

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") executed on this [•] day of [•], 2020

BETWEEN

- (1) **AQUALINA PROPERTIES LLP (LLPIN No. AAM-2398) (PAN ABLFA2781Q) (formerly known as AQUALINA PROPERTIES PVT. LTD.), a Limited Liability Partnership**

incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani,.

- (2) **DHANSANCHAY PROPERTIES LLP**, (LLPIN No. AAM 2400) (PAN AAOFD6490K) (formerly known as **DHANSANCHAY PROPERTIES PVT. LTD.**), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani,.
- (3) **EBONY BUILDCON LLP**, (LLPIN No. AAM 2058) (PAN AAGFE9819B) (formerly known as **EBONY BUILDCON PVT. LTD.**), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani, a.
- (4) **EBONY COMPLEX LLP**, (LLPIN No. AAM 2393) (PAN AAGFE9911L) (formerly known as **EBONY COMPLEX PVT. LTD.**), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani.
- (5) **DHIMAN REALTORS PVT. LTD.** (CIN No. U4500WB2014PTC202826), (PAN AAFCD0868F) a company within the meaning of the Companies Act, 2013, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani..
- (6) **EXCEPTIONAL PROPERTIES LLP** (LLPIN No. AAM 2389) (PAN AAGFE9912K) (formerly known as **EXCEPTIONAL PROPERTIES PVT. LTD.**), a Limited Liability Partnership

incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani.

- (7) **FABULOUS NIRMAN PVT. LTD.**, (CIN No. U70102WB2014PTC202223), (PAN AACCF4097P) a company within the meaning of the Companies Act, 2013, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani.
- (8) **GAJGAMINI REALCON LLP**, (LLPIN No. AAM-2397) (PAN AASFG3732F) (formerly known as GAJAGAMINI REALCON PVT. LTD.), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani .
- (9) **IMAGINE INFRA PROJECTS LLP**, (LLPIN No. AAM 2059) (PAN AAGFI9194P) (formerly known as **IMAGINE INFRA PROJECTS PVT. LTD.**), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street, Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani.
- (10) **LOVEDEAL NIRMAN LLP**, (LLPIN No. AAM 2395) (PAN AAHFL5236A) (formerly known as **LOVEDEAL NIRMAN PVT. LTD.**), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani.

For ARIZUMA PROJECTS LLP

Ashish Kumar
Designated Partner

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- (11) **MANGALBARSHA PROPERTIES LLP**, (LLPIN No. AAM 2394) (PAN ABIFM1748C) (formerly known as **MANGALBARSHA PROPERTIES PVT. LTD.**), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani.
- (12) **MARVELOUS BUILDCON LLP**, (LLPIN No. AAM 2390) (PAN ABIFM1746N) (formerly known as **MARVELOUS BUILDCON PVT. LTD.**), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani.
- (13) **PROSPEROUS INFRASTRUCTURE LLP**, (LLPIN No. AAM-2461) (PAN AAVFP6035B) (formerly known as **PROPEROUS INFRASTRUCTURE PVT. LTD.**), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani .
- (14) **QUICKGROW PROPERTIES LLP**, (LLPIN No. AAM-2455) (PAN AAFAQ7160K) (formerly known as **QUICKGROW PROPERTIES PVT. LTD.**), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani.
- (15) **RAJAT FOUNDATION PVT. LTD.**, (CIN No. U51909WB1996PTC080511), (PAN AACCR4706M) a company within the meaning of the Companies Act, 2013, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani.

- (16) **RAJAT PROJECTS PVT. LTD.**, (CIN No. U70109WB2011PTC163101), (PAN AAFCR3120C) a company within the meaning of the Companies Act, 2013, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani.
- (17) **REMARKABLE ABASAN PVT. LTD.**, (CIN No. U70102WB2014PTC202222), (PAN AAGCR9345E) a company within the meaning of the Companies Act, 2013, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani.
- (18) **RICHTOUCH REALESTATE PVT. LTD.**, (CIN No. U70102WB2014PTC202250), (PAN AAGCR9344F) a company within the meaning of the Companies Act, 2013, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani.
- (19) **ROSINE NIRMAN LLP**, (LLPIN No. AAM 2456) (PAN AAXFR5588B) (formerly known as **ROSINE NIRMAN PVT. LTD.**), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani.
- (20) **ROXY REALTORS PVT. LTD.**, (CIN No. U70102WB2014PTC203010), (PAN AAHCR0053N) a company within the meaning of the Companies Act, 2013, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani.
- (21) **SIDDHIBHUMI HOUSING PVT. LTD.**, (CIN No. U70102WB2014PTC202249), (PAN AAUCS6435J) a company within the meaning of the Companies Act, 2013, having its

registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani.

- (22) **SETTLEMENT REALTORS PVT. LTD.**, (CIN No. U70102WB2014PTC203011), (PAN AAUCS8567R) a company within the meaning of the Companies Act, 2013, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani.
- (23) **SKYSPACE INFRASTRUCTURE PVT. LTD.**, (CIN No. U70102WB2014PTC202248), (PAN AAUCS6438F) a company within the meaning of the Companies Act, 2013, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani.
- (24) **TOUCHWIN PROPERTIES LLP**, (LLPIN No. AAM 2396) (PAN AANFT5553E) (formerly known as **TOUCHWIN PROPERTIES PVT. LTD.**), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani.
- (25) **QUICKGROW HOUSING PRIVATE LIMITED**, (CIN No. U70102WB2014PTC202202), (PAN AAACQ3510G), a company within the meaning of the Companies Act, 2013, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani.
- (26) **RAJAT BLISSCITY INFRASTRUCTURE PRIVATE LIMITED**, (CIN No. U70102WB2014PTC202358), (PAN AAGCR9460A) a company within the meaning of the Companies Act, 2013, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani.

- (27) **ULTRASHINE REALESTATE PVT. LTD.** (CIN No. U70102WB2014PTC202191), (PAN AABCU7158B) a company within the meaning of the Companies Act, 2013, having its registered office at 4, Azimganj House, First Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani.
- (28) **ALOKBARSHA PROPERTIES PRIVATE LIMITED.,** (CIN No. U70109WB2012PTC174791), (PAN AAKCA7528E) a company within the meaning of the Companies Act, 2013, having its registered office at 1A, Keshav Kunj, Panchwati Complex, VIP Road, Kolkata 700052, P.O. Airport, P.S. Baguihati.
- (29) **ASTONISHING DEVELOPERS PVT. LTD,** (CIN No.U70102WB2014PTC202242), (PAN AAMCA6913B) a company within the meaning of the Companies Act, 2013, having its registered office at 19, Pollock Street, Kolkata 700001, P.O. Pollock Street, P.S. Hare Street.
- (30) **ATTRACTIVE HOUSING PVT. LTD.,** (CIN No. U70102WB2014PTC202188), (PAN AAMCA6911D) having its registered office at 1A, Keshav Kunj, Panchwati Complex, VIP Road, Kolkata 700052, P.O. Airport, P.S. Baguihati.
- (31) **EBONY ENCLAVE PVT. LTD.,** (CIN No. U45400WB2011PTC170977), (PAN AACCE9098B) having its registered office at 1A, Keshav Kunj, Panchwati Complex, VIP Road, Kolkata 700052, P.O. Airport, P.S. Baguihati.
- (32) **ELIGIBLE DEVCON PVT. LTD.,** (CIN No. U45400WB2011PTC169569), (PAN AACCE8746L) having its registered office at 1A, Keshav Kunj, Panchwati Complex, VIP Road, Kolkata 700052, P.O. Airport, P.S. Baguihati.

For ARIZUMA PROJECTS LLP

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Designated Partner

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- (33) **ENJOYMENT PROJECTS PVT. LTD.,** (CIN No. U70102WB2014PTC202189), (PAN AADCE6933C) having its registered office at 1A, Keshav Kunj, Panchwati Complex, VIP Road, Kolkata 700052, P.O. Airport, P.S. Baguihati.
- (34) **FANCY INFRACON PRIVATE LIMITED,** (CIN No. U45400WB2014PTC202562), (PAN AACCF4210G) having its registered office at 1A, Keshav Kunj, Panchwati Complex, VIP Road, Kolkata 700052, P.O. Airport, P.S. Baguihati.
- (35) **GREENHIGH REALCON PVT. LTD.,** (CIN No. U70102WB2014PTC202224), (PAN AAFCG6386F) having its registered office at 1A, Keshav Kunj, Panchwati Complex, VIP Road, Kolkata 700052, P.O. Airport, P.S. Baguihati.
- (36) **GREENIMAGE REALTY PVT. LTD.,** (CIN No. U70102WB2014PTC202190), (PAN AAFCG6443F) having its registered office at 1A, Keshav Kunj, Panchwati Complex, VIP Road, Kolkata 700052, P.O. Airport, P.S. Baguihati.
- (37) **JAGRAN PROPERTIES PVT. LTD.,** (CIN No. U70109WB2012PTC174811), (PAN AADCJ0472F) having its registered office at 1A, Keshav Kunj, Panchwati Complex, VIP Road, Kolkata 700052, P.O. Airport, P.S. Baguihati.
- (38) **MAGNETICTOUCH PROPERTIES PRIVATE LIMITED,** (CIN No. U70109WB2012PTC174876), (PAN AAICM4699L) a company within the meaning of the Companies Act, 2013, having its registered office at 19, Pollock Street, Kolkata 700001, P.O. Pollock Stret, P.S. Hare Street.
- (39) **PLEASURE TOWER PVT. LTD.,** (CIN No. U70102WB2014PTC202193), (PAN AAHCP7154Q) having its registered office at 1A, Keshav Kunj, Panchwati Complex, VIP Road, Kolkata 700052, P.O. Airport, P.S. Baguihati.

- (40) **RUDRAMALA REALTY PRIVATE. LIMITED**, (CIN No. U70109WB2012PTC174986), (PAN AAGCR3031D) a company within the meaning of the Companies Act, 2013, having its registered office at 19, Pollock Street, Kolkata 700001, P.O. Pollock Street, P.S. Hare Street.
- (41) **WONDER REALESTATE PVT. LTD.**, (CIN No. U45400WB2011PTC167613), (PAN AABCW1411F) having its registered office at 1A, Keshav Kunj, Panchwati Complex, VIP Road, Kolkata 700052, P.O. Airport, P.S. Baguihati.
- (42) **PETUNIA COMMOTRADE PVT. LTD.**, (CIN No. U51909WB2014PTC203106), (PAN AAHCP8191K) having its registered office at 27, Biplabi Trailakya Maharaj Sarani, (Brabourne Road), Narayani Building, 3rd Floor, Room No. 310, Kolkata 700001, P.O. Pollock Street, P.S. Hare Street.
- (43) **EBONY DEVELOPERS PVT. LTD.**, (CIN No. U45206WB2011PTC171171), (PAN AACCE9099A) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore
- (44) **EBONY TOWER PVT. LTD.**, (CIN No. U45400WB2011PTC170924), (PAN AACCE9097Q) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore
- (45) **FENNEL INFRACON PVT. LTD.**, (CIN No. U45400WB2014PTC202565), (PAN AACCF4211H) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore.
- (46) **INTERFACE DEVELOPERS PVT. LTD.**, (CIN No. U45400WB2011PTC170406), (PAN AACCI7762C) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore.

- (47) **ROSETTE PROPERTIES PVT. LTD.,** (CIN No. U70109WB2012PTC174855), (PAN AAGCR3030C) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore.
- (48) **SAPNASURAHA NIRMAN PVT. LTD.,** (CIN No. U70109WB2012PTC174983), (PAN AASCS7666M) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020 P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore.
- (49) **SUBHKAMANA DEVELOPERS PRIVATE LIMITED,** (CIN No. U70109WB2012PTC174984), (PAN AASCS7662R) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore.
- (50) **SUKALYAN PROPERTIES PVT. LTD.,** (CIN No. U70109WB2012PTC174985), (PAN AASCS7665J) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore.
- (51) **SHIVRASHI ABASAN PVT. LTD.,** (CIN No. U70109WB2012PTC174856), (PAN AASCS7663Q) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore.
- (52) **SUBHLIFE REAL ESTATE PVT. LTD.,** (CIN No. U70109WB2012PTC174857), (PAN AASCS7668F) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore.
- (53) **SWARNACHURA PROPERTIES PVT. LTD.,** (CIN No. U70109WB2012PTC174858), (PAN AASCS7667L) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore.

- (54) **ULTRAFOCUS PROPERTIES PRIVATE LIMITED,** (CIN No. U70109WB2012PTC174860), (PAN AABCU5571C) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore.
- (55) **AADRIKA COMMERCIAL PVT. LTD.,** (CIN No. U74999WB2012PTC183414), (PAN AAKCA7898K) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore.
- (56) **AADRIKA DISTRIBUTORS PVT. LTD.,** (CIN No. U74999WB2012PTC183417), (PAN AAKCA7897G) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore.
- (57) **DAYASWARUP COMMODEAL PVT. LTD.,** (CIN No. U74999WB2012PTC183106), (PAN AAECD3458N) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore.
- (58) **DURVISH SHOPPERS PVT. LTD.,** (CIN No. U74999WB2012PTC183121), (PAN AAECD3456C) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore.

hereinafter collectively referred to as '**the Owners**' (which term or expression shall, unless excluded by or repugnant to the subject or context or meaning thereof, mean and include successor or successors in interest and permitted assigns) represented by their Constituted Attorney, Arizuma Projects LLP, represented by its Partner Mr. Designated Partner, Rajat Pasari son of Raj Gopal Pasari having PAN BDKPP7331M, AADHAR No. 266497712752 residing at 11E, Rajnigandha, 25B, Ballygunge Park, Kolkata 700019, P.S. Karaya P.O. Ballygunge, appointed by the Owners vide Power of Attorney dated [■] registered with the Additional

Registrar of Assurances – IV, Kolkata in Book No. IV, Volume No. [■], Pages from [■] to [■] and Being No. [■] for the year 2020 of the **ONE PART**

AND

ARIZUMA PROJECTS LLP, [LLP Identification No. AAI5525] a Limited Liability Partnership incorporated under the Limited Liability Partnership Act 2008 having PAN ABIFA1723H, having its registered office at 4, Azimganj House, First Floor, 7, Camac Street, Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani, represented by its Designated Partner, Rajat Pasari son of Raj Gopal Pasari having PAN BDKPP7331M, AADHAR No. 266497712752 residing at 11E, Rajnigandha, 25B, Ballygunge Park, Kolkata 700019, P.S. Karaya P.O. Ballygunge, hereinafter referred to as the **"Promoter"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being of the said Partnership Firm and their respective heirs, executors, administrators and legal representatives) of the **SECOND PART**;

AND

Mr./Ms. [•], son/daughter of [•], aged about [•], residing at [•] (Aadhar No. [•] / (PAN No.[•]), hereinafter referred to as the **"ALLOTTEE"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors, representatives and/or assigns) of the **THIRD PART**:

[OR]

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

The Owners, Promoter and Allottee shall hereinafter collectively be referred to as the "parties" and individually as a "party".

DEFINITIONS:

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

- a) **"Act"** means the West Bengal Housing Industry Regulation Act, 2017 (30 of 2017);
- b) **"appropriate Government"** means the State Government;
- c) **"Rules"** means the West Bengal Housing Industry Regulation Rules, 2017 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 Owners are the absolute and lawful owners of the property more fully described in **Part – I of the First Schedule** hereto which was purchased by the Owners from time to time (hereinafter referred to as **"the Project Land"**). The particulars of the title of the

Project Land are more fully described in **Part - II of the First Schedule** hereto (hereinafter referred to as "**the Details of Ownership**").

- B.** The Owners and the Promoter have entered into a Joint Development Agreement dated 16th July, 2020 and registered with the office of Additional Registrar of Assurances IV, Kolkata in Book No. I, Vol No. 1904-2020, Pages 201900 to 202143 being Deed No. 190403397 for the year 2020 (hereinafter referred to as "the said Joint Development Agreement") for development of a real estate project on the Project Land.
- C.** The Owners have also granted a Power of Attorney dated 24th September, 2020 to the Promoter (hereinafter referred to as "the said Power of Attorney") to act in their place and stead and to represent them in all matters and purposes concerning the said Project. The said Power of Attorney was caused to be registered with the Additional Registrar of Assurances IV, Kolkata in Book No. I, Volume No. 1904-2020, Pages 258636 to 258819, Being No. 190404394 for the year 2020.
- D.** The Project Land is intended for the purpose of development of a housing project thereon, presently proposed to be named as "Southern Vista", comprising of 138 Row Bungalows, other spaces and common areas intended to be constructed thereon ("**Project**").
- E.** The Promoter has caused a plan to be sanctioned by the South 24 Parganas Zilla Parishad], being B.S. No. 606/736/KMDA dated 9.09.2020 ("**Plan**"), for construction of the Project.

- F.** The Promoter is fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Promoter regarding the Project Land have been completed.
- G.** The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and the row bungalows thereon from the South 24 Parganas Zilla Parishad vide Building Permit No. 606/736/KMDA dated 9.09.2020. The Promoter agrees and undertakes that it shall not make any changes to these approved plans of the Project except in strict compliance with Section 14 of the Act and other laws as applicable.
- H.** The Promoter has named the Project as “**Southern Vista**” and has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at [■] on [■] under Registration No. [■].
- I.** The Allottee has applied for allotment of a row bungalow in the Project vide application No. [■] dated [■] and has been allotted Row Bungalow No. [Type: _& Row Bungalow No.:](said Row Bungalow) having-

Row Bungalow No._- Row Bungalow Type -	Carpet area (sq ft)	Built up area (sq ft)
Ground floor		
First Floor		
First Floor Balcony		
Second Floor		

Open Terrace (if any)		
TOTAL		

PLOT AREA	Square feet	Cottahs

TOGETHER WITH the piece or parcel of land thereunto belonging whereon or on part whereof the said Row Bungalow will be developed and containing an area of [•] sq ft more or less being demarcated portion of the Project Land and comprised in Dag Nos. [•] ("said Plot") including car parking space ("Parking Space") on the said Plot, and in accordance to the Specifications as mentioned in Part – II of the **Second Schedule** hereto Together With the right to use the proportionate indivisible share in the Common Areas, Amenities and Facilities of the Project, as and when they are constructed or made ready and fit for use, to be used with all other allottees of the Project (**Project Common Areas, Amenities and Facilities**) morefully mentioned in the **Third Schedule** as permissible under applicable law (hereinafter collectively referred to as the (said "**Row Bungalow**") and morefully mentioned in **Part – I** of the **Second Schedule** hereto and the layout of the said Row Bungalow which includes the said Row Bungalow, said Plot and the Parking Space are delineated in Green on the Plan annexed hereto and - marked as **Annexure "A"**.

- J. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- K. The parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the Project.

- L.** The Allottee has been made aware and has unconditionally agreed that the owners and occupants of other row bungalows in the Project shall have complete and unhindered access to the Project Common Areas, Amenities and Facilities.
- M.** The parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- N.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Row Bungalow, as specified in Clause I subject to the terms and conditions contained herein.

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 On the assurance of the Allottee having understood and being fully acquainted with the scheme of development of the Project and subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the said Row Bungalow as specified in Clause I.

1.2 The Price for the said Row Bungalow based on carpet area is **Rs. [■]/-** (Rupees [■])

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only) (Row Bungalow Price) and GST of Rs. _____/- (Rupees _____ only) and a sum of Rs. [■]/- (Rupees [■] only) towards Extra Charges, as per the details given in the **FIFTH SCHEDULE** hereunder written and hereinafter collectively referred to as the ("**Total Price**").

In addition to the aforesaid Total Price, the following charges shall be paid at actuals/or as mentioned by the Promoter as per payment plan:

- (a) Cost/Deposit for obtaining Electricity Meter;
- (b) Stamp Duty/Registration Charges/commission charges and other incidental expenses in this regard for stamping, registration and commission;
- (c) Charges for mutation and separate assessment of the said Row Bungalow, mutation fee, if any, and other miscellaneous charges and incidental charges in relation to mutation;
- (d) Costs charges and expenses for providing individual satellite, cable TV connection, per such connection as per actuals; and
- (e) Costs for providing MS Grill for the windows, plus applicable taxes, if required; and;
- (f) Interest Free advance common area maintenance charges amounting to Rs. [■]/- (Rupees [■] only) (Maintenance Deposit) plus applicable GST thereon.

Notes:

- (i) Interest free Maintenance Deposit will be calculated on a proposed estimated cost at the time of possession.

- (ii) The abovementioned Maintenance Deposit shall be received by the Promoter on behalf of the ultimate Association/Facility Management Company and transferred by the Promoter to the association of the Row Bungalow owners upon its formation subject to the provisions of Clause 38.4 hereunder.

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the said Row Bungalow. **Booking Amount** shall mean and/ or be a sum of Rs. [■]/- (Rupees [■] only) (being 10% of the Row Bungalow Price excluding GST.)
- (ii) The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax, cess or any other similar taxes which may be levied in connection with the construction of the Project and payable by the Promoter, by whatever name called) up to the date of handing over the possession or the Deemed Date of Possession of the said Row Bungalow to the Allottee and the Project to the Association of Allottees, as the case may be, after obtaining completion certificate of the Project.

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the said Project (as may be extended) the same shall not be charged from the Allottee.

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated herein above and the Allottee shall make payment as demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
 - (iv) The Total Price of the Row Bungalow includes recovery of price of land, cost of construction of not only the Row Bungalow but also the Project Common Areas, Amenities and Facilities, internal development charges, external development charges, taxes, cost of providing electrical wiring, electrical connectivity to the Row Bungalow, water line and plumbing, flooring, tiles, doors, windows, fire detection and firefighting equipment in the Project Common Areas, Amenities and Facilities, maintenance deposits and other charges as mentioned in clause 1.2 above and includes cost for providing all other facilities, amenities and specifications to be provided within the Row Bungalow 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, costs/charges imposed by the competent authorities, the Promoter shall enclose details

of the said notification/order/rule/ regulation to that effect along with the demand letter/e-mail being issued to the Allottee, which shall only be applicable on subsequent payments Provided That if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project (as extended) the same shall not be charged from the Allottee.

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in the **Fourth Schedule** hereto ("**Payment Plan**").
- 1.5 The Promoter may allow, in its sole discretion a rebate for early payments of instalments payable by the Allottee by discounting such early payments at a mutually agreed percentage per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein (which shall be in conformity with the advertisement, brochure, etc. on the basis of which sale is effected) in respect of the Row Bungalow without the previous written consent of the Allottee as per 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 in accordance with applicable laws.

- 1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Row Bungalow is complete and the occupancy certificate (or

such other certificate by whatever name called is issued by the competent authority) is granted by the competent authority, by furnishing details of the changes, if any in the carpet area. The Total Price payable for the carpet area of the said Row Bungalow shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund and /or adjust the excess money paid by the Allottee at the time of possession or within 45 (forty-five) days from the date of Notice of Possession along with annual interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent per annum; from the date when such 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 Row Bungalow, allotted to Allottee, the Promoter may demand the increased amount from the Allottee as per the next milestone of the Payment Plan as provided in the **Fourth Schedule**. All these monetary adjustments shall be made at the same rate per square foot as agreed in para 1.2 of this Agreement.

1.8 Subject to para 9.3, the Promoter agrees and acknowledges that the Allottee shall have the right to the said Row Bungalow as mentioned below:

- (i) The Allottee shall have exclusive ownership of the said Row Bungalow including the said Plot;
- (ii) The Allottee shall also have right to use the undivided proportionate share in the Project Common Areas, Amenities and Facilities. Since the share/ interest of the Allottee in the Project Common Areas, Amenities and Facilities is undivided and cannot be divided or separated, the Allottee shall use all Common Areas along with other occupants, maintenance staff etc. of the Project, without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall

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convey and hand over the Project Common Areas, Amenities and Facilities to the Association of the allottees of the Project, to be formed after duly obtaining the completion certificate from the competent authority as provided in the Act.

- (iii) The computation of price of the said Row Bungalow includes recovery of price of land, construction of (not only the said Row Bungalow but also) the Common Areas, Car Parking space, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Row Bungalow, waterline and plumbing, finishing with tiles flooring, (as agreed) doors, windows and fire-fighting equipment (only to the extent, as required under the relevant law(s) in the common areas, maintenance charges as per para 11 etc., and includes cost for providing all other facilities, amenities and specifications to be provided within the Row Bungalow and the Project;
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the said Row Bungalow, as the case may be, however with prior intimation to and permission from the Promoter.

1.9 It is made clear by the Promoter and the Allottee agrees that the Row Bungalow along with the 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 the Project Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that the Project's facilities and amenities shall be available only for use and enjoyment of the allottees (including the Allottee herein) of the Project.

- 1.10 Till Possession Date/Deemed date of Possession, the Promoter shall be liable to pay all outgoings in respect of the said Row Bungalow which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the allottees or any liability, mortgage loan and interest thereon before transferring the Row Bungalow 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.
- 1.11 The Allottee, has paid a sum of Rs. [•]/- (Rupees [•] only) excluding GST as booking amount (**Booking Amount**) being part payment towards the Total Price of the said Row Bungalow at the time of application, the receipt of which the Promoter hereby acknowledges in the Memo of Consideration hereunder and the Allottee hereby agrees to pay the remaining price of the Row Bungalow as prescribed in the Payment Plan (**FOURTH SCHEDULE** hereunder written) as may be demanded by the Promoter within the time and in the manner specified therein.

Provided That if the Allottee delays in payment towards any amount which is payable within the due date, he shall be liable to pay interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent per annum.

2. **MODE OF PAYMENT:**

- 2.1 Subject to the terms of the Agreement, the Allottee and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand/e-mail by the Promoter, within the stipulated time as mentioned in the Payment Plan in the Fourth Schedule hereunder or otherwise, through account payee local cheques/demand drafts/banker's cheques or online payment (as applicable) in favour of '[•]'. payable at Kolkata or in the manner mentioned in the demand/email. Outstation cheques shall not be accepted. The Allottee shall be liable to remit each installment as mentioned in the Payment Plan after deducting of TDS as applicable. Further, on dishonour of a cheque on any ground whatsoever, the Allottee shall be liable to pay to the Promoter a charge of INR 500/- (Rupees Five hundred) plus applicable taxes, for every such dishonour.

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 acquisition/sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided shall be in terms of or in accordance with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be

liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Row Bungalow 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 Row Bungalow if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust such payments in any other manner.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the said Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Row Bungalow to the Allottee and the Project Common Areas,

Amenities and Facilities to the association of the allottees or the competent authority, as the case may be.

6. **CONSTRUCTION OF THE PROJECT/ROW BUNGALOW:**

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

7. **POSSESSION OF THE ROW BUNGALOW:**

7.1 **Schedule for possession of the said Row Bungalow** - The Promoter agrees and understands that timely delivery of possession of the said Row Bungalow to the Allottee, and the Project Common Areas, Amenities and Facilities to the association of the allottees is the essence of the Agreement. The Promoter assures to hand over possession of the said Row Bungalow along with the right to use the Project Common Areas, Amenities and Facilities with all specifications, amenities and facilities within 31st December, 2025

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unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, epidemic, lockdown or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If however, the completion of the said Project is delayed due to the Force Majeure conditions or any other events beyond the control of the Promoter including but not limited to change in law, non-availability or irregular availability of essential inputs, water supply or sewerage disposal connection or electric power, or slow down or strike by contractor, construction agency employed/to be employed, change in any Governmental/Statutory Notifications, any order/stipulation of the courts/statutory or local authorities, any prohibition order from any court of law or statutory authorities, then the Allottee agrees that the Promoter shall be entitled to extension of time for delivery of possession of the said Row Bungalow, provided that such Force Majeure conditions are of a nature which make it impossible for the contract to be implemented by the Promoter during the continuance of such event and also till such further time as may be required to overcome the effect of such event. The Allottee agrees to cooperate with the Promoter in such a situation and records its consent to such extension of time for delivery of possession as may be accorded to the Promoter by the Regulatory Authority from time to time. The Allottee further agrees and confirms that, in the event it becomes impossible for the Promoter to implement the said Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the Allotment within 45 (forty five) days from such 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 obtaining the completion certificate (or such other certificate by whatever name called issued by the competent authority) from the competent authority shall offer in writing the possession of the Row Bungalow, (“**Notice of Possession**”) to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue of completion certificate (or such other certificate by whatever name called issued by the competent authority) (the “**POSSESSION DATE**”) Provided that the conveyance deed of the said Row Bungalow in favour of the Allottee shall be executed and registered by the Promoter (subject, however, to the Allottee making all payments as mentioned in the **Fourth Schedule** hereto and taking possession of the said Row Bungalow in terms of the Notice of Possession and making payment of the stamp duty, registration charges and legal charges & expenses to the Promoter as per requisition of the Promoter) within three months from the date of issue of completion certificate (or such other certificate by whatever name called issued by the competent authority) as provided by the relevant laws in West Bengal. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter. The Allottee, agree(s) to pay the maintenance charges, proportionate share of municipal tax and all other outgoings as determined by the Promoter/association of allottees, as the case may be, on and from the Possession Date. The Promoter shall hand over a copy of the completion certificate (or such other certificate by whatever name called issued by the competent authority) of the Project/said Row Bungalow, as the case may be, to the Allottee at the time of conveyance of the said Row Bungalow in favour of the Allottee.

- 7.3 Failure of Allottee to take possession of Row Bungalow** – Upon receiving the Notice of Possession from the Promoter as per para 7.2, the Allottee shall take possession of the said Row Bungalow from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall hand over possession of the said Row Bungalow to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2 such Allottee shall be liable to pay maintenance charges, proportionate share of municipal tax and all other outgoings from such date as notified in the Notice of Possession (**Deemed Date of Possession**). In addition the Allottee shall also be further liable to pay guarding charges @ Rs. 5000/- (Rupees Five Thousand only) for each month or part thereof, together with applicable taxes thereon, if any, for the period commencing on and from the Deemed Date of Possession till the actual physical possession is taken by the Allottee.
- 7.4 Possession by the Allottee** – After obtaining the completion certificate (or such other certificate by whatever name called) as issued by the competent authority, and handing over physical possession of all the row bungalows to the respective allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including the Project Common Areas, Amenities and Facilities to the association of allottees or the competent authority, as the case may be, as per the local laws .
- 7.5 Cancellation by Allottee** - The Allottee shall have the right to cancel/ 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 herein is entitled to forfeit 10% of the Row Bungalow Price (**Booking Amount**), paid for the allotment plus applicable taxes. The balance amount of money paid by the Allottee

shall be returned by the Promoter to the Allottee without interest 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 land on which the Project thereof is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Row Bungalow (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the Act or for any other reason, the Promoter shall be liable, on demand to the 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 said Row Bungalow, with interest at the rate prescribed in the Rules (which is equivalent to the prevailing Prime Lending Rate of State Bank of India plus two percent per annum) including compensation (if any) in the manner as provided under the Act within 45 (forty-five) days of it becoming due.

Provided That where the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the said Row Bungalow, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE OWNER AND THE PROMOTER:

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

- (i) The Owners have absolute, clear and marketable title with respect to the Project Land and both the Owners and the Promoter have the requisite rights to carry out development upon the Project Land and has absolute, actual, physical and legal possession of the Project Land;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Project Land,
- (iv) It is also made known to the Allottee that the Promoter intends to take a loan from bank(s)/financial institution(s) against security of the Project Land and the construction having already been made and/or being made. The Promoter shall cause the said bank(s)/financial institution(s), if necessary, to issue no objection letter in favour of the Allottee to enable the Allottee to take loan from any bank or financial institution for financing the purchase of the said Row Bungalow and the Promoter further undertake that the Promoter shall cause the said bank(s)/financial institution(s) to release the said Row Bungalow from the mortgage created by the Promoter on or before the Promoter executing the deed of conveyance of the said Row Bungalow in favour of the Allottee and the Allottee will get the title of the said Row Bungalow free from all encumbrances;
- (v) There are no litigations pending before any court of law or authority with respect to the Project Land/Project or the said Row Bungalow;

- (vi) All approvals, licenses and permits issued by the competent authorities with respect of the Project, Project Land and said Row Bungalow are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, buildings and row bungalow and the common areas;
- (vii) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may be prejudicially affected;
- (viii) The Owners and the Promoter have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land, including the said Plot and the said Row Bungalow which will, in any manner, affect the rights of the Allottee under this Agreement;
- (ix) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Row Bungalow to the Allottee in the manner contemplated in this Agreement;
- (x) At the time of execution of the Deed of Conveyance, the Promoter shall handover lawful, vacant, peaceful, physical possession of the said Row Bungalow to the Allottee and the Project Common Areas, Amenities and Facilities to the Association of allottees or the competent authority, as the case may be, after the completion of the Project.
- (xi) The said Row Bungalow 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 Row Bungalow;

- (xii) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate of the Project has been issued and possession of said Row Bungalow, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of allottees or the competent authority, as the case may be.
- (xiii) 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 Project Land) has been received by or served upon the Promoter in respect of the Project Land or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of default, in the following events:
 - (i) The Promoter fails to provide ready to move in possession of the Row Bungalow to the Allottee within the time period specified in para 7.1 or fails to complete the said Project within the stipulated time disclosed at the time of registration of the said Project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the said Row Bungalow shall be in a habitable condition, which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be has been issued by the competent authority:

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

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

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee 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 to the Promoter under any head whatsoever towards the purchase of the Row Bungalow, along with interest at the rate prescribed in the Rules (which is currently equivalent to the prevailing Prime Lending Rate of the State Bank of India plus 2% (two percent) per annum) 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/she/it shall be paid by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Row Bungalow, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

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

- (i) In case the Allottee fails to make payment for consecutive demands made by the Promoter as per the Payment Plan, of any amount due and payable by the Allottee under this Agreement (including his/her/its proportionate share of taxes, levies and other outgoings) despite having been issued notice in that regard. It is further clarified that, reminders and or notices for payment of instalments or notice for rectification of default as per the Payment Plan shall also be considered as demand for the purpose of this clause. In such event the Allottee shall be liable to pay to the Promoter, interest at the rate prescribed in the Rules on all unpaid amounts from the date the amount is payable by the Allottee.
- (ii) Without prejudice to the right of the Promoter to charge interest in terms of Clause 9.3 (i) above, in case of default by the Allottee under Clause 9.3 (i) above continues for a period beyond two consecutive months after notice for rectification of default from the Promoter in this regard, the Promoter, at its own option, may cancel the allotment of the said Row Bungalow in favour of the Allottee and terminate this Agreement and refund the money paid to the Promoter by the Allottee after deducting the Booking Amount and the interest liabilities and after deduction of such other tax/levy as may be applicable at the time of such termination by the Promoter, and this Agreement and any liability of the Promoter shall thereupon stand terminated.
- PROVIDED THAT the Promoter shall intimate the Allottee about the Promoter's intention to terminate this Agreement by a written notice **(Cancellation Notice)** at least 30 (thirty) days prior to such termination.

10. CONVEYANCE OF THE SAID ROW BUNGALOW:

The Promoter, on receipt of Total Price of the Row Bungalow as per para 1.2 and as mentioned in the **FIFTH SCHEDULE** hereunder written along with any other dues under this Agreement from the Allottee shall execute a Deed of Conveyance and convey the title of the said Row Bungalow Together With the right to use the proportionate indivisible share in the Project Common Areas, Amenities and Facilities, to be used with all other allottees and occupiers the row bungalows in the Project within 3 (three) months from the date of issuance of the occupancy certificate or the completion certificate, as the case may be, 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 Deed of Conveyance in his/her favour till payment of stamp duty and registration charges to the Promoter are made by the Allottee.

11. MAINTENANCE OF THE SAID ROW BUNGALOW/ 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 all the allottees/row bungalow owners upon the issuance of the completion certificate or such other certificate by whatever name called issued by the competent authority of the project.

12. DEFECT LIABILITY:

- 12.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, , it shall

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be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE ROW BUNGALOW FOR REPAIRS:

The Promoter/ maintenance agency/ Association shall have the right of unrestricted access of all common areas for providing necessary maintenance services and/or carrying out electrical, plumbing and other works either over-ground or under-ground, as may be required for the Project and the Allottee agrees to permit the Promoter / maintenance agency /association to enter into the said Row Bungalow or any part thereof, after due notice and during 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 common services including but not limited to electrical sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, 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 ROW BUNGALOW :

- 15.1 Subject to para 12 above, the Allottee shall, after taking possession or on and from the Deemed Date of Possession, be solely responsible to maintain the said Row Bungalow at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said Row Bungalow, the common passages, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Row Bungalow and keep the said Row Bungalow, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Row Bungalow is not in any way damaged or jeopardized.
- 15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board, name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Row Bungalow or anywhere on the exterior of the Project, Row Bungalow therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Row Bungalow or place any heavy material in the common passages. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Row Bungalow.
- 15.3 The Allottee shall plan and distribute his electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The parties are entering into this Agreement for the allotment of the said Row Bungalow with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

17. ADDITIONAL CONSTRUCTIONS:

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

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement save and except as may be required to obtain construction finance, the Promoter shall not mortgage or create a charge on the said Row Bungalow and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Row Bungalow.

19. APARTMENT OWNERSHIP ACT:

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

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 as and when intimated by the Promoter, if required by the provisions of applicable laws. 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, the application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

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 letters, correspondence, arrangements, whether written or oral, if any, between the parties in regard to the said Row Bungalow, as the case may be.

22. RIGHT TO AMEND:

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

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

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Row Bungalow and the Project shall equally be applicable to and enforceable against and by any subsequent allottees of the said Row Bungalow, in case of a transfer, as the said obligations will go along with the said Row Bungalow 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 **[Fourth Schedule]** including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedence 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), the same shall be in the proportion which the built up area of the said Row Bungalow bears to the total built up area of all the row bungalows in the Project.

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

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

29. NOTICES:

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

Name of Allottee [•]

Address [•],

ARIZUMA PROJECTS LLP

4, Azimganj House, First Floor,

7, Camac Street,

P.O. Circus Avenue, P.S. Shakespeare Sarani, Kolkata 700017,

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

30. JOINT ALLOTTEES:

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

31. SAVINGS:

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

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

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

34. **DISCLAIMER:**

- 34.1 All terms and conditions mentioned hereinafter are as per the contractual understanding between the parties and are not in derogation of and/or inconsistent with the terms and conditions hereinbefore contained and/or the provisions of the Act and the Rules and Regulations made thereunder.

35. **SCHEME OF DEVELOPMENT OF THE PROJECT AND THE RIGHTS OF THE ALLOTTEE:**

- 35.1 The Allottee, upon full satisfaction and with complete knowledge of the Scheme of Development of the Project and all other ancillary matters have entered into this Agreement. The Allottee has examined and is acquainted with the Scheme of Development of the Project and has agreed that the Allottee shall have no objection in respect of the following Scheme of Development. The Allottee is fully acquainted and agrees that the Project shall constitute of 138 Row Bungalows, and the amenities and facilities as mentioned in the **Third Schedule** hereunder to be constructed on the Project Land and the remaining portion of the Project Land shall constitute the common areas and shall be conveyed to the Association. The allottees of the Row Bungalows in the Project expressly agree that for the interest of all the other co owners/allottees of row bungalows in the Project and with the intent of preserving the uniformity of the design of the Project and for the beneficial enjoyment of all the owners and occupiers of the Project, shall not have any right to make any additions and/or further constructions on their respective plots and the Row Bungalows except by maintaining strict uniformity of the overall scheme of development. The Project Common Areas, Amenities and Facilities as and when constructed and made ready for use shall be used and/or enjoyed by all the allottees of the Project and agrees not to raise any objections in connection therewith.

- 35.2 The Allottee has been made expressly aware and after considering what has been disclosed to the Allottee by the Promoter, the Allottee has, after taking independent legal advice in respect thereof, agreed that his right to enjoy the Project Common Areas, Amenities and Facilities shall always be subject to a permanent right of easement use and access of the Promoter, their men and agents, the owner(s) and occupants of the Project with whom such Project Common Areas, Amenities and Facilities will be shared. The Allottee has also been made aware and agrees that the Promoter and the owner(s) and occupiers of the other Row Bungalows shall also be entitled to the Project Land and all benefits arising therefrom.
- 35.3 The common areas shall be conveyed to the Association of the allottees of the Project along with the amenities and facilities meant for use of all allottees of the Project, which shall be formed upon obtaining the Completion Certificate in respect of the Project. The Allottee accepts and agrees to furnish the requisite pro rate share of the Stamp Duty and Registration Charges as may be assessed and payable in respect of such transfer of the Project Common Areas, Amenities and Facilities to the Association.
- 35.4 The rights of the Allottee is limited to ownership of the said Row Bungalow and the Allottee hereby accepts the same and shall not, under any circumstances, raise any claim, of ownership, contrary to the above. The Allottee shall only have user rights in the Project Common Areas, Amenities and Facilities to the extent required for beneficial use and enjoyment of the said Row Bungalow, which the Allottee hereby accepts and agrees that the Allottee shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Project Common Areas, Amenities and Facilities.

36. CANCELLATION OF ALLOTMENT:

- 36.1 In the event of cancellation of allotment as envisaged in Clauses 7.5 and 9.3 herein, the Allottee is required by the Promoter to execute and present for registration a Deed of Cancellation of allotment and the Allottee hereby agrees to do so without any claim charge and demand and only on registration of such Deed of Cancellation, shall the Allottee be refunded the balance amounts (if any). The Allottee further understands and agrees to pay the necessary Stamp Duty, registration fees, all other charges and expenses if any, that may be payable for registration of the Deed of Cancellation. The Allottee is aware and understands that on such cancellation, the amounts already paid towards Stamp Duty and registration fee of this Agreement for Sale is non adjustable and non-refundable.
- 36.2 Such refund (after deductions on account of cancellation) shall be made without any interest or compensation and all charges and expenses that may be incurred by the Promoter in making such refund shall be borne by the Allottee.
- 36.3 Upon withdrawal or cancellation of allotment under this Agreement, the Promoter shall have the right to re-allot the said Row Bungalow to any third party thereafter and the prior allotment in favour of the Allottee will stand cancelled. All rights of the Allottee under any allotment letter issued or this Agreement shall also stand terminated simultaneous to such withdrawal or cancellation.
- 36.4 On and from the date of refund of the amount as mentioned in Clauses 9.2 and 9.3 (ii) above, as the case may be, this Agreement shall stand cancelled and the Allottee shall have no right, title and/or interest on the said Row Bungalow, the Project and/or the Project Land or any part or portion thereof, and the Allottee shall further not be entitled to claim any charge on the said Row Bungalow and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding

and conclusive on the parties.

- 36.5 For the avoidance of doubt, it is hereby clarified that the Promoter shall not be held liable, in any manner whatsoever, for any delay in receipt/non-receipt of any refund by the Allottee in accordance with the terms of this Agreement, for any reason, including but not limited to, any delay by postal authorities or due to a change in address of the Allottee (save as provided in this Agreement) or loss in transit.

37. INTERIM MAINTENANCE PERIOD

- 37.1 During the interim maintenance period between obtaining of the completion certificate of Project and formation and operationalization of the Association the Promoter shall through itself or through a facility management company constitute a committee to run, operate, manage and maintain the Project Common Areas, Amenities and Facilities.
- 37.2 The Promoter shall endeavour that the committee responsible for the maintenance and operation of the Project Common Areas, Amenities and Facilities will be required to provide manpower for maintaining the Project Common Areas, Amenities and Facilities wherever required, and to collect maintenance charges and the user charges for the utilities being provided on "pay by use" basis, if any.
- 37.3 The maintenance and management of Project Common Areas, Amenities and Facilities by the committee will primarily include but not limited to maintenance of games room, community room, gymnasium, swimming pool, water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies,

insurance, lifts and staircases, AMCs etc. It will also include safety and security of the Project such as fire detection and protection and management of general security and control of the Project.

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

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

38. FORMATION OF ASSOCIATION

38.1 The Promoter shall, in accordance with Applicable Laws, call upon the respective row bungalow owners to form an association ("**ASSOCIATION**"), and it shall be incumbent upon the Allottee to join the Association as a member and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the same. The Allottee shall pay the necessary subscription and/or membership amounts, together with the proportionate costs and expenses for (i) formation of the Association, and (ii) transfer of the Project Common Areas, Amenities and Facilities to the Association, including but not limited to the proportionate cost towards stamp duty and registration costs, if any. The Allottee agrees to co-operate with the Promoter without any demand or delay to have the Project Common Areas, Amenities and Facilities transferred to the Association by attending the execution and registration

of the Deeds of Transfer / Sale made in favour of the Association if so required and further agrees to bear the proportionate cost of such transfer, as may be assessed by the Promoter or the Association or Registration Authority. In case the Allottee refuses to and/or delays in getting such transfer done within the time required by the Promoter or the Act or Rules or Regulations or any other laws applicable from time to time, then the Promoter shall as the constituted attorney of the Allottee be entitled to execute such Deeds of Transfer and present the same for registration before the appropriate authority / Registrar and to also do all such acts and deeds, as are consequent and/or incidental thereto. The Allottee hereby authorizes the Promoter to take all necessary steps in this connection on his/her/their/its behalf, and further the Allottee agrees to comply with and/or adhere to all the applicable laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association.

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

38.3 Upon formation of the Association, the Promoter shall hand over the Project Common Areas, Amenities and Facilities together with the relevant documents and plans pertaining thereto, to the Association within such time period and in such

manner as prescribed under Applicable Laws (hereinafter referred to as the **"Handover Date"**). Save as provided herein, on and from the Handover Date, the Association shall, inter alia, become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations etc., as may from time to time have been procured / obtained / entered into by the Promoter and the Association shall be responsible for proper safety and maintenance of the Project and upkeep of all fixtures, equipment and machinery provided by the Promoter, and the Promoter shall upon such hand over stand automatically discharged of any liability and/or responsibility in respect thereof and the Allottee and the Association shall keep each of the Promoter fully saved, harmless and indemnified in respect thereof.

- 38.4 The Allottee agrees and undertakes to deposit a non-interest bearing security deposit (as specified in the Payment Plan) with the Promoter, which deposit shall be pooled into a Maintenance Deposit. The Allottee agrees and acknowledges that such Maintenance Deposit shall be handed over to the Association by the Promoter, without any interest, after adjusting/deducting therefrom all amounts then remaining due and payable by the Allottee or the several other allottees of the Project on account of outstanding maintenance and common charges and expenses payable to the Promoter, together with interest thereon. Such amount(s), if any, thus transferred shall be held by the Association on behalf of and on account of the Allottee and the other allottees of the Project. The Allottee undertakes to make good and pay to the Association all such amounts that may be deducted/adjusted as aforesaid by the Promoter as due and payable by the Allottee and/or to replenish any shortfalls caused on account of the Allottee. The Promoter shall not be held

liable, in any manner whatsoever, for any shortfall in the Maintenance Deposit due to the above adjustments or otherwise after the handover of the Maintenance Deposit by the Promoter to the Association and the Allottee and the Association shall jointly and severally keep the Promoter indemnified for the same.

38.5 The Allottee acknowledges and agrees to allow the Promoter to adjust any receivables and/ or dues towards common charges and expenses from the Maintenance Deposit before the same is handed over to the Association. The Allottee hereby agrees and undertakes to bear all taxes that may be levied on the Promoter on account of making such adjustments and/or on account of the Promoter transferring/handing over the Maintenance Deposit to the Association. On any such adjustments being made from the Maintenance Deposit, the Allottee hereby undertakes to make good the resultant shortfall in the Maintenance Deposit within 15 (fifteen) days of a demand made by the Association with respect thereto.

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

38.7 The Allottee expressly agrees and acknowledges that it is obligatory on the part of the Allottee to regularly and punctually make payment of the proportionate share of the common charges and expenses in the manner and at such intervals and at such

rates as may be decided by the Promoter or the Association and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the right of the other allottees and/or occupiers in the Project.

Further, it is clarified that the cost of such maintenance from the date of the Allottee taking over physical possession and/or from the Deemed Date of Possession, whichever is earlier, is payable by the Allottee for the Row Bungalow proportionately in the manner as provided in this Agreement and/or as may be so decided by the Promoter and/or the Association as the case may be,

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

38.9 Without prejudice to the rights available under this Agreement, in the event that any amount payable to the Promoter or the Association is not paid within 2 (two) months from the date of the notice in this regard, the Allottee, subject to Applicable Laws, shall not be allowed to use and enjoy the Project Common Areas, Amenities and Facilities and the Promoter or the Association, as the case may be, shall also be entitled to take such further steps as it may reasonably determine for recovery of the said amounts including but not limited to claiming interest at the prevailing Prime Lending Rate of the State Bank of India plus two per cent per annum.

38.10 It has been agreed by the parties that the Association of all the allottees of the Project as and when the Project is completed in its entirety shall own in common all Project Common Areas, Amenities and Facilities together with all easement rights and appurtenances belonging thereto.

39. Club

39.1 The Promoter proposes to set up a club for use of the residents in the Project (the "Club"). The Club will form part of the Common Areas of the Project and will be handed over to the Association in due course. During the interim maintenance period, the Club shall be managed by the Promoter either by itself or through its nominee.

39.2 The Allottee shall be entitled to the facilities of a club within the Project ("Club") along with the other allottees and/or occupiers of the row bungalows in the Project. The operational costs/charges of the Club shall form part of the common charges and expenses.

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

- 39.4 On failure of the Allottee to regularly pay the charges, subscriptions, etc. in respect of the Club, the Promoter or the Association, as the case may be, shall be entitled to restrict the Allottee's entry to the Club and withdraw all the privileges of the Club to the Allottee, and the Allottee hereby gives his/her/its unfettered consent to the same.
- 39.5 The Allottee shall be allowed to allow their guests to use the Club facilities, on payment of the prescribed guest charges and in accordance with the rules and regulations of the Club.
- 39.6 The Allottee hereby agrees and acknowledges that some of the facilities at the Club shall be available to the members of the Club, subject to payment of the monthly subscription only, while other facilities will be available on "pay by use" basis over and above the monthly subscription or such other basis as may be decided by the Promoter/Association.
- 39.7 The Club facilities will be operational only after the majority of the allottees of the row bungalows have moved into the Project and also only after the club management and/or the Promoter getting suitable professional operator at a reasonable cost for operating such club facilities so that the Club may be run as a viable and not loss making concern.
- 39.8 The Allottee understands and accepts that all the facilities of the Club may not get ready/operational for use at the time the possession of the Row Bungalow is handed over to the Allottee. However, if at that time some of the Club facilities are made operational,

then, and in that event, the Allottee as a member of the Club, shall be entitled to use all those facilities which have been made operational and shall pay such charges as may be then decided by the Promoter/Association/maintenance body.

39.9 In case the Row Bungalow is transferred by the Allottee, the membership of the Club will automatically stand transferred to the transferee of the Row Bungalow and the Allottee will automatically cease to be member/user of the Club.

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

40. Allottee's Covenants:

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

40.1 Allottee to mutate and pay rates & taxes:

The Allottee shall (1) pay all fees and charges and cause mutation in the name of the Allottee in the records of the [•] at its own cost and expenses and (2) bear and pay the rates & taxes including municipal taxes, land tax (Khazna), levies, surcharge, deposits including security deposits, assessment, together with interest thereon and all other outgoings (proportionately for the Project and wholly for the said Row Bungalow from the Possession Date and until the said Row Bungalow is separately mutated and assessed

FOX & MANDAL

in favour of the Allottee) , on the basis of the bills to be raised by the Promoter/Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the aforesaid bills.

40.2 Allottee to pay maintenance charge:

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

40.3 Charge/Lien:

The Promoter shall have first charge and/or lien over the said Row Bungalow for all amounts due and payable by the Allottee to the Promoter provided however if the said Row Bungalow is purchased with assistance of a financial institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution provided all dues payable to the Promoter are cleared by the Allottee and/or such financial institution.

40.4 In continuation of the provisions of Clause 12 herein, the Allottee hereby agrees and records its consent that the Promoter shall not be liable to rectify any defect in terms of Clause 12 occurring under the following circumstances:

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

repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.

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

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

41. Obligations of Allottee:

- 41.1 The Allottee shall observe, perform and fulfil the covenants, stipulations, restrictions and obligations required to be performed by the Allottee herein, including but not limited to those mentioned in the **SIXTH SCHEDULE** hereunder written. The Allottee hereby

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accepts, confirms and declares that the covenants stipulations, restrictions and obligations of the Allottee as contained in this Agreement shall (A) run perpetually; and (B) bind the Allottee and his/its successors-in-title or interest and that the Allottee shall be responsible for any loss or damages arising out of breach of any of the conditions contained in this Agreement.

42. Promoter's Covenant:

- 42.1 The Promoter covenants with the Allottee and admits and accepts that during the subsistence of this Agreement, subject to its right to obtain project loan as above, the Promoter shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person in respect of the said Row Bungalow, subject to the Allottee fulfilling all terms, conditions and obligations of this Agreement.

43. General Covenants:

- 43.1 That the Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and/or the said Plot on which the Row Bungalow is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- 43.2 That the Allottee shall pay to the Promoter or the Association, as the case may be, within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the Row Bungalow.

- 43.3 That if the Allottee lets out or sells the said Row Bungalow, the Allottee shall immediately notify the Promoter or the Association, as the case may be, of the tenant's/transferee's details, including address, email-id and telephone number.
- 43.4 That the Allottee shall not make or create do or permit to be made or created any new window, doorways, path, passage, drain or other encroachment or easement to be made in the said Row Bungalow;
- 43.5 That the Allottee shall not use the said Row Bungalow for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;
- 43.6 That the Allottee shall not use the Parking Space, if any, for any purpose other than parking of cars or raise any temporary or permanent construction, wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store articles therein;
- 43.7 That the Allottee shall not shift or alter the position of either the kitchen or the toilets which would affect the drainage system in the said Row Bungalow in any manner whatsoever;
- 43.8 That the Allottee shall not use the name/mark of the Promoter in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the said Row Bungalow and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark of the Promoter;
- 43.9 That the Allottee agrees and acknowledges that the Promoter and the Association shall be entitled to put up any neon sign, hoardings and other display materials on any part or portion of the common areas;

- 43.10 That the Allottee shall remain fully responsible for any domestic help or drivers, maids employed by the Allottee and any pets kept by the Allottee;
- 43.11 That the Allottee shall not refuse or neglect to carry out any work directed to be executed in the said Row Bungalow after he/she/they had taken possession thereof, by a competent authority, or require or hold the Promoter liable for execution of such works;
- 43.12 That the Allottee shall not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the Project.
- 43.13 That the Allottee understands that the Row Bungalow and the said Plot, shall be for the exclusive use and enjoyment of the Allottee mentioned herein. The Allottee covenants that it/he/she shall not interfere with the peaceful enjoyment and maintenance and/or claim any rights thereto or deprive the other allottees to the exclusive use and enjoyment of such individual areas for the use and enjoyment of such allottees.
- 43.14 That the Allottee covenants that it/he/she shall not put up any fencing surrounding the Row Bungalow and the land appertaining thereto.
- 43.15 That the Allottee covenants that it/he/she agrees and states that she/he/it is aware that he/she/it shares the common wall(s) and the boundary wall with the occupant/allottee of the adjacent Row Bungalow and that he/she/it does not have any objection to the same. The Allottee further agrees that he/she/it shall not damage or cause damage to the common wall (s) and/ or the boundary wall and the Allottee further covenants that in the event of any damage caused on the said common wall (s) and/ or the boundary wall by the Allottee the same shall be repaired by the Allottee at his/her own cost and expenses.

- 43.16 That the Allottee shall not park or allow its vehicle to be parked in the pathway or open spaces in the Project or any part or portion thereof, save and except the Parking Space on the said Plot.

44. Nomination by Allottee with Consent:

The Allottee admits and accepts that after the lock in period as mentioned in Clause 44 (b) herein and before the execution and registration of conveyance deed of the said Row Bungalow, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:

(a) Allottee to Make Due Payments:

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

(b) Lock-in Period:

The Allottee cannot nominate any third party before the expiry of a period of 18 months from the date hereof.

(c) Prior Written Permission and Tripartite Agreement:

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

(d) Nomination Fees:

The Allottee shall pay a sum calculated @ 2% of the Total Price , or the Nomination Price whichever is higher, plus applicable taxes, as and by way of nomination fees to the Promoter. It is clarified that inclusion of a new joint allottee or change of a joint allottee shall be treated as a nomination. However nomination fees shall not be payable in case of nomination in favour of parents, spouse, brother, sister or children of the Allottee. Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Allottee paying to the Promoter agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Allottee on or before nomination.

The Allottee admits and accepts that he shall not be entitled to nominate or assign his rights under this Agreement save in the manner indicated above.

45. Future Contingency and Covenant of Allottee:

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

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

SIGNED AND DELIVERED by the
within named **OWNERS** at **Kolkata** in the
presence of:

As the Constituted Attorney of the Owners

SIGNED AND DELIVERED by the
withinnamed **PROMOTER** at **Kolkata** in the
presence of:

SIGNED AND DELIVERED by the
withinnamed **ALLOTTEE** at **Kolkata** in the
presence of:

FIRST SCHEDULE

PART I

(PROJECT LAND)

ALL THAT the piece and parcel of land measuring 16.96 Bighas, be the same a little more or less, together with structures erected thereon comprised in *Dag nos.* 713/1694, 725, 728 (P), 729, 731, 733, 797, 797/1664, 799, 800, 807, 808, 809, 810, 811 (P), 812, 815 (P), 821, 822, 823(P), 824, 829(P) & 889, Khaitan Nos. 1168, 1171, 1170, 1169, 1167, 1160, 1156, 1155, 1154, 1448, 1449, 1447, 1446, 1445, 1468, 1432, 1437, 1435, 1443, 1444, 1462, 1463, 1456, 1457, 1459, 1458, 1441, 1460, 1440, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1439, 1436, 1434, 1433 1543, 1541, 1539, 1537, 1545, 1549, 1522, 1592, 1593, 1594, 1595, 1596, lying and situated at Mouza-Badehugli, J.L. No. 80, P.S. Sonarpur, A.D.S.R.O Sonarpur, Poleghat Gram Panchayat, District-South 24 Parganas, and butted and bounded as follows:

On the North : Dag No. 888, 887, 803, 804, 805, 806, 818, 811(P), 815(P), 820, 829(P)

On the South : Dag No. 798, 732, 734, 728(P), 726, 724, 713, 825, 826, 705, 828.

On the East : Eastern Metropolitan Bye Pass

On the West : Panchayat Road, Dag No. 794, 795, 796, 798, 732.

The Project Land is comprised of aforesaid Dags in the following manner:

SL. No.	L.R. Dag No.	Area (in decimals)
1	725	23
2	729	14
3	731	32

SL. No.	L.R. Dag No.	Area (in decimals)
4	733	17
5	797	14
6	799	57
7	800	36
8	807	17
9	808	31
10	809	34
11	810	12
12	811 (P)	52
13	812	53
14	815 (P)	43.56
15	821	34
16	822	16
17	823 (P)	4.75
18	824	3
19	829 (P)	26.45
20	889	10
21	713/1694	11
22	728 (P)	10
23	797/1664	10
Total		560.76

PART II

(DETAILS OF OWNERSHIP OF THE OWNERS)

- A. The Owners herein from time to time have purchased the Project Land and the details of such purchase is as follows:

Mouza - Badehugli, J.L. - 80, P.S. - Sonarpur, Dist. 24 Parganas (S)							
SL. No.	L.R. Dag No.	Total Area in Decimals	Purchased area in decimal	Name of Owners	Deed Nos. & year	Date of Regn	khatian Nos.
1	821	34	34	Ebony Buildcon LLP	3327/201	11.04.2012	1168
				Ebony Tower Pvt. Ltd.	2		1171
				Ebony Enclave Pvt. Ltd.			1170
				Ebony Complex LLP			1169
				Ebony Developers Pvt. Ltd.			1167
				Eligible Devcon Pvt. Ltd.			1160
2	822	16	16	Ebony Buildcon LLP	3334/201	11.04.2012	1168
				Ebony Tower Pvt. Ltd.	2		1171
				Ebony Enclave Pvt. Ltd.			1170
				Ebony Complex LLP			1169

				Ebony Developers Pvt. Ltd.			1167
				Eligible Devcon Pvt. Ltd.			1160
3	823(P)	10	4.75	Ebony Buildcon LLP	3334/201	11.04.2012	1168
				Ebony Tower Pvt. Ltd.	2		1171
				Ebony Enclave Pvt. Ltd.			1170
				Ebony Complex LLP			1169
				Ebony Developers Pvt. Ltd.			1167
				Eligible Devcon Pvt. Ltd.			1160
4	824	3	3	Ebony Buildcon LLP	3327/201	11.04.2012	1168
				Ebony Tower Pvt. Ltd.	2		1171
				Ebony Enclave Pvt. Ltd.			1170
				Ebony Complex LLP			1169
				Ebony Developers Pvt. Ltd.			1167
				Eligible Devcon Pvt. Ltd.			1160

5	829 (P)	66	26.45	Interface Developers Pvt. Ltd.	3427/201 2	11.04.2012	1156
				Imagine Infra Projects LLP			1155
				Wonder Realestate Pvt. Ltd.			1154
6	713/1 694	11	11	Roxy Realtors pvt. Ltd	1681/201 6	11.03.2016	1448
				Settlement Realtors pvt. Ltd	1680/201 6		1449
				Rajat Foundation pvt. Ltd.	4203/201 2,	22.05.2012 14.06.2017	1447
				Rosine Nirman LLP	3020/201		1446
				Dhansanchay Properties LLP	7		1445
				Prosperous Infrastructure LLP	7105/201 5	24.09.2015	1468
				Marvelous Buildcon LLP	7294/201 6,	08.12.2016	1432
				Remarkable Abasan Pvt. Ltd.	7296/201 6,		1437
				Richtouch Realestate Pvt. Ltd.	7339/201 6,	13.12.2016	1435
				Siddhibhumi Housing	7340/201		1443

				Pvt. Ltd.	6,		
				Skyspace	7550/201	22.12.2016	1444
				Infrastructure Pvt. Ltd.	6		
7	809	34	34	Roxy Realtors Pvt. Ltd	1681/201	11.03.2016	1448
					6		
				Settlement Realtors	1680/201		1449
				Pvt. Ltd	6		
				Rajat Foundation Pvt.	4203/201	22.05.2012	1447
				Ltd.	2,	14.06.2017	
				Rosine Nirman LLP	3020/201		1446
				Dhansanchay	7		1445
				Properties LLP			
				Prosperous	7105/201	24.09.2015	1468
				Infrastructure LLP	5		
				Marvelous Buildcon	7294/201	08.12.2016	1432
				LLP	6,		
				Remarkable Abasan	7296/201		1437
				Pvt. Ltd.	6,		
				Richtouch Realestate	7339/201	13.12.2016	1435
				Pvt. Ltd.	6,		
				Siddhibhumi Housing	7340/201		1443
				Pvt. Ltd.	6,		
				Skyspace	7550/201	22.12.2016	1444
				Infrastructure Pvt. Ltd.	6		

8	810	12	12	Roxy Realtors pvt. Ltd	1681/201 6	11.03.2016	1448
				Settlement Realtors pvt. Ltd	1680/201 6		1449
				Rajat Foundation pvt. Ltd.	4203/201 2,	22.05.2012 14.06.2017	1447
				Rosine Nirman LLP	3020/201		1446
				Dhansanchay Properties LLP	7		1445
				Prosperous Infrastructure LLP	7105/201 5	24.09.2015	1468
				Marvelous Buildcon LLP	7294/201 6,	08.12.2016	1432
				Remarkable Abasan Pvt. Ltd.	7296/201 6,		1437
				Richtouch Realestate Pvt. Ltd.	7339/201 6,	13.12.2016	1435
				Siddhibhumi Housing Pvt. Ltd.	7340/201 6,		1443
				Skyspace Infrastructure Pvt. Ltd.	7550/201 6	22.12.2016	1444
9	731	32	32	Dhiman Realtors Pvt. Ltd.	5618/201 5,	30.06.2015	1462

				Fennel Infracon Pvt. Ltd.	5619/201 5,		1463
				Fancy Infracon Pvt. Ltd.	5620/201 5 5621/201 5		1456
10	797	14	14	Astonising Developers Pvt. Ltd.	6508/201 4	20.08.2014	1457
				Attractive Housing Pvt. Ltd.	6509/201 4		1459
				Enjoyment Projects Pvt Ltd.			1458
				Greenhigh Realcon Pvt. Ltd.			1441
				Greenimage Realty Pvt. Ltd.			1460
				Pleasure Tower Pvt. Ltd.			1440
11	799	57	57	Astonising Developers Pvt. Ltd.	6510/201 4,	20.08.2014	1457
				Attractive Housing Pvt. Ltd.	6511/201 4,		1459
				Enjoyment Projects Pvt	6512/201		1458

				Ltd.	4,		
				Greenhigh Realcon Pvt.	6513/201		1441
				Ltd.	4,		
				Greenimage Realty Pvt.	6514/201		1460
				Ltd.	4,		
				Pleasure Tower Pvt.	6515/201		1440
				Ltd.	4		
					6516/201		
					4		
12	807	17	17	Quickgrow Properties	4199/201	03.06.2014	1269
				LLP	4		
				Rajat Projects Pvt. Ltd.	4202/201		1270
				Rosette Properties Pvt.	4		1271
				Ltd.			
				Sapnasuraha Nirman			1273
				Pvt. Ltd.			
				Gajgamani Realcon LLP			1274
				Lovedeal Nirman LLP			1275
				Alokbarsha Properties			1276
				Pvt. Ltd.			
				Sukalyan Properties			1277
				Pvt. Ltd.			
				Mangalbarsha			1278
				Properties LLP			

				Magnetictouch Properties Pvt. Ltd.			1279
				Jagran Properties Pvt. Ltd.			1280
				Aqualina Properties LLP			1281
				Touchwin Properties LLP			1282
				Subhakamana Developers Pvt. Ltd.			1283
				Rudramala Realty Pvt. Ltd.			1284
13	808	31	31	Quickgrow Properties LLP	4196/201 4,	03.06.2014	1269
				Rajat Projects Pvt. Ltd.	4197/201 4,		1270
				Rosette Properties Pvt. Ltd.	4203/201 4		1271
				Sapnasuraha Nirman Pvt. Ltd.	4204/201 4		1273
				Gajgamani Realcon LLP			1274
				Lovedeal Nirman LLP			1275
				Alokbarsha Properties Pvt. Ltd.			1276
				Sukalyan Properties			1277

				Pvt. Ltd.			
				Mangalbarsha Properties LLP			1278
				Magnetictouch Properties Pvt. Ltd.			1279
				Jagran Properties Pvt. Ltd.			1280
				Aqualina Properties LLP			1281
				Touchwin Properties LLP			1282
				Subhakamana Developers Pvt. Ltd.			1283
				Rudramala Realty Pvt. Ltd.			1284
				Rajat Foundation Pvt Ltd			1272
14	811 (P)	68	52	Quickgrow Properties LLP.	4184/201 4,	03.06.2014	1269
				Rajat Project Pvt. Ltd.	4194/201 4,		1270
				Rosette Properties Pvt. Ltd.	4195/201 4		1271
				SapnasurahaNirman Pvt. Ltd.	4198/201 4		1273
				GajgamaniRealcon LLP			1274

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				LovedealNirman LLP	4182/201		1275
				Alokbarsha Properties Pvt. Ltd.	4		1276
				Sukalyan Properties Pvt. Ltd.	4		1277
				Mangalbarsha Properties LLP			1278
				Magnetictouch Properties Pvt. Ltd.			1279
				Jagran Properties Pvt. Ltd.			1280
				Aqualina Properties LLP			1281
				Touchwin Properties LLP			1282
				Subhakamana Developers Pvt. Ltd.			1283
				Rudramala Realty Pvt. Ltd.			1284
15	812	53	53	Quickgrow Properties LLP.	4185/201	03.06.2014	1269
				Rajat Project Pvt. Ltd.	4186/201		1271
				Rosette Properties Pvt. Ltd.	4188/201		1272
				SapnasurahaNirman	4,		1273

				Swarnachura Properties Pvt. Ltd.	5307/201 4,		1434
				Ultrafocus Properties Pvt. Ltd.	5308/201 4, 5309/201 4 5310/201 4		1433
17	800	36	36	Aadrika Commercial Pvt. Ltd.	2641/201 7	25.05.2017 02.03.2019	1541
				Exceptional Properties LLP	2160/201 9		1543
				Petunia Commotrade Pvt. Ltd.			1537
				Ebony Complex LLP			1545
				Ebony Buildcon LLP			1539
18	889	10	10	Fabulous Nirman Pvt. Ltd.	4823/201 7	11.09.2017	1549
19	797/1 664	10	10	Aadrika Distributors Pvt. Ltd.	6470/201 7, 0585/201	13.12.2017, 01.02.2018, 07.03.2018,	1522

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					8, 1308/201 8 3005/201 8	15.05.2018	
20	729	14	14	Rajat Blisscity Infrastructure Pvt. Ltd.	1069/201 9	19.02.2019	1594
				Dayaswarup Commodeal Pvt. Ltd.			1592
21	725	23	23	Roxy Realtors Pvt. Ltd	1681/201 6	11.03.2016	1448
				Settlement Realtors Pvt. Ltd	1680/201 6		1449
				Rajat Foundation Pvt. Ltd.	4203/201 2,	22.05.2012 14.06.2017	1447
				Rosine Nirman LLP	3020/201		1446
				Dhansanchay Properties LLP	7		1445
				Prosperous Infrastructure LLP	7105/201 5	24.09.2015	1468
				Marvelous Buildcon LLP	7294/201 6,	08.12.2016	1432
				Remarkable Abasan	7296/201		1437

				Private Limited	6,		
				Richtouch Realestate	7339/201	13.12.2016	1435
				Private Limited	6,		
				Siddhibhumi Housing	7340/201		1443
				Private Limited	6,		
				Skyspace	7550/201	22.12.2016	1444
				Infrastructure Private Limited	6		
22	733	17	17	Dayaswarup	2434/201	16.05.2018	1592
				Commodeal Pvt. Ltd.	8	19.02.2019	
				Ultrashine Real Estate	1069/201		1593
				Pvt. Ltd.	9		
				Quickgrow Housing			1595
				Pvt. Ltd.			
23	728(P)	20	10	Durvish Shoppers Pvt.	1727/201	19.03.2019	1596
				Ltd.	9		

B. By virtue of a Joint Development Agreement dated 16th July, 2020 made between the Owners herein , therein referred to as the Owners of the One Part and the Promoter herein, therein referred to as the Developer of the Other Part and registered with the office of Additional Registrar of Assurances IV, Kolkata in Book No. I, Vol No. 1904-2020, Pages 201900 to 202143 being Deed No. 190403397 for the year 2020, the Owners therein at and for the consideration therein mentioned appointed the Promoter herein as the Developer, for development of a real estate project on the Project Land.

- C. Subsequent thereto by a Power of Attorney dated 24th September, 2020 and registered with the Additional Registrar of Assurances IV, Kolkata in Book No. I, Volume No. 1904-2020, Pages 258636 to 258819, Being No. 190404394 for the year 2020, the Owners have appointed the Promoter as their Constituted Attorney and have authorized the Promoter to act in their place and stead and to represent them in all matters and purposes concerning the said Project.

SECOND SCHEDULE

PART I

(SAID ROW BUNGALOW)

DESCRIPTION OF THE ROW BUNGALOW

ALL THAT the residential Row Bungalow No. [•] having carpet area of [•] square feet more or less, along with balcony having an area of [•] square feet more or less, built up area of [•] sq ft more or less Together with the piece or parcel of land thereunto belonging whereon or on part whereof the said Row Bungalow will be developed and containing an area of [•] sq ft more or less being demarcated portion of the Project Land and comprised in Dag Nos. [•] ("said Plot") along with [•] parking space (s) ("Parking Space") on the said Plot, Together With the right to use proportionate indivisible share in the Common Areas, Amenities and Facilities of the Project, as and when they are constructed or made ready and fit for use, to be used with all other allottees of the Project (**Project Common Areas, Amenities and Facilities**) in the Project named Southern Vista at Mouza-Badehugli, J.L. No. 80, P.S. Sonarpur, A.D.S.R.O Sonarpur, Poleghat Gram Panchayat, District-South 24 Parganas.

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The layout of the Row Bungalow and the Parking Space are delineated on the plan being Annexure A annexed hereto and bordered in colour Green thereon.

PART II

(SPECIFICATIONS OF THE ROW BUNGALOW)

Structure: Earthquake resistant RCC framed structure

Brickwork: Fly ash bricks/AAC blocks

Doors:

Main Door: Decorative flush door

Other Doors: Flush door

Balcony: Aluminium sliding door with full glazing

Roof Door: Wood-plastic composite door

Door handles, locks and hinges are of reputed make

Windows: Anodized / Powder coated aluminium with clear glazing

Flooring:

Main Entrance: Tiles / Natural stone

Living & Dining, Bedrooms, Kitchen, Balcony: Vitrified tiles (2ft x 2ft)

Staircase: Vitrified tiles / Natural stone

Toilet: Anti-skid ceramic tiles

Roof: Heat reflective tiles

Parking: Paver blocks with grass in the middle

Electricals:

Concealed wiring with modular switches of reputed make

Provision for television point in living room, family room and all bedrooms

Provision for telephone, intercom and broadband points in living room and family room

Kitchen: Electrical points for light, fan, refrigerator, water purifier, microwave, mixer grinder, exhaust fan, chimney and washing machine (except D type Row Bungalow)

Toilet: Electrical points for light, geyser, hairdryer and exhaust fan

(Note: Geyser point will not be provided on roof toilet of A & A2 Row Bungalows)

Adequate electrical points in living & dining, all bedrooms, kitchen, toilet, parking area, backyard and roof

Kitchen:

Counter: Granite slab with stainless steel sink

Wall: Wall tiles up to 2ft height over granite counter top, rest gypsum/putty finish

Toilet:

Counter: Granite basin counter in all toilets

Wall: Ceramic tiles up to door height, rest gypsum/putty finish

Sanitary ware: Sanitary ware of reputed make

CP Fittings: CP fittings of reputed make

Plumbing provision for hot and cold water

Railing:

Balcony & Staircase: MS railing

Wall Finish:**Internal Wall:** Gypsum/Putty finish**Ceiling:** Putty finish**Exterior:** Weather shield exterior grade paint/wall cladding**Air Conditioner:**

Provision for one no. split AC in living and dining, family room and all bedrooms

Power Back Up:

Row Bungalow Type	Power Backup
Row Bungalow Type A, A1, A2-Corner 1, A2-Corner 2, D	1000 watts
Row Bungalow Type B, B1-Corner1, B1-Corner 2, C, C1, C2, C3 & C4	1200 watts

THIRD SCHEDULE**(PROJECT COMMON AREAS AND AMENITIES)**

- A.** Entire Project Land other than the land of the several plots sold to the different allottees of the Project.

B. Club:

1. AC community cum multipurpose hall with lawn along with pantry and toilet
2. AC gymnasium
3. AC indoor games room
4. Swimming pool along with deck
5. Kid's pool
6. Male and female separate changing room with toilets and steam room
7. Multi-activity zone
8. Stepped water feature
9. Amphitheatre
10. Outdoor children's play area

C. Smart Security System:

1. 24x7 security post with elegant gate house
2. Boom barrier installed on the main gate
3. 24 x7 CCTV surveillance at main entrance and common area
4. Intercom connectivity
5. State of the art IP video door phone within every bungalow

D. Other Facilities:

1. Junction pavilion
2. Pond along with water edge plantation and Coconut Palm avenue

3. Seating square
4. Adda park
5. Walkway, Jogging & Cycling track
6. Sewage treatment plant
7. Fire fighting system
8. Central garbage collection system
9. 24 x 7 power back up in common area
10. Water treatment plant
11. 24 x 7 water supply
12. Facility management service

FOURTH SCHEDULE

PAYMENT PLAN (ROW BUNGALOW)

The Total Price and the additional charges shall be paid by the Allottee in the following manner:

Booking Amount (on date of application)	10% of the Row Bungalow Price + GST
On Execution of Agreement for Sale (within 30 days of application)	10% of the Row Bungalow Price + GST
On Completion of Ground Floor Slab Casting	20% of the Row Bungalow Price + 50% of Club Charges + 50% of Generator , Transformer & Electricity Expenses + 50% of Legal charges + 50% of Incidental Charges + GST

On Completion of Ultimate Floor Roof Casting	20% of the Row Bungalow Price + 50% of Club Charges + 50% of Generator , Transformer & Electricity Expenses + GST
On Completion of Internal Brickwork of the Bungalow	20% of the Row Bungalow Price + GST
On Completion of the Bungalow	10% of the Row Bungalow Price + GST
On Offer of Possession	10% of the Row Bungalow Price + 50% of Legal charges + 50% of Incidental Charges + Charges for Formation of Association + Maintenance Deposit + GST

***Any extra cost over and above the rate mentioned above, if incurred by the Promoter at the time of installation of the transformer and electricity connection shall be charged proportionately on actual basis.

**FIFTH SCHEDULE
(TOTAL PRICE)**

<u>Particulars</u>	<u>Amount in (Rs.)</u>
A. <u>Row Bungalow Price</u>	
B. <u>Extra Charges:</u>	

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Club Charges @ of Rs. 100/- per sq ft of built up area:	_____-/-
Generator, Transformer & Electricity Expenses @ Rs. 100/- per sq ft of built up area:	_____-/-
Legal Charges :	<u>20,000/-</u>
Formation of Association:	<u>5000/-</u>
Incidental Charges:	<u>10,000/-</u>
C. <u>Applicable Goods and Service Tax</u>	_____-/-
<u>TOTAL PRICE (A+B+C)</u>	_____-/-

SIXTH SCHEDULE

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

The Allottee shall:

- (a) **Co-operate in management and maintenance:**

Co-operate in the management and maintenance of the Common Areas Facilities and Amenities by the Promoter/Association (upon formation), as applicable.

(b) Observing Rules:

Observe the rules framed from time to time by the Promoter/Association (upon formation) for the beneficial common enjoyment of the Project Common Areas, Facilities and Amenities.

(c) Paying Electricity Charges:

Pay for electricity and other utilities consumed in or relating to the Said Row Bungalow from the date of fit out.

(d) Meter and Cabling:

Be obliged to draw electricity lines/wires, television cables, broadband data cables and telephone cables to the said Row Bungalow only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other Row Bungalow owners. The main electricity meter shall be installed only at the space designated for common meters. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables, dish antennae or pipes from, to or through any part or portion of and outside walls of the Row Bungalow save in the manner indicated by the Promoter/Association (upon formation).

(e) Connectivity:

The Allottee agrees that the Promoter shall, provide connectivity of cable, telecom/ high speed broadband/ other similar telecom and IT facilities to the Project and/or may enter into agreement /contract (on such terms and conditions and for such period as the Promoter shall decide) with various service providers of its choice for providing these services and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or covered or both) earmarked/ demarcated by the Promoter within the Project and which would be declared to be common facilities by the Promoter. These contracts/ agreements, if any, entered into by the Promoter shall be continued for the period of validity of these contracts/agreements by the Association, who will take over the maintenance and management of Common Areas and thereafter, it may be renewed on terms and conditions as may be decided by the Association.

(f) Residential Use:

Use the said Row Bungalow for residential purpose only. Under no circumstances shall the Allottee use or allow the said Row Bungalow to be used for commercial, industrial or other non-residential purposes. The Allottee shall also not use or allow the said Row Bungalow to be used as a religious establishment, hotel, guesthouse, service bungalow, mess, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

(g) Maintenance of Row Bungalow:

Repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the said Row Bungalow, at the cost of the Allottee.

FOX MANDAL

(h) **Use of Spittoons / Dustbins:**

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

(i) **No Alteration:**

Not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the said Row Bungalow (2) design and/or the colour scheme of the windows, grills (to be installed in accordance with and as prescribed by the Promoter) and the main door of the said Row Bungalow

(j) **No Structural Alteration and Prohibited Installations:**

Not alter, modify or in any manner change the structure or any civil construction in the said Row Bungalow. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Row Bungalow and/or on any external part of the Row Bungalow save and except the roof thereof. In the event the Promoter and/or the Association coming to know of any change made by the Allottee then the Promoter and/or the Association shall be entitled to demolish the changes and restore the said Row Bungalow at the cost of the Allottee. In the event any change is made by the Allottee after the date of Deed of Conveyance, then also the Promoter and/or the Association shall be entitled to demolish the changes and restore the said Row Bungalow to its original position at the cost of the Allottee. The Allottee shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Allottee.

(k) **No Air Conditioning without Permission:**

Not install any window air-conditioning units anywhere in the said Row Bungalow and not to change the manner of installation of air-conditioners in the bedrooms (if any) and in such areas where air-conditioners are not installed by the Promoter to install air-conditioners only in designated areas as approved by Promoter.

(l) No Sub-Division:

Not to sub-divide the said Row Bungalow and the common areas, under any circumstances.

(m) No Change of Name:

Not change/alter/modify the name of the Project from “**Southern Vista**”, unless such change is made by the Promoter in its sole discretion.

(n) No Nuisance and Disturbance:

Not use the said Row Bungalow or the common areas or the Parking Space, if any, 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 Project and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.

(o) No Storage:

Not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.

(p) No Obstruction to Promoter/Association:

Not to obstruct the Promoter/ Association (upon formation) in their acts relating to the common areas, amenities and facilities and not obstruct the Promoter in constructing on other portions of the Project and selling or granting rights to any person on any part of the said Project save and except the said Row Bungalow.

(q) No Obstruction of Common Areas:

Not to obstruct the pathways and passages of the Common Areas or use the same for any purpose other than for ingress to and egress from the said Row Bungalow.

(r) No Violating Rules:

Not to violate any of the rules and/or regulations laid down by the Promoter / Association (upon formation) for the use of the common amenities and facilities.

(s) No Throwing Refuse:

Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefor.

(t) No Injurious Activities:

Not carry on or cause to be carried on any obnoxious or injurious activity in or through the said Row Bungalow, the Parking Space, if any, the common areas, including but not limited to acts of vandalism, putting up posters and graffiti.

(u) No Storing Hazardous Articles:

Not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said Row Bungalow and the common areas.

(v) No Signage:

Not put up or affix any sign board, name plate or other things or other similar articles in the common areas, inside or outside the windows and/or the outside walls of the said Row Bungalow save at the place or places provided therefor provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the said Row Bungalow.

(w) No Floor Damage:

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

(x) No Installation:

Not install or keep or run any generator in the said Row Bungalow and the Parking Space ,if any. The Allottee hereby also accepts not install any collapsible gate/grill outside the main door / entrance of the Row Bungalow and also not to install any grill/ collapsible gate on the balcony or verandah and/or terrace;

(y) No Misuse of Water:

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

(z) No Damage to Common Portions:

Not damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Allottee or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same.

(aa) No Hanging Clothes:

Not to hang or cause to be hung clothes from the balconies, windows or any other portion of the said Row Bungalow.

(bb) No Smoking in Public Places:

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

(cc) No Plucking Flowers:

Not pluck flowers or stems from the gardens.

(dd) No Littering:

Not throw or allow to be thrown litter in the common areas of the Project.

(ee) No Trespassing:

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

(ff) No Covering of Common Portions:

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

(gg) Pay Goods & Service Tax:

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

(hh) Affix Nameplate:

Affix nameplate at the designated place only.

(hh) Notification regarding Letting/Transfer:

If the Allottee lets out or transfers the said Row Bungalow, the Allottee shall immediately notify the Promoter/Association (upon formation) of the tenant's/transferee's name, address and telephone number.

(ii) ___No Right in Other Areas:

Not have any right, title and interest, claim or entitlement whatsoever over or in respect of the Project save and except the Said Row Bungalow and the Allottee shall not raise any dispute or make any claim with regard to the Promoter either constructing or not constructing the other portions of the Project.

MEMO OF CONSIDERATION

Received Rupees _____/- (Rupees _____ only)
towards part of the Total Price of the Row Bungalow as per the terms of this Agreement.

Promoter

For ARIZUMA PROJECTS LLP
Sanjiv Kumar
Designated Partner

Dated this day of , 2020

BETWEEN

AQUALINA PROPERTIES LLP & 57 OTHERS

... OWNERS

AND

ARIZUMA PROJECTS LLP

... PROMOTER

AND

... ALLOTTEE

For ARIZUMA PROJECTS LLP


Designated Partner

AGREEMENT FOR SALE

FOX & MANDAL,

Advocates,

206, A.J.C. Bose Road,

Kolkata.

FOX & MANDAL
ADVOCATES & ARCHITECTS