

ANNEXURE 'A'

[See rule 9]

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this _____ day of _____, 20____,

By and Between

(1) **SMT BANDANA MUKHERJEE** (PAN No – BFCPM8880A, Aadhaar No – 9399 7238 9167) Widow of Late Arunangshu Kumar Mukherjee, by faith Hindu, by occupation House Wife, by Nationality Indian, residing at 531, Rabindra Sarani P.O. Baghbazar, P.S. –Shyampukur, Kolkata – 700003. (2) **SRI SANDIP KUMAR MUKHERJEE** (PAN No – ADMPPM 5578J, Aadhaar No – 5627 5482 6714) Son of Late Sudhanshu Mukhopadhyay, by Faith Hindu, by Occupation – Service, by Nationality Indian, residing at 531, Rabindra Sarani P.O. Baghbazar, P.S. –Shyampukur, Kolkata – 700003. (3) **SRI JOYDIP MUKHOPADHYAY** (PAN No- AJDPM4991Q, Aadhaar No – 2482 6363 2390) Son of Late Sudhanshu Mukhopadhyay, by Faith Hindu, by Occupation – Service, by Nationality Indian, residing at 531, Rabindra Sarani P.O. Baghbazar, P.S. – Shyampukur, Kolkata – 700003. hereinafter referred to as the **"THE OWNERS"** (which term or expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives, successors and assigns), of the **"FIRST PART**

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AND

KALPANA HEADHIGHS a partnership firm (PAN No – AANFK1372J) , having its office at 3 Balaram Ghosh Street Kolkata – 700003, W.B. being represent by its partners (1) **SRI RAJA ROYCHOWDHURY**, (PAN NO : BMTPR4942J & Aadhaar no 4600 1522 2268) Son of Late Anil Roychowdhury, by faith Hindu, by occupation Business. by Nationality Indian, Residing at Flat No A-6, 2, Ananda Chatterjee Lane P.O. Baghbazar, P.S. – Shyampukur, Kolkata – 700004, W.B. (2) **SMT RASHMI ROYCHOWDHURY**, wife of Raja Roychowdhury (PAN NO : AGDPR9208G & Aadhaar No – 5273 6448 5205), by faith Hindu, by occupation Business. by Nationality Indian, Residing at Flat No A-6, 2, Ananda Chatterjee Lane P.O. Baghbazar, P.S. – Shyampukur, Kolkata – 700004, W.B. (3) **SMT RAYA ROYCHOWDHURY**, Daughter of Raja Roychowdhury (PAN NO : BMTPR4942J & Aadhaar No : 936153463256), by faith Hindu, by occupation Business. by Nationality Indian, Residing at Flat No A-6, 2, Ananda Chatterjee Lane P.O. Baghbazar, P.S. – Shyampukur, Kolkata – 700004, W.B. (4) **SMT KALPANA ROYCHOWDHURY** (PAN NO : AJOPR6758B & Aadhaar No : 7706 4580 0057) wife of Late Anil Roychowdhury, by faith Hindu, by occupation Business. by Nationality Indian, Residing at Flat No A-6, 2, Ananda Chatterjee Lane P.O. Baghbazar, P.S. – Shyampukur, Kolkata – 700004, W.B.

SRI RAJA ROYCHOWDHURY, (PAN NO : BMTPR4942J & Aadhaar no 4600 1522 2268) Son of Late Anil Roychowdhury, by faith Hindu, by occupation Business. by Nationality Indian, Residing at Flat No A-6, 2, Ananda Chatterjee Lane P.O. Baghbazar, P.S. – Shyampukur, Kolkata – 700004, W.B. is the “Managing Partner and Authorized Signatory” of the said firm registered as per Indian Partnership Act 1932, (Act IX of 1932) vide Registration no : **L77717** hereinafter called and referred to as the **THE DEVELOPER** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, successors, successors in office and assigns) of the **SECOND PART**.

AND

[If the Allottee is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business /

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residence at _____, (PAN _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

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

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A. The Promoter is the absolute and lawful owner of [Please insert land details as per laws in force] _____ totally admeasuring _____ square meters situated at in Mouza, Block & District _____ ("Said Land") vide sale deed/ lease deed(s) dated _____ registered at the office of the Registrar /Sub-Registrar/ Additional Registrar of Assurance _____ in Book No _____ Voucher No _____ Pages from _____ to _____ bearing being No _____ of the year _____

[OR]

- B. _____ ("Owner") is the absolute and lawful owner of [Please insert land details as per laws in force] _____ totally admeasuring _____ square meters situated at _____ in Mouza, Block & District ("Said Land") vide sale deed/ lease deed(s) dated _____ registered at the office of the Registrar /Sub-Registrar/ Additional Registrar of Assurance _____ in Book No _____ Voucher No _____ Pages from _____ to _____ bearing being No _____ of the year _____,

The Owner and the Promoter have entered into a [collaboration/development/joint development] agreement dated _____ registered at the office of the Registrar /Sub-Registrar/ Additional Registrar of Assurance _____ in Book No _____ Voucher No _____ Pages from _____ to _____ bearing being No _____ of the year _____

- C. The Said Land is earmarked for the purpose of building a [commercial/residential/any other purpose] project, comprising _____ multistoried apartment buildings and [insert any other components of the Projects] and the said project shall be known as ' _____ ' ("Project");

[OR]

The Said Land is earmarked for the purpose of plotted development of a [commercial/residential/any other purpose] project, comprising _____ plots and [insert any other components of the Projects] and the said project shall be known as ' _____ ' ("Project");

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority.

- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed;
- E. The _____ [Please insert the name of the concerned competent authority] has granted

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the commencement certificate to develop the Project vide approval dated bearing no. _____;

- F. The Promoter has obtained the final layout plan approvals for the Project from _____
[Please insert the name of the concerned competent authority]. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- G. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no. _____; on _____ under registration no. _____
- H. The Allottee had applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, type _____, on _____ floor in [tower/block/building] no. ("Building") along with garage/closed parking no. _____ admeasuring _____ square feet in the _____ [Please insert the location of the garage/closed parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

[OR]

The Allottee had applied for a plot in the Project vide application no. _____ dated _____ and has been allotted plot no. _____ having area of _____ square feet and plot for garage/closed parking admeasuring _____ square feet (if applicable) in the [Please insert the location of the garage/closed parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Plot" more particularly described in Schedule A);

- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- J. _____
[Please enter any additional disclosures/details]
- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- L. 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;
- M. 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 [Apartment/Plot] and the garage/closed parking (if applicable) as specified in paragraph G;

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:

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 [Apartment/Plot] as specified in paragraph H;

The Total Price for the [Apartment/Plot] based on the carpet area is Rs. _____
(Rupees _____ only ("Total Price") (Give break up and description):

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Block/Building/Tower No. _____ Apartment No. _____ Type _____ Floor _____	Rate of Apartment per square feet*

*Provide breakup of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

[AND] [if/as applicable]

Garage/Closed Parking - 1	Price for 1
Garage/Closed Parking - 2	Price for 2

[OR]

Plot No. _____ Type _____	Rate of Plot per square feet*

Explanation:

(i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/Plot];

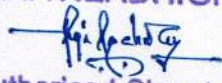
(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot];

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;

(iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of [Apartment/Plot] includes: 1) pro rata share in the Common Areas; and 2) _____ garage(s)/closed parking(s) as provided in the Agreement.

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The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments

The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ _____ % per annum for the period by which the respective installment 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.

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 therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

[Applicable in case of an apartment] The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment/Plot] as mentioned below:

(i) The Allottee shall have exclusive ownership of the [Apartment/Plot];

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

(iii) That the computation of the price of the [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

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It is made clear by the Promoter and the Allottee agrees that the [Apartment/Plot] along with _____ garage/closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely _____ shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972

The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, 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 apartment 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.

The Allottee has paid a sum of Rs _____, (Rupees _____ only) as booking amount being part payment towards the Total Price of the [Apartment/Plot] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment/Plot] as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

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

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee Cheque / Demand Draft or Online Payment (as applicable) in favour of ' _____ ' payable at _____.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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 and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or 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

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the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee has seen the specifications of the [Apartment/Plot] and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] 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. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the _____ [Please insert the relevant laws in force] and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT

Schedule for possession of the said [Apartment/Plot]: The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment/Plot] on _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/Plot], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees

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and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, 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.

Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within _____ days of receiving the occupancy certificate* of the Project.

Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as mentioned above, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided as mentioned above, such Allottee shall continue to be liable to pay maintenance charges as applicable.

Possession by the Allottee – After obtaining the occupancy certificate* and handing over physical possession of the [Apartment/Plot] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

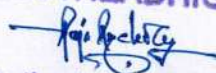
Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

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 the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

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 is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Plot], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot].

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8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;

[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the [Apartment/Plot];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/Plot] and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Plot] to the Allottee and the common areas to the Association of the Allottees;
- (x) The Schedule Property 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 Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project;
- (xiii) That the property is not Waqf property.

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9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (i) Promoter fails to provide ready to move in possession of the [Apartment/Plot] to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to 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 penal 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 under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the [Apartment/Plot].

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 payments for _____ consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment/ Plot] in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the [Apartment/Plot] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

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11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the [Apartment/Plot].

[Insert any other clauses in relation to maintenance of project, infrastructure and equipment]

12. DEFECT LIABILITY

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

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee hereby agrees to purchase the [Apartment/Plot] on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

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

15. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the _____ (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT: Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/Plot] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment/Plot] and keep the [Apartment/Plot], its walls and partitions,

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sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/Plot] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Plot]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a [Apartment/Plot] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said [Apartment/Plot], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment/Plot]/ at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS

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

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

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

20. APARTMENT OWNERSHIP ACT

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

21. 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 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

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and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

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

23. RIGHT TO AMEND

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

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE

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

26. SEVERABILITY

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

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

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

28. FURTHER ASSURANCES

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

29. PLACE OF EXECUTION

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

30. NOTICES

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

Name of Allottee

(Allottee Address)
M/s _____ Promoter name

(Promoter Address)

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

31. JOINT ALLOTTEES

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

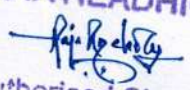
32. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the 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 the Adjudicating Officer appointed under the Act.

[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or

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inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under.]

34. ADDITIONAL TERMS

Notwithstanding anything to the contrary contained hereinbefore, the Parties have mutually agreed to the following terms which shall be valid and binding on them in addition to and/or in modification/supercession of those contained hereinbefore:

- (i) Besides the additions and alterations permissible under the Act and/or Rules, the Allottee has consented to and/or hereby irrevocably consents that the Promoter may make modifications, additions and alterations within permissible and/or prevailing norms regarding the construction and the specifications of the Building, the Common Areas and Facilities and its layout and/or the said Apartment Unit as may be deemed necessary by the Promoter and/or as may be advised by the Architects and/or as may be required by any authority including the Corporation and the same is and shall be deemed to be the previous written consent under the Act. Prior to the booking of the said Apartment Unit the Allottee had been informed and made aware that the Common Areas and Facilities and its location and layout may undergo changes and/or modifications and the Allottee has consented to and/or hereby consents to the same and this is and shall be deemed to be the previous written consent of the Allottee in terms of the Act. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price and that the total quantum of Common Areas and Facilities mentioned in Schedule 'E' shall not be reduced to the detriment of the Allottee.
- (ii) The decision of the Architects regarding the quality and specifications of the materials and the workmanship regarding construction as also regarding structural defect/damage shall be final and binding on the Parties.
- (iii) At the request of the Allottee, the Promoter may at its option and subject to such conditions as it may deem fit, allow the Allottee to have temporary access to the said Apartment for interior and furniture works provided all dues payable to the Promoter are paid in full by the Allottee and subject to such terms and conditions as may be decided by the Promoter in addition to those mentioned herein. The Allottee shall complete the interiors and furniture works without disturbing or causing inconvenience to the Promoter or the occupants of other Apartments in the Building and without making any change in the structure and construction of the said Apartment and without in any manner doing anything which may adversely affect the validity of the plans and/or grant of partial or full Completion/Occupancy Certificate. During such period of temporary access the Promoter shall continue to be in possession of the said Apartment and the Allottee shall only have a revocable and temporary license to have access to the same for the aforesaid limited purpose and shall not be entitled to actually occupy, use or enjoy the said Apartment till possession is given by the Promoter 32 in terms of Clause 7.2. The Allottee shall pay to the Promoter all incidental charges like proportionate electricity charges, cleaning charges etc. relating to the fit-out carried out by the Allottee.
- (iv) With effect from the Date of Possession and/or the date of expiry of the period specified in the Notice mentioned in Clause 7.2, whichever is earlier, the Allottee shall be deemed to have fully satisfied himself/herself in all respects including the Plans, the construction and the quality, specifications and workmanship thereof, the carpet area and built-up area and super built-up area, the quality of materials used, the structural stability and completion of the Building, the Common Areas and Facilities, the said Apartment Unit, etc. and shall not thereafter be entitled to raise any objection or dispute or make any claim regarding the same. Notwithstanding anything contained in Clause 12 hereinabove the Vendors shall not be liable to rectify any defect occurring under the following circumstances:- (a) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee takes over possession of the said Apartment, the Promoter will not have any responsibility or liability for waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes; (b) If there are changes, modifications or alteration in electrical lines and wirings after the Allottee takes over possession of the

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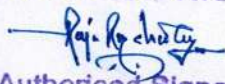


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said Apartment, the Promoter will not have any responsibility or liability for any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations; (c) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not have any responsibility or liability for 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; (d) If the Allottee after taking actual physical possession of the said Apartment executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the said Apartment by making any changes in the said Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter and the Promoter will not have any responsibility or liability for rectifying such defects; (e) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. The Promoter will not have any responsibility or liability for rectifying such cracks. (f) If the materials, amenities, equipment, 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 or if Annual Maintenance Contracts are not taken/continued. (g) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and Facilities and/or in the said Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof. (h) Regular wear and tear (i) If the Architect certifies that any purported defects are not manufacturing defect or due to poor workmanship or poor quality. (h) 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 said Apartment (which inspection Promoter shall endeavour to complete within 15 days of receipt of the notice from the Allottee), alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause 12 hereinabove and the Allottee shall not be entitled to any cost or compensation in respect thereof.

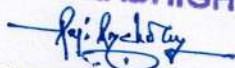
- (v) From the Date of Possession, the Allottee shall be liable to pay the monthly charges for use of electricity to the said Apartment Unit as per sub-meter/independent meter installed for the same within seven days of issue of bill. 34
- (vi) After the Date of Possession or within 30 days from the date of execution of the Deed of Conveyance, whichever is earlier, the Allottee shall apply for mutation to the Corporation and shall take all necessary steps and complete, at the Allottee's own costs, the mutation of the said Apartment in the Allottee's name within 6 months thereafter.
- (vii) In case of there being a failure, refusal, neglect, breach, violation, noncompliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law, then the Promoter shall be entitled to issue a Notice to the Allottee calling upon the Allottee to rectify, remedy, make good or set right the same within one month from the date of issue of such Notice. If the Allottee does not comply with the said Notice to the satisfaction of the Promoter within the above time, then the Allottee shall be liable to pay to the Promoter compensation and/or damages that may be quantified by the Promoter and in default of such payment within 30 days, the Promoter may terminate the allotment /Agreement of the said Apartment Unit in favour of the Allottee. In case of termination the provisions under sub-clause 9.3(ii) shall be applicable including regarding the amount that shall be refundable and the time for the same as also the entitlement of the Vendors to deal with, dispose of and/or sell the said Apartment Unit to anyone else.

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- (viii) If any act or omission of the Allottee results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or the construction of the Building or any portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, sale or disposal of any Apartment Unit or portion of the Project and/or in the use and enjoyment of the Common Areas and Facilities in the said Land by all the Apartment Owners, then in that event the Allottee shall also be liable to pay to the Promoter compensation and/or damages that may be quantified by the Promoter. (ix) Besides the aforesaid rights mentioned in sub-clauses (vii) and (viii) above, the Promoter shall also be entitled to enforce any other right to which the Promoter may be entitled to in law by reason of any act, omission, default or breach on the part of the Allottee. (x) The (i) open and covered spaces in the Building and the said Land that are not included in the Common Areas and Facilities mentioned in Schedule E, (ii) Roof of the Building at the Premises excluding the Common Roof Area, (iii) other Apartments and Car Parking Spaces in the Building and/or the Premises, (iv) Open Terrace attached and/or 35 appurtenant to other Apartments and (v) right of further construction on any part of the open land/space comprised in the said Land or raising of any additional floor/storey/construction on the roof of the Building including the Common Roof Area; are not intended to be transferred, nor the same shall be transferred in favour of the Allottee in as much as the same shall belong exclusively to the Vendors without the Allottee having any right, title, interest, claim or entitlement whatsoever in respect thereof and the Vendors shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever to any person or entity on such terms and conditions and for such consideration as may be thought fit and proper by the Vendors in their absolute discretion, without any reference to the Allottee who hereby consents to the same and hereby disclaims, relinquishes, releases and/or waives any right, title, interest, entitlement or claim that the Allottee may be entitled to, both in law or any equity, in favour of the Vendors.
- (ix) The entitlement of the Allottee in respect of the Common Areas and Facilities shall be variable depending on Additional/Further Constructions, if any, made by the Promoter from time to time and the Allottee hereby irrevocably consents to the same. Any such variation and/or any Additional/Further Constructions shall not affect the Total Price/Agreed Consideration and no claim can be raised regarding the same by the Allottee and the Allottee shall not be entitled to and covenants not to demand any refund out of the Total Price/Agreed Consideration paid by the Allottee on the ground of or by reason of any variation and/or any Additional/Further Constructions.
- (x) The Promoter shall be entitled at all times to install, display and maintain its name, brand and/or logo on the roof (including Common Roof Area) and boundary walls of the Building and/or other areas in the Building and/or the Premises by putting up hoardings, display signs, neon signs, lighted displays, etc. without being required to pay any charges for the same and no one including the Allottee, other Apartment Owners and the Association shall be entitled to object or to hinder the same in any manner whatsoever. The Promoter and its agent shall be entitled to have unhindered access to the roof (including Common Roof Area) and boundary walls of the Building and/or other areas in the Building and/or the Premises for maintenance, repairs, replacement, etc. of its hoardings, display signs, neon signs, lighted displays, etc. and the Allottee hereby consents to the same and no one including the Apartment Owners and the Association shall be entitled to object or to hinder such access in any manner whatsoever. No one including the Apartment Owners and the Association shall have any right to remove, change, alter and/or damage the name and/or brand and/or logo installed and/or displayed and/or maintained by the Promoter.
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- (xi) The Promoter may permit and/or grant rights to outside/third parties against payment of consideration/charges to the Promoter for setting up communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas and other communications and satellite systems on the Common Areas and Facilities of the Building and/or on the roof of the Building including the Common Roof Area and no one including the Allottee, other Apartment Owners, the Association or any other entity shall be entitled to object to or hinder the same in any manner whatsoever.

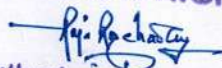
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- (xii) Though the Allottee may obtain loan in terms of Clause 19, the Allottee shall not have any right or lien in respect of the said Apartment Unit till execution and registration of the Deed of Conveyance after payment of all amounts by the Allottee.
- (xiii) The Deed of Conveyance and all other papers and documents in respect of the said Apartment Unit and the Premises shall be prepared and finalised by the Project Advocates and the Allottee has agreed and undertaken to accept and execute the same within 15 days of being required by the Promoter after complying with all obligations that are necessary for the same. In default, the Allottee shall be responsible and liable for all losses and damages that the Promoter may suffer. The Allottee shall be responsible for the internal security of the said Apartment and all materials within the same.
- (xiv) The Promoter shall take steps for formation of the Association after completion of the Project. Any association, company, syndicate, committee, body or society formed by any of the Apartment Owners without the participation of the Promoter shall not be entitled to be recognised by the Promoter and shall not have any right to represent the Apartment Owners or to raise any issue relating to the Building or the Premises. The maintenance of the Premises shall be made over to the Association after issuance of the Full Completion/Occupancy Certificate in respect of the Project and within the time mentioned in the West Bengal Apartment Ownership Act, 1972 and upon such making over the Association shall be responsible for the maintenance of the Building and the Premises and for timely renewal of all permissions, licenses, etc. After handing over of the maintenance of the Premises to the Association, the Promoter shall transfer and make over the Deposits, if any, that may have been made by the Apartment Owners, to the Association after adjusting its dues, if any, which includes deposits for Common Electricity Meters. 37
- (xv) All the Apartment Owners including the Allottee herein shall become members of the Association without raising any objection whatsoever and abide by all the rules, regulations, restrictions and bye-laws as be framed and/or made applicable by the Promoter.
- (xvi) The employees of the Maintenance Agency for the Common Purposes such as watchmen, security staff, caretaker, liftmen, sweepers etc. shall be employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment subsisting with the Maintenance Agency and the Allottee hereby consents to the same and shall not be entitled to raise any objection thereto.
- (xvii) All papers and documents relating to the formation of the Association shall be got prepared and finalised by the Promoter and the Allottee hereby consents to accept and sign the same forthwith on demand and without any delay.
- (xviii) The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein and/or in any other Agreements that may be executed in respect of the other Apartments of the Project and/or in the several Deeds of Conveyance that may be executed in respect of the different Apartments of the Project and such provisions and covenants shall, in any event, have an overriding effect and any contrary rules, regulations and/or amendments of the Association shall be void ab initio.
- (xix) All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by all Apartment Owners of the Building including the Allottee herein. (xxii) The rights of the Vendors, the Maintenance Agency and the Association relating to certain matters are more fully specified in Schedule L and the Allottee has irrevocably agreed to be bound by the same.
- (xx) The Allottee shall from the Date of Possession, use and enjoy the said Apartment in the manner not inconsistent with the Allottee's rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Allottee and/or the Vendors.
- (xxi) The obligations and covenants of the Allottee in respect of the user, maintenance and enjoyment of the said Apartment Unit, the Common Areas and Facilities, the Building and the Premises including payment of Maintenance Charges, electricity charges, corporation taxes and other taxes and other outgoings are more fully specified in Clause 16 38 and Schedule J and the same shall be binding on the Allottee. It is

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expressly made clear that after issue of the Notice for Possession and/or the Date of Commencement of Liability, whichever is earlier, all costs, expenses and outgoings in respect of the said Apartment Unit including for Maintenance Charges, electricity charges, corporation taxes and other outgoings, charges, rates, taxes, levies, cess, deposits including security deposits or assessments pertaining to the said Apartment Unit, shall become payable by the Allottee notwithstanding anything to the contrary contained in Clause 16 or elsewhere in this Agreement. Such liability shall continue till the same is paid by the Allottee or the Agreement/ Allotment is cancelled/terminated.

- (xxii) The maintenance charges and proportionate Common Expenses shall be paid by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use any or all of the Common Areas and Facilities and also irrespective of whether or not the Allottee is granted facility of parking any number of car in the Mechanical Car Parking System (if provided) by the Promoter and any non-user or nonrequirement in respect of any Common Areas and Facilities or such parking facility (if provided) shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Allottee in respect of the said proportionate common expenses and/or maintenance charge. Any use of the Mechanical Car Parking System by the Apartment Owners including the Allottee (if provided and granted) shall be subject to Force Majeure and interruptions, inconveniences and mechanical faults associated with its use and the Promoter and the Maintenance Agency shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Car Parking System (if provided) to which the Allottee hereby consents and agrees to keep the Vendors fully indemnified in respect thereof.
- (xxiii) From the date of offering the handing over of maintenance to the Association, the Promoter shall not have any responsibility whatsoever regarding the Building and the Premises and/or any maintenance, security, safety or operations including relating to fire fighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, the Mechanical Car Parking System, meters and connection, etc. and/or for any statutory compliances, permissions and licenses regarding the Premises and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Apartment Owners including the Allottee and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The Apartment Owners including the 39 Allottee and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire license etc. and the Vendors shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of offering the handing over of maintenance, the Vendors and/or their directors, partners, employees or agentsshall not have any liability or responsibility whatsoever under any circumstance and the same shall be the sole liability and responsibility of the Apartment Owners including the Allottee herein and/or the Association.
- (xxiv) The Allottee has irrevocably consented and/or hereby irrevocably consents that the Vendors shall be entitled to make in future Additional/Further Constructions by way of additional /further construction in the Premises including by raising of additional floor/storey/construction over the roof of the Building (including the Common Roof Area) and/or by way of construction of additional buildings/structures in the open land/spaces in the Premises and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the Building and/or the Common Areas and Facilities and such future Additional/Further Constructions/ exploitation shall belong exclusively to the Vendors who shall be entitled to sell, transfer, convey and/or otherwise deal with and dispose of the same in any manner whatsoever and appropriate all considerations and other amounts receivable in respect thereof. For the aforesaid purpose the Vendors are entitled to shift any part of the Common Areas and Facilities (including common areas and installations, lift machine rooms and water tanks and the Common Roof Area) to the ultimate roof and also to make available the Common Areas and Facilities and all utility connections and

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facilities to the Additional/Further Constructions. The Vendors shall, if required, be entitled to obtain necessary permission / sanction from time to time from the concerned authorities regarding the above or get the same regularized/approved on the basis that the Vendors have an irrevocable sole right in respect of the same and the Allottee has irrevocably consented and/or hereby irrevocably consents to the same. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price and that the total quantum of Common Areas and Facilities mentioned in Schedule E shall not be reduced in such a manner as to cause detriment to the Allottee.

- (xxv) The Allottee has further irrevocably consented and/or hereby irrevocably consents that the Promoter shall be entitled to purchase/ develop other land or lands which are adjacent to and / or contiguous to and/or accessible through and / or in the vicinity of, the said Land, in one or more phases and / or one or more independent developments 40 ("New Development") with any other persons. The Promoter shall also be free to get the New Development and the said Land amalgamated into one single premises with the Kolkata Municipal Corporation. The Promoter may from time to time apply for sanctioned building plan /revised /modified plan in respect of the said Land and/or the other lands in relation to one or more New Development, including applying for either a composite plan or a new independent sanctioned plan for New Development with access through the Premises. It is clarified that intention of the Promoter to develop such other lands is not an obligation or commitment of the Promoter towards anyone including the Allottee but is a right and/or entitlement which may be exercised by the Promoter at its sole option and discretion.
- (xxvi) In respect of the New Development, the Promoter shall be entitled to grant to the owners/occupants/residents of the New Development rights of use, ingress, egress and access from the road to the New Development through the said Land and/or the Project including the drive ways, pathways and passages therein together with the rights and liberties over along with or under the said Land for obtaining, laying and having passage for drainage, sewerage, water, electricity, gas, telephone, cable TV, internet and other connections/ facilities amenities and utilities for serving the New Development.
- (xxvii) In respect of the New Development, the Promoter shall be entitled to make such constructions, additions, alterations, modifications, etc., inter alia, in the said Land and the Common Areas and Facilities comprised in the Project as it may deem necessary including demolishing / removing / constructing any portion of any boundary walls and connecting utilities like water, sewerage, drainage, electricity, telephone, cable, etc. The Promoter shall also be entitled to provide and/or make available the Common Areas and Facilities comprised in the Project to the owners/occupants of the New Development who shall also be entitled to use and enjoy the same in common. The Allottee and/or the Association of Allottees shall not be entitled to interfere with or obstruct or hinder in any manner the development, construction and/or sale of any of the New Development(s) and/or to the entitlement that may be allowed, permitted or granted by the Promoter to the owners/occupants of the New Development in respect of the Common Areas and Facilities.
- (xxviii) The Allottee further confirms having unconditionally and irrevocably consented to and hereby again unconditionally and irrevocably consents to all provisions relating to new Development mentioned above and the same is and shall be deemed to be the previous written consent, and the Allottee agrees and undertakes, not to create any obstruction or hindrance, directly or indirectly regarding the same irrespective of any inconveniences, temporary or otherwise. The 41 Allottee undertakes not to raise any objection or dispute regarding any of the above and has consented to and/or hereby irrevocably consents to all of the above and no further consent shall be necessary in future.
- (xxix) Until a Deed of Conveyance is executed in favour of the Allottee, the Allottee shall not be entitled to mortgage or encumber or assign or alienate or dispose of or deal in any manner whatsoever with the said Apartment Unit or any portion thereof and/or any right therein and/or under this Agreement ("Alienation") (except for the purpose of loan in terms of Clause 19) unless all the following conditions are complied with:- a) A minimum period of 1 (one) year has passed from the date of this Agreement. b)

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There is no delay or default whatsoever by the Allottee in compliance with and/or performance of any of the Allottee's covenants, undertakings and obligations under this Agreement or otherwise. c) The Allottee has made full and timely payment of the Total Price/Agreed Consideration, the Additional Liabilities and Deposits mentioned in Schedule G due or payable till the time of such Alienation including interest and penalties, if any. d) The Allottee or the assignee, nominee, etc. has made payment to the Promoter transfer charges of Rs. _____/- (Rupees _____ only) / _____ percent of the total amount payable by the assignee/nominee (hereinafter referred to as "the Transfer Charges"). The Allottee shall also pay the applicable Goods and Services Tax thereon, if any. However, no Transfer Fee shall be payable in case of transfer to the mother or father or spouse or child of the Allottee. It is further clarified that inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a transfer unless such joint Allottee is a mother or father or spouse or child of the original Allottee. Similarly, in case of the Allottee being a company/LLP, inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a transfer unless such new joint Allottee is a group company/LLP in which the Allottee owns at least 51 per cent of the entire equity share capital/partnership interest as also complete management control. e) The Allottee shall deposit with the Promoter No Objection Certificate from the Bank and/or a letter of release of charge/ mortgage/ security regarding the above Apartment Unit 42 including the documents pertaining to the said Apartment Unit. f) Prior consent in writing is obtained from the Promoter regarding the proposed Alienation. g) Any additional income tax liability that may become payable by the Vendors due to nomination by the Allottee because of higher market valuation as per the Registration Authorities on the date of nomination, shall be compensated by the Allottee paying to the Vendors agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time. Such amount shall be payable by the Allottee on or before the nomination. h) An undertaking in writing being given by the Assignor / Nominator confirming that the Assignor / Nominator shall forego the stamp duty and registration fees paid on this Agreement for Sale and an undertaking in writing being given by the Assignee / Nominee that the Assignee / Nominee shall make payment of the additional stamp duty and registration fees that may be payable due to such nomination without raising any dispute.

- (xxx) After the execution and registration of the Deed of Conveyance, the Allottee may alienate the said Apartment Unit subject to the following conditions: a) The said Apartment Unit shall be one lot and shall not be partitioned or dismembered in parts. In case of sale in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares. b) The transfer of the said Apartment Unit by the Allottee shall not be in any manner inconsistent with this Agreement and/or the Deed of Conveyance and the covenants contained herein as also in the Deed of Conveyance shall run with the land and/or transfer. The person(s) to whom the Allottee may transfer/alienate the said Apartment Unit shall be bound by the same terms, conditions, agreements, covenants, stipulations, undertakings and obligations as are applicable to the Allottee by law and/or by virtue of this Agreement and/or the Deed of Conveyance. c) All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, corporation taxes and other taxes etc. relating to the said Apartment Unit payable to the Maintenance Agency, the Corporation and other 43 concerned persons/entities are paid by the Allottee in full prior to the proposed transfer/alienation. Such dues, if any, shall be a charge on the said Apartment Unit and shall in any event, run with such proposed transfer and the transferee shall be liable to make payment of the same.
- (xxxi) The Vendors shall be entitled to sell the Apartment Units in the said Land and the Premises on such terms and conditions as the Vendors may deem fit and proper and which may be at variance with the terms and conditions applicable to the Apartment Units in general and to the Allottee in particular. Without restricting or limiting the generality of the above it is clarified that the Promoter shall be entitled inter alia to: (a) demarcate and allot the car parking spaces in the Building for the allottees of Apartment Units; (b) limit or restrict the rights of the allottees of Apartment Units in respect of use of certain Common Areas;

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(c) grant additional/differential rights to the allottees of Apartment Units in respect of use of certain Common Areas;

- (xxxii) The said Open Terrace, if mentioned in Schedule 'A' hereto, shall have exclusive access from and be attached and appurtenant only to the said Apartment and shall be exclusively occupied and used by the Allottee for the purpose of private terrace only. The Allottee shall not be entitled to use the same for any other purpose or to make any construction thereon or to cover the same in any manner. The Allottee shall however be entitled to beautify and landscape the same provided however the same must always be fully open to sky without any covering, temporary or permanent. Further the Open Terrace cannot be enclosed by grills or glass doors/windows save and except with railing. However, the design of the railing shall be provided by the Promoter. The said Open Terrace shall form an integral part of the said Apartment Unit and shall be transferable only as a part of the same and not independently or in any other manner.
- (xxxiii) The Allottee confirms that the Allottee has agreed to purchase the said Apartment Unit with full knowledge that he would have no right, title, interest, claim or entitlement whatsoever in respect of Open Terraces attached and/or appurtenant to other Apartment Units which shall be exclusively occupied and used by the respective Apartment Owners and occupants thereof. 44 (xxxvii) Notwithstanding anything to the contrary contained elsewhere in this Agreement or otherwise it is expressly agreed, understood and accepted by the Allottee that the Vendors shall be entitled to and have the absolute right to convert the existing sanctioned use of any of the Units to such other use as the Owners may decide at their sole discretion and the Allottee has irrevocably consented and/or hereby irrevocably consents to the same. However the Allottee shall not be entitled to convert the said Apartment Unit to any other use and the said Apartment Unit shall be used only for residential use.
- (xxxiv) Notwithstanding anything to the contrary contained elsewhere in this Agreement or otherwise it is hereby expressly agreed and made clear as follows: (a) The basement, open and covered Car Parking Spaces including Mechanical Car Parking System (if any) sanctioned and/or that may be sanctioned by the Authority are meant to be used only for parking cars/two wheelers by the Allottees of the Project only. (b) The total number of basement open and covered independent, covered stack Parking Spaces including Mechanical Car Parking System (if any) in the Project exceed the total number of Apartments in the Project. The sizes of the Apartments are different and the parking space requirement of the Allottees also varies. (c) For the sake of certainty and clarity and to avoid any confusion, specified parking spaces including Mechanical Car Parking System (if any) shall be earmarked and allotted along with specified Apartments so that the same cars/two wheelers are parked in the same space every day. (d) Accordingly, at the request of the Allottee, the Promoter has agreed to allot the said Parking Space, if any, mentioned in Schedule A for exclusive use by the Allottee. (e) All un-allotted parking spaces shall be identified/demarcated and retained by the Promoter for allotment of the same for the consideration and in the manner deemed fit and proper by the Promoter. (f) Any scheme of numbering of Parking Spaces will be subject to revision as per the discretion of the Promoter and the revised car parking number shall be intimated to the Allottee upon such revision. 45 (g) It is expressly made clear that only right of use shall be granted in respect of the said Car Parking Space, if any, mentioned in Schedule A and no sale shall be made. (h) The Allottee agrees and undertakes not to raise any dispute or objection regarding the allotment of the Car Parking Spaces made by the Promoter to the other of the other Apartment Units and agrees and undertakes not to disturb the use of the allotted Parking Spaces by the other of the other Apartment Units. (i) The Allottee agrees and undertakes that the Allottee shall, upon formation of the Association and/or execution of Deed of Conveyance, as contemplated herein, cause such Association to confirm and ratify and shall not permit the Association to alter or change the allocation of Car Parking Spaces in the manner allocated by the Promoter to all the Allottees (including the Allottee herein) of the Apartment Units in the Building
- (xxxv) Notwithstanding anything to the contrary contained elsewhere in this Agreement it is hereby agreed that in case of termination /cancellation of this Agreement for any reason whatsoever, the Allottee shall execute and register at the Allottee's costs a Cancellation Agreement as may be required by the Promoter

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but the cancellation/termination shall become effective immediately and shall not be dependent on the execution and registration of the Cancellation Agreement. The Allottee shall be liable to compensate and indemnify the Promoter for all damages in case of delay or default in execution of the Cancellation Agreement by the Allottee. In the event of the Allottee not cooperating and/or not appearing for execution and registration of the Cancellation Agreement the Promoter shall be entitled to execute and register the Cancellation Agreement for and on behalf of the Allottee. For such purpose the Allottee hereby appoints and authorizes the Promoter as his/her Constituted Attorney to execute and register the Cancellation Agreement for and on behalf of the Allottee.

(xxxvi) Common area will be hand over to the registered association as soon as possible

(xxxvii) The allottee may receive an exclusive right to use a designated parking space if provided in the agreement, but ownership of common parking areas does not automatically transfer to an individual owner.

**SCHEDULE 'A' ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS
(SAID PROPERTY)**

ALL THAT the piece and parcel of Bastu land measuring about _____ and premises no. _____ and butted and bounded as under :

ON THE NORTH : By;

ON THE SOUTH : By;

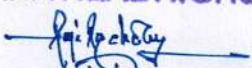
ON THE EAST : By

ON THE WEST : By.

**SCHEDULE 'B' – FLOOR PLAN OF THE
APARTMENT
(Said Apartment)**

ALL THAT the Apartment No '_____' on Block: _____ having an area of _____ Square feet be the same a little more or less (Carpet Area) corresponding to _____ Square feet be the same a little more or less (Built up area) corresponding to _____ Square feet be the same a little more or less (Super Built-Up area) situated on the _____ Floor consisting of Two Bed rooms, One dining-cum- drawing, Two bath cum privies, One kitchen and exclusive balcony area of _____ Square feet be the same a little more or less together with one Car parking space measuring about _____ Square feet more or less at Ground Floor at the abovementioned property situated at _____, Baghbazar, Kolkata, Pin Code : _____, West Bengal along with proportionate right of common facilities, utilities, benefits and other appurtenance which is to be used as common between all the co-owner of the said property.

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SCHEDULE 'C' – PAYMENT PLAN BY THE ALLOTTEE

PAYMENT PLAN

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

Sl. No.	Total Price	Amount to be paid (in rupees)
1.	On Booking	9%
2.	After registration of Agreement for Sale	11%
3.	On Completion of Foundation	15%
4.	On Completion of 1st Floor Casting	10%
5.	On Completion of 2nd Floor Casting	10%
6.	On Completion of 3rd Floor Casting	10%
7.	On Completion of 4th Floor Casting	10%
8.	On Completion of Roof Casting	10%
9.	On Completion of Flooring of Unit	10%
10.	On Possession of the Unit	5%

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1) _____

(2) _____

At _____ on _____ in the presence of:

Please affix
photograph
and sign
across the
same

Please affix
photograph
and sign
across the
same

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) _____

(Authorized Signatory)

Please affix
photograph
and sign
across the
same

WITNESSES:

1. Signature _____ Name –
Address _____

2. Signature _____ Name –
Address _____

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