLOTMENT AMOUNT – DOWN/INSTALLMENT			
*** ELECTRICAL INPUT	At Cost at the time of Actual Possession Taken. The value to be notified periodically by the company		
*** WATER INPUT	At Cost at the time of Actual Possession Taken. The value to be notified periodically by the company.		

Extras and Deposits

Payment Head	Due date	Amount (Rupees)	Status
* CLUB MEMBERSHIP	One time Membership fees of Rs 1.25 lakhs. This is non-refundable / non-adjustable.		
* RESTORATION CHARGE	@Rs.2000.00 per cottah upto 2 years from actual or deemed possession date whichever is earlier, rounded to nearest Rs 100.		
** SOCIETY FORMATION DEPOSIT	Actual cost of Society Formation will be considered. The amount taken as Deposit shall be adjusted towards such cost. The balance if any to be refunded to Maintenance Association.		
* INTERIM MAINTENANCE	To be paid for period upto 31/03/2020 from the date of Possession (deemed or actual whichever is earlier) @ Rs 2300.00 per cottah		
* DOCUMENTATION	1% of the Value of Plot or Rs 25000 whichever is higher.		
** SECURITY DEPOSIT	@ 2 Years Maintenance Charge as per applicable rate. Can be adjusted at the discretion of the Company against any unpaid charges else refunded to Maintenance Association.		
REGISTRATION /STAMP DUTY	As actual, to be paid to GOVT. Authority		

- * GST Applicable as on date, but will depend on Government notification time to time
- ** GST Not Applicable as on date but will depend on Government notification time to time
- *** Cost shall be declared by the management based on Quotations obtained by the Company in consultation with appropriate authority and periodically notified.

SCHEDULE 4**(Common Areas and facilities forming part of the Project)**

The following shall be the common portions, facilities and amenities of the Project:

1. **Open Space:** All green spaces with all trees, bushes, shrubs, flower beds etc. together with all areas forming an integral part of the Uttora Complex, which are open to sky and not specifically marked saleable in the Master Plan. Also does not include land earmarked specifically for any group/bulk project in the Master Plan. Exclude green area assigned to club and allied service .
2. **Internal Roads:** Metalled roads, finished with carpet and seal - coat cover W.B.M. including pathways (brick/concrete) paving stones, if any.
3. **Sewerage and storm water drains :** Underground sewerage network to discharge toilet waste with manholes as and where provided.
4. **Water Supply Network:** Pipe lines laid under ground to raise water from the semi-underground reservoir to roof top tanks including non potable water to be used for toilets, flush, gardening, car wash etc. as and where provided.
5. **Deep Tubewells :** Deep tubewells laid underground together with pumps and other equipments.
6. **Boundary Wall/Fence :** Common boundary walls / fencing or any other similar constructions on the open bordering areas where applicable.
7. **Pump House:** Pump house with doors, collapsible gate, lock with keys, G.M. sluice valves, C.I. Sluice valve(s), gate valve(s), etc. and centrifugal pump(s)/ submersible pumps, if any, and other equipments. These may be shared service with other phase of the project completed earlier or to be completed in future.
8. **Fire Fighting System:** Underground/overhead fire fighting network with brass and other fittings.
9. **Power Sub-station rooms:** All power Sub-station rooms given to the power supply utility agency on rent excluding all the machinery, transformers, etc., which shall be the exclusive properties of such agency.
10. **Street Lights:** All street light posts together with the electrical fittings and fixtures.
11. **Garbage disposal:** Garbage disposal vats to be created within this full project area within or outside this phase and shall be available for use by all residents of the project including allottees of this phase

The common areas are for use as their assigned and in no way conveys any absolute right to any individuals or group of individuals for any other purposes including commercial exploitation of the same in any other form unless agreed to in writing by the Promoter.

The areas, spaces and amenities excluded out of common areas:

1. Club premises along with open spaces adjacent thereat.
2. Shopping areas and open spaces adjacent thereat.

3. Club / Community area and adjacent open areas in other gated complex within UTTORA complex.
4. Open spaces in or around the market areas.
5. Cable TV and Telephone network and installations, if any.
6. Open spaces and land adjacent to schools, nursing homes, hospitals, hospital areas, shopping and marketing areas, institutional areas, power installations, cluster park and designated parking areas, water supply systems, pump and reservoir areas, sewerage treatment plant and sewerage network.
7. Any other areas and spaces (both open and covered) adjacent to any service/utility.

IT BEING CLARIFIED THAT SAVE AND EXCEPT THE COMMON PORTIONS, COMMON AREAS AND COMMON FACILITIES MENTIONED HEREINABOVE, ALL OTHER PORTIONS AND/OR AREAS AND/OR FACILITIES SHALL AND DO NOT FORM PART OF THE SPECIFIED COMMON AREAS AND FACILITIES AND ARE SPECIFICALLY RETAINED BY LPL TO BE DEALT WITH BY LPL IN THE MANNER AS STIPULATED IN THESE PRESENTS.

SCHEDULE 5**(Representations and Warranties of the Allottee)**

This Project, by its unique nature has certain restrictions to be abided by the Allottee. This being a Project approved by the various agencies with such limitations, utilities and services have been designed and planned by the Promoter and the development has been carried out according to the said plan.

The Allottee therefore represents that they agree with such limitations and restrictions as specified in this Agreement.

(Representations of the Allottee)

- a. This Agreement, the Application Form, the Allotment Letter, GTC, Plot Owners' Handbook or any other document executed in relation to the Plot by and among the Parties, shall constitute valid and legally binding obligations enforceable in accordance with their terms;
- b. 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;
- c. 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, GTC or any other document executed by him in relation to the Plot;
- d. 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 Promoter and the Land Owner(s) is violated or forfeited or jeopardized or extinguished in respect of the Plot;
- e. The Allottee agrees to be guided by the various clauses in General Terms and Conditions (GTC) and other. However, where any such terms are in conflict with the terms mentioned herein, the terms mentioned in this Agreement shall hold good.
- f. Save and except for the provisions contained in Clause 9.2.1 and 9.2.2 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 Plot and/ or the Said Land or part or portion thereof nor shall be entitled to claim any charge on the Plot, the Said 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.

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

(Covenants of the Allottee)

On and from the date of this Agreement, in addition to the terms and conditions set out in the Agreement, the Allottee agrees and covenants as follows:

- 1.1. To co-operate with the Promoter in all possible manner and to assist the Promoter in the development of the Project and the Said Land, and by not raising any protest or demand or claiming any right to obstruct or create any obstruction in any manner, which would affect the development of the Project and the Said Land and other projects undertaken by the Promoter;
- 1.2. To pay charges for water supply;
- 1.3. To pay electricity security deposit for individual meters allotted to it and other monthly consumption charges as may be applicable for the supply of electricity;
- 1.4. Not to use the Demised Land for any such activities that may cause nuisance, annoyance or disturbance to other occupants of the Project or those activities which are against Applicable Law or any directive of the relevant Governmental Authority;
- 1.5. Not to use the Demised Land or use it in any manner whatsoever which is likely to cause nuisance to the owners of the neighbouring plots or do or cause to do anything which causes hindrance/interference with the peaceful enjoyment of their respective plot.
- 1.6. Keep the Demised Land and each and every part thereof free from jungle, weeds, and animals and protect the same at all material times. If the allottee fail to do so the promoter reserves the right to clean the same and charge the costs to the allottee.
- 1.7. Not to store in the Demised Land any goods of hazardous or combustible nature or which can cause damage to the structure, equipment and/or assets of other residents or occupants of the complex or use the Demised Land for any activity which may be immoral, unsocial, unlawful or in any way manner so as to become a source of danger for public peace or public safety;
- 1.8. To carry out maintenance of the Demised Land/building within the Demised Land at its own cost. The insurance of the Demised Land shall be the responsibility of the Allottee. The Promoter shall not in any case be held liable for any damage or loss occurred on account of any neglect or omission of the Allottee or any act of any Third Party in relation to the Demised Land;
- 1.9. To sign, from time to time, all applications, papers, documents, deeds, declarations, maintenance agreement and other papers as per formats prepared by the Promoter and do all such acts, deeds and things as the Promoter may deem fit and necessary in the interest of the development of the Project and/or the Said Land;

- 1.10. To pay all existing and future municipal and other rates and taxes payable to the applicable municipal authority and/or any other statutory or other body in respect of the Demised Land in accordance with Applicable Law(s) and without any delay or default whatsoever. In the event of non-payment or delay in payment by the Allottee of the same, the Allottee alone shall be liable for payment of the arrears along with all penalty, interest, charges etc., as be charged and/or chargeable by the relevant authority and shall ensure that the Land Owner and the Promoter are not made liable therefor in any manner whatsoever. In case they fail to do so the promoter is required to pay. The same will be paid such cost along with service charge as applicable.;
- 1.11. To allow all persons authorized by the Promoter or the Facility Management Contractor ("**FMC**") to inspect, repair or to do any other maintenance work within the Demised Land without any obstruction or hindrance;
- 1.12. To comply with all Foreign Exchange Management Act, 1999 ("**FEMA**"), the Reserve Bank of India ("**RBI**") Act, 1934 and all rules and regulations made thereunder and all other Applicable Laws and provide the Promoter with copies of permissions and approvals, if any, as the Promoter may require from time to time. The Promoter shall not be held responsible towards any Third Party making payment/remittances on behalf of the Allottee and such Third Party shall not have any right in the application/allotment of the Demised Land in any way. The Promoter shall be issuing payment receipts solely in favour of the Allottee;
- 1.13. To hereby expressly authorize the Promoter to adjust/appropriate all payments made by the Allottee under any head(s) of dues against lawful outstanding, if any, in the Allottee's name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner otherwise than as decided by the Promoter in its sole discretion. The Allottee hereby covenants to bear all taxes that may be levied on the Promoter or the FMC, on account of making such adjustments/appropriations;
- 1.14. To hereby expressly accept and acknowledge that the obligations to be undertaken by the Allottee under this Deed are mainly for securing the beneficial enjoyment of the other properties in the Project by other plot holders and is not repugnant to the interest of the Allottee granted hereunder;
- 1.15. To comply with all Applicable Laws, including all the requirements, requisitions, demands and repairs which are required by any development authority/ municipal authority/ Governmental Authority or any other competent authority in respect of the Demised Land at his own cost. In the event that there are any changes in the rights, interest, obligations and/or title enjoyed by the Allottee due to changes in Applicable Law, the Allottee shall be bound by such changes and shall not hold the Land Owner and/or the Promoter liable on account thereof;
- 1.16. To hereby expressly accept and acknowledge that all liability for personal injury and/or loss to Third Parties caused by the activities of the Allottee on the Demised Land shall be the responsibility at all times of the Allottee and the Land Owner and/or the Promoter shall have

no liability whatsoever in this regard;

- 1.17. Not to put up any name plate, sign board, neon sign, publicity or advertisement material in the common areas and facilities of the Project;
- 1.18. Not to use the Demised Land for any purpose other than for residential use and to not commence any commercial construction upon it or use the same in a manner that may cause nuisance or annoyance to other occupants in the Project or for any commercial or illegal or immoral purpose;
- 1.19. Not to use the Demised Land for any religious construction by way of construction of temple, mosque etc. or use the Demised Land for performance of any religious sacrifice.
- 1.20. To hereby expressly authorize the Promoter to make additions to or put up additional structures anywhere in the Project/Said Land as may be permitted by the competent authorities and such additional construction/ structures shall be the sole property of the Promoter which the Promoter will be entitled to dispose of in any way it chooses without any interference from the Allottee. The Allottee further agrees and undertakes that he shall after taking possession of the Demised Land or at any time thereafter, not object to the Promoter constructing or continuing with the construction of the other building(s)/block outside/adjacent to the said Demised Land or claim any compensation or withhold the payment of maintenance and other charges, as and when demanded by the Promoter;
- 1.21. To observe the rules framed from time to time by the Maintenance Body and/or the FMC;
- 1.22. To maintain or remain responsible for the structural stability of any constructed structures on the Demised Land;
- 1.23. Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the Demised Land or in the compound or any portion of the Project;
- 1.24. Not to encourage the guests visiting the Allottee to access any part of the Project unoccupied;
- 1.25. To remain fully responsible for any pets which may be kept by the Allottee;
- 1.26. To carry out proper pest control treatment in the Demised Land, at the cost of the Allottee;
- 1.27. To keep the Demised Land free from wild growth of grass, trees, shrubs etc. If neglected, the Promoter, its nominee and /or the FMC may undertake suitable cleaning and upkeep operations at the cost of the Allottee after issuing a notice of seven (7) Business Days. The cost along with 10% (Ten per cent) administrative charges and applicable Taxes shall be recovered by the Promoter, its nominee and /or the FMC from the Allottee;

- 1.28. Not to sub-divide the Demised Land or amalgamate the Demised Land with other plots, without the prior written consent of the Promoter;
- 1.29. To remain fully responsible for the internal security of the Demised Land and the constructed property thereon;
- 1.30. To pay regularly and punctually within 7th day of every month, in advance and month by month, the common expenses as described in **Schedule 6** hereunder written at such rate as may be decided, determined and apportioned by the Promoter, to be payable from the date of possession to the Promoter or the FMC and upon formation of the Maintenance Body, to such Maintenance Body, without any abatement or demand.
- 1.31. To ensure that they initiate procedure for construction of the house within the demised land within 3 years from the date of possession or deemed possession whichever is earlier.

SCHEDULE 6**(Common Expenses)**

The Allottee hereby agrees and covenants to bear the following costs and expenses in such share as the Promoter or the FMC may determine:

1. Costs and expenses relating to the common area and facilities specified in Schedule 4 above;
2. Costs and expenses relating to abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof, so far as the same is not the liability of or attributable to the property of any individual owner of any plot;
3. Costs and expenses relating to renewal of various licenses such as fire, pollution and annual maintenance contracts;
4. Costs and expenses relating to maintaining, operating, repairing, renovating, painting, rebuilding, reconstructing, decorating, replacing, amending, renewing and where appropriate cleaning of the Project;
5. Costs and expenses relating to the lawns, water bodies, passage-ways, drive ways and other common areas in the Project meant for common use of all the plot owners or comprised in the Project;
6. Costs and expenses relating to light posts and bulbs in the common areas of the Project;
7. Costs and expenses relating to plantation of trees, maintenance of gardens and supply of water to the gardens;
8. Costs and expenses relating to water treatment plants used for the Project;
9. The salaries, emoluments and all other financial benefits of the persons to be employed by the Promoter and/or the FMC for managing and maintaining the common areas, facilities and utilities of the Project;
10. All rates, levies, taxes or fees in relation to the Project and/or the Said Land that are to be paid by the Promoter and/or the FMC for providing the services which are to be provided and which are payable under any existing law or enforced law under any other enactment in future;
11. Any other expenses incurred by the Promoter and/or the FMC in respect of the Project not specifically mentioned herein;

12. Expenses for maintaining the boundaries of the Project;
13. Fees of the auditors;
14. All expenses incurred in holding of the common parts and portions and carrying on management of the Project; and
15. All costs, charges and expenses for defending or prosecuting any litigation.

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

SIGNED AND DELIVERED by the **Land Owner(s)**
in the presence of:

For [●]

Signature:

Authorised Signatory/Director

Name:

For [●]

Authorised Signatory/Director

SIGNED AND DELIVERED by the **Promoter** in the
presence of:

For **Luxmi Portfolio Limited**

Signature:

Name:

Authorised Signatory/Director

SIGNED AND DELIVERED by the **Allottee** in the
presence of:

Signature:

Name:

MEMO OF CONSIDERATION

Received from the within named Purchaser the said sum of **INR [●] (Indian Rupees [●])** only towards part payment of the Total Price of the Plot, in the manner as follows:

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

For **Luxmi Portfolio Limited**

Authorised Signatory/Director