

**AGREEMENT FOR SALE**

**This Agreement for Sale (Agreement)** executed on this ....., Two Thousand  
Twenty .....

**By and Between**

Sureka Isha Zion Developers Pvt. Ltd.

*Har. Venkat*  
Authorised Signatory

(1) **ANTRAY DEVELOPERS LLP** (LLPIN: AAE-1481 and PAN: ABCFA7156N), (2) **BANGBHUMI AGENCY LLP** (having LLPIN: AAZ-3951 and PAN: AAYFB7033L) (converted from Bangbhumi Agency Private Limited), (3) **BLUEMOTION TRADING LLP** (having LLPIN: AAZ-4130 and PAN: AAYFB7036R) (converted from Bluemotion Trading Private Limited), (4) **FASTSPEED TIE-UP LLP** (having LLPIN: AAZ-3957 and PAN: AAIFF0822B) (converted from Fastspeed Tie-Up Private Limited), (5) **GOODPOINT PROJECTS LLP** (having LLPIN: AAZ-3959 and PAN: AAXFG4338E) (converted from Goodpoint Projects Private Limited), (6) **HEMANG DISTRIBUTORS LLP** (having LLPIN: AAZ-3962 and PAN: AAOFH4467L) (converted from Hemang Distributors Private Limited), (7) **KALYANKARI REALTORS LLP** (having LLPIN: AAZ-3964 and PAN: AAYFK1322R) (converted from Kalyankari Realtors Private Limited), (8) **KARNI INFRA PROPERTIES LLP** (having LLPIN: AAZ-4521 and PAN: AAYFK1320P) (converted from Karni Infra Properties Private Limited), (9) **KOTIRATAN MERCANTILE LLP** (having LLPIN: AAZ-3968 and PAN: AAYFK1321N) (converted from Kotiratan Mercantile Private Limited), (10) **OVERSURE TRADELINKS LLP** (having LLPIN: AAZ-3971 and PAN: AAHFO7087J) (converted from Oversure Tradelinks Private Limited), (11) **PANCHSHREE DEALER LLP** (having LLPIN: AAZ-4131 and PAN: ABBFP1790L) (converted from Panchshree Dealer Private Limited), (12) **ROSCO VINIMAY LLP** (having LLPIN: AAZ-7300 and PAN: ABEFR1862L) (converted from Rosco Vinimay Private Limited), (13) **RUDRAMALA EXPORTS LLP** (having LLPIN: AAZ-3972 and PAN: ABEFR0952R) (converted from Rudramala Exports Private Limited), (14) **TOPFLOW COMMODITIES LLP** (having LLPIN: AAZ-3973 and PAN: AASFT3487E) (converted from Topflow Commodities Private Limited), **AND (15) VIEWMORE TRADELINK LLP** (having LLPIN: AAZ-3987 and PAN: AAUFV8514E) (converted from Viewmore Tradelink Private Limited), Vendors No. 1 to 15 all being Limited Liability Partnerships incorporated under the Limited Liability Partnership Act, 2008) and Vendors No. 1 to 15 all having their Registered Offices at 304, Chandan Niketan, 52A, Shakespeare Sarani, Kolkata-700017, Post Office-Circus Avenue, Police Station-Beniapukur; (16) **FOREMOST COMMOTRADE PRIVATE LIMITED** (CIN: U51909WB2012PTC182947 and PAN: AABCF9982A), (17) **TOUCHWIN SUPPLIERS PRIVATE LIMITED** (CIN: U51909WB2012PTC182961 and PAN: AAECT3009M), (18) **FLOWTOP DEALERS PRIVATE LIMITED** (CIN: U51909WB2012PTC182946 and PAN: AABCF9983B), (19) **LOOKLINE VANIJYA PRIVATE LIMITED** (CIN: U51909WB2012PTC182953 and PAN: AACCL2938B), (20) **JAGMATA VANIJYA PRIVATE LIMITED** (CIN: U51909WB2012PTC171858 and PAN: AACJ7629R), (21) **KAMALDHAN SALES PRIVATE LIMITED** (CIN: U51909WB2012PTC173341 and PAN: AAECK6361R), (22) **NITYADHARA TRADELINK PRIVATE LIMITED** (CIN: U51909WB2012PTC171801 and PAN: AADCN8808M), (23) **SHIVKRIPA VANIJYA PRIVATE LIMITED** (CIN: U51909WB2012PTC171660 and PAN: AAQCS9839L), (24) **SWARANSATHI IMPEX PRIVATE LIMITED** (CIN: U51909WB2012PTC172566 and PAN: AAQCS9724A), (25) **SUBHVANI SALES PRIVATE LIMITED** (CIN: U51909WB2012PTC171735 and PAN: AAQCS9723H), (26) **MANGALSHIV MERCHANDISE PRIVATE LIMITED** (CIN: U51909WB2012PTC171797 and PAN: AAHCM7039D), (27) **GANESHVANI BARTER PRIVATE LIMITED** (CIN: U51909WB2012PTC171725 and PAN: AAECG5801C), (28) **NISHDIN COMMERCE PRIVATE LIMITED** (CIN: U51909WB2012PTC171799 and PAN: AADCN8841L), (29) **MAHAMANI EXPORTS PRIVATE LIMITED** (CIN: U51909WB2012PTC172565 and PAN: AAHCM7116M), (30) **ARROWLINE CONCLAVE PRIVATE LIMITED** (CIN: U70102WB2013PTC192663 and PAN: AALCA6048G), Nos. 16 to 30 all being Companies incorporated under the Companies Act, 1956, and all having its

Registered Office at 3/1 Dr. U.N. Brahmachari Street, Kolkata- 700017, under P.S. Shakespeare Sarani & P.O. Circus Avenue, West Bengal;

all the Vendors named at (1) to (30) above represented by Mr. Subhayan Biswas (PAN BYAPB3675H, Aadhaar No. 637120805193), son of Mr. Ashis Biswas, by occupation Service, working at 3/1 Dr. U. N. Brahmachari Street, Kolkata- 700017, under P.S. Shakespeare Sarani & P.O. Circus Avenue, West Bengal, being the Authorised Representative of their Constituted Attorney **SUREKA ISHA ZION DEVELOPERS PRIVATE LIMITED**; hereinafter referred to as the "**Owners**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their successors or successors-in-interest and assigns);

**AND**

**SUREKA ISHA ZION DEVELOPERS PRIVATE LIMITED** (CIN: U45400WB2013PTC199191 and PAN: AAUCS0232R), a Company incorporated under the Companies Act, 1956 having its Registered Office at 3/1, Dr. U. N. Brahmachari Street, Kolkata- 700017, under P.S. Shakespeare Sarani & P.O. Circus Avenue, West Bengal, represented by its Authorized Representative Mr. Subhayan Biswas (PAN BYAPB3675H, Aadhaar No. 637120805193), son of Mr. Ashis Biswas, by occupation Service, working for gain at 3/1 Dr. U. N. Brahmachari Street, Kolkata 700017, Police Station Shakespeare Sarani, Post Office Circus Avenue; hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns);

**AND**

(1) ..... (PAN ..... ) (Aadhaar No. ....), son of ....., aged about ..... years, by occupation \_\_\_\_\_, 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 assigns).

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

**WHEREAS:**

- A. The Owners are the lawful and absolute owners of **ALL THAT** the piece and parcel of land recorded as admeasuring 8.530495 acres be a little more or less comprised in various Plots (Dag) in Mouza Baikunthapur, J.L. No. 36 under Police Station Baruipur, within Hariharpur Gram Panchayat, Post Office Gobindapur, Pin Code – 700145 in the District of South 24 Parganas ("**Larger Land**") by virtue of the various Deeds of Conveyance as detailed in the Chain of Title in **Part II** of the **Schedule A**. Out of the Larger Land, the Owners and the Developer intend to develop an integrated housing project namely **Sunrise Aura** on a portion of the Larger Land admeasuring 8.047359 acres or 804.7359 Decimals (Sataks) ("**Said Land**") as morefully described in **Part I** of the **Schedule A** hereunder written.

- B. By two several Development Agreements both dated 12<sup>th</sup> April, 2022 entered into by and between the Owners and the Promoter both of which have been registered in the Office of the Additional Registrar of Assurances- IV, Kolkata and recorded in Book I Volume Nos.1904-2022 Pages from 506420 to 506550 Being No. 190406601 for the year 2022 and in Book I Volume Nos.1904-2022 Pages from 506551 to 506676 Being No. 190406602 for the year 2022 (“**Development Agreements**”) the Owners agreed to permit the Developer to develop the Said Land inter alia on the terms and conditions morefully contained therein; Further By a Development Power of Attorney dated 12<sup>th</sup> April, 2022, executed by Owner Nos 1 to 15 hereinabove, registered at the office of A.R.A. IV, Kolkata and recorded in Book No. I, Volume No. 1904-2022, Pages from 507331 to 507387, being No. 190406624 for the year 2022 and by another Development Power of Attorney dated 12<sup>th</sup> April, 2022, executed by Owner Nos. 16 to 30 hereinabove, registered at the office of A.R.A. IV, Kolkata and recorded in Book No. I, Volume No. 1904-2022, Pages from 507274 to 507330, being No. 190406623 for the year 2022 the said Owners have granted Power of Attorney in favour of Sureka Isha Zion Developers Private Limited (the Promoter herein) to act as their constituted attorney through its named representatives Mr. Vedant Sureka and Mr. Sajal Kumar Bose as also any other person as the Company may authorize in addition to or substitution of the said named representatives
- C. The said Land is earmarked for the purpose of building a residential project comprising multistoried apartment buildings and the said entire project shall be known as **Sunrise Aura** (“**Whole Complex**”) of which the first phase shall comprise of 4 (four) multistoried apartment buildings numbered Tower 3, Tower 4, Tower 5 & Tower 8 all lying on demarcated portions of the Said Land and as described in Schedule F hereto (“**Project**”). The sanctioned building plans also contain sanction for several other buildings at other portions of the Said Land and new or modified plans are likely to be sanctioned for modifications to the same and/or additional buildings. The Promoter may in future and from time to time decide whether to develop further or other buildings in one or more phases at said Land (“**Future Phases**”). If the Promoter decides to develop further buildings in one or more phases on the said Land and in such event there shall, to the extent of such development, be sharing of certain common areas, amenities and facilities between the Project and the Future Phases. If the Promoter decides not to develop any part of the Future Phases, then the Promoter shall be entitled to demarcate the connected land and exclude the same from the Whole Complex and the Land Owners and Promoter shall own, hold, enjoy and/or deal with or transfer the same in such manner as they may deem fit and proper.
- 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 a portion of which the Project is to be constructed have been completed.
- E. Notice of commencement under the Municipal Rules was submitted vide letter dated 19<sup>th</sup> January 2022 by Architect of the Project intimating the date of commencement as 2<sup>nd</sup> February 2022
- F. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Whole Complex including the Project and also the apartment from Baruipur Panchayet Samity vide Permission No. 19 dated 08.03.2021 as revised on 08.10.2021. The Promoter agrees and undertakes that it shall not make any changes to

the approved plans to the extent relating to the Project except in strict compliance with section 14 of the Act and other laws as applicable.

- G. The Promoter shall register the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the 'said Act') and the West Bengal Real Estate (Regulation and Development), Rules, 2021 (hereinafter referred to as the 'said Rules') as and when the registration of projects under the said Act and Rules commence.
- H. The Allottee had applied for an apartment in the Project vide application dated ..... and has been allotted **Apartment No. ....** having Built Up Area of ..... Square Feet and **Carpet Area of ..... Square Feet, Type .....**, on .....**th floor in Tower .....** ("**Building**") along with pro rata share in the common areas ("**Common Areas**") as defined under clause (m) of section 2 of the Act (hereinafter referred to as the "**Designated Apartment**" more particularly described in Part III of Schedule 'A' and the floor plan of the Designated apartment is annexed hereto and marked as Schedule 'B'). An indicative specification is given in Part IV of 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. The additional disclosures/details agreed between the parties are contained in Schedule 'D' to Schedule 'H' hereto.
- 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 Owners and the Promoter hereby agree to sell and the Allottee hereby agrees to purchase the Designated Apartment and the parking (if applicable) as specified in para G.
- II **NOW THEREFORE**, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:-

**1. TERMS:**

- 1.1** Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Designated Apartment as specified in para H.
- 1.2** The Total Price for the Designated Apartment and appurtenances based on the carpet area is **Rs. ..../-** (**Rupees .....** **Only**) and GST Amount is **Rs. ..../-** (**Rupees .....** **only**),

totalling to Rs. ....../- (Rupees ..... Only)  
 ("**Total Price**"):

*Explanation:*

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Designated Apartment;
- (ii) The Total Price above includes Taxes payable by the Allottee and also include taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of sale deed and/or handing over the possession of the Designated Apartment to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate.

Provided that in case there is any change / modification in the Taxes payable by the allottee, 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 in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within 30 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 Designated Apartment includes *pro rata* share in the Common Areas, facilities and amenities described herein at Schedule "E".

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay or due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee unless the increase is attributable to any act or omission of the Allottee or unless the increase is for the period prior to such completion/registration.

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

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at such rate of percentage per annum if so and as may be mutually agreed between the Promoter and Allottee for the period by which the respective installment has been preponed. The

provision, if any agreed, for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule "E" (which shall be in conformity with the advertisement, prospectus etc.) in respect of the apartment without the previous written consent of the Allottee as per the provisions of the Act.
- 1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after construction of the Building is complete and the completion certificate (or such other certificate by whatever name called issued by the competent authority) for the respective building where Designated Apartment is situated is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area beyond 3% of the area specified herein, then the Promoter shall refund the excess money paid by Allottee for the area found to be reduced beyond 3% of the carpet area within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was found to have been paid by the Allottee. If there is any increase in the carpet area, the Promoter shall not demand any amount for up to 3% increase over the carpet area. In the event of the excess carpet area being greater than 3% of the carpet area allotted to the Allottee the Promoter shall recover from the Allottee the price for the area in excess beyond 3% of the carpet area agreed to be provided by the Promoter to the Allottee as per the next milestone of the Payment Plan as provided in Schedule "H". All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.
- 1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Designated Apartment as mentioned below.
  - (i) The Allottee shall have exclusive ownership of the Designated Apartment.
  - (ii) The Allottee shall also have undivided proportionate share in the Common Areas as members of the Association. 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 Owners, Promoter, other co-owners, 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 Designated Apartment includes recovery of price of land, construction of [not only the Designated Apartment but also proportionately] the Common Areas, internal development charges as per agreed specifications, external development charges as per agreed specifications, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with plaster of paris, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing initial infrastructure necessary for the facilities,

amenities and specifications to be provided within the Designated Apartment and the Project;

- 1.9 It is made clear by the Promoter and the Allottee agrees that the Designated Apartment shall be treated as a single indivisible unit for all purposes. It is agreed that the Whole Complex 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. The Project is in the first phase of the Whole Complex and the disclosures made in clause B above and Schedule E shall apply as regards the sharing of facilities and interdependence on several aspects between the Project and the Future Phase/s (if and to the extent developed) of the Whole Complex. It is clarified that Project's facilities and amenities as per Schedule E shall be available only for use and enjoyment of the Allottees of the Project and in case the Future Phase/s is developed by the Promoter then and in that event, the Promoter may at its sole discretion allow the common use by the co-owners of the Project and the Future Phases of such Common Amenities and Facilities in the Project and the Future Phase/s, as the Promoter may in its absolute discretion think fit and proper.
- 1.10 The Promoter agrees to pay all outgoing before transferring the physical possession of the Designated Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoing (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 Designated Apartment and created by the Promoter). If the Promoter fails to pay all or any of the outgoing collected by it from the Allottee or any liability, mortgage loan (taken by the Promoter) and interest thereon before transferring the Designated Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.11 The Allottee has paid a sum of **Rs. ....**/- (**Rupees ..... Only**) being part payment towards the Total Price of the Designated Apartment until the time of agreement the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Designated Apartment as prescribed in the Payment Plan [Schedule "C"] as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

## 2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by any relevant applicable construction milestones (except in cases of rebate in installments as per clause 1.5), the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan in Schedule 'C' [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable)] in favour of **SUNRISE AURA PH I SIZDPL RERA COLLECTION AC, Account No. 083705004492, Type of Account: Current Account, Bank: ICICI Bank, IFSC Code: ICIC0000837, Branch: Park Street, 17**



**Royd Street, Kolkata 700016**, payable at Kolkata. Further on registration with RERA authority to such RERA account, if any as may be time to time intimated by the Promoter. The Owners and the Promoter shall apportion their respective shares in the amounts amongst themselves as mutually agreed between them.

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

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the Statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under 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 of the allottee against the Designated Apartment, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any other manner.

### **5. TIME IS ESSENCE:**

Time is the essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handover the Designated Apartment to the Allottee and the Common areas to the Association of the Allottees after receiving the completion certificate (or such other certificate by whatever name called issued by the competent authority) for the respective building where Designated Apartment is situated. 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 approved in Schedule C (Payment Plan)

**6. CONSTRUCTION OF THE PROJECT/APARTMENT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Designated Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [as per relevant Schedules to this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Allottee has also understood that the building in which the Designated Apartment is situated forms part of the first phase of development. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and facilities, amenities 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 Panchayat Act and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the this Agreement and the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

**7. POSSESSION OF THE DESIGNATED APARTMENT:**

**7.1 Schedule for possession of the said Designated Apartment-**

The Promoter agrees and understands that timely delivery of possession of the Designated Apartment to the allottee and the common areas of the Building as per Schedule E to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Designated Apartment along with ready and complete common areas within the Project with all specifications, amenities and facilities forming part of the Project in place within ..... unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or other exigency 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 Designated Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes, impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession -** The Promoter, upon obtaining the completion certificate (or such other certificate by whatever name called issued by the competent authority) for the respective building where Designated Apartment is situated from the

competent authority shall offer in writing the possession of the Designated Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of such completion certificate as stated above, Provided that, in the absence of local law, the delivery of possession and execution of conveyance deed in favour of the allottee shall be simultaneously carried out by the Promoter within 3 months from the date of issue of completion certificate Provided the Allottee takes such possession and pays the Total Price, Stamp duty, registration charges etc., and gets the conveyance registered in his favour. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be, after the issuance of the completion certificate (or such other certificate by whatever name called issued by the competent authority) for the respective building where Designated Apartment is situated. The Promoter shall hand over the copy of the said completion certificate of the Designated Apartment, as the case may be, to the Allottee at the time of conveyance of the same.

### **7.3 Failure of Allottee to take Possession of Designated Apartment-**

Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall within the period mentioned in such intimation take possession of the Designated Apartment 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 Designated Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2 and all taxes and outgoings relating to the Designated Apartment and for all damages to the Designated Apartment and/or other parts of the building.

### **7.4 Possession by the Allottee -** After obtaining the completion certificate (or such other certificate by whatever name called issued by the competent authority) for the respective building where Designated Apartment is situated and handing over physical possession of the Designated Apartment 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 Allottees or the competent authority, as the case may be, as per the local laws:

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

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount (i.e. 10% of the Total Price) paid for the allotment. The balance amount of money paid by the allottee (other than Taxes paid by the allottee and /or the Promoter on behalf of the Allottee) shall be returned by the Promoter to the Allottee within 45 days of such cancellation without interest, and subject thereto the allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

### **7.6 Compensation** The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has

been developed, and which defect was known to the Promoter and the Promoter had willfully not disclosed the same to the Allottee in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

7.6.1 Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Designated Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a 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 the Promoter in respect of the Designated Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due Provided that where if the Allottee does not intend to withdraw from the project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Designated Apartment.

#### 8. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

- (i) The Owners have absolute, clear and marketable title with respect to the said Land; the Promoter has requisite rights to carry out development upon the said Land and the Owners have absolute, actual, physical and legal possession of the said Land with license to the Promoter to carry out the Project thereon;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) Save and except the construction finance from State Bank of India for construction of the Project by mortgaging the said Land and the construction, there are no encumbrances upon the Designated Apartment and appertaining share in said Land or in the Project;
- (iv) There are no litigations presently pending before any Court or law or Authority with respect to the Project or the Designated Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Designated Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owners/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 Designated Apartment 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 Owners/Promoter have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Designated Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Owners/Promoter confirms that the Owners/Promoter are not restricted in any manner whatsoever from selling the said Designated Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Designated Apartment to the Allottee and the common areas to the association of Allottees upon the same being registered or the competent authority as the case may be;
- (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 till the completion certificate has been issued and proportionate share (attributable to the Designated Apartment) thereof till the period mentioned in the intimation to the allottee to take possession of the designated apartment along with use of common areas (equipped with all the specifications, amenities and facilities) which shall be handed over to the association of Allottees when registered or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.
- (xiii) The property is not a waqf property.

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide ready to move in possession of the Designated Apartment to the Allottee within the time period specified in para 7.1 or fails to

complete the Project within the stipulated time disclosed at the time of registration of the project with the Authority or extended by the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which completion certificate, as the case may be, has been issued by the competent authority;

- (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.

9.2 In case the Allottee complies with his obligations under this Agreement and there is Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments linked to construction milestones 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 interest provided that this clause shall not be applicable if the payment by the Allottee is not construction linked; 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 prescribed 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 prescribed in the Rules, for every month of delay till the handing over the possession of the Designated Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

- (i) In case the Allottee fails to make payments for consecutive two 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 prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Designated Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated: Such refund shall not include any amount paid by the allottee on account of Taxes paid by the allottee and subject thereto the

allottee shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard.

**10. CONVEYANCE OF THE SAID APARTMENT:**

The Owners and the Promoter, on receipt of Total Price of the Designated Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Designated Apartment together with proportionate indivisible share in the Common Areas within the Project within 3 months from the date of issuance of the completion certificate (or such other certificate by whatever name called issued by the competent authority) for the respective building where Designated Apartment is situated to the Allottee:

However, in case the Allottee fails to deposit the stamp duty and/or registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the said 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 the Indian stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies) and the Allottee shall in such event also be deemed to be under condition of default under clause 7.3 and 9.3 above.

**11. MAINTENANCE OF THE 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 Allottees. The cost of such maintenance shall be payable by the Allottee separately in addition to the Total Price of the Designated Apartment.

**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 by the Allottee within a period of 5 (five) years from the date of completion certificate and/or partial completion certificate of the building in which the Designated Apartment is situated, as the case may be, 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 Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to act or omission of the Allottee or Association of Allottees and/or any other person or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of allottees.

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

The Allottee hereby agrees to purchase the Designated Apartment on the specific understanding that his/her right to use of Common Areas shall be **SUBJECT TO** timely payment of total maintenance charges as determined and thereafter billed by the maintenance agency appointed by 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 right of unrestricted access of all Common Areas, garages/covered parking 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 Designated Apartment 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 located within the Project Sunrise Aura – Phase I shall be ear-marked 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, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans for the Building Complex including Phase I and all other future phases. 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(s) of Allottees formed by the Allottees for rendering maintenance services.

16. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

16.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to comply with the house rules as per Schedules hereto and maintain the Designated Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Designated Apartment, or the common areas including staircases, lifts, common passages, corridors, circulation areas, atrium (if any) 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 Designated Apartment and keep the Designated Apartment, its walls and partitions, 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.

16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face façade 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 Designated Apartment 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 Designated Apartment.

- 16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

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

**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, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and/or disclosed, except for as provided in the Act.

**19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Designated Apartment and if any such mortgage or charge is made or created then notwithstanding any 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 Designated Apartment. The Allottee is aware that construction finance has been obtained by the Promoter from ICICI Bank for construction of the Project by mortgaging the said Land and the construction thereon and the Promoter hereby undertakes to redeem such mortgage to the extent it relates to the Designated Apartment prior to the execution of Deed of Conveyance in favour of the Allottee in terms hereof.

**20. APARTMENT OWNERSHIP ACT:**

The Promoter has assured the Allottees that the project in its entirety may in due course be submitted in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter showing compliance of the said 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 (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before

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

**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 Designated Apartment.

**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 Designated Apartment and the Project and/or the Whole Complex shall equally be applicable to and enforceable against and by any subsequent Allottees of the Designated Apartment, in case of a transfer, as the said obligations go along with the Designated Apartment for all intents and purposes.

**25. WAIVER NOT A LIMITATION TO ENFORCE:**

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Schedule 'C'] 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.

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

**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 unless the same are capable of having been agreed by the parties and/or consented to by the Allottee 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 payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Designated Apartment bears to the total carpet area of all the Apartments in the Project.

**28. FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any 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 completed only upon its execution by the Promoter through its authorized signatory at the Promoter’s Office’, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the Office of the Sub-Registrar at Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata

**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 First/ Sole Allottee or the Promoter by Registered Post at their respective addresses specified below :

Name of Allottee: .....  
Correspondence Address of the Allottee: .....  
Email: ....., Contact No.: .....

Name of the Promoter: Sureka Isha Zion Developers Private Limited  
Address: 3/1 Dr. U. N. Brahmachari Street, Kolkata 700017, P.S. Shakespeare Sarani, P.O. Circus Avenue, West Bengal, India.  
Email: [sunriseaura@surekaproperties.com](mailto:sunriseaura@surekaproperties.com) Contact: 033 6628-0100

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 Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

**33. DISPUTE RESOLUTION:**

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

34. The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto. Such Other terms and Condition shall not be in derogation of or inconsistent with the terms and condition set out above or the Act and the Rules and Regulations made thereafter

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

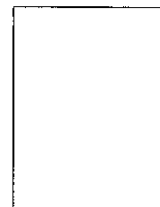
SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint Allottee)

(1) Signature \_\_\_\_\_

Name : .....

Address: .....



SIGNED AND DELIVERED BY THE WITHIN NAMED:

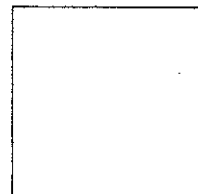
Owner:

Signature \_\_\_\_\_

Name: Mr. Subhayan Biswas

Address: 3/1 Dr. U. N. Brahamchari Street,

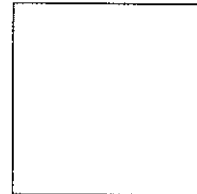
Kolkata- 700017, West Bengal, India



SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

Signature \_\_\_\_\_



Name: Mr. Subhayan Biswas

Address: 3/1 Dr. U. N. Brahamchari Street, Kolkata- 700017, West Bengal, India

At Kolkata on \_\_\_\_\_ in the presence of:

WITNESSES:

1. Signature \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Drafted by:

Sayantana Bose,  
Advocate,  
Enrol. No. WB/1023/2004  
6, Old Post Office Street, 1<sup>st</sup> Floor,  
Room No.62, Kolkata-700 001.

**SCHEDULE 'A'****Part I****(SAID LAND)**

**ALL THAT** pieces or parcels of land containing an area of 8.047359 acres or 804.7359 Decimals (Sataks) more or less comprised in several Plots (Dag) in Mouza Baikunthapur, J.L. No. 36 under Police Station Baruipur, within Hariharpur Gram Panchayat, Post Office Gobindapur, Pin Code – 700145 in the District of South 24 Parganas as per details given below:

<b>R.S. &amp; L.R. DAG NOS.</b>	<b>NATURE</b>	<b>AREA (IN ACRE)</b>	<b>L.R. KHATIAN NOS.</b>
27	BAGAN	0.29	732, 737, 738, 739, 740, 740/2 and 740/3
28	DANGA	0.53	717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 740/2, 740/3, 740/4 and 740/5
29	DANGA	0.09	717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 740/2, 740/3, 740/4 and 740/5
30	BAGAN	0.10	717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 740/2, 740/3, 740/4 and 740/5
31	DANGA	0.20	717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 740/2, 740/3, 740/4 and 740/5
37	DOBA	0.08	717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 740/2, 740/3, 740/4 and 740/5
38	BAGAN	0.45	717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 740/2, 740/3, 740/4 and 740/5
39	Bagan	0.11	732, 737, 738, 739, 740, 740/2 and 740/3
40	Bagan	0.18	732, 737, 738, 739, 740, 740/2 and 740/3
41	BAGAN	0.56 out of 0.70	19, 92, 147, 329, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 740/2, 740/3, 740/4 and 740/5
42	Doba	0.11 out of 0.16	19, 92, 147, 482, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 740/2, 740/3, 740/4 and 740/5
5	Doba	0.0275 out of 0.03	104 and 207
6	Bagan	0.16	104 and 207
7	Bagan	0.18	104 and 207

8	Doba	0.0225 out of 0.03	104 and 207
9	Doba	0.04	25, 227, 98, 103, 102 and 260
10	Bagan	0.23	25, 227, 98, 103, 102 and 260
11	Bagan	0.35	25, 227, 98, 103, 102 and 260
12	Doba	0.06	25, 227, 98, 103, 102 and 260
16	Bagan	0.07 out of 0.11	207 and 763
17	Bagan	0.13 out of 0.15	104, 207 and 763
18	Danga	0.28	25, 227, 98, 103, 102 and 260
19	Bagan	0.57	101, 83, 18, 266, 317, 145, 146 and 217
20	Danga	0.12	101 and 217
21	Danga	0.11	101 and 217
22	Danga	0.1083 out of 0.11	101 and 217
23	Bagan	0.284059 out of 0.31	25, 227, 98, 103, 102 and 260
26	Danga	0.71	25, 227, 98, 103, 102 and 260
49	Danga	0.45	265 and 310
50	Danga	0.45	25, 227, 98, 103, 102 and 260
51	Bagan	0.33	190/2, 190/3, 190/1, 190/4, 190/5 and 190/6
52	Bagan	0.36	145, 217, 265, 266, 310 and 317
53	Bagan	0.28 out of 0.41	14/1, 104, 207, 265, 762, 763, 764 and 310
68	Bagan	0.025 out of 0.10	265 and 310

**OR HOWSOEVER OTHERWISE** the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

**ON THE NORTH** : Partly by each of R.S. Dag Nos. 4, 3, 22, 24, 25 and partly by Panchayet Road;

**ON THE SOUTH** : Partly by each of R.S. Dag Nos. 14, 13, 56, 68, 69, 41 and 42;

**ON THE EAST** : Partly by each of R.S. Dag Nos. 22, 23, 41, 48, 47 and partly by Extended E.M. Bypass Road;

**ON THE WEST** : Partly by each of R.S. Dag Nos. 25, 2, 3, 5, 8, 17, 16, 53, 54, 56 and partly by R.S. Dag Nos. 475 and 476 of Mouza Gobindapur.

**Part II****CHAIN OF TITLE:**

The Larger Land, being the pieces and parcels of land, admeasuring 8.530495 acres as detailed below are situated at and comprised in several Plots (Dag) in Mouza Baikunthapur, J.L. No. 36, within the local limits of Baruipur Police Station and within Hariharpur Gram Panchayat, Post Office Gobindapur, Pin Code – 700145 in the District of South 24 Parganas and have been purchased by the Owners vide Deed of Conveyances as detailed below. The Owners are the absolute Owners of and are I seized and possessed of and otherwise well and sufficiently entitled to the Larger Land. The Larger Land includes the Said Land detailed in Part I of Schedule A above:

Sl. No.	Deed Date	Deed No.	Vendor	Purchaser	Area (Acres)
1	24/02/2012	1640	A.N. Instrument Pvt. Ltd.	Panchshree Dealer Pvt. Ltd.	0.04752
2	24/02/2012	1647	Debdutta Sen	Karni Infra Properties Pvt. Ltd. & Ors.	0.11
3	24/02/2012	1644	A.N. Instrument Pvt. Ltd.	Karni Infra Properties Pvt. Ltd. & Ors.	0.45
4	24/02/2012	1648	Debdutta Sen	Karni Infra Properties Pvt. Ltd. & Ors.	0.08
5	24/02/2012	1642	A.N. Instrument Pvt. Ltd.	Karni Infra Properties Pvt. Ltd. & Ors.	0.20
6	24/02/2012	1646	Debdutta Sen	Karni Infra Properties Pvt. Ltd. & Ors.	0.10
7	24/02/2012	1643	Debdutta Sen	Karni Infra Properties Pvt. Ltd. & Ors.	0.09
8	24/02/2012	1638	A.N. Instrument Pvt. Ltd.	Karni Infra Properties Pvt. Ltd. & Ors.	0.48248
9	24/02/2012	1645	Debdutta Sen	Karni Infra Properties Pvt. Ltd. & Ors.	0.56
10	24/02/2012	1639	Debdutta Sen	Panchshree Dealer Pvt. Ltd.	0.029
11	22/08/2012	7882	Debdutta Sen	Panchshree Dealer Pvt. Ltd.	0.0538
12	22/08/2012	7888	Debdutta Sen	Touchwin Suppliers Pvt. Ltd. & Ors.	0.496
15	17/05/2013	4877	Entaj Ali & Anr.	Arrowline Conclave Pvt. Ltd.	0.011
16	25/10/2013	10027	Entaj Ali & Anr.	Arrowline Conclave Pvt. Ltd.	0.002625
17	19/05/2015	4115	Ismail Molla & Ors.	Arrowline Conclave Pvt. Ltd.	0.0228
18	19/05/2015	4116	Samaser Mola & Anr.	Arrowline Conclave Pvt. Ltd.	0.2659
19	20/05/2015	4111	Rijiya Mandal & Ors.	Arrowline Conclave Pvt. Ltd.	0.14643
20	20/05/2015	4214	Mosaraf Ali Molla	Arrowline Conclave Pvt. Ltd. Antray Developers Pvt. Ltd.	0.13296



21	29/05/2015	4288	Jaynal Molla	Antray Developers Pvt. Ltd.	0.01216
22	04/06/2015	4464	Mistri Abdul Asim & Ors.	Arrowline Conclave Pvt. Ltd. Antray Developers Pvt. Ltd.	0.1176
23	07/07/2015	5509	Rabijan Gazi & Anr.	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.1448
24	19/08/2015	6792	Shakila Bibi Laskar & Ors.	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.2214
25	19/08/2015	6793	Neorjan Bibi	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.22
26	28/08/2015	7045	Mondal Asma	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.073209
27	28/08/2015	7046	Nurbibi	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.073209
28	28/08/2015	7047	Mondal Hasina	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.073209
29	28/08/2015	7048	Noorjahan Bibi	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.073209
30	22/09/2015	7630	Molla Noorali & Ors.	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.5827
31	22/09/2015	7631	Ahammad Ali Molla & Anr.	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.2929
32	22/09/2015	7632	Molla Munsur & Anr.	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.297
33	22/09/2015	7634	Sahida Molla & Ors.	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.1484
34	19/10/2015	8479	Maurjan	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.0738
35	12-12-2015	5277	Rakib Ali Molla	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.2883
36	12-12-2015	5278	Rakib Ali Molla	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.24
37	04/05/2016	3518	Saleha Bibi	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.03381
38	04/05/2016	3519	Jamsed Molla	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.5236
39	04/05/2016	3520	Sajahan Molla	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.0393
40	26/05/2016	4857	Noorali Molla & Ors.	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.0496
41	29/06/2016	4970	Asrafali Mandal	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.04
42	29/06/2016	4971	Aabedali Mondal	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.04
43	29/06/2016	4972	Asrafali Mandal	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.45265

44	29/06/2016	4973	Aabedali Mondal	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.28125
45	29/06/2016	4974	Asrafali Mandal	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.0125
46	29/06/2016	4975	Aabedali Mondal	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.0125
47	22/07/2016	5764	Oriental Bank of Commerce	Antray Developers LLP	0.38
48	22/03/2017	1328	Jakir Ali Gazi	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.0408
49	13/05/2017	2830	Mistri Abdul Asim & Ors. (represented by Babai Das)	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.014415
50	13/05/2017	2829	Babai Das (Manju Devi Goyal)	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.01051
51	13/05/2017	2828	Babai Das (Rehana Khandakar)	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.0586
52	03-06-2017	3334	Mosaraf Ali Molla	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.008258
53	17-06-2017	3755	Molla Moslem	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.008258
54	19-06-2017	3105	Molla Munsur	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.008258
55	19-06-2017	3106	Sahida Molla & Ors.	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.008258
56	21-06-2017	3114	Maidul Islam	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.008258
58	06-05-2015	3861	Soleman Laskar	Arrowline Conclave Pvt. Ltd.	0.1694
59	07-05-2015	3905	Supryio Piyada & other	Antray Developers LLP	0.14
60	05-09-2018	5750	Pawan Kumar Bharech HUF	Arrowline Conclave Pvt. Ltd.	0.011
<b>TOTAL AREA PURCHASED</b>					<b>8.563636</b>
<b>Less: Area of Land Sold:</b>					
1	12-12-2015	9933	Arrowline Conclave Pvt. Ltd. Antray Developers LLP .	Morselim Gazi	0.025941
2	28.08.2019	5681	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	Jakir Ali Gazi	0.007200
<b>Total Area of land sold vide two deeds above</b>					<b>0.033141</b>
<b>TOTAL LAND RETAINED (LARGER LAND)</b>					<b>8.530495</b>

**Part III****(DESIGNATED APARTMENT)**

**ALL THAT** the flat being Apartment No....., **Type .....**, containing a **Carpet Area of .....** **Square Feet** more or less along with **balcony with a Carpet Area of .....** **Square Feet** more or less and a total built-up area (including Balcony) ..... **Square Feet** more or less on the .....**th floor** of the **Tower .....** of the Project at the Project Land.

**Part IV****(Specification)**

<b>Structure</b>	RCC framed structure with pile foundation
<b>Flooring:</b>	
<b>Living / Dining</b>	Vitrified tiles
<b>Master Bed Room</b>	Vitrified tiles
<b>Other Rooms</b>	Vitrified tiles
<b>Kitchen:</b>	
<b>Walls</b>	Cement based Putty finish/ Gypsum over raw Concrete / AAC / HCB walls [Not 'Pata' finish] with no door.
<b>Floor</b>	Vitrified tiles
<b>Counter</b>	Granite counter top over MS support
<b>Sink</b>	Single Bowl Stainless Steel
<b>Dado</b>	Ceramic tiles up to 2 ft. height from counter top only
<b>Bathrooms:</b>	
<b>Dado</b>	Ceramic tiles up to lintel height
<b>Floor</b>	Ceramic tiles
<b>WC</b>	Hindware/Parryware/Similar branded EWC with porcelain cistern
<b>Wash basin</b>	Hinduware/Parryware/Similar branded porcelain wash basin
<b>CP fitting</b>	Jaguar or similar branded CP fittings with hot & cold mixing arrangement for shower only
<b>Walls:</b>	

<b>Internal</b>	Cement based Putty finish over raw Concrete / AAC / HCB walls [Not 'Pata' finish]
<b>External</b>	RCC Wall
<b>Windows</b>	Glazed Aluminum UPVC window
<b>Doors:</b>	
<b>Main door</b>	Polished flush door in front side and painted in back side
<b>Other door</b>	Painted flush door
<b>Frames</b>	Plywood with matching shutter finish.
<b>Electrical:</b>	
<b>Wiring</b>	Concealed copper wiring
<b>Switches</b>	Modular Switches
<b>Points</b>	TV point in all rooms. Adequate electrical points for all bed rooms, Living/ Dining, kitchen & Toilets. Point for Washing Machine as per plan. Power point for AC in all Bedrooms & Living Room. Telephone Point in Living Room.
<b>Lift and Staircase:</b>	
<b>Staircase</b>	Main & fire escape stair case epoxy painted flooring (Rough Finish)
<b>Lift jamb</b>	Stone / Granite tiles / Ceramic tiles
<b>Lobby floor</b>	Vitrified/ceramic tiles; False ceiling in Ground Floor only
<b>External Painting</b>	Textured Paint over raw concrete surface
<b>Other Facilities</b>	CCTV covering driveways, entrance of towers and main entrance and exit gate of the complex
	Generator backup for common areas and apartment with restricted load
	Water availability through Bore well as per guideline stipulated by Local Ground Water Authority with iron removal facility

**SCHEDULE-B****FLOOR PLAN****SCHEDULE C****Payment Schedule**

<b>Sl. No.</b>	<b>Schedule Description</b>	<b>Percentage</b>	<b>Basic Amount (Rs.)</b>	<b>Tax Amount (Rs.)</b>	<b>Total Amount(Rs.)</b>
1	Booking	10%			
2	On Execution of Sale Agreement	10%			
3	On completion of Foundation of the Block	10%			
4	On Completion of Casting of 5th Floor Roof Slab of The Block	10%			
5	On Completion of Casting of 10th Floor Roof Slab of The Block	10%			
6	On Completion of Casting of 15th Floor Roof Slab of The Block	10%			
7	On Completion of Casting of Roof Slab of The Block	10%			
8	On Completion of 80% of The Flooring of The Block	10%			
9	On Completion of 80% of The Window Frames of The Block	10%			
10	On Application for Occupancy Certificate for The Block	5%			
11	On Obtaining Occupancy Certificate for The Block from the Authorities	5%			
	<b>Total</b>	<b>100%</b>			

Maintenance Deposit of Rs. 50/- per sq. ft. with applicable GST on Built Up Area will be payable on account of Advance Maintenance charges and Rs. 50/- per sq. ft. on Built Up area on account of Sinking Fund at the time of offering of apartment for Possession.

## SCHEDULE D

### DISCLOSURES, ACKNOWLEDGMENTS & NECESSARY TERMS:

1. **DEFINITIONS:** Unless, in this agreement, there be something contrary or repugnant to the subject or context:
  - a. **“this agreement”** shall mean the Agreement and Schedules all read together.
  - b. **“Co-owners”** shall insofar as the Project is concerned mean (a) all the allottees of Units in the Project excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Owner/Promoter, shall mean the respective Owner and/or Promoter and insofar as the Whole Complex is concerned mean (a) all the allottees of Units in the Whole Complex excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Owner/Promoter, shall mean the respective Owner and/or Promoter;
  - c. **“sanctioned plan”** shall mean the plan sanctioned by the Baruipur Panchayet Samity vide Permission No. 19 dated 08.03.2021 and include additions/alterations made thereto subject to compliance of the Act.
  - d. **“other exigencies”** shall include Acts of Government, Statutory Body etc., strike, riot, mob, air raid, order of injunction or otherwise restraining or suspending development or construction at the Project Land or the said Land or in obtaining connections of the water, drainage, electricity or other connections by the Court of Law, Tribunal or Statutory Body.
  - e. **“scheduled date”** shall mean the date of completion of the project as per registration with the Authority and include the extension of registration, if any, granted to the said project by the Authority, as per the Act.
  - f. **“Maintenance in-charge”** shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and until then mean the Promoter;

- g. **“Common Purposes”** shall mean the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common to the Co-owners and, collection and disbursement of the Common Expenses (morefully described in Schedule ‘E’) and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common
  - h. **“Phases”** shall mean the first phase comprising of the Project and such phases in future if and at the sole discretion of the Promoter developed by it at the said Land.
  - i. Gender: words importing masculine gender shall according to the context mean and construe any other gender and vice versa.
  - j. Number: words importing singular number shall according to the context mean and construe the plural number and vice versa
2. All payments shall be made by the Allottee against proper receipts by the Promoter and the Allottee shall not be entitled to claim nor to set up any other evidence regarding the payment
  3. The Tax Deductible at Source under the Income Tax Laws shall, if applicable be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law. The Promoter or the Owners shall not be liable in any manner whatsoever in case of default on the part of the Allottee in depositing such TDS.
  4. The Promoter has been empowered and authorized under the Development Agreement to receive all amounts from the Allottee. The Promoter and the Owner shall apportion their respective entitlements in terms of the Development Agreement or as they may mutually agree and the Allottee shall have no concern therewith. Further the Promoter has also been empowered and authorized under the Development Agreement to receive the entire Other Charges and Deposits from the Allottee and the Allottee has satisfied himself about such rights of the Promoter.
  5. The sanctioned plan relates to the Whole Complex which shall be developed in phases by the Promoter. The phases shall be as follows:-
    - (a) First Phase being the Project comprising of areas mentioned in Part-I of Schedule ‘F’ hereto
    - (b) Such Future Phases or phases (mentioned in Part-II of Schedule ‘F’ hereto) comprising of multistoried apartment and common amenities and facilities as may be and if developed by the Promoter at its absolute discretion and separately registered under the Act at a later stage as a project/s.
    - (c) The First Phase and the Future Phase or phases (if developed) may or may not have a common Association or a federation of association (as the Promoter may at its sole discretion decide) and will share certain areas, installations and facilities in common. In case the Promoter develops any Future Phases or parts at the Project, the Promoter

may at its sole discretion identify such amenities and facilities to be used in common with the co-owners of the Project and the Future Phases.

6. This agreement is in respect of the Project which is part of First Phase.
  - a. The said Project shall contain certain Common Areas, Facilities and Amenities which shall be completed with Sunrise Aura Phase I as specified Schedule E hereunder written and which the Allottee shall have the right to use in common with the Owners, the Promoter and other Co-owners of the said Project, Allottees of Future Phase/s and other persons permitted by the Promoter. The Project shall also contain certain Common Areas, Facilities and Amenities which shall be completed with Sunrise Aura Future Phase/s as specified in Schedule E hereunder written which the Allottee shall have the right to use in common with the Owners, the Promoter and other Co-owners of the Project, Allottees of Future Phase/s and other persons permitted by the Promoter. The Whole Complex may contain certain joint common areas which the Allottee shall have the right to use in common with the Owners, the Promoter and other Co-owners of the Whole Complex including the Future Phases and other persons permitted by the Promoter. Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the said Building or the Project shall be claimed to be part of the Common Areas by the Allottee either independently or in common with any other Co-owner.
  - b. The Project contains open and covered parking spaces as per sanctioned plans ("Car Parking Areas"), which are not forming part of the amenities and facilities mentioned in Schedule E hereunder written and which can be used for parking "Open/Covered Parking Areas". For a regulated and disciplined use of these spaces, the Promoter has reserved rights to identify the use of parking spaces by the Allottees in these Open/Covered Parking Areas exclusively to the Allottees who need the same and apply for the same. The Allottee agrees and undertakes not to raise any dispute or objection in respect of identification of parking made by the Other Allottees in respect of the Open/Covered Parking Areas nor to disturb the use of the identified parking space by the concerned allottee.
  - c. In case the Promoter intends to make additions and alterations to the Building Plans without affecting the Designated Apartment or reducing the amenities and facilities mentioned in Schedule E, the Promoter shall take consent of the Allottee at the appropriate time if and to the extent required under the Act and which such consent shall not be unreasonably withheld.
  - d. The Allottee acknowledges and confirms that the Promoter shall have the exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project and/or the Whole Complex or any of them Provided that the Promoter shall make any such additional construction upon obtaining approval of plans by Baruipur Panchayet Samity and /or any other competent authority as applicable and upon complying with the applicable provisions of the Act and/or Rules.
  - e. Upon construction of the Buildings the Promoter shall finally identify and demarcate portions of the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas which are reserved for parking and for any other use.



- (b) Other Charges: As part of the Total Price, the Allottee shall also pay to the Promoter the following Deposits: The Allottee shall also pay and deposit and keep deposited the amounts on the following heads:-
- i. A non refundable sum of Rs. 50/- per square feet towards Sinking Fund.
  - ii. The Allottee shall deposit and/or keep deposited with the Promoter as and by way of advance maintenance deposit, a sum of Rs. 50/- per square feet.
  - iii. Goods and Services Tax if applicable on the above.
  - iv. The Deposit paid to the Promoter shall be held by the Promoter as interest free security deposit and unless any amount out of the same is adjusted due to non payment of the taxes and outgoings payable by the Allottee, the same or the unadjusted portion thereof shall be transferred to the Association Allottees by the Promoter.
  - v. The Deposits shall be made by the Allottee to the Promoter before taking possession of the Designated Apartment and within 30 days of receiving Intimation for possession from the Promoter.
7. The refund and/or payment of any amount by the Promoter to the Allottee in terms of this agreement may be made by the Promoter by depositing the amount in the bank account of the Allottee as per the details already provided by the Allottee in the Application for allotment of the Designated Apartment and the same shall be and be deemed to be sufficient discharge of the Promoter in respect of payment of such amount.
8. **Fittings & Fixtures:** Except those provided by the Promoter, all fitouts to be put-up, erected and installed at or inside the Designated Apartment including the interior decoration shall be done and completed by the Allottee at its own costs and expenses. In doing and carrying out the said fitout works, the Allottee shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the Hariharpur Gram Panchyat, Baruipur Panchayet Samity, Zilla Parishad, National Building Code and Fire rules and others and with minimum noise and without causing any disturbance or annoyance to the other Co-owners. The Allottee shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the Fitout works. The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in anyway damage or destroy the beams and columns on the floor, ceiling and walls of the Designated Apartment. The Allottee shall be responsible for all consequences, loss of life and property, damages or accidents that may occur due to breach or default on the part of the Allottee while carrying out any fitout or other activity.
9. The Promoter may use alternative similar substitutes in respect of any item of the specifications, fixtures, fittings or amenities morefully mentioned in the Part IV of Schedule A and Schedule E hereto.

10. The Allottee shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of or in or to the Project or any part thereof by the Promoter due to any reason whatsoever (including and notwithstanding any temporary obstruction or disturbance in his using and enjoying the Designated Apartment and/or the Common Areas).
11. Nothing contained in this Agreement shall affect or prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.
12. The Owners/Promoter would convey proportionate undivided indivisible share in the Common Areas in favour of the Allottee and if the laws for the time being in force otherwise requires such sale to be carried out in favour of the Association, then such sale shall be carried out in favour of the Association, to which the Allottee hereby agrees.
13. The ownership and enjoyment of the Designated Apartment by the Allottee shall be Subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules as stipulated in Schedule 'G' hereto.
14. The Allottee may only after a period of 12 months from the date of execution of this agreement and that too upon taking prior written consent of the Promoter and against payment of the sum equivalent to Rs.150/- per square feet of Built up Area of the Apartment (excluding Other Charges and Taxes) hereunder or at which the Designated Apartment is purchased by the nominee, whichever be higher, in advance to the Promoter, get the name of his nominee substituted in his place and stead in the records of the Promoter as the Buyer of the Designated Apartment subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. Any such nomination shall be at the risk and costs of the Allottee and/or the nominee and all stamp duty and registration charges, legal fees and charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee or its nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum mentioned equivalent to Rs.150/- per square feet of Built up Area of the Apartment mentioned in this clause in respect of the Designated Apartment paid to the Promoter as aforesaid) or Goods and Service Tax arising due to any nomination by the Allottee shall be payable by the Allottee or its transferee but the Owners or the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Owners or the Promoter or to which the Owners or the Promoter are likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Allottee in advance to the Owners and/or the Promoter and the Promoter may not give any consent to any such nomination or transfer without the receipt of such payment. The Allottee shall not, however, be entitled to assign or transfer this agreement for a period of twelve months from the date of execution hereof nor to let out, sell, transfer or part with possession of the Designated Apartment at any time until all the amounts, charges, outgoings, and dues payable by the Allottee to the Promoter in respect of the Designated Apartment are fully paid up and a No Dues certificate is obtained by the Allottee from the Promoter.

15. The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of 5 years from the date of the Completion Certificate
16. The power backup from the Common Generator in the Project shall be commenced only upon fifty percent of the Co-owners (other than the Owners or the Promoter) taking possession of their respective Units in the Project and not before and the Allottee, in case it takes possession of the Designated Apartment before the said time period stipulated for commencement of power backup from Common Generator, shall not raise any objection, dispute or claim in this behalf. The Promoter shall have the discretion to reduce or waive the said requirement of minimum percentage of occupancy at any time.
17. In case the WBSEDCL/CESC/Any other Electric Supply Authority as applicable fails to provide individual meter to the Allottees of the Designated Apartments or provide HT connection (Bulk supply) to the said Project then the Allottees shall make payment of Electric Consumption charges as per bills to be raised by the Promoter or the Association of Allottees upon formation as per consumption recorded in the electricity Sub-Meter to be provided by the Promoter and Association of Allottees upon formation as per the tariff applicable for procurement of such facility by the Promoter or the Association of Allottees upon formation as the case may be together with applicable charges for distribution of the electricity to individual inclusive of Electricity losses, if any and Allottees shall not raise any objection regarding the rate of charges for providing such services.

18. **AREA:**

**Carpet Area of Unit:** The carpet area for the Designated Apartment or any other Unit shall mean the net usable floor area of such Unit, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the Unit.

**Balcony Area:** The net usable area of the exclusive covered balcony/ies (if any) attached to the Unit.

**Open Terrace Area:** The net usable area of the exclusive open space attached to the Designated Apartment if granted to the Allottee.

**Built-up Area:** The built-up area for the Designated Apartment or any other Unit shall mean the Carpet Area of such Unit and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Unit/Balcony and any other Unit/Balcony and the area covered by all other external walls of the such Unit/Balcony.

19. **Unit Area for CAM:** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Allottee, the area shall be the Built-up Area or any other parameter as may be specified in the West Bengal Apartment Ownership Act, 1972.
20. The Promoter has taken construction finance from ICICI Bank for construction of the Project by mortgaging the said Land and the construction. The mortgage, to the extent

it relates to the Designated Apartment, shall be redeemed by the Promoter prior to the execution of Deed of Conveyance in favour of the Allottee in terms hereof.

21. In case the Allottee, with the prior written consent of the Promoter, obtains any housing loan or finance to pay the consideration envisaged herein, the same shall be subject to the terms and conditions of this agreement and the entire obligation or liability in respect of the same shall be that of the Allottee alone.
22. Unless changed by the Promoter, Mr. Subir Basu of Kolkata shall be the Architect for the Project.
23. The Project shall bear the name "Sunrise Aura-Phase-I" or such other name as be decided by the Promoter from time to time. The name of the Project cannot be changed unless permitted by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission.
24. The Allottee(s) accept and acknowledge that in the event of a sub-station being erected on the SAID LAND by the Electricity Provider (CESC/WBSEDCL) the Promoter may be required to transfer ownership of the portion of the SAID LAND on which the sub-station shall be erected by the Electricity Provider and the Allottee shall not object to the said transfer and hereby conveys his no-objection to the said transfer.

#### **SCHEDULE E**

#### **(COMMON AREAS FACILITIES AND AMENITIES)**

#### **Common Areas, Facilities and Amenities to be completed with Sunrise Aura Phase 1**

1. AC Gymnasium with equipment
2. Yoga Room
3. AC Multi Activity Room
4. Indoor Games Room
5. AC Toddler Room
6. Senior Citizens room
7. A.C. Multi Purpose Hall
8. AC Guest Room
9. Swimming Pool with Pool Deck
10. Kids Pool
11. Outdoor Badminton Court
12. Outdoor Children's play zone
13. Mini Amphitheatre at Podium Top
14. Outdoor Multipurpose Court
15. Outdoor Roller Skating Ring
16. Sunrise Lounge

17. Meditation Zone
18. Play Ground at Podium Top
19. Non-AC Community Hall for small gathering at Ground Floor of selected Towers
20. Jogging Track
21. Pet Zone
22. Adda Nook
23. Emareld Lawn
24. Elevated Walking Trail
25. Natural Pond

**Common Areas, Facilities and Amenities to be completed with Sunrise Aura Future Phases**

1. Mini Cricket Practice Net
2. Festive Zone/Party Lawn
3. Tropical Flower Garden
4. Natural Pond.
5. Grand Entrance
6. Pedestrian Entry

**General Common Areas Facilities and Amenities for Sunrise Aura**

1. The staircases, lifts, staircase and lift lobbies, fire escapes and common entrances and exits of the Buildings.
2. The common basements, terraces, parks, play areas, open and covered driveway areas and common storage spaces.
3. The Project Site for the lodging of persons employed for the management of the Project Site and/or the Project including accommodation for watch and ward staffs or for the lodging of community service personnel.
4. Installations of central services such as electricity, water and sanitation, air-conditioning and incinerating, system for water conservation and treatment, and renewable energy.
5. The water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use.
6. Lift machine room, situate at a portion of the ultimate roof of the Buildings, as identified and designated by the Developer.
7. Electric transformer room with all equipment and facilities therein, situate at a

portion of the ground floor of the Buildings, as identified and designated by the Developer.

8. Electric meter room situate at a portion of the ground floor of the Buildings, as identified and designated by the Developer.
9. Generator set, situate at a portion of the Project Site, as identified and designated by the Developer.
10. Tube well and underground and overhead water reservoirs.
11. Common plumbing installations.
12. Fire-fighting arrangements as per statutory norms.
13. Firefighting pumps and firefighting systems intended only for such of the areas and facilities as identified and designated by the Developer.
14. Plumbing, vertical stacks and shafts.
15. Sewage treatment plant with provision to recycle water for flushing and gardening
16. Rainwater harvesting
17. Water availability through bore well as per guidelines stipulated by Local Ground water authority with iron removal facility
18. Feeder cable, transformers, LT switches, meters and individual electrical meters.
19. Drainage and sewage system.
20. Boundary wall and gate.
21. CCTV covering driveways, Block entrance, Complex main entrance and exit gate
22. All other portions of the Project as necessary or convenient for its maintenance, safety, etc. and in common use, each as identified by the Vendor, but shall not include any area sanctioned and/or permitted for construction including under the Plan unless expressly authorized and/or agreed upon in writing by the Vendor.

#### **EQUIPMENTS FOR COMMON SERVICES**

- Pumps for UGR and STP
- 3 Nos. DG sets
- Composter for garbage disposal
- Solar Panels at the Roof Top
- Swimming Pool Filtration Plant
- Sewerage Treatment Plant (STP)

**SCHEDULE F**

**PART I**

**SUNRISE AURA PHASE I (PROJECT)**

1. Tower 3 having ground and 20 upper floors
2. Tower 4 having ground and 20 upper floors
3. Tower 5 having ground and 18 upper floors
4. Tower 8 having ground and 18 upper floors
5. Common Areas, Facilities and Amenities as mentioned in Schedule E hereto.
6. Common use with the Future Phase/s (if developed by the Promoter) of the Common Areas Facilities and Amenities mentioned in Schedule E hereto and any other as be decided by the Promoter before or during the course of development of any Future Phase.

**PART-II**

**FUTURE PHASE/S**

1. Entire Balance Area remaining after Sunrise Aura Phase I
2. Common use with the Sunrise Aura Phase I of the such Common Areas, Facilities and Amenities mentioned in Schedule E hereto and any other as be decided by the Promoter before or during the course of development of any Future Phase/s.

**SCHEDULE G**

**(HOUSE RULES)**

**HOUSE RULES:** The Allottee binds himself and covenants to abide by the following rules, regulations and restrictions (“House Rules”):

1. to use the Designated Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Designated Apartment or any activity which may cause nuisance or annoyance to the Co-owners.

Allottee has identified ..... (135 sq. ft.) in the Car Parking Area for parking of his car as a member of the Association of Allottees to be formed under the West Bengal Apartment Ownership Act, 1972 (the “**Parking Facility**”). The facility of such parking shall be subject to the following conditions. The facility of such parking shall be subject to the following conditions:-

- (i) the Allottee shall not park any motor car, two wheeler or any other vehicle at any other place in the said Project (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever;
  - (ii) the Allottee shall use the Parking Facility, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Space and/or two wheeler, as the case may be.
  - (iii) No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
  - (iv) The Allottee shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
  - (v) The Allottee shall not grant transfer let out or part with the Parking Facility independent of the Designated Apartment nor vice versa, with the only exception being that the Allottee may transfer the Parking Facility independent of the other to any other Co-owner of the Project and none else.
  - (vi) This right to use car parking space does not confer any right of ownership of the space on which such parking facility is provided.
  - (vii) In case due to any enactment or implementation of legislation, rule, bye-law or order of any judicial or other authority, the individual exclusive Parking Facility at the space earmarked for the Allottee is not permissible, then the Allottee shall neither hold the Promoter nor the Owners liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Owner.
  - (viii) The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this agreement shall all be covenants running with the Parking Facility.
  - (ix) The Allottee as individual or as a member of the Association of Allottees to be formed under the West Bengal Apartment Ownership Act, 1972 agrees and undertakes not to raise any dispute or objection in respect of identification of parking if any made by the Other Allottees in respect of the Open/Covered Parking Areas nor to disturb the use of the identified parking space by the concerned allottee.
  - (x) Identification of open/covered car parking space as above is only for convenience and shall not be deemed to be a transfer by the Owners and the Developer of any exclusive right in the identified space and the Consideration payable by the Allottee for the Designated Apartment does not include within it price of such open/covered car parking space.
2. Unless the Parking Facility is expressly availed by the Allottee as above, the Allottee shall not park any motor car, two wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever
3. Allottee is granted the exclusive right to use Open Terrace (admeasuring 0 sq. ft.), if applicable, as a right appurtenant to Designated Apartment, the right of the Allottee to use of such Open Terrace shall be subject to the following conditions:-:
- (i) to use the Open Terrace for the purpose for which it has been sanctioned and in a decent and respectable manner and keep the same at all times in a fully repaired and neat and clean condition and shall be fully responsible for complete maintenance of the same at all times



- (ii) not to damage or modify or make any construction, addition or alteration therein nor to cover or enclose the same nor to display any light or signage from the same so as to be visible from outside nor to put any grills or glass or poles or any item going beyond the height of the parapet
  - (iii) not to allow or permit any leakage or seepage of water from the floor to any other portion of the Buildings at the Project;
  - (iv) not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.
  - (v) not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Open Terrace nor allow the accumulation of water thereat nor store or allow any one to store any goods articles or things in the said Open Terrace or anywhere at the said Land
  - (vi) not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Open Terrace and/or the Buildings at the Project and/or the said Land and/or outside walls of the Buildings at the Project save in the manner indicated by the Promoter or the Maintenance In-Charge
  - (vii) not to transfer or assign or part with their right of use of the Open Terrace or part with the possession of the said Open Terrace, independent of the Designated Apartment and vice versa.
  - (viii) not to sub-divide the Open Terrace in any manner.
4. The use of the Common Areas including but not limited to the Club Facility shall be done by the Allottee using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas (including the Club Facility) and appoint agencies for maintenance of the same. The Allottee shall not hold the Owners or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas including any Club Facility by the Allottee or his family members or any other person.
  5. Not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
  6. Not to claim any access or user of any other portion of the Project except the Said Building and the Common Areas mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
  7. not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated Apartment **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Allottee to put a decent nameplate outside

the main gate of his Unit. It is hereby expressly made clear that in no event the Allottee shall open out any additional window or any other apparatus protruding outside the exterior of the Designated Apartment save that the Allottee shall have the right install window/ split air-conditioners at the place/s provided therefor in the Designated Apartment.

8. To apply for and obtain at his own costs separate assessment and mutation of the Designated Apartment in the records of appropriate authority within 06 (six) months from the date of possession.
9. Not to partition or sub-divide the Designated Apartment nor to commit or permit to be committed any form of alteration or changes in the Designated Apartment or in the beams, columns, pillars of the Buildings at the Project passing through the Designated Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Buildings at the Project or any part thereof.
10. not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
11. not to install or keep or operate any generator in the Designated Apartment or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Designated Apartment is situate or in any other common areas of the Buildings at the Project or the said Land save the battery operated inverter inside the Designated Apartment.
12. not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders
13. not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his Agents to sleep or squat in the common, passage/lobby/terrace/corridors/lift room/garden etc.
14. no bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
15. to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated Apartment at all reasonable times for construction and completion of the Buildings at the Project and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Designated Apartment within seven days of giving of a notice in writing by the Maintenance In-charge to the Allottee thereabout;
16. to use the Common Areas only to the extent required for ingress to and egress from the Designated Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Owners and the Promoter and all other persons entitled thereto.

17. to install fire fighting and sensing system gadgets and equipments as required under law and shall keep the Designated Apartment free from all hazards relating to fire
18. to keep the Designated Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Buildings at the Project and not to do or cause to be done anything in or around the Designated Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Designated Apartment.
19. not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Buildings at the Project or may cause any increase in the premia payable in respect thereof.
20. not to commit or permit to be committed any alteration or changes in, or draw from outside the Buildings at the Project, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Apartment and any other Unit in or portion of the Project.
21. to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Premises and other Common Purposes.
22. keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the Project Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the Project Land.
23. to maintain at his own costs, the Designated Apartment and the Balcony, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Hariharpur Gram Panchyat, Baruipur Panchayet Samity, Zilla Parishad, WBSEDC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Apartment as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
24. Not to alter the outer elevation or façade or colour scheme of the Buildings at the Project (including grills, verandahs, lounges, external doors and windows etc.) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Buildings at the Project otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
25. Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.

26. Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
27. Not to use the Designated Apartment or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners.
28. To allow and permit the Promoter the following rights and authorities:-
- (i) The Promoter shall at all times also be entitled to put or allow anyone to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc., and the Purchaser or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever.
  - (ii) The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the Owners, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, compactor and any other facility primarily for the use of the Co-owners (but with possibility of outsiders being also provided services therefrom by the Owners/supplier/service provider) against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such Owners/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tanto subsidize meet the Common Expenses to that extent.
29. The Allottee binds himself and covenants to bear and pay and discharge the following expenses and outgoings:-
- (i) Property tax and/or Panchayat rates and taxes and water tax, (if any,) assessed on or in respect of the Designated Apartment directly to the Panchayat, BLLRO and any other appropriate authority Provided That so long as the Designated Apartment is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Land.
  - (ii) All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Apartment or the Building or the said Land and whether demanded from or payable by the Allottee or the Maintenance In-charge and the same shall be paid by the Allottee wholly in case the same relates

to the Designated Apartment and and proportionately in case the same relates to the Building or the said Land or any part thereof.

- (iii) Electricity charges for electricity consumed in or relating to the Designated Apartment (including any applicable minimum charges and proportionate share of transmission loss). In case the WBSEDCL/CESC/Any other Electric Supply Authority as applicable fails to provide individual meter to the Allottees of the Designated Apartments or provide HT connection to the said Project then the Allottees shall make payment of Electric Consumption charges as per bills to be raised by the Promoter or the Association of Allottees upon formation as per consumption recorded in the electricity Sub-Meter to be provided by the Promoter and Association of Allottees upon formation as per the rate applicable for procurement of such facility by the Promoter or the Association of Allottees upon formation as the case may be together with applicable charges inclusive of Electricity Losses for distribution of the electricity to individual and Allottees shall not raise any objection regarding the rate of charges for providing such services
- (iv) Charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the Designated Apartment against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Apartment, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
- (v) Proportionate share of all Common Expenses (including those mentioned in Schedule E hereunder written) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-charge, maintenance charges calculated @ Rs.4 (Rupees four only) only per Square foot per month of the Built Up Area of the Designated Apartment for Common Area Maintenance. The said minimum rate is provisional and the final rate shall be firmed up at the time of handing over of the Designated Apartment based on actual cost of maintenance at the said time. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.
- (vi) Allottee shall pay Sinking Fund @ Rs. 50/- per sq.ft. for Built Up Area of Designated Apartment and Maintenance Deposit @ Rs. 50/- per sq.ft. of Built Up area of the Designated Apartment on or before handover of the Possession of the Designated Apartment to the Promoter or to the Association of Allottees upon its formation. If the said Sinking Fund and Maintenance Deposit are paid to the Promoter, then the Promoter shall handover the said amounts after adjusting any dues towards Maintenance Charge to the Association of Allottees upon its formation.
- (vii) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Allottee.

- (i) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
- 29.1. All payments to be made by the Allottee shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Allottee or in the letter box earmarked for the Designated Apartment Provided That any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof and the Allottee shall bear and pay the same accordingly and without any delay, demur or default
- 29.2. The maintenance charges does not include any payment or contribution towards the major repair, replacement, reinstatement etc., of the Common Areas and the Allottee shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance-In-Charge from time to time. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Allottee.
- 29.3. The liability of the Allottee to pay the aforesaid outgoings and impositions shall accrue with effect from the expiry of notice period of the intimation given to the Allottee to take possession.
- 29.4. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Allottee under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance-in-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Allottee and his employees customers agents tenants or licencees and/or the Designated Apartment.

The Allottee shall be and remain responsible for and to indemnify the Owners, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the Buildings at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Owners and/or the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.

## SCHEDULE H

### COMMON EXPENSES

Common Expenses shall include the following (“**Common Expenses**”):

1. **MAINTENANCE:** All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, lighting, upkeep etc. of the main structure including the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas of the Said Building, lifts, generators, intercom, CCTV, water pump with motors, the Parking Spaces and all adjoining side spaces and all related, gutters and water pipes for all purposes, equipments and accessories, machinery, tools and tackles, Club related equipment’s etc., drains and electric cables and wires in under or upon the Said Building and/or the Project and/or the Club and related facilities and/or enjoyed or used by the Allottee in common with other occupiers or serving more than one Unit/flat and other saleable space in the Building and at the Premises, main entrance, landings and staircase of the Building enjoyed or used by the Allottee in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the Common Areas, the main entrance, passages, driveways, landings, staircases and other part of the Said Building and/or the Project so enjoyed or used by the Allottee in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL:** All costs, charges and expenses for running and operating all machines equipments and installations comprised in the Common Areas (including lifts, generators, intercom, water pump with motor, Club related equipment’s, electricity, light fittings etc and also the costs of repairing, renovating and replacing the same and also the Parking Spaces
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.
4. **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
5. **TAXES:** Panchayat and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any unit).
6. **AMC & INSURANCE:** Annual Maintenance Contracts, Insurance premium for insurance, if so done of the Project (except individual units) and/or any Common Areas and also the Parking Spaces or any part thereof against normal degeneration or damages and/or force majeure events including earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.

9. **PARKING SPACES:** All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair, replacement, renovation, overhaul, in respect of the Parking Spaces and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.

**OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Owners, the Promoter, the Association for the common purposes.

**MEMO OF CONSIDERATION**

Received Rs. ..../- (Rupees ..... Only)  
towards part payment of Total Price for the sale of the Apartment as per the terms of this agreement.

---

Promoter

Sureka Land Development Pvt. Ltd.

*San Venkatesh*  
Authorised Signatory