

DRAFT AGREEMENT
RESIDENTIAL SEGMENT.

DRAFT COPY

Sandeep G. Rehalwala Ltd.
Director

This Agreement for Sale ("Agreement") executed on this
_____ day of _____ 2026

Sandeep G. Realty Ltd
Director

By and Between

- 1) **SRI BHUSHAN SINGH (PAN: ALAPS7968L)(Aadhar No. 822351945450)**, Son of Late Ramji Singh, Hindu by Religion, Indian by Nationality, Business by Occupation, resident of Shibendra Narayan Road, Gowala Pattery, Ward No. 4, Coochbehar - I, P.O. & P.S. & District Coochbehar, West Bengal - 736101.
- 2) **SRI AMAR SINGH(PAN: AKRPS9186J)(Aadhar No. 939940221385)**, Son of Late Ramji Singh, Hindu by Religion, Indian by Nationality, Business by Occupation, resident of Shibendra Narayan Road, Gowala Pattery, Singh Bhillia, Coochbehar - I, P.O. & P.S. & District Coochbehar, West Bengal - 736101.
- 3) **SMT SADHANA SINGH(PAN: AMHPS9020P)(Aadhar No. 848396127218)**, Wife of Sri Bhushan Singh, Hindu by Religion, Indian by Nationality, Housewife by Occupation, resident of Shibendra Narayan Road, Gowala Pattery, Singh Bhillia, Coochbehar - I, P.O. & P.S. & District Coochbehar, West Bengal - 736101.

All 3 (three) above represented by **SRI SANDEEP GOYAL** (Aadhar no. 681921713117) (PAN - ADCPG1754E), S/O Sri Shree Bhagwan Goyal aged about 45 years Indian by nationality, Hindu by religion, business by occupation, Address: Ananda Bhawan, Seth Srilal Market, P.O. and P.S. Siliguri, District Darjeeling, West Bengal, PIN - 734001, presently residing at Flat No. 4 11/B, Block 4, Lumina Apartment, Uttorayan, Matigara, Siliguri, District Darjeeling, West Bengal, PIN - 734010, who is the true and **LAWFUL ATTORNEY**, in fact and at law, for and on behalf of the aforesaid Land Owners, by virtue of General Power of Attorney executed by **THE ABOVE SAID** Land Owners in favour of Sri Sandeep Goyal registered in the office of the District Sub Registrar, Coochbehar, Dist. - Coochbehar, duly registered in Book - 1, Volume Number 0801 - 2022, page from 162332 to 162357 dated 21.12.2022 ----- Nos. 1,2 and 3 hereinafter collectively referred to as the **LAND OWNER/S and/or OWNERS/S/ FIRST PART** (which term includes their respective heirs, executors, administrators, legal representatives, successors and permitted assigns).

AND

"SANDEEP G REAL ESTATE LIMITED", (formerly known as Pure Enclave Pvt. Ltd.), having I, TAX P.A No. AADCP6109K, a public limited company incorporated under the Companies Act, 1956, having registered office/corporate office at G-0214, City Centre Office Block, Uttorayan, Matigara, P.O. & P.S. Matigara, District Darjeeling, PIN - 734010, West Bengal and Corporate Identity No. U70101WB2004PTC099823, represented in these presents by one of its Director, Sri Sandeep Goyal, (Aadhar Card No. 6819 2171 3117, I.TAX P.A. No. ADCPG1754E), son of Sri Bhagwan Goyal, resident of Ananda Bhawan, Seth Srilal Market, Siliguri, P.O. & P.S. Siliguri, District Darjeeling, PIN - 734001, presently residing at Lumina Apartments, Flat No. 11A, Block 4, Uttorayan, Matigara, P.O. & P.S. Matigara, District Darjeeling, PIN - 734010, - hereinafter referred to as the **PROMOTER/DEVELOPER/SECOND PART** (which term includes its successors in office, executors, administrators, representatives and permitted assigns).

Sandeep G. Rameshstate Ltd.
Director

AND

[If the Allottee is a company]

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

[OR]

[If the Allottee is a Partnership]

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

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____ (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____,

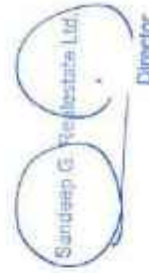
_____, (PAN _____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HUF]

Mr. _____ (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business/residence at _____ (PAN _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

----(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the "THIRD PART /



ALLOTTEE"

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

INTERPRETATIONS/DEFINITIONS:

In this Agreement, the following expressions unless repugnant to the context thereof shall have the meaning assigned thereto-

1. "ACT" means Real Estate (Regulation & Development) Act, 2016
2. "ALLOTTEE(S)" means and includes:
 - i) If the Allottee(s) is a Hindu Undivided Family, then its karta and each of the members constituting HUF, their Heirs, executors, successors, administrators and permitted assignees;
 - ii) If the Allottee(s) is an individual then his/her legal successor(s), executor(s), administrator(s), legal representative(s), and permitted assignee(s);
 - iii) In case the Allottee(s) is a limited company, then its legal successor(s), representative(s) and permitted assignee(s); and
 - iv) In case the Allottee(s) is a Partnership Firm, then its partners for the time being, their respective legal successor(s), executor(s), administrator(s), legal representative(s) and permitted assignee(s), including those of the respective partners.
 - v) An allottee (s) shall mean and include the purchaser of a unit of both the residential and commercial segments.
3. "APARTMENT"/"UNIT" shall mean a space in the Said Project intended and/or capable of being independently and exclusively occupied, having an entry and exit and includes a flat and all such units or spaces intended to be used for any residential or commercial use such as flat, office, shop, convenient shopping in any part of the Said Project (Schedule A).
4. "APPLICABLE LAWS" shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of West and any other law which may be promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in West Bengal, as may be in force and effect during the subsistence of this Agreement and applicable to the development/construction/sale of the Said Project
5. "ARCHITECT" shall mean Green Architecture Consulting Engineers Pvt Ltd, City Centre, Office Block, Uttarayan, Matigara, Siliguri and/or such other person(s) and/or firm(s) and/or company(s) whom the Promoter may appoint from time to time as the architect for the Said Project
6. "AUTHORITY" shall mean the West Bengal Real Estate Regulatory Authority at Kolkata

Sandeep O. Registrar, I.A.
Director

7. **"BUILDING PLANS"** shall mean the plans and designs of buildings constructed or to be constructed on the Scheduled Land which have been duly approved by the Competent Authority, including any variations therein which may subsequently be made by the Promoter and/or Architect(s) in accordance with Applicable Laws
8. **"BLOCK 1" and/or "WING 1"** shall mean the **"COMMERCIAL SEGMENT"** part to be developed in the 2nd phase of the said project **"MAYFAIR ROYAL"**
9. **"BLOCK 2" and/or "WING 2"** shall mean the **"RESIDENTIAL SEGMENT"** part being developed in the 1st phase of the said project **"MAYFAIR ROYAL"**
10. **"CARPET AREA"** means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the Apartment. Explanation.— For the purpose of this clause, the expression **"exclusive balcony or verandah area"** means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s); and **"exclusive open terrace area"** means the area of open terrace which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s);
11. **"COMMON AREAS, AMENITIES AND FACILITIES RESERVED FOR RESIDENTIAL WING"** shall mean those common areas, amenities and facilities which are reserved for apartments in the Residential Segment in the Said Project and as detailed in Part I of Schedule E
12. **"COMMON AREAS, AMENITIES AND FACILITIES RESERVED FOR COMMERCIAL WING"** shall mean those common areas, amenities and facilities which are reserved for apartments/shops/offices/units in the Commercial Segment in the Said Project and as detailed in Part II of Schedule E
13. **"COMMON AREAS, AMENITIES AND FACILITIES RESERVED FOR BOTH THE RESIDENTIAL & COMMERCIAL WING"** shall mean those common areas, amenities and facilities which are common for both the Residential & Commercial Segments in the Said Project and as detailed in Part III of Schedule E
14. **"DELAY PAYMENT CHARGES"** means the charges plus applicable taxes payable by the Allottee(s) to the Promoter for delay in payment of any due amount, installment, charges etc. agreed to be paid under this Agreement, at the rate of State Bank of India highest marginal cost of lending Rate plus 2 (two) percent or such other rate as may be applicable from time to time as per the Act and Rules made thereunder.
15. **"EARNEST MONEY"/"APPLICATION AMOUNT"/"BOOKING AMOUNT"** shall mean 10% of the Total Price of the Unit.

Sandeep G. Ghoshal
Director

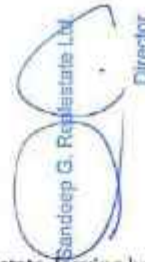
16. "INTEREST RATE" means the State Bank of India's highest marginal cost of lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules.
17. "REGULATION" means regulations made under the Act.
18. "RULES" mean the West Bengal Real Estate (Regulation and Development) Rules, 2021.
19. "SAID PROJECT" shall mean and include both the phases (Phase 1 & 2)/ (Wing 1 & Wing 2), the Residential Segment & the Commercial Segment to be developed on the scheduled land.
20. "SCHEDULE" means the Schedule attached to this Agreement
21. "SCHEDULE LAND" shall mean land admeasuring 4435.35 sqm, being part and parcel of the Entire Land on which the said project "MAYFAIR ROYAL" is being developed, more fully described in Part II of Schedule A
22. "SECTION" means the section of the Act
23. "SUPER BUILTUP AREA" shall mean the carpet area along with the common proportionate area of staircases, lifts, lobby, landings, passages, including thickness of the internal and external walls and columns, balconies and 20% lump sum super built-up area for other common areas.
24. "OWNERS ASSOCIATION" shall mean "an association to be formed by the owners of the units/Apartments in the Said Project as per Clause (e) of Sub- Section (4) of Section 11 of the Act
25. "HE OR HIS" shall also mean either she or her in case the Allottee(s)/ Purchaser(s) is a female or it or its in case the Allottee(s) / Purchaser(s) is a partnership firm or a limited company.
26. The words and expressions used herein but not defined in this Deed and defined in the Act or in the West Bengal Urban Development Act or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

WHEREAS one Sri Ramji Singh, Son of Sri Tipan Singh, was the absolute recorded owner of area of landed properties, recorded in R.S. Khatian Nos. 217, 219 & 222, pertaining to part of R.S. Plot Nos. 1897, 1921, 1924, 1914, 1915, 1916, 1917, 1918, 1919, 1920 & Others, situated within Mouza Sahar Coochbehar, J.L. No. 130, Within the jurisdiction of P.S. Kotwali, District Coochbehar, and the record was published in 1958 during the Revisional Settlement Survey held by the Government of West Bengal.

A N D

That being owner in such possession said Ramji Singh, Son of Late Tipan Singh, died intestate, leaving behind him, his wife, namely (1) Smt. Tara Singh, and four sons, namely (2) Sri Sadan Singh, (3) Sri Madan Singh, (4) Sri Bhushan Singh, (5) Sri Amar Singh, as his only Legal heirs and successors as per provisions of the Hindu Succession Act, 1956. Accordingly, by virtue of inheritance, the above-named legal heirs became the joint owners of the aforesaid landed properties, each having a 1/5th share of the said property.

A N D



That being the owner in such possession, said Smt. Tara Singh died intestate, leaving behind her four sons, namely (1) Sri Sadan Singh, (2) Sri Madan Singh, (3) Sri Bhushan Singh, (4) Sri Amar Singh, as her only Legal heirs and successors as per the provisions of the Hindu Succession Act, 1956. Accordingly, by virtue of inheritance, the above-named legal heirs became the joint owners of the aforesaid landed properties, each having a 1/4th share of the said property.

A N D

That being the owner in such possession, said Sadan Singh, also died in unmarried condition intestate, leaving behind him his three brothers, namely (1) Sri Madan Singh, (2) Sri Bhushan Singh, (3) Sri Amar Singh, as her only Legal heirs and successors as per the provisions of the Hindu Succession Act, 1956. Accordingly, by virtue of inheritance, the above-named legal heirs became the joint owners of the aforesaid landed properties, each having 1/3rd share of the said property.

A N D

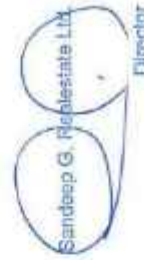
That being owner in such possession said (1) Sri Madan Singh, (2) Sri Bhushan Singh, (3) Sri Amar Singh, all are sons of Late Ramji Singh, executed a registered Deed of Partition being No. I-4693 for the year 1992 recorded in Book No. I Volume No. 34 Pages from 225 to 232 registered at the office of the Additional District Sub-Registrar Sadar, Coochbehar, and whereby Sri Bhushan Singh had acquired the Land measuring 12 Kathas 2 Dhur under R.S. Khatian No. 222, R.S. Plot Nos. 1916, 1917 & 1920, Sri Madan Singh had acquired the Land measuring 12 Kathas 2 Dhur under R.S. Khatian No. 222, R.S. Plot Nos. 1916, 1917 & 1920, and Sri Amar Singh had acquired the Land measuring 12 Kathas 2 Dhur under R.S. Khatian No. 222, R.S. Plot No. 1916, 1917 & 1920.

A N D

That being owner in such possession said Sri Madan Singh, Son of Late Ramji Singh, transferred his share of Land measuring 0.307 Acre or 18 Katha 12 Dhur, out of which Land measuring 12 Kathas 2 Dhur under R.S. Khatian No. 222, appertaining to part of R.S. Plot No. 1916, 1917 & 1920, corresponding to L.R. Plot Nos. 2130 & 2933, which he had acquired by virtue of the aforesaid Deed of Partition being No. I-4693 for the year of 1992 & remaining Land measuring 6 Katha 10 Dhur, under R.S. Khatian Nos. 217 & 219, pertaining to part of R.S. Plot Nos. 1897 & 1921, corresponding to L.R. Plot Nos. 2939, 2940 & 2941, which he had acquired by virtue of inheritance of his deceased father namely Ramji Singh, Situated within Mouza Sahar Coochbehar, J.L. No. 130, Thak No. 914, Within the jurisdiction of P.S. Kotwali, District Coochbehar, to and in favour of his brothers namely (1) Sri Bhushan Singh, (2) Sri Amar Singh, both are sons of Late Ramji Singh, by virtue of registered Deed of Gift being No. I-1842 for the year 2005 was recorded in Book No. I Volume No. 40, Pages from 164 to 170, and the same was registered at the office of District Sub-Registrar Coochbehar.

A N D

That Smt. Sadhana Singh, Wife of Sri Bhushan Singh, had purchased a plot of Land measuring 5 Katha or 0.083 Acre, recorded in R.S. Khatian No. 222, appertaining to part of R.S. Plot No. 1914 & 1915, Situated within Mouza Sahar Coochbehar, J.L. No. 130, Thak No. 914, Within the jurisdiction of P.S. Kotwali, District Coochbehar, by virtue of registered Deed of Sale being No. I-850 for the year 1990 recorded in Book No. I and the same was registered at the office of Additional District Sub-Registrar Sadar, Coochbehar, executed by (1) Sri Kali Charan Koiyori, (2) Sri Ram Piyari Koiyori, (3) Sri Dulal Koiyori, (4) Sri Laxman Koiyori, all are sons of Late Ayodha Koiyori.



A N D

That Smt. Sadhana Singh, Wife of Sri Bhushan Singh, also purchased a plot of Land measuring 2 Katha 10 Dhur out of her total landed property, recorded in R.S. Khatian No. 222, appertaining to part of R.S. Plot Nos. 1914 & 1915, Situated within Mouza Sahar Coochbehar, J.L. No. 130, Thak No. 914, Within the jurisdiction of P.S. Kotwali, District Coochbehar, by virtue of registered Deed of Sale being No. 1-390 for the year of 1997 recorded in Book No. 1 Volume No. 5 Pages from 40 to 44 and the same was registered at the office of District Sub-Registrar, Coochbehar, executed by Smt. Aloka Saha, Wife of Sri Santosh Kumar Saha.

A N D

That one Sri Jogyaram Tiwari, Son of Aditya Prasad Tiwari, was the absolute recorded owner of Landed properties, under R.S. Khatian No. 221, appertaining to part of R.S. Plot Nos. 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934 & Others, situated within Mouza Sahar Coochbehar, J.L. No. 130, Within the jurisdiction of P.S. Kotwali, District Coochbehar, and the record was published on the year of 1958 during the Revisional Settlement Survey held by the Government of West Bengal, since then in his actual and physical possession, having permanent, heritable and transferable right, title and interest therein.

A N D

That being the owner in such possession, said Jogyaram Tiwari, died intestate leaving behind him his three sons, namely (1) Sri Purnendu Naryan Tiwari, (2) Sri Anugrah Tiwari, (3) Sri Kaustav Narayan Tiwari, all are sons of Late Jogyaram Tiwari, as his only legal heirs and successors as per provision of Hindu Succession Act, 1956. Accordingly, by virtue of inheritance, the above-named legal heirs became the joint owners of the aforesaid landed properties, each having a 1/3rd share of the said property.

A N D

That being owner in such possession said (1) Sri Purnendu Naryan Tiwari, (2) Sri Anugrah Tiwari, (3) Sri Kaustav Narayan Tiwari, all are sons of Late Jogyaram Tiwari @ Jagyabal Tiwari, transferred their Land measuring 3 Katha 5 Dhur out of their total landed property, recorded in R.S. Khatian No. 221, corresponding to L.R. Khatian No. 7410, appertaining to part of R.S. Plot Nos. 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, corresponding to L.R. Plot Nos. 2959 (Area measuring 0.002 Acre), 2960 (Area measuring 0.0046 Acre), 2961 (Area measuring 0.01 Acre), 2962 (Area measuring 0.007 Acre), 2963 (Area measuring 0.005 Acre), 2964 (Area measuring 0.011 Acre), 2965 (Area measuring 0.009 Acre) & 2966 (Area measuring 0.005 Acre), Situated within Mouza Sahar Coochbehar, J.L. No. 130, Under Ward No. 4 of Coochbehar Municipality, Within the jurisdiction of P.S. Kotwali, District Coochbehar, to and in favour of namely Sri Bhushan Singh, Son of Late Ramji Singh, by virtue of registered Deed of Gift being No. 1-523 for the year 2021 recorded in Book No. 1 Volume No. 801 Pages from 8223 to 8241, and the same was registered at the office of District Sub-Registrar, Coochbehar.

A N D

That being owner in such possession said (1) Sri Purnendu Naryan Tiwari, (2) Sri Anugrah Tiwari, (3) Sri Kaustav Narayan Tiwari, all are sons of Late Jogyaram Tiwari @ Jagyabal Tiwari, transferred their Land measuring 3 Katha 5 Dhur out of their total landed property, recorded in R.S. Khatian No. 221, corresponding to L.R. Khatian No. 7410, appertaining to part of R.S. Plot Nos. 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, corresponding to L.R. Plot Nos. 2959 (Area measuring 0.002 Acre), 2960 (Area measuring 0.0046 Acre), 2961 (Area measuring 0.01 Acre), 2962 (Area measuring 0.007 Acre), 2963 (Area measuring 0.005 Acre), 2964 (Area measuring 0.011 Acre), 2965 (Area measuring 0.009 Acre) & 2966 (Area measuring 0.005

Sandeep G. Rajwade Ltd
Director

Acre), Situated within Mouza Sahar Coochbehar, J.L. No. 130, Under Ward No. 4 of Coochbehar Municipality, Within the jurisdiction of P.S. Kotwali, District Coochbehar, to and in favour of Sri Amar Singh, Son of Late Ramji Singh, by virtue of registered Deed of Gift being No. 1-520 for the year of 2021 recorded in Book No. 1 Volume No. 801 Pages from 8282 to 8301 and same was registered at the office of District Sub-Registrar, Coochbehar.

A N D

That being owner in such possession said (1) Sri Purnendu Naryan Tiwari, (2) Sri Anugrah Tiwari, (3) Sri Kaustav Narayan Tiwari, all are sons of Late Jogyaram Tiwari @ Jagyabal Tiwari, transferred their Land measuring 3 Katha 5 Dhur out of their total landed property, recorded in R.S. Khatian No. 221, corresponding to L.R. Khatian No. 7410, appertaining to part of R.S. Plot Nos. 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, corresponding to L.R. Plot Nos. 2959 (Area measuring 0.002 Acre), 2960 (Area measuring 0.0046 Acre), 2961 (Area measuring 0.01 Acre), 2962 (Area measuring 0.007 Acre), 2963 (Area measuring 0.005 Acre), 2964 (Area measuring 0.011 Acre), 2965 (Area measuring 0.009 Acre) & 2966 (Area measuring 0.005 Acre), Situated within Mouza Sahar Coochbehar, J.L. No. 130, Under Ward No. 4 of Coochbehar Municipality, Within the jurisdiction of P.S. Kotwali, District Coochbehar, to and in favour of Smt. Sadhana Singh, Wife of Sri Bhushan Singh, by virtue of the registered Deed of Gift being No. 1-518 for the year 2021 recorded in Book No. 1 Volume No. 801 Pages from 7881 to 7900 and the same was registered at the office of District Sub-Registrar, Coochbehar.

A N D

That being owner in such possession said (1) Sri Bhushan Singh, Son of Late Ramji Singh, (2) Sri Amar Singh, Son of Late Ramji Singh, (3) Smt. Sadhana Singh, Wife of Sri Bhushan Singh, had mutated their names at the office of the B.L. & L.R.O. Pundibari, Coochbehar-II in respect of their respective share of the aforesaid landed properties and therefore, seven separate khatian had been issued in their favour vide L.R. Khatian Nos. 6460, 9719, 82, 24709, 24705, 17682, 24701, and since then in their khas actual and physical possession, having permanent, heritable and transferable right, title and interest therein.

A N D

That henceforth, (1) Sri Bhushan Singh, Son of Late Ramji Singh, became the absolute owner of Land measuring 47.7 Decimals, out of which Land measuring 19.965 Decimals is under R.S. Plot Nos. 1916, 1917 & 1920 acquired by virtue of the Deed of Partition being No. 1-4693 for the year of 1992, Land measuring 15.345 Decimals under R.S. Plot Nos. 1916, 1917, 1920, 1897 & 1921 acquired by virtue of the Deed of Gift being No. 1-1842 for the year of 2005, Land measuring 2.60 Decimals under R.S. Plot Nos. 1929, 1930 & 1933 by virtue of the Deed of Gift being No. 1-523 for the year of 2021 & Land measuring 9.79 Decimals under R.S. Plot Nos. 1914, 1915, 1918, 1919 by virtue of inheritance from his deceased father, namely Ramji Singh, (2) Sri Amar Singh, Son of Late Ramji Singh, became the absolute owner of Land measuring 47.8 Decimals, out of which Land measuring 19.965 Decimals under R.S. Plot Nos. 1916, 1917 & 1920 acquired by virtue of the Deed of Partition being No. 1-4693 for the year of 1992, Land measuring 15.345 Decimals under R.S. Plot Nos. 1916, 1917, 1920, 1897 & 1921 acquired by virtue of the Deed of Gift being No. 1-1842 for the year of 2005, Land measuring 2.60 Decimals under R.S. Plot Nos. 1929, 1930 & 1933 by virtue of the Deed of Gift being No. 1-523 for the year of 2021 & Land measuring 9.8 Decimals under R.S. Plot Nos. 1914, 1915, 1918, 1919 by virtue of inheritance from his deceased father, namely Ramji Singh, (3) Smt. Sadhana Singh, Wife of Sri Bhushan Singh, became the absolute owner of Land measuring 14.03 Decimals which she had acquired by virtue of the Deed of Sale being No. 1-850 for the year of 1990, Deed of Sale being No. 1-390

Sandeep G. Realestate Ltd.
Director

for the year of 1997 & Deed of Gift being No. I-518 for the year of 2021, and in such manner the present land owners thus became the absolute owners of Land measuring 47.7 Decimals + 47.8 Decimals + 14.03 Decimals respectively = 109.53 Decimals under R.S. Plot Nos. 1897, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1929, 1930 & 1933, corresponding to L.R. Plot Nos. 2926, 2929, 2930, 2933, 2939, 2940, 2941, 2961, 2962 & 2965 by way of the above-mentioned transfer & inheritance as fully described in the below Schedule - "A" having permanent heritable and transferable right title and interest thereon free from all encumbrances and charges whatsoever.

A N D

Therefore, the Owners are thus absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the land, more fully and particularly described in the Schedule "A" below and hereinafter referred to as "the Schedule Land".

AND WHEREAS the Owner/Land Owners and the Promoter have entered into a development/joint development agreement dated 28.02.2022, registered at the office of the District Sub Registrar, Coochbehar, bearing document number 080103633/22 registered in Book - 1 Volume Number 0801-2022 page from 64726 to 64790 to commercially exploit the same as per the terms and conditions mentioned therein.

AND WHEREAS the Owner/Land Owners and the Promoter have entered into a further agreement/indenture/addendum to the development agreement dated 28.02.2022, executed on 23.12.2025, registered in the office of the District Sub Registrar(D.S.R), Coochbehar, Dist - Coochbehar, duly registered in Book - 1, Volume Number 0801 - 2025, page from 151283 to 151318, being document no. 080109703/2025 dated 23.12.2025 wherein the Land Owners and the Promoter, among other matters as mentioned therein, granted a further time period of four years to the developer, and had also mutually identified, demarcated, agreed and accepted their respective allocations i.e the Owners Allocation and the Developers Allocation as mentioned therein, which is final and binding on both the parties and which, they shall never dispute the same.

AND WHEREAS the said Owners/Land Owners executed a General Power of Attorney in favour of Sri Sandeep Goyal, (PAN No. ADCPG1754E), (a director in the company of the Promoter), Son of Shree Bhagwan Goyal, Hindu by religion, Indian by Nationality, Business by occupation, addressed at Ananda Bhawan, Seth Srilal Market P.O. Siliguri, P.S. Siliguri, District- Darjeeling, West Bengal, Pin- 734001, presently residing at Lumina Apartments, Flat No. 11A, Block 4, Uttorayon, P.O. Matigara, P.S. Matigara, District- Darjeeling, Siliguri, West Bengal, Pin- 734010, registered in the office of the District Sub Registrar(D.S.R), Coochbehar, Dist - Coochbehar, duly registered in Book - 1, Volume Number 0801 - 2022, page from 162332 to 162357, being document no. 080110573/2022 dated 21.12.2022 to deal and dispose of the share of the Developers' Allocation and also other necessary powers as required to commercially exploit the Schedule Land as mentioned in the said Power of Attorney.

Sandeep G. Reddystate Ltd.
Director

AND WHEREAS the owners, being desirous of constructing building/s on the said land, had previously obtained a building plan Vide Building plan no. 04/2020-21 dated 09.05.2020 from the concerned authorities of Coochbehar Municipality, whereafter the developer herein, in consultation and with the consent of the owners herein, had submitted and applied to alter, revise and update the said building plan to the Coochbehar Municipality via online platform, e-Grihanaksha - Online Building Plan Approval System (OBPAS) and got sanctioned an altered, revised and updated building plan, vide building permit number: SWS-OBPAS/0401/2024/0280/EXT/1 Dated 17.12.2024, from The Chairman, Coochbehar Municipality, for a Basement plus Ground (elevated), plus 1st to 5th floor (B+G+5) in Wing 1 (COMMERCIAL WING) and Basement plus Ground plus 1st to 6th floor (B+G+6) in Wing 2 (RESIDENTIAL WING)

The Said Schedule Land comprises of the Said Project named and titled as "MAYFAIR ROYAL" and is earmarked for the purpose of building a Residential AND Commercial Project, comprising 2(two) multistoried buildings, the "Residential Wing" i.e. Wing 2 and/or Block 2 of the said project, shall be Phase 1, and the "Commercial Wing" i.e. Wing 1 and/or Block 1 shall be Phase 2. The Said Project shall be made phase-wise. THE COMMERCIAL WING shall be the 2nd phase of the Said Project. The current development of the Said Project (Phase 1) indicates the "RESIDENTIAL WING".

- A. The said Residential Wing, along with Utilities, shall comprise of exclusive Residential Units. The Residential Wing consist of 35 flats/units, 20 (twenty) domestic store rooms out of which 14(fourteen) nos. is situated on the Ground Floor and 6 (six) nos. spread across the remaining 6 (six) floors of the Residential Wing/ Segment along with car parking spaces/areas situated on the ground floor and in the basement level in a single Building (WING 2) also known as "RESIDENTIAL WING" and Phase 1, within the said Complex save and except 10(ten) nos. car parking space (bearing numbers 27-36) on the ground floor of the Residential Wing and 16(sixteen) nos. open to sky car parking space (bearing numbers 60-75 corresponding to open to sky car parking space) exclusively reserved for the Commercial Wing to be developed in the 2nd Phase of the said project.

WHEREAS,

- A. The Land owners are fully competent to enter into this Deed, and all the legal formalities with respect to the right, title and interest of the Land owners and the development agreement with the Promoter regarding the said land on which the Project is to be constructed have been completed;
- B. However, for convenience and ease of construction, sales and marketing, the Said Project has been divided and proposed to be developed into two (2) phases, first phase being the Residential Wing (Wing 2) and the second phase being the Commercial Wing (Wing 1) with the clear intent to integrate the common areas reserved for both the phases of Residential Wing/Segment and the Commercial Wing/Segment, however, only the 1st phase including Common Areas, Amenities, and Facilities exclusively reserved for the Residential Wing /


Handeep G. Rajasantho Ltd.
Director

Segment of the Said Project as mentioned in Part I of Schedule E shall be developed on the 1st phase and Common Areas, Amenities, and Facilities Reserved for Commercial Wing to be developed in the 2nd phase as mentioned in Part II of Schedule E shall be developed on the 2nd phase. It is also hereby further clarified that the Common Areas and Facilities reserved for both the Residential & Commercial Wing/Segment as mentioned in Part III of Schedule E shall be developed in the 2nd phase and shall be integrated and available as one upon only on completion of both the said phases

- C. The Promoter has further represented that it has conceived, identified and planned various common areas, amenities and facilities which will form part of the Said Project and are **divided into 3 categories**, namely:
- i. Common Areas, Amenities and Facilities reserved for **Residential Segment** as detailed in **Part I of Schedule E**, which will be used and enjoyed by the residents of the Residential Segment only; and
 - ii. Common Areas, Amenities and Facilities reserved for the **Commercial Segment** as listed in **Part II of Schedule E**, which will be used and enjoyed by the users of the Commercial Segment only.
 - iii. Common Areas, Amenities, and Facilities for the Said Project as detailed in **Part III of Schedule E**, which will be **shared jointly and shall be common for the allottees of both the Residential & Commercial Segment**.
- D. The Promoter further represents and the Allottee(s) is aware that the Common Areas, Amenities and Facilities reserved for Residential Segment and as detailed in Part I of Schedule E are reserved for the allottees/occupants/residents of Residential Segment only to the complete exclusion of the allottees/occupants of the Commercial Segment and the Common Areas, Amenities and Facilities Reserved for Commercial Segment as detailed in Part II of Schedule E are reserved for allottees/occupants of the Commercial Segment to the complete exclusion of the allottees/occupants/residents of Residential Segment
- E. It has been specifically explained by the Promoter and understood and agreed by the Allottee(s) that the allottees of the Residential & Commercial Segment of the Said Project shall have equal right in the Common Areas, Amenities and Facilities of the Said Project as detailed in Part III of Schedule E. Accordingly, upon occupation of the Said Project, Common Areas, Amenities and Facilities of the Said Project as mentioned in Part III of Schedule E shall be for both the Commercial & Residential Segment in the Said Project and all the allottees of the Residential Segment and Commercial Segment in the Said Project shall be free to use and exploit the Common Areas, Amenities and Facilities of the Said Project as mentioned in Part III of Schedule E which are in common.
- F. Specifications of material used/to be used in the construction of the Said Project have been specifically provided in Schedule D attached hereto

Sandeep G. Rajwade Ltd.
Director

- G. The Allottee(s) applied for an Apartment in the Said Project and had paid the earnest money/application amount/booking amount as mentioned in Part I of Schedule C, the receipt whereof is duly accepted by the Promoter. Consequently, vide an allotment letter, the Allottee has been allotted the Unit as more particularly described in Schedule A (hereinafter referred to as the "Unit") and pro rata share in the Common Areas, Amenities and Facilities of the Said Project reserved for both the Residential & Commercial Segment and Common Areas, Amenities and Facilities reserved for Residential Segment as permissible under the Applicable Law (except Common Areas, Amenities, and Facilities Reserved for the Commercial Segment) in the Said Project
- H. The Promoter has obtained the final layout plan approvals for the Project from Coochbehar Municipality vide building permit number: SWS-OBPAS/0401/2024/0280/EXT/1 Dated 17.12.2024, from The Chairman, Coochbehar Municipality, for a Basement plus Ground (elevated), plus 1st to 5th floor (B+G+5) in Wing 1 (COMMERCIAL WING) and Basement plus Ground plus 1st to 6th floor (B+G+6) in Wing 2 (RESIDENTIAL WING). The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- I. The Promoter is in the process of constructing and developing the RESIDENTIAL WING/RESIDENTIAL SEGMENT/PHASE 1 of the Said Project on the Schedule Land, more fully described in Part II of Schedule A, and forming part of the Scheduled Land
- J. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at __no. __ on __ under registration
- K. The Allottee had applied for a Residential flat / Unit in the Said Project and has been allotted Flat no. __, Floor __ having Carpet Area of __ square feet and balcony area of __ square feet (Super Built up area of __ square feet) on the __ floor in Wing "2" also known as "RESIDENTIAL WING"/ RESIDENTIAL SEGMENT along with the right to park 1(one) car in the parking area of the said complex to be earmarked to the Allottee by the Promoter, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Residential flat/Unit" more particularly described in Schedule A and the floor plan of the Residential flat/Unit is annexed hereto and marked as Schedule B); As regards to the super built up area mentioned above of the said unit/s and calculation thereof, the Promoter and the Allottee(s) has mutually agreed to the same and the Allottee(s) hereby undertakes that he/she/it shall never ever dispute the same.
- L. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- M. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the


Sandeep G. Rameshbabu
Director

Project;

- N. 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;
- O. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Residential flat/Unit.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee, and the Allottee hereby agrees to purchase the Residential flat/Unit as specified below;

The Total Price for Residential flat / Unit based on the carpet area is Rs. _____ (Rupees _____) ("Total Price")

Block/Building/Wing - 2 "Residential Wing" Residential flat / Unit Number - Type - Residential Floor -	Rate of Residential flat / Unit per square feet Rs. ____/-
Total Consideration Amount	

Explanation:

- (i) The Total Price above includes the application/booking amount, which is 10% of the Total Price (Earnest Money) paid by the allottee to the Promoter towards the Residential flat/Unit. All other charges, which are specifically mentioned in this agreement and do not form part of the total price, shall be paid by the Allottee in addition to the total price as per this agreement.
- (ii) The Total Price above does not include Taxes (by way of Value Added Tax, Service Tax, GST, SGST, CGST, if any, as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project) up to the date of handing over the possession of the Residential flat/Unit. Such taxes shall be paid separately by the Allottee/s on every payment made. The Promoter has also duly clarified and clearly stated, and the allottee/s have duly

Sandeep G. Roshni Ltd.
Director

understood that no component of any taxes in any form and/or in any way is included in the above price and is totally exclusive of any and all the taxes and/or cess and/or levies and shall be charged extra by the promoter and shall be duly paid by the allottee/s to the promoter as and when levied by any Authorities/Government, be it of State and/or Central Government or any Statutory Authorities.

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

- (iii) The Promoter shall periodically intimate to the Allottee of the amount payable as per the payment plan of the total price, more specifically described in Schedule C below, and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation, along with the applicable taxes, within the time and in the manner specified therein.
- (iv) That the Allottee(s) understands and agrees and states that he/she/it has the financial capacity to enter into this agreement and also to purchase the said unit and/or has the capability and eligibility to obtain financial assistance from banks and other financial institutions and to pay to the Promoter the total price of the said unit as per the payment plan as mentioned in Schedule C and in no event the Promoter shall be liable or assume any liability or guarantee for such loans and granting of any loan will always be subject to the terms and conditions of the banks and other financial institutions.
- (v) The Allottee(s) shall be liable to pay Rs. 25,000/- (Rupees Twenty Five Thousand only) plus applicable taxes as legal fees/documentation charges along with all other costs, charges and expenses in connection with the costs of the preparing, executing and registering of this Agreement or related agreements, conveyance deed/sale deed and any other document or documents required to be executed by the Promoter in favor of the Allottee(s) in respect of sale/transfer of the said Unit in favor of the Allottee. These charges are in addition to the stamp duty and registration charges to be paid by the Allottee(s) for getting the agreement and sale deed/conveyance deed registered.
- (vi) The Allottee(s) shall be liable to pay interest free maintenance security deposit (IFMSD) of Rs. 25,000/- (Rupees Twenty Five Thousand only) plus applicable taxes, upfront maintenance charges, documentation charges, water charges (if any), stamp duty, registration charges and any other charges applicable at the time of registration of this Agreement, conveyance deed, etc. in respect of the Unit, which shall be exclusively borne and paid by the Allottee/s.
- (vii) The Allottee(s) has to deduct the applicable tax deduction at source

Sandeep G. Healeshate Ltd.
Director

(TDS) at the time of making the actual payment as per section 194IA of the Income Tax Act, 1961 if applicable. Any failure to deduct or deposit TDS would attract interest and penalty as per the provisions of the Income Tax Act, 1961. The Allottee(s) shall submit the original TDS certificate in the prescribed timelines mentioned in the Income Tax Act, 1961. If the Allottee(s) fail to submit the TDS certificate to the Promoter on the TDS deducted within the stipulated timelines as per the Income Tax Act, the Allottee(s) shall be liable to pay a penalty as per the provisions of the Income Tax Act, 1961 and the Allottee(s) shall keep the Promoter indemnified in this regard. Notwithstanding anything stated in this Clause, default in payment of TDS or providing a certificate of deposit of TDS would be deemed to mean a default in the payment of an instalment of the Total Price under this Agreement and the consequences thereof, as mentioned herein shall follow

- (viii) The Promoter represents that it shall not make any additions and alterations in the Building Plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein at Schedule-D & E in respect of the Unit/Residential Segment of the Said Project without the previous written consent of the required number of the allottee(s) as prescribed under the Act (as may be amended from time to time) and the Allottee(s) hereby agrees that such consent shall not be unreasonably withheld. Provided that the Promoter may make such minor additions or alterations as may be required by the allottee(s), or such minor changes or alterations as may be necessary due to architectural and structural reasons, duly recommended and verified by an authorised Architect or Engineer or by any competent authority after proper declaration and intimation to the Allottee(s).
- (ix) The Total Price of Residential flat/Unit includes the proportionate price of land under the residential segment construction, only of the unit, the common areas, amenities and facilities reserved for the Residential Segment of the said project and the common areas, amenities and facilities of both the Residential & Commercial Segment in the said project. However, the computation of the price of the Residential flat/Unit does not include any element of recovery or payment towards the cost of land, construction, running and operating of the Commercial space/segment (entire Wing 1) to be developed in the 2nd phase, located in the Southern Part, road facing, within the said project, the car parking areas/spaces both in the basement and in the ground level and open to sky car parking space/s, 20 (twenty) domestic store rooms out of which 14 (fourteen) nos. is situated on the Ground Floor and 6 (six) nos. spread across the remaining 6 (six) floors of the Residential Wing/Segment and the common areas, amenities and facilities reserved for the Commercial Segment of the Said project. Further, the Allottee

Sandeep G. Neelastara Ltd
Director

understands and fully agrees that the Promoter is free to deal with the Commercial segment as well as the above-mentioned 20 (twenty) nos. domestic store rooms of the said complex in any manner as the Promoter may deem fit.

- (x) Further, the Allottee understands and fully agrees that the Promoter is free to deal with the Commercial Wing/Segment along with 10(ten) nos. car parking space (bearing numbers 27-36) on the ground floor of the Residential Wing and 16(sixteen) nos. open to sky car parking space (bearing numbers 60-75 corresponding to open to sky car parking space) on the ground level exclusively reserved for the Commercial Wing of the said project to be developed in the 2nd Phase in any manner as the Promoter may deem fit. The Allottee understands and agrees that the Owners/Allottees of the shops/commercial space along with their employees, servants, agents, invitees shall have the right to use the common passage, staff/driver's toilet (on the ground floor), entrance, entry and exit, boundary wall/s, drive ways and all other easements necessary for beneficial use and enjoyment of the said shops/office space/shopping mall.
- (xi) Further, the Allottee also understands and agrees that the Owners/Allottees of the Commercial Segment have the right to use including but not limited to electric rooms, earthing/s, trenches, trays, pits, main switches, telephone cable, cables, optical fibers/any other cable/fiber/low voltage lines, water supply system, soil and sewerage lines, septic tanks, soak pits, waste water & storm water (inlet & outlet) water tanks, underground water reservoir, overhead water reservoir, common washrooms on the ground floor, fire & emergency installations and its connectivity, pumps, motors, water lines, water supply, to and from and to the said Residential Segment and/or the Commercial Segment through pipes, drains, shafts, wires, conduits, pits, trenches or being through basement and/or through over the said project, for the beneficial occupation and enjoyment of the said allottees of the Commercial Segment for all lawful purposes whatsoever in the said project. The Allottee(s) understands and agrees that the owners/allottees of the Residential Wing/Segment shall have the right to use the ultimate terrace/roof of the Residential Wing/Segment only and shall have no right either individually or in common to use and enjoy the ultimate roof/terrace of the Commercial Wing to be developed in the 2nd phase. Similarly, the allottees/users of the Commercial Wing/segment shall have no right either individually or in common to use and enjoy the ultimate roof/terrace of the Residential Wing/Segment.
- (xii) The Allottee also understands and agrees that for the beneficial use and enjoyment of the Allottee of commercial shops/office space/shopping mall segment for the purpose of service installation/s viz Airconditioning machines, maintenance, pipe lines (rain water, waste water, soil and sewer lines) and for exhaust and ventilation, they may use the exterior walls of the Commercial Wing/Segment of all the 4 (four) sides including

Sandeep G. Ravasata Ltd
Director

the back side exterior wall without any disturbance, objection, hindrance, etc. from the allottees of the Residential Wing/Segment/association/society and shall also allow necessary easements to the allottees/users or their agent/s of the Commercial Wing/Segment for effective installation and maintenance thereof including scaffolding as and when required.

- (xiii) The Allottee(s) understands and agrees that the allottees of the Residential Segment & Commercial Segment shall pay and/or share the maintenance charges for the common areas and facilities reserved for both the Residential & Commercial Segment as mentioned in Part III of Schedule E at the rate as specified by the Promoter/Owners Association/Maintenance Agency/Facility Manager as the case may be, by mutual consent and on a practical basis as far as possible.
- (xiv) Further, the allottee also understands and agrees that Owners/Allottees of the shops/commercial segment (when completed and handed over) shall also become a member of the Owners Association/Society of the said project. However, the cost/s of the maintenance and upkeep of the common areas and facilities/installations exclusively reserved for the Commercial Wing/ Segment, as detailed in Part II of Schedule E, shall be exclusively borne and paid by the allottees of the Commercial Wing/Segment only. Similarly, the allottee also understands and agrees that Owners/Allottees of the flats/units of the Residential Wing/segment shall also become a member of the Owners Association/Society of the said project. However, the cost/s of the maintenance and upkeep of the common areas and facilities/installations exclusively reserved for the Residential Wing/Segment, as detailed in Part I of Schedule E, shall be exclusively borne and paid by the allottees of the Residential Wing/Segment only.
- (xv) The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for an increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

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

- (xvi) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete, and the occupancy

Sandeep G. Real Estate Ltd
Director

certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit, then Promoter shall refund the excess money paid by Allottee within 90 (ninety) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to the Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments, whether refund or payment, shall be made at the same rate per square foot as agreed upon.

- (xvii) On demand from the Allottee(s), the Promoter has given inspection to the Allottee(s) of all the documents of title relating to the Project Land/Scheduled Land/Entire Land and the plans (Including the Building Plans), designs and Specifications prepared by the Promoter's Architect and of such other documents as are specified under the Act and the Rules and Regulations made thereunder. The Allottee(s) directly, or through their lawyer, have reviewed these documents and have fully satisfied themselves as to the title of the Land Owners and also to the right, title and interest of the Promoter and its extents and also the development/joint venture agreement, the addendum/supplementary agreement to the development agreement, the Powers of the Promoter and its extents and the Power of Attorney as well as the layout, design and specifications of the Said project.
- (xviii) The Allottee(s) hereby confirms that the Promoter has handed over to the Allottee(s), a draft of this Agreement along with all Schedules and Annexures before purchasing the Unit and after reading and having understood the mutual rights and obligations and also after having understood all the other terms & conditions detailed herein along with all Schedules and Annexures, the Allottee(s) is/are entering into this Agreement for purchase of the said Unit. The Parties hereby confirm that they are signing this Agreement with full knowledge of all Applicable Laws applicable to the Said Project.
- (xix) The bifurcation and demarcation of the common areas, amenities and facilities in the Said Project has been done by the Promoter to avoid collusion and for mutual benefit and/or proper enjoyment according to the segmentation of usage for both the residential and commercial segments/wings, however if in future if any court of law and/or any other authority passes any order against such bifurcation and demarcation of common areas, amenities and facilities of the Said Project and considers such bifurcation and demarcation, illegal, the Allottee(s)/Owners Association will have to abide by the order of such court of law and/or any other authority.
- (xx) The Promoter has already received an earnest money/application/booking amount from the Allottee(s) as mentioned in Part I of Schedule C, and the Allottee(s) agree and undertake to pay the balance amount strictly in accordance with the payment plan given in Part II of Schedule C attached hereto.

Sandeep G. Reelstate Ltd.
Director

Provided that if the Allottee(s) delays in payment towards any amount which is payable as per this Agreement, he/she shall be liable to pay Delay Payment Charges. The Allottee(s) are aware that the taxes, including GST on the Delay Payment Charges, shall also be borne and paid by the Allottee.

(xxi) Exclusive Open Terrace area/s, right to park car/s, servant quarter/s, store room/s or any other area/s exclusively earmarked for a particular Apartment(s) by the Promoter shall form part of common areas and facilities reserved for exclusive use and enjoyment of the owner/occupant of that Apartment/s /unit to the exclusion of other allottees.

(xxii) The Allottee(s) hereby agree and acknowledge that the Promoter shall not be under any obligation to provide any services and/or facilities except as specifically mentioned in this Agreement.

The Promoter further represents that the Promoter will have the right to access to the Said Project till the completion and sale of all the Apartments and all the other saleable areas. Provided that after transferring the possession of the Common Area, Amenities, and Facilities of the Said Project the Owners Association, the Promoter shall continue to have the rights and entitlements to advertise, market, sell any Apartment or building which is not sold, without any restrictions or hindrance from the Owners Association and sale proceeds thereof shall belong only to the Promoter and such Allottee(s) shall be included as members of the Owners Association.

The Promoter further represents that the Promoter, his workmen, agents, workers, staffs, labourers, etc., will have the right to access to the entire Said Project also after completion and handover of the 1st phase being the Residential Wing/Segment to the allottee/s and also after handover of the common areas, amenities & facilities to the Owners Association or Facility Manager as the case may be till the completion of the 2nd phase, i.e., the Commercial Wing/Segment to its entirety, for the purpose of running, operating and completing the construction and other allied works of the 2nd phase, i.e., the Commercial Wing/Segment and also for the purpose as said herein may utilize including but not limited to the infrastructure, spaces, pumps, motors, bore wells, septic tanks, plumbing lines, water supply system & lines, drainage system, electrical lines & system, electric rooms, electrical infrastructure, water reservoirs, fire reservoirs, fire & emergency system, entry and exit, boundary walls, Drive ways, etc., without any hindrance, objection, obstruction by the allottee/s, residents of the Residential Wing/Segment or by the Owners Association, whether individually, separately or collectively. The allottee/s further understands and agrees with the Promoter that for effecting the construction and completion of the Commercial Wing/Segment by the Promoter as said above, the allottees of the Residential Wing/Segment may have to bear with the consequences of the said construction, hardships, inconveniences, etc. till the completion and handover of the 2nd phase i.e. the Commercial Wing/Segment. The allottee/s also further understands and agrees with the Promoter that for effecting the construction and completion of

Sandeep G. Rajwade Ltd
Director

the Commercial Wing/Segment by the Promoter and completing the entire said project to its entirety may have to temporarily suspend but to the minimum extent possible, reasonably as and when required some of the amenities, facilities and infrastructure to which the allottee/s hereby agrees and hereby represents to cooperate with the Promoter.

(xxiii) The Promoter represents to the allottee(s) and the allottee/s hereby expressly agree and do hereby give his/her/their consent to the Promoter for the rearrangement and shifting of the entry point/security gate/gate goomty from the south western corner to the western portion at the end point of the Commercial Wing/Tower and the starting point of the Residential Wing/Club entry. The driveway and the common space leading up to the above-said rearranged and shifted entry point/security gate/gate goomty shall always remain common for all the allottees/users of both the Commercial & Residential Wing.

(xxiv) The Allottee(s) agree and do hereby give consent to the installation of an MS-Gate in the north-eastern part of the driveway, in between parking nos. 36 & 37 of the ground floor of the said project, which shall be used by allottees/residents/purchasers/occupiers/visitor/s etc. of the Residential Wing/Segment/Wing 2, along with the following driveway from the south eastern corner to the point of this MS-GATE (Emergency Exit) only as an emergency exit, which shall be used only in case of emergencies and not in the usual course/day-to-day usage and also for the purpose of maintenance and upkeep only, if so required. That the driveway on the eastern portion from the said emergency exit gate leading up to the end of the south eastern corner up to the main road shall remain exclusively reserved for the allottees/users of the Commercial Wing/Segment/Wing 1. The allottee/s do hereby expressly agree and gives his/her/their consent to the above said arrangement.

(xxv) That the Promoter shall earmark and demarcate the common services areas in the protruding land area at the eastern portion, excluding the open-to-sky car parking areas already reserved exclusively for the Commercial Wing/Segment, for D.G set/s installation/s, electrical infrastructure installation/s, etc., for the Residential Wing & the Commercial Wing, as usually known, the Commercial Wing/Segment requires more power and/or electrical load, which is dynamic and evolving as per the requirements of the usage of the commercial space, the allottees/users of the Commercial Wing shall be earmarked and demarcated with more common services areas for D.G set/s installation/s and electrical infrastructure installation/s etc. in proportion to the Residential Wing/Segment. The Residential Wing shall be earmarked with a maximum area of 1/4th of the total area reserved for the common services areas, and the Commercial Wing shall be earmarked with a minimum area of 3/4th of the total area reserved for the common services areas, excluding the open-to-sky car parking area already reserved

Sandeep G. Realestate Ltd
Director

exclusively for the Commercial Wing/Segment. The allottee(s) agree to such arrangement made by the Promoter and do hereby gives his/her/their express consent and shall never object to the same.

(xxvi) The Allottee(s) agree and understand that except for the Unit as described in Schedule-B attached hereto, the Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable area in the Said Residential & Commercial Segment/Said Project. All Such unallocated saleable/leasable spaces shall remain the exclusive property of the Promoter, and the Promoter shall be free to deal with, in accordance with Applicable Laws.

(xxvii) That the Allottee has also agreed to pay to the Promoter Charges for providing any additional work and/or changes in and/or relating to the said Flat at the request of the Allottee and for providing any additional facilities or utility for/at the said Flat, which shall be paid, borne and discharged by the Allottee.

(xxviii) The said entire project, i.e., the entire said Residential Wing/Residential Segment/ Commercial Wing/Segment shall always be known as 'MAYFAIR ROYAL', and this name shall not be changed by any association or society of the Flats owners/occupants/allottees or any other person claiming through them. The name of the respective blocks shall also remain the same and unchanged. Further, at all times, the name of the project 'MAYFAIR ROYAL' and the name of the Company, i.e. SANDEEPG. REALESTATE and its logo shall be displayed at prominent places in the said Commercial/wing and Residential/wing and/or the entire Project. The copyright/trademark/property mark and all intellectual property (including the words 'MAYFAIR ROYAL') shall always remain, and vest with the promoter and its company, and no person, including but not limited to the Buyer Association/Society or the occupant(s), shall have any claim or right of any nature whatsoever on the said intellectual property. Further, the Promoter shall also be exclusively entitled to install its signage, hoarding, any other kind of branding for any of its past, present and future projects at any suitable place in the Said Project/Whole Project and the Allottee(s) and the Owners Association shall not have any right or shall not obstruct the exploitation of this right by the Promoter.

2. **MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of 'SANDEEPG REALESTATE LTD,' payable at Siliguri.

Sandeep G. Pralastate Ltd.
Director

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Said Project i.e 31st December 2029, as disclosed at the time of registration of the Said Project with the Authority and towards handing over the Unit to the Allottee(s) and the Common Areas, Amenities and Facilities of the Said Project.

Notwithstanding anything contained in this Agreement, timely performance by the Allottee(s) of all its obligations under this Agreement, including without limitation, the obligations to make timely payments of all the dues (including the Total Price of the Unit) as well as other dues, deposits and amounts, including payment of any Delay Payment Charges, in accordance with this Agreement and the Act and the Rules shall also be the essence of this Agreement

Sandeep G. Peakstata Ltd
Director

6. CONSTRUCTION OF THE PROJECT/APARTMENT

- 6.1 The Allottee has seen the specifications and accepted the Payment Plan, floor plans, and layout plans which have been approved by the competent authority of the said entire project consisting of both the Residential (Phase 1) as well as Commercial Wing/Segment (Phase 2), as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the **Competent Authority**/ and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT

- 7.1 **Schedule for possession of the Apartment / Unit** – The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee(s) along with the Common Areas, Amenities and Facilities of the Said Project as mentioned in Part I of Schedule E, is the essence of the Agreement. The Promoter assures to handover possession of the Unit along with the Common Areas, Amenities and Facilities being developed in the Residential Wing of the Said Project as mentioned in Part I of Schedule E with all Specifications as detailed in Schedule D in place, on or before December 31st, 2029 along with a further grace period of 6 (six) months, unless there is delay or failure to keep the construction going due to war, flood, drought, fire, cyclone earthquake, pandemic, epidemic, lockdown, or any other calamity caused by nature, or due to any order by any Court, Tribunal or Government Authority, quasi judicial body, effecting the regular development of the Said Project ("Force Majeure"). If, however, the completion of Said Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit along with along with the Common Areas, Amenities and Facilities in the Residential Wing of the Said Project as mentioned in Part I of Schedule E and the Promoter shall not be liable to pay any penalty/interest/compensation for the delay caused due to such Force Majeure condition. Provided that such Force Majeure conditions are not of a nature which makes it impossible for this Agreement to be implemented. The Allottee(s) agree and confirm that, in the event it becomes impossible for the Promoter to implement the Said Project or any part thereof, due to Force Majeure conditions, which shall be assessed by the Promoter, the Promoter shall inform the Allottee(s) about such impossibility along with notice of termination of 1 (one) month. In such a scenario, the Allottee(s) agree to execute (and register) a cancellation deed with respect to the Unit on which date, the termination shall become effective. Upon termination of this

Sandeep G. Puriestate Ltd.
Director

Agreement, the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee(s), without any interest, within 90 (ninety) days from the date on and only after which the amount will be refunded to the Allottee. After refund of the money paid by the Allottee(s), the Allottee(s) agree that he/ she shall not have any rights, claims, etc. against the Promoter and/or the Said Project and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. However, the aforesaid amount shall be refunded by the Promoter only upon execution and registration of the cancellation deed by the Allottee.

7.2 Procedure for taking possession- The Promoter, upon obtaining the part Occupancy Certificate of the Residential Wing / Segment (Phase1) from the competent authority shall issue an offer letter ("Offer Letter") in writing offering to hand over possession of the Unit, to the Allottee(s) and requesting the Allottee(s) to come forward and execute and register the Conveyance Deed in terms of this Agreement. Within 20 (twenty) days from the date of Offer Letter, the Allottee(s) shall make payment of all dues, outstanding, interest (delay payment charges), if any, maintenance capital expenditure deposit, maintenance security, upfront maintenance charges, stamp duty, registration charges, documentation charges, other expenses etc. to the Promoter and within 50 (fifty) days from clearance of entire dues, outstanding, etc., the Allottee(s) shall take physical possession of the Unit and simultaneously get conveyance of his Unit done from the Promoter by getting the conveyance deed/sale deed registered before the Sub Registrar. After the expiry of 1 (one) full calendar month from the date of issue of the Occupancy Certificate, i.e. **Deemed Date of Possession**, the Allottee(s) shall be liable to pay the maintenance charges as determined by the Promoter / Owners Association / Facility Manager, as the case may be. The Promoter shall handover the copy of the part Occupancy Certificate of the Residential Wing in the Said Project / Building to the Allottee(s) at the time of conveyance of the same. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter which the Promoter is liable to comply/carry out as per the Applicable Laws provided such failure is not on account of reasons beyond the controls of Promoter and/or on account of any default/delay on the part of the Allottee(s). The Allottee(s) shall be solely responsible and liable for compliance with the provisions of the Indian Stamp Act, 1899, The West Bengal Stamp Act and Registration Act, 1908, or any other act/s in force, including any actions taken or deficiencies/penalties imposed by the competent authority. After the Deemed Date of Possession, the Promoter shall not be responsible for any damage caused to the Unit on account of delay on the part of the Allottee(s) in taking over possession and in such event, the Allottee(s) shall have to take possession of the same on an "as is where is basis". The Promoter shall not be held responsible in any manner for any future mishaps like fire, earthquake, flood, etc. OR any accident caused due to any of machineries installed, like

Sandeep G. Prabhastate Ltd
Director

electrical equipment, and transformers, etc.

7.3 Possession of the common areas to the Allottee(s)- After obtaining the part Occupancy Certificate of the Residential Wing (Phase 1) of the Said Project, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including Common Areas, Amenities and Facilities of the Residential Wing/ Segment of the Said Project as mentioned in Part I of Schedule E and to the Owners Association as per the act after obtaining the part Occupancy Certificate

7.4 Cancellation by Allottee(s)- The Allottee(s) shall have the right to cancel/withdraw their allotment in the Residential Wing/Segment of the Said Project as provided in the Act:

Provided that where the Allottee(s) proposes to cancel/withdraw from Residential Wing /Segment (Phase 1) of the Said Project without any fault of the Promoter, or before the date of completion of the Residential Wing/Segment (Phase 1) of the Said Project as recorded with the Authority at the time of registration of the Residential Wing/Segment (Phase 1) of the Said Project or any extension thereof, the Promoter shall be entitled to forfeit and retain the Earnest Money/application money/booking amount, stamp duty, registration charges etc. paid in respect of allotment of the Unit in favor of the Allottee; Delay Payment Charges; documentation charges as mentioned in this Agreement, charges (including taxes) for dishonor of cheque (if any) by the Allottee(s) and all amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities including but not limited to, GST, to the extent that credit of the GST/ taxes paid is not allowed to be claimed as refund by the Promoter and all amounts (including taxes) paid or payable as brokerage fee to any real estate agent, broker, channel partner, institution etc. by the Promoter in respect of the booking of the Allottee(s) etc., as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount of money paid by the Allottee(s), if any, shall be returned by the Promoter to the Allottee(s) without any interest, from the amount realized from new allottee/buyer. After refund of the money paid by the Allottee(s) as provided in this Clause, the Allottee(s) agree that it shall not have any rights, claims, etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. However, the aforesaid amount shall be refunded by the Promoter only upon execution and registration of the cancellation deed by the Allottee.

Cancellation by Allottee(s) after Part Occupancy Certificate- Where the Allottee(s) proposes to cancel/withdraw from the Residential Wing/Segment (Phase 1) of the Said Project without any fault of the Promoter, after receipt of part Occupancy Certificate of the Residential Wing/Segment (Phase 1) of the Said Project, the Promoter shall be entitled to forfeit and retain twice the Earnest Money/ Application Money/Booking amount, stamp duty, registration

Sandeep G. Ramesh Ltd
Director

charges etc. paid in respect of allotment of the Unit in favor of the Allottee; Delay Payment Charges; legal fees/documentation charges as mentioned in this Agreement, charges (including taxes) for dishonor of cheque (if any) by the Allottee(s) and all amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities including but not limited to, GST, to the extent that credit of the GST / taxes paid is not allowed to be claimed as refund by the Promoter and all amounts (including taxes) paid or payable as brokerage fee to any real estate agent, broker, channel partner, institution etc. as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount of money paid by the Allottee(s), if any, shall be returned by the Promoter to the Allottee(s) without any interest, from the amount realized from new allottee/buyer. After refund of the money paid by the Allottee(s) as provided in this Clause, the Allottee(s) agree that it shall not have any rights, claims, etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. However, the aforesaid amount shall be refunded by the Promoter only upon execution and registration of the cancellation deed by the Allottee.

7.5 Compensation - The Promoter shall compensate the Allottee(s) in case of any actual loss, caused to him due to defective title of the Project Land, on which the Residential Wing/Segment of the Said Project is being developed or has been developed, in the manner as provided under the Act and the claim for the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Unit (i) in accordance with the terms of this Agreement, duly completed by the day specified in Clause 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration of the Said Project under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee(s), in case the Allottee(s) wishes to withdraw from the Said Project, without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Unit, with interest calculated at Interest Rate including compensation in the manner as provided under the Act within 90 (ninety) days from the date of cancellation of the Agreement:

Provided that if the Allottee(s) does not intent to withdraw from the Residential Wing/Segment of the Said Project, the Promoter shall pay the Allottee(s) interest computed at Interest Rate for every month of delay, till the handing over of the possession of the Unit, which shall be paid by the Promoter to the Allottee(s) within 90 (ninety) days of it be coming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER AND/OR LAND OWNERS

Sandeep G. Reddystate Ltd.
Director

The PROMOTER AND/OR LAND OWNERS hereby represent and warrant to the Allottee as follows:

- (i) The Land Owner has an absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Land Owners have provided the Promoter with lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment/Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment/Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment/Unit and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said Land, including the Project and the said Apartment/Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment/Unit to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment/Unit to the Allottee and the common areas to the Association of the Allottees.
- (x) The Schedule Property is not the subject matter of any HUF and no part thereof is owned by any minor and/or no minor has any right, title, or claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges, taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings,

Sandeep G. Heastate Ltd.
Director

whatsoever, payable with respect to the said project to the competent Authorities;

- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Land Owners and/or the Promoter in respect of the said Land and/or the Project;
- (xiii) That the property is not Waqf property.
- (xiv) Notwithstanding anything contained in this Agreement, the Allottee(s) covenant that if the Promoter is required to refund any amount to the Allottee(s) due to any reason whatsoever, the Promoter shall have no liability to refund any taxes, levies, duties, charges, cess, duties etc. paid to any government authority
- (xv) The Allottee(s) hereby agree and undertake to be a member of the Owners Association and to sign and execute the application for registration, other papers and documents necessary for the formation of and registration of such Owners Association. The Allottee(s) shall observe and perform all the rules and regulations of the Owners Association that may be specified in detail by the Owners Association. The Allottee(s) shall also pay and contribute regularly and punctually towards all charges, costs, fees, subscription or other out-goings as may be demanded or called upon by the Owners Association or the Maintenance Agency, as the case may be

9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Promoters Default- Subject to the Force Majeure, the Promoter shall be considered under a condition of default, in the following events, namely: -

9.1.1 The Promoter fails to provide ready to move in possession of the Unit to the Allottee(s) without any default on the part of the Allottee(s), within the time period specified in Clause 7.1 above in this Agreement. For the purpose of this clause, 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects, including the provision of all Specifications as agreed to between the Parties and as specified in Schedule D and for which an Occupation Certificate has been issued by the competent authority.

9.1.2 Discontinuance of the Promoter's business as a developer on account of suspension or revocation or expiry of the registration of the Said Project under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of default by the Promoter under the conditions listed above, Allottee(s) is entitled, subject to the condition that there is no default on the part of the Allottee(s), to the following:

9.2.1 Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by

Sandeep G. Poojasthane Ltd.
Director

completing the construction/ development milestones and only thereafter the Allottee(s) be required to make the next payment without any delay payment charges;

or

9.2.2 The Allottee(s) 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(s) under any head whatsoever towards the purchase of the Unit, along with interest calculated at Interest Rate within 90 (ninety) days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest calculated at Interest Rate for the period of delay till the handing over of the possession of the Unit, which shall be paid by the Promoter to the Allottee(s) within ninety (90) days of it becoming due.

9.3 Allottees Default- The Allottee(s) shall be considered having committed a default, on the occurrence of any one or more of the following events:

9.3.1 failure on the part of the Allottee(s) to make payment of any instalment as per the Payment Plan, despite having been issued notice in that regard;

9.3.2 delay/default by Allottee(s) under Clause 9.3.1 above continues for a period beyond 2 consecutive months after demand notice from the Promoter in this regard;

9.3.3 after the issuance of the Offer Letter as per Clause 7.2, failure on the part of the Allottee(s) to deposit the stamp duty/registration charges/any other amounts due, including Delay Payment Charges, if applicable, under this Agreement within the period mentioned in the Offer Letter;

9.3.4 after the issuance of the Offer Letter as per Clause 7.2 the delay/failure on the part of the Allottee(s), having paid all the amounts due to the Promoter under this Agreement, in execution and registration of the conveyance deed of the Unit and/or taking possession of Unit within the period mentioned in the Offer Letter;

9.3.5 breach of any other terms & conditions of this Agreement on the part of the Allottee(s);

9.3.6 violation of any of the Applicable Laws on the part of the Allottee(s).

9.4 The Promoter's rights/remedies upon occurrence of any of event of default on the part of the Allottee(s) as mentioned in Clause 9.3 above shall be as follows:

9.4.1 Upon occurrence of event of default mentioned in Clause 9.3.1 the Allottee(s) shall be liable to pay Delay Payment Charges on the overdue amounts for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the Promoter and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Promoter;

9.4.2 Upon occurrence of an event of default mentioned in Clause 9.3.2, the Promoter may cancel the allotment by terminating this Agreement by serving a notice of 30 days

Sandeep G. Realstate Ltd.
Director

to the Allottee(s) in this regard;

9.4.3 Upon occurrence of event of default mentioned in Clause 9.3.3, 10.3.4 and 9.3.5, the Promoter shall have the option to terminate this Agreement as mentioned in Clause 9.4 (ii); Further in case of event of default under Clause 9.3.3, till the time Promoter exercise the option to terminate this Agreement it shall be entitled to (a) recover Delay Payment Charges as per Clause 9.4.1 and (b) recover maintenance charges from the Deemed Date of Possession; (c) recover holding/ safeguarding charges @0.1% per month on the Total Price of the Unit; (d) taxes mentioned in Clause 7.4; (e); withhold registration of the conveyance deed of the Unit in favor of the Allottee(s); and to refuse possession of Unit to the Allottee(s) till payment of amounts mentioned in Clause 9.3.3 is received and Allottee(s) hereby authorizes the Promoter for the same. The rights and remedies of the Promoter under this Clause shall be in addition to other rights and remedies available to the Promoter under Applicable Laws, equity and under this Agreement. Further, acceptance of any payment without Delay Payment Charges shall not be deemed to be a waiver by the Promoter of its right of charging such Delay Payment Charges or of the other rights mentioned in this Agreement.

9.5 Upon termination of this Agreement by the Promoter as mentioned hereinabove, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the Unit. The Promoter shall be entitled to sell the Unit to any other person or otherwise deal with the Unit in any manner whatsoever, and the Promoter shall be entitled to forfeit/deduct the following amounts out of the amounts paid by the Allottee(s) and refund the balance to the Allottee(s) without any interest:

9.5.1 Earnest Money/Application Money/Booking amount,

9.5.2 Delay Payment Charges;

9.5.3 Legal Fees/Documentation charges as mentioned in this Agreement,

9.5.4 Charges (including taxes) for dishonour of cheque (if any) by the Allottee;

9.5.5 All amounts collected as taxes, charges, levies, cesses, assessments and all other impositions which may be levied by any appropriate authorities, including but not limited to GST, to the extent that credit of the GST/taxes paid is not allowed to be claimed as a refund by the Promoter; and

9.5.6 All amounts (including taxes) paid or payable as brokerage fee/commission to any real estate agent, broker, channel partner, institution, etc.

9.6 Without prejudice to the rights of the Promoter under this Agreement, the Promoter shall be entitled to file/initiate appropriate complaint/proceedings against the Allottee(s) under the Act for default/breach of any of the terms and conditions of this Agreement or the provisions of the Act/ Rules/Regulations

10. CONVEYANCE

The Promoter, on receipt of the complete amount of the total price of the unit/apartment along with payment of all dues, outstanding, interest (delay payment

Sandeep G. Registeria Ltd
Director

charges), if any, interest free maintenance security deposit (IFMSD), maintenance security, upfront maintenance charges, stamp duty, registration charges, documentation charges, other expenses etc. under the agreement from The Allottee(s), shall execute a conveyance deed and convey the title of the unit/apartment together with proportionate indivisible share in the common areas within 3 (three) months from the receipt of the part occupancy certificate. However, in case the allottee fails to deposit the above said amount/s so demanded within the period mentioned in the demand letter/offer letter, the allottee authorises the Promoter to withhold the registration of the Conveyance Deed in his/her favour till full and final settlement of all dues and stamp duty & registration charges to the Promoter is made by the allottee. The Allottee(s) agree and undertake to make him available and present before the competent registering authority for the said purpose on the date(s) communicated to him. In the event that the execution of the conveyance deed is delayed for any reason whatsoever, the Allottee(s) alone shall be liable to pay any increase in stamp duty, registration charges and other like charges before the execution of the conveyance deed. In case the Allottee(s) has taken any loan from any bank/ financial institution for the Unit, the original transfer documents including the conveyance deed shall be directly handed over by Promoter to the lending institution, if so required by them.

The Allottee shall be liable to pay from the date of Deemed Date of Possession or date of actual possession, whichever is earlier, house-tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under Applicable Law, as and when levied by any local body or authority and so long as the Unit of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the Carpet Area of Unit. If the Promoter has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter within 15 days from the date of notice in this regard from the Promoter failing which the Promoter shall be entitled to charge delay payment charges for the period commencing on the date on which the Promoter paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Promoter.

11. MAINTENANCE OF THE SAID PROJECT:

11.1 That the Allottee(s) are aware that qualitative and effective maintenance of the said project is very much required to maintain the beauty and aesthetic look of the said project, which will not only increase the life of the said project but will also give appreciation to the value of the said project. That the Promoter is known for appropriate standards of maintenance and management services in relation to its project through its associate Anandi Ram Maintenance Services, LLP ("Facility Manager") which has very rich and vast experience and expertise in the management and maintenance of large size high rise residential projects having all modern equipment, amenities and facilities such as club house, swimming pool, gym, water treatment plant, power back up system, CCTV surveillance system or other modern security system, lifts, horticulture etc. The Maintenance Agency/ Facility Manager organises various sports, cultural and festive activities from time

Sanddeep G. Palastate Ltd.
Director

to time for the benefit and enjoyment of the residents, which ultimately provides a good lifestyle to the residents. Accordingly, the Maintenance Agency/Facility Manager is appointed to carry out the maintenance of the Said Project at competitive prices until its appointment is recalled, and another maintenance agency is appointed by the Owners Association or otherwise.

11.2 The Promoter, upon the receipt of part of the Occupancy Certificate of the RESIDENTIAL WING/SEGMENT, shall hand over the possession of the Common Areas, Amenities and Facilities of the Said Project as mentioned in Part I of Schedule E to the Owners Association in accordance with the Applicable Laws.

11.3 In terms of the provisions of the Act, process will be initiated to form Owners Association of the Owners of the Units at the appropriate time, under the West Bengal Apartment Ownership Act 1972 laws for the Said Project. Owners' Association will have a set of bye laws (hereafter referred to as "Bye-Laws") which shall govern the Owners Association of both the Residential Wing being developed & the Commercial Wing to be developed in the 2nd phase shall become the members of the Owners Association, i.e. the unit owners in the Residential & Commercial Segment. All the owners of units/apartments in the Residential & Commercial Segment shall become members of the Owners' Association by payment of membership fees and shall abide by the Bye-Laws of the Owners' Association. The Allottee(s) shall become members of the Owners' Association by signing the necessary forms/documents for the Unit and hereby undertake to comply with the Byelaws in letter and spirit.

11.4 The Allottee(s) hereby agree that his/her/its right to the use of Common Areas, Amenities and Facilities as Reserved for Residential or Commercial Segment, as the case may be of the Said Project, shall be subject to timely payment of total maintenance charges and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified under this Agreement, as well as by the Owners Association from time to time. The Allottee(s) undertakes to pay such provisional monthly contribution and such proportionate share of outgoings, including any other charges, if any, regularly each month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Allottee(s) shall be regarded as the default on the part of the Allottee(s) and shall entitle the Promoter/Owners Association/Facility Manager to withhold/stop/prevent the Allottee(s) to use the common areas and services until such default in payment including its penalty/ies, late fine/s, interest or any other charges is cleared to the Promoter/Owners Association/Facility Manager.

11.5 Allottee(s) shall be bound by all the terms and conditions of the Agreement of Owners Association, Bye-Laws, maintenance agreement and any other agreement entered into by the Owners Association and any decisions taken by the Owners Association as per its Byelaws.

12. DEFECT LIABILITY:

Waseem G. Reshateh Ltd.
Director

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

12.2 In case any such structural defect or any other defect in workmanship, quality or provision of services reasonably & in the ordinary course requires additional time beyond the said 30 (thirty) days having regard to the nature of the defect, then Promoter shall be entitled to such additional time period, provided, an intimation thereof has been provided to the Allottee, prior to the expiry of the said initial 30 (thirty) days. The Parties shall mutually work upon and agree to a reasonable and justifiable additional time period for rectification of such defects. The Allottee(s) hereby agrees to such additional time/extension of time without being entitled to or making any claim to receive appropriate compensation in the manner provided under the Act and/or otherwise under Applicable Law.

12.3 Promoter shall not be liable for rectification of any defect if the same has resulted due to natural wear and tear, alterations, modifications, renovation, misuse, and deviation from conditions of usage, and any act, omission or negligence attributable to the Allottee(s) or the Owner's Association. Intrinsically, breakable or degradable items like tiles, stones, wooden items, glass, aluminium items, façade, doors, windows and the like shall not be covered under Defect Liability, and the same shall not be rectified by the Promoter.

12.4 The Allottee(s) further agrees and confirms that the Allottee(s) shall not claim from the Promoter replacement/rectification/service for the fixtures & fittings and/or other items/services covered under warranty period, which shall be limited only up to the extent of the warranty covered and also limited only up to the extent of the warranty period issued by the manufacturing company of such fixtures & fittings and/or other items/services and shall become null and void in case of damages caused to any fixtures & fittings and/or other items/services due to mishandling, misuse, mismanagement and/or maltreatment and/or due to lack of proper and timely maintenance of the same on the part of the Allottee(s) or any of its labourer/s and/or worker/s or any third person representing the Allottee(s) and/or the owners association. Such damages caused as stated herein mentioned shall not be covered under Defect Liability, and the Promoter shall not be liable to replace/rectify/service the same.

12.5 The Allottee(s) confirms and agrees that all fittings, fixtures etc. shall be made functional at the time of handing over the possession of the Unit and the common

Sandeep G. Raghavania Ltd.
Director

areas, facilities and amenities, but the maintenance thereof shall be the responsibility of the Allottees and/or owners' association. The Allottee(s) further understands that there is a fundamental difference between hand over of the building/constructions or infrastructure services and systems free from defects on the one hand and requirement of timely, appropriate and adequate maintenance of handed over building/constructions or infrastructure services and systems so as to maintain aesthetic appearance and/or defect free functioning which by its very nature is a lifelong process. Accordingly, the continued maintenance, including consumables and spare parts of the systems handed over, would not be the responsibility of the Promoter, and the Promoter shall not be liable for rectification of any defects resulting from improper or lack of timely maintenance and/or due to any natural calamity, or the product/materials have lived their life.

12.6 The Allottee(s) hereby agree and confirm that in case of installation of the outer unit of the air conditioners, no hammer and chisel or drill hammer can be used to break the wall to get the pipe out. The pipe has to be taken out only by way of core cutting in the said wall, wherein the outer unit shall be placed. This core cutting is a specialised job and needs to be done by a skilled person so that the external paint and outer wall are not damaged. After the pipe of the air conditioner and the drainage pipeline have been taken out, the area where cutting has been done has to be sealed by a proper mechanism so that no water can enter and seep through the wall, which is to be checked by the allottee(s) if adequately done or not. If the above mentioned procedure is not followed for air condition installation, the Promoter shall not be responsible for any damages that occur and in case of any damages, the allottee(s) have to repair the same at their own cost, which includes scaffolding from outer side, repairing, repainting, etc. which will involve huge costs and which shall also void the Promoter from any defect liability/ies or claim in case of any defect/s arising out in the flat due to such improper work been done.

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

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

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter/maintenance agency/facility manager/owners association of allottees shall have rights of unrestricted access of all Common Areas, car parking spaces for providing necessary maintenance services and the Allottee agrees to

Sandeep G. Real Estate Ltd.
Director

permit the association of allottees and/or maintenance agency to enter into the 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, as located within the Premises of "MAYFAIR ROYAL", shall be earmarked for purposes such as parking spaces and services including but not limited underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service 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 facility manager/association of allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:

16.1 Subject to Clause 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit, and keep the Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenable condition and 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(s) undertakes, assures and guarantees that he/she will not tamper with, install or remove anything from the façade and external/public spaces outside the Unit, including but not limited to dish antennas, air conditioning units, dehumidifiers etc., and would not put any sign-board/ name-plate, neon light, publicity material or advertisement material, any stickers or allow lamination of the exterior glass, grills, panels etc. on balconies, terraces, /the face/ facade of the Building or anywhere on the exterior of the Said Project, building therein or any other area in the Said Project.

16.3 The Allottee(s) shall also not change the color scheme of outer wall or painting of the exterior side of windows or permit any re-modelling, alteration, variation, change or build upon the look, design, texture, fixtures, materials or any combination thereof or carry out any change in the exterior elevation or design of the Unit / Building / Said Project.

16.4 Further the Allottee(s) shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the

Sandeep G. Ryalsastore Ltd
Director

Building or any part of the Said Project. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.

16.5 That all fixtures and fitting including but not limited to air conditioners, coolers, etc., shall be installed by the Allottee(s) at the place earmarked or approved by the Promoter/Owners Association and nowhere else. The non-observance of the provisions of this clause shall entitle the Promoter or Owners Association, as the case may be, to enter the Unit, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).

16.6 The Allottee(s) agrees to abide by and comply with the byelaws or housing rules or such rules which may be issued from time to time by the Owners Association in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Building / Said Project.

16.7 The Allottee(s) agrees and acknowledges that the Promoter reserves the right to name/rename/brand the Said Project and its components; and the Allottee(s) shall not have any objections to the same.

16.8 If any damage is caused to the Unit, including any part of the Said Project and the machines and equipment installed therein, on account of any act, negligence or default on part of the Allottee(s) or his employees, agents, servants, guests, or invitees, the Allottee(s) shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by the Promoter or the Owner's Association or the maintenance agency/Facility Manager, as the case may be.

16.9 The Allottee(s) shall not raise any construction whether temporary or permanent on the rear/front balcony/lawns/roof-top/exclusive terrace area under his/her/its use. The Promoter represents that unit bearing no. 1A, 1B, 1C, 1E & 1F AND 2D & 2E on 1st floor and 2nd floor, respectively, in the Residential Wing/Segment have been earmarked with the exclusive terrace area on right to use basis only. The Promoter represents that the exclusive terrace area so earmarked with the unit shall form part of the unit, and Allottee shall not part with or sell the right of use of said exclusive terrace area independently and separately of the allotted Unit.

16.10 Allottee of the Unit shall not install or attach any antennae, flowerpots, signage, etc. on the exterior of the terrace. It is also made clear that construction/addition/ alteration/modification in the manner of fixing grill, shed, etc. of any nature, whether temporary or permanent, shall not be allowed to be done in/and around the terrace.

16.11 Further, the Allottee shall allow the Promoter or the maintenance staff to have access to the terrace for maintenance of the building, if required, during reasonable hours and to follow the instructions/norms of the Promoter/Association and/or maintenance agency/Facility Manager.

Sandeep G. Reshtate Ltd.
Director

16.12 It is in the interest of the Allottee(s) to help the Owners Association in effectively keeping the Unit and/or the Said Project secured in all ways. For the purpose of security, the Owners Association would be free to restrict and regulate the entry of visitors into the Building/Said Project.

16.13 The Allottee(s) shall not use the Unit for any purpose other than as set out under this Agreement, nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the premises in the Said Project or for any illegal or immoral purpose. The kitchen within the Unit is not for habitable purposes.

16.14 Allottee(s) shall not throw dirt, rubbish, rags, garbage etc. or permit the same to be thrown from the Unit in the compound or any portion of the Scheduled Land and the Building in which the Unit is situated and/or any part of the Said project.

16.15 Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Unit and the Said Project in which the Unit is situated, or lead to an increase in insurance premium payable in respect of the insurance of the Said Project and/or the Unit.

16.16 Allottee(s) shall not remove or damage in any manner the columns, beams, walls, slabs or R.C.C. parts or other structures in the Unit. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit. The Allottee(s) further agrees that it is strictly prohibited from making any alterations or modifications in the Unit or outside the Unit to the structure or the services and systems laid out in the Unit/ Said Project including any changes that are either structural changes or such that would lead to disruption of the electrical, plumbing, other services and waterproofing laid out in the Building or along the Buildings for the use by one or more Apartments. The Allottee(s) shall not, under any circumstances, do or allow any alteration/modification/change to the interior walls, floors, design layout, toilets, kitchens or permanent finishes within the said Unit, save and except with the prior permission of the Owners Association/Promoter in writing.

16.17 The Allottee(s) shall not cover or construct on the balcony(ies), exclusive open terrace(s) or garden(s) reserved exclusively for the dedicated use of the Unit and shall only use the same as open balcony(ies), exclusive terrace(s) or garden(s), as the case may be, and in no other manner whatsoever.

16.18 The Allottee(s) shall not use/cause to be used the said Unit for any purpose except residential use and shall not permit any commercial activity and shall always ensure that the Unit is put to residential use only. Furthermore, the Allottee(s) specifically undertakes not to use the said Unit or offer it to be used in any manner and/or for any activity that is commercial/prohibited/irregular/illegal or other activity that is hazardous or may cause a nuisance of any nature, infringe on the rights of, and/or interfere in the beneficial usage and enjoyment of other Allottees in the Said Project.

Sandeep G. Rajwade Ltd.
Director

16.19 The Allottee(s) undertakes not to subdivide/amalgamate the Unit with any other Apartment in the Said Project.

16.20 The Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Owners Association and/or maintenance agency/Facility Manager appointed by the Owners Association. The Allottee(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16.21 Entry Regulations and safety precautions: The Allottee(s) agree and acknowledge that security of the Said Project and its residents is of paramount importance. Promoter and/or the Owners Association shall have the right to keep the Said Project secure and free from disturbance at all times and shall have the right to monitor, scrutinise, register, regulate and/or restrict the entry of guests, visitors, staff, workmen, contractors, material and equipment, etc.

16.22 After handing over of the Residential Wing/Segment of the Said Project, it shall be the responsibility of the Owners Association for obtaining/renewal of insurance for the Residential Wing/Segment of the Said Project against loss or damage due to natural calamities, fire, riots, earthquake civil commotion etc., and the cost thereof shall be contributed by all the allottees/occupants of the Residential Wing/Segment of the Said Project, as part of the charges payable to the maintenance agency/Facility Manager. The Allottee(s) shall be responsible for the insurance of their Unit and its contents. The Promoter or the Owners Association maintenance agency/Facility Manager shall bear no responsibility for any loss or damage of whatsoever nature caused on account of negligence by other allottees.

16.23 The Allottee(s) hereby agree, and undertake that in the event of termination of this Agreement for any reason whatsoever, the Allottee(s) shall present himself/herself/ itself for registration of cancellation deed of this Agreement in the office of the concerned sub-registrar as per the timelines informed by the Promoter to the Allottee. The Allottee(s) irrevocably and unconditionally grant, agree, undertake, and acknowledge the Promoter/its nominee as a power of attorney holder for the purposes of execution of the cancellation deed of this Agreement. In the event, the Allottee(s) fails to present himself/herself/itself and register the cancellation deed of this Agreement within the timeline communicated by the Promoter, then the Promoter or its nominee shall as a power of attorney holder of the Allottee(s) have the right to execute and register such cancellation deed without requirement of any presence of the Allottee, and the Allottee(s) hereby irrevocably agrees and undertakes that the Allottee(s) shall not protest or litigate or create any impediment or restrictions for execution and registration of the cancellation deed.

16.24 The Allottee(s) further agrees to pay house-tax, property-tax, fire-fighting tax or any other fees, cess, charges or tax as applicable under law, from the Deemed Date of Possession.

Sandeep G. Rajasraste Ltd.
Director

16.25 The Allottees shall not use or install diesel generator in the said unit save and except battery operated inverter.

17. COMPLIANCES OF LAWS, NOTIFICATIONS, ETC. BY PARTIES:

- 17.1 The Parties are entering into this Agreement for the allotment of a Unit with the full knowledge of all laws, rules, regulations, and notifications applicable to the Said Project.
- 17.2 The Allottee(s) along with other allottees of the Residential Wing/Segment of the Said Project either themselves or through their Owners Association, so formed, shall be liable and responsible for applying for and obtaining renewal of various approvals which are obtained/ required to be obtained for the Residential Wing / Segment of the Said Project and to ensure the compliance with applicable laws and the conditions under such approvals at all times. The Allottee(s) along with other allottees will also be responsible for obtaining various NOCs including but not limited to Fire NOC, Consent to Operate, there renewals and/or other statutory renewals which are required to be obtained for the Residential Wing / Segment of the Said Project in future after receipt of occupancy certificate for the Residential Wing / Segment of the Said Project. The Allottee(s) and Allottees of other units and/or Owners Association/Society/Company, without any reference to the Promoter, shall be entitled to approach the requisite authority for any such approvals/renewals and shall also ensure that they always comply with the conditions of such approvals and NOC(s). Failure to obtain statutory approvals or renewals within the prescribed time, or any consequences arising from non-renewals of statutory approvals or non-compliance with the conditions of approvals or NOC(s), shall not cast any liability on the Promoter.
- 17.3 The Promoter shall have the right and authority to raise finance, loan from any financial institution/Bank by way of mortgage/charge securitization of receivables or in any other mode or manner by charge/mortgage of the Said Project subject to the condition that the said Apartment shall be free from all encumbrances at the time of execution of sale deed, the Promoter shall obtain an NOC from the concerned Bank/Financial Institution to execute Agreement to Sale in favor of the Allottee(s)

18. ADDITIONAL CONSTRUCTIONS

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

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

- 19.1 That the Promoter represents that it has not availed any loan facility with respect to the Said Project from any Bank / Financial Institution nor has created any charge by way of equitable mortgage on the Entire Land.
- 19.2 The Promoter shall have the right and authority to raise additional finance, loan

Sandeep G. Praisestate Ltd.
Director

from any financial institution/bank by way of mortgage/ charge securitization of receivables or in any other mode or manner by charge/mortgage of the Said Project (including the land underneath) subject to the condition that the Unit shall be free from all encumbrances at the time of execution of conveyance deed. If required, the Promoter shall obtain a separate NOC from the concerned bank/financial institution to execute this Agreement / Conveyance Deed in favour of the Allottee(s). Such mortgage or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take the Unit.

20. APARTMENT OWNERSHIP ACT

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

21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the earnest money/application money/booking amount excluding the tax component already deposited with the concerned authority/ies 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, correspondence, arrangements, whether written or oral, if any, between the Parties in regard to the said apartment/Unit/building, as the case may be.

23. RIGHT TO AMEND

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

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

Sandeep G. Resalestate Ltd
Director

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Said Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment/Unit, in case of a transfer, as the said obligations go along with the Apartment/Unit for all intents and purposes. It is agreed by the allottees that in case of transfer of the Apartment/Unit from the allottees name to any other subsequent allottee, the allottee agrees to pay nomination charges @ 4% plus applicable taxes of the Total Consideration Price of the said unit. It is agreed that the Allottee(s) is not entitled to assign and/or transfer his/her/its rights under this Agreement relating to the said Unit to any party without the written consent of the Promoter.

25. WAIVER NOT A LIMITATION TO ENFORCE

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

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

26. SEVERABILITY

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

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

Wherever in this agreement it is stipulated that the allottee has to make any payment, in common with other Allottee(s) in the project, the same shall be the proportion which the carpet area of the Apartment/Unit bears to the total carpet area of all the Apartments/Units in the project or as mutually decided by the Allottees or as decided by the Owners Association.

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

Sandeep G. Kestelate Ltd
Director

and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. PLACE OF EXECUTION

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

30. NOTICES

All the notices referred to in this Agreement shall be in writing and shall be deemed to be properly given and served on the Party to whom such notice is to be given if sent either by registered A.D. post or speed A.D. post to the Party at their respective addresses mentioned above.

It shall be the duty of the Parties to inform each other of any changes subsequent to the execution of this Agreement in the above address by registered/ speed 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(s), as the case may be.

31. JOINT ALLOTTEES

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, be considered as properly served on all the Allottees.

32. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

33. DISPUTE RESOLUTION

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

34. DISCLAIMER

The other terms and conditions are as per the contractual understanding

Sandeep G. Rajasthate Ltd
Director

between the parties; however, the additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the act and the rules and regulations made thereunder.

35. USE AND ACCESS OF PARKING

35.1 The Promoter has further clarified to the allottee(s) that 10(ten) nos. car parking space (bearing numbers 27-36) on the ground floor of the Residential Wing and 16(sixteen) nos. open to sky car parking space (bearing numbers 60-75 corresponding to open to sky car parking space) are exclusively reserved for the use and enjoyment of the allottees/users of the Commercial Wing/Segment/Wing 1 of the said project to be developed in the 2nd Phase. Similarly, all other balance car parking/s areas in the ground floor and on the basement level have been kept and reserved for the exclusive use and enjoyment of the allottees of the Residential Wing/Segment/Wing 2, however, such right to park car/s is subject to earmarking the right to park car/s to the allottees of the Residential Wing/Segment and/or the Commercial Wing/Segment as the case may be by the Promoter. The location of these parking spaces and the arrangements are made such that the allottee(s) of the Commercial Wing shall not be required to enter upon the premises of the Residential Wing and the allottee(s) of the Residential Wing shall not be required to enter upon the Commercial Wing. The entry and exit of both the Commercial Wing and the Residential Wing shall also remain separate. However, the allottees/users of both the wings, i.e., the Commercial Wing & the Residential Wing, may, during any emergency or for the purpose of maintenance and upkeep, enter upon the Premises of each other without any hindrance, objection, or obstruction of whatsoever nature and shall cooperate with each other at all times. Such arrangements have been made in order to maintain the administration of the Said Project and to avoid any nuisance and/or disturbances to the allottee(s) of both the Wings, and also to maintain peace and harmony amongst them. The allottee(s) have agreed to such arrangements made by the Promoter.

35.2 That the right to park 1(one) car in the parking area of the said complex for the said unit/apartment to be exclusively earmarked to the Allottee by the Promoter is without charging any consideration thereof and doesn't include any amount towards the said right to park 1(one) car to be exclusively earmarked in the total price of the said unit. This right to park 1(one) car shall not confer upon the Allottee(s) any right of ownership of the space on which such parking right is earmarked and shall under no circumstances use or permit to be used the earmarked right to park 1(one) car parking space for any other purpose whatsoever other than parking of its own car/cars.

35.3 The Allottee(s) understands that in order to maintain the administration of the Said Project, the Promoter has earmarked the right to park cars in the parking area of the said complex for the exclusive use of each unit and the Allottee(s) undertakes to park his vehicle strictly in the parking area to be earmarked to the allottee and not anywhere else in the Said Project. Further, the allottee understands and agrees that some units may be earmarked with the right

to park more than 1 (one) car, and the allottee accepts and consents to the same and shall not object or dispute the same. The parking area earmarked for the Allottee(s) shall be meant exclusively for parking of a specific number of vehicles, and under no circumstances will the Allottee(s) be allowed to park vehicles more than the parking area exclusively earmarked for him/her/their's or anywhere else in the Whole Project. Further, the Allottee(s) agree that the Promoter or the Owners Association reserves the right to restrict the entry of additional vehicles owned by the Allottee(s) within the Said Project, in case the Allottee(s) have been exclusively earmarked the right to park 1 (one) car only.

35.4 It is made clear by the Promoter and the Allottee(s) agrees that the Unit, including the right to park car/s, to be earmarked in the parking area of the said project, shall be treated as a single indivisible unit for all purposes. It is agreed that the Said Project is an independent, self-contained Project covering the Scheduled Land and is not a part of any other project or zone and shall not form a part of and/or be 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(s). It is clarified that the Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Said Project.

36. INDEMNIFICATION

36.1 The Allottee(s) shall, without prejudice to any other rights of the Promoter, agrees to indemnify and keep fully indemnified, hold harmless and defend the Promoter, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoter or which the Promoter may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with

- (i) any of the provisions/covenants of this Agreement and/or
- (ii) any representation or warranties or covenants of the Allottee(s) being false or incorrect and/or
- (iii) any other claim, cost or damage directly attributable to the obligations of the Allottee(s) under the Agreement or due to failure/delay of the Allottee(s) to comply with its obligations under the applicable Central and/or State and local laws and/or of any of the provisions of this Agreement and/or
- (iv) termination of this Agreement by the Allottee(s) without any default/delay on the part of the Promoter and/or
- (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Promoter within the time and/or
- (vi) due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement and/or

Deep G. Rameshwar Ltd.
Director

(vii) termination of this Agreement by the Promoter due to any default/delay on the part of the Allottee(s).

36.2 The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.

36.3 The indemnification rights of the Promoter under this Clause shall be in addition to any other rights and remedies available to the Promoter under Applicable Laws, equity and this Agreement.

DRAFT COPY

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

SIGNED and DELIVERED by the LAND OWNERS at Siliguri in the

Presence of:


Director

SIGNED and DELIVERED by the PROMOTER at Siliguri in the

Presence of:

SIGNED and DELIVERED by the ALLOTTEE(S) at Siliguri in the

Presence of:

Sandeep G. Raghavate Liv
Director

SCHEDULE 'A'

Residential flat / Unit number _____ situated in the _____ Floor of the Residential Segment in "RESIDENTIAL WING"/WING 2 IN the Project known as "MAYFAIR ROYAL"

DESCRIPTION OF THE UNIT

(a) Unit No.:

(b) Floor:

(c) Type:

(d) Carpet Area: _____ sq. mtr. _____ sq. ft.

(e) Total Exclusive Balcony Area: _____ sq. mtr. _____ sq. ft.

(f) Total Exclusive Terrace Area (if applicable): _____ sq.mtr _____ sq.ft.

PART II OF SCHEDULE 'A'

All that piece or parcel of Land measuring 47.7 Decimals + 47.8 Decimals + 14.03 Decimals = **109.53 Decimals, equals to 1.096 acres** appertaining to and forming part of R.S. Plot Nos. 1897, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1929, 1930 & 1933, corresponding to L.R. Plot Nos. 2926, 2929, 2930, 2933, 2939, 2940, 2941, 2961, 2962 & 2965, recorded in R.S. Khatian Nos. 217, 219, 221 & 222, corresponding to L.R. Khatian Nos. 6460, 9719, 82, 24709, 24705, 17682 & 24701. Situated within Mouza Sahar Coochbehar, J.L. No. 130, Under Coochbehar Municipality Area Ward No. 04, Registry office of the Additional District Sub-Registrar Sadar, Coochbehar, Within the jurisdiction of P.S. Kotwali, District of Coochbehar.

The said **LAND** measuring **109.53 Decimals equals to 1.096 acres** is butted and bounded as follows:-

By the North : L.R Plot No. 2942.

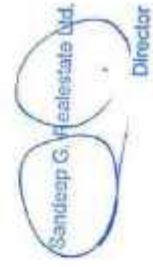
By the South : Shibendra Narayan Road.

By the East : Land of Noni Mondol and Others.

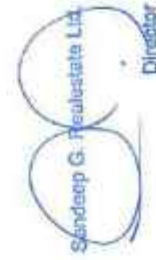
By the West : Land and Property of owners and others.

FLOOR PLAN

SCHEDULE 'B'



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SCHEDULE 'C'

TOTAL PRICE OF THE UNIT (excluding taxes) : _____

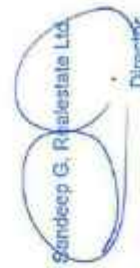
PART I OF SCHEDULE 'C'

Total earnest money / application money / booking amount received Rs. _____ vide _____ dated _____.

PART II OF SCHEDULE 'C'

PAYMENT PLAN BY THE ALLOTTEE (Balance Amount to be paid)

Construction Stage	Payment Installment	Amount	CGST	SGST	Total Amount
On application/earnest money/ Booking (received upon execution of this agreement)	10%				
On Execution of Foundation	20%				
On Execution of Basement Roof Casting of the unit	8%				
On Execution of Ground Floor Roof Casting	8%				
On Execution of 1st Floor Roof Casting of the unit	7%				
On Execution of 2nd Floor Roof Casting of the unit	7%				
On Execution of 3rd Floor Roof Casting of the unit	5%				
On Execution of 4th Floor Roof Casting of the unit	5%				
On Execution of 5th Floor Roof Casting of the unit	5%				
On Execution of 6th Floor Roof Casting of the unit	5%				
On Execution of Brick Work of the unit	5%				
On Execution of Inside Plaster of the unit	5%				
On Execution of Outside plaster of the unit	5%				
On Possession Plus All other charges, stamp duty, registration cost, etc.	5%				
TOTAL					



SCHEDULE 'D'

SPECIFICATIONS

1. Foundation

Reinforced cement concrete, isolated & combined footings/ strip foundation/ raft or load-bearing rubble/ masonry or cast-in-situ bore piles and pile caps as per applicable Bureau of Indian Standards (BIS) codes.

2. Superstructure

Reinforced cement concrete frame structure or load-bearing masonry structure in accordance with applicable earthquake zone and Bureau of Indian Standards (BIS) codes

3. Walls

(a) Internal: Brick wall of Clay Bricks/Fly ash Bricks/AAC Blocks/Solid concrete block/Hollow concrete block

(b) External: Same as above

4. Finishes - Wall

(i) Units

(a) Master and all other bathrooms: Ceramic tiles up to 2.0 to 2.1 M height from floor level and above the tiles - sand-cement plaster and a coat of wall putty.

(b) Kitchen: Ceramic tiles 0.60 meter from countertop and above the tiles - sand-cement plaster and a coat of wall putty.

(ii) Common Areas - Internal Wall: Lift lobby in basement, stilt/ground floor and upper floors: Granite and/or marble and/or Quartz stone and /vitrified tiles and/or ceramic tiles and all other internal walls of cement sand plaster with paint finish (wherever applicable).

(iii) Common Areas - External Wall: All external walls including roof terrace, open terrace, balcony: Cement sand plaster with acrylic paint finish.

5. Finishes -Floor

(i) Units

(a) Living/Dining, entrance foyer, corridor leading to bedrooms: Vitrified Tiles (600X600) or (800X800).

(b) Bedrooms and study room: Vitrified Tiles (600X600) or (800X800).

(c) Master and all other bathrooms: Ceramic Tiles (300X300 or other sizes up to 600X600) and/or combination.

(d) Balcony: Ceramic Tiles (300X300 or other sizes up to 450X450 and/or combination) suitable quality glazed/matt finish.

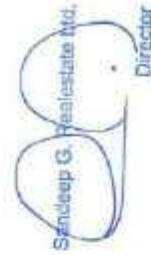
(e) Open Terrace: Kota stone/other local stone/ceramic tiles of appropriate quality/stone mosaic floor.

(f) Internal staircase: Ceramic tiles (300X300 or other sizes up to 450X450 and/or combination) or marble/local stone/ kota/kadappa stone or a combination of tiles and stone

(g) Kitchen: Vitrified Tiles (600X600) or (800X800)

(h) Common Areas - Internal Floor

1. Lift lobby in basement, stilt/ground floor and upper floors: Ceramic tiles (300X300 or other sizes up to 450X450 and/or combination) or Kota stone/other local stone of



appropriate size or combination of ceramic tiles.

2. Staircases and Staircase landing: Ceramic tiles of appropriate quality or semi-polished kota/ kadappa stone or any other local stone or a combination of tiles and the mentioned stone.

3. Stilt area: Ceramic/local tiles of appropriate quality or semi-polished kota stone or any other local stone or a combination of tiles and the mentioned stone.

4. Basement: cemented floor

6. Ceiling

(i) Units

(a) Living/Dining, bedrooms, bathrooms, entrance foyer, study area/room, store, balcony corridor inside the units leading to bedrooms, kitchen & all bathrooms:

(1) Plastered with either-

a. sand-cement mortar and a coat of wall putty or

b. gypsum

(ii) Common Area

(a) Lift Lobbies: same as 6(i)

(b) Staircase, Common lobby, Corridor, Stilt area: 1) plastered with either- a) sand-cement mortar and a coat of wall putty or b) gypsum

(c) Pleasing shade cement paint /acrylic paint/distemper/emulsion of appropriate quality (as per Architects recommendation)

(d) Basement car parks and ramp: Cement concrete surface finished with grey cement wash, exposed concrete finish

Notes:

- Skirting of 60 to 100 mm wherever applicable
- No skirting underneath kitchen platform
- No tiling and/or sand cement plaster work and/or wall putty on/in the loft areas.

7. Windows

(a) Bedrooms, drawing/dining and kitchen: 2 to 3 track aluminium framed window, with 2 to 3 sliding panels depending upon size, with clear float glass fitted with grills.

(b) All bathrooms/powder rooms: Top hung/louvred with frosted glass fitted with grills.

8. Doors

(a) Main entrance, Bedrooms, Study room, master and all other toilets: Bare Flush doors without any pasting/paint. Kitchen: No door is provided

9. Door Frames: Bare Pvc/WPC/MS/GI/wooden frames without any pasting/paint.

10. Bathrooms and kitchen

Sanitary wares and fixtures

(i) All toilets except the powder room

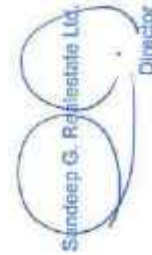
(a) 1 wall hung wash basin

(b) 1 wall-mounted EWC with concealed cistern and seat cover.

(c) A single lever half/quarter turn CP basin mixer in a wash basin, a single lever wall mixer with overhead shower and a spout in the shower area.

(d) 1 CP angle valve along with a PVC semi-rigid/flexible health faucet of standard make.

(e) 2 CP angle valve of standard make for in and out of a hot water geyser, but not the



water geyser itself.

(f) 2 angle valves for water connection to the wash basin and 1 angle valve for water connection to the flushing cistern

(ii) Staff/servant toilet (wherever applicable)

(a) 1 floor/wall-mounted EWC with PVC cistern with white/off-white PVC/UPVC seat and seat cover

(b) 1 wash basin

(c) 1 bib tap in a wash basin for cold water only of standard make

(d) 1 bib tap for cold water and 1 bib tap for hot water of standard make are provided in the bathing area

(e) 1 angle valve for water connection to wash basin and 1 angle valve for water connection to the flushing cistern and

(iii) Powder Room (wherever applicable)

(a) 1 wash basin with 1 pillar cock for cold water

(b) 1 wall-mounted EWC with concealed cistern and seat cover

(c) 1 CP angle valve along with semi rigid/flexible health faucet of standard make.

(d) 1 angle valve for water connection to the wash basin and 1 angle valve for water connection to the flushing cistern and

(iv) Kitchen

(a) 1 stainless steel sink with one bowl of 160-200 mm depth without drain board.

(b) 1 swivel type sink mixer

(c) 1 CP angle valve for water purifier unit/RO

(d) No tap is provided below the sink.

Notes

Brand/make of bath fixtures

(i) All Bathrooms except the staff room toilet

• Sanitary wares: Hindware/Grohe/Dora/Kohler/American Standard
RAK/Vitra/Simpolo or equivalent

• Bath Fittings:

A. Basin mixer, wall mixer and shower of Jaguar/Roca/American Standard/ Grohe or equivalent.

B. Other angle valve, either of CP or PTMT of Standard make, like Jal/Continental/Prayag or equivalent.

(ii) Staff/servant room toilet (wherever applicable)

• Sanitary wares: Cera/Neysar/Parryware/Simpolo or equivalent

• Bath fittings:

A. bib tap of JAL/Continental/prayag or equivalent,

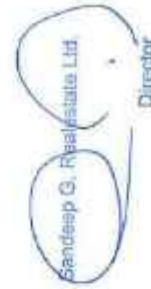
B. Other angle valve, either of CP or PTMT of standard makes Jal/Continental/Prayag or equivalent.

C. Kitchen

Water supply fittings:

A. sink mixer of Jaguar/Roca/American Standard/Grohe or equivalent.

B. Other angle valve, either of CP or PTMT of Standard make, like



Jal/Continental/Prayag or equivalent.

11. Electrical Installation and Fittings

(a) All electrical wiring in concealed conduits with copper wires. Convenient position & distribution of light and power plugs, and provision for an electrical chimney above the platform and a water purifier point in the kitchen.

(b) Modular electrical switches with sockets and fan regulators of SSK/Anchor/North West/Legrand or equivalent

11. Cable TV in the drawing /dining room, and in all bedrooms. Facility of DTH antenna installation for each unit is allowed only on the terrace and not in front of individual units.

12. Driveway and car park

(a) Surface Driveway. Stone and/or pavers and/or tarmac and/or concrete to the external driveway at designated areas.

(b) Basement car parks and ramp to basement car park: Concrete Finish

13. Additional items

(a) Security: Boom Barrier for vehicular barrier, Closed Circuit Television System (CCTV) to project entrance, block Entrance and clubhouse.

(b) Balcony railings: Balcony Metal/ M.S. /wall railing height of 1000mm to 1100 mm

(c) Power back up: Diesel Generator set of appropriate capacity to provide full Back-up into common areas and up to .750 KW in 3 BHK and 1 KW in 4 BHK units.

(d) Washing machine: Provision is provided in a suitable location.

14. Notes/Disclaimers

(a) Marble, Limestone and Granite: Marble: Limestone and granite are natural stone materials containing veins with tonality differences. There will be colour and markings caused by their complex mineral composition and incorporated Impurities. While such materials can be pre-selected before installation, this non-uniformity in the marble, limestone or granite as well as non-uniformity between pieces, cannot be totally avoided. Granite is pre-polished, and care has been taken for its installation. However, granite, being a much harder material than marble, cannot be re-polished after installation. Hence, some differences may be felt at joints. The tonality and pattern of marble, limestone or granite selected and installed shall be subject to availability.

(b) External Paints: The external plastered surface of the buildings is painted of suitable quality as decided by the Architects. Paints are manufactured products from chemicals and specific grades of minerals/natural stone products. After application, this paint is exposed to weather conditions. Ultraviolet rays and weather conditions will affect the life and sheen of the product, and also would cause damage to the expected/designed protective properties of paints. Therefore, periodic maintenance, including the redoing of paints would be inevitable.

(c) Materials, Fittings, Equipment, Finishes, Installation and Appliances: The brand, colour and model of all materials, fittings, equipment, finishes, installation and appliances supplied shall be provided subject to the architect's selection, market availability and the sole discretion of the Promoter.

(d) Timber: Timber is a natural material containing grain/vein and tonal differences. Thus it is not possible to achieve total consistency of color and grain in its selection and installation. Timber has inherent property to react along with atmospheric changes,

Sandeep G. Rameshstate Ltd.
Director

which results in bending, twisting and cracking and which is inevitable.

(e) Internet Access & Cable Television: If the Purchaser requires internet access & Cable Television, the Purchaser will have to make direct arrangements with the Service Provider /or such relevant entities/authorities for services to the Unit and to make all necessary payment.

(f) Glass: Glass, plain/clear/frosted, is widely used in residential developments and may break/ shatter due to accidental knocks or other causes. In addition, glass is manufactured material, and the Purchaser may wish to note that it may not be 100% free from impurities. These impurities are not avoidable with quality checks and balances.

(g) Tiles: Tiles are manufactured from a special kind of clay and other materials. Baking at very high temperatures is an integral stage of the manufacturing process, and therefore, the shades and flatness of each lot vary a little bit. Hence, selected tile sizes and tile surface flatness cannot be perfect. We have been taking utmost care while receiving materials and while installing them to minimise these issues, but they can never be avoided completely due to inherent properties of the material and therefore, excellence in flatness, sizes and minor chips on edges cannot be guaranteed.

(h) Design Experts: Professionally qualified practising consultants in the field are deployed to design different functions in compliance with applicable norms and guidelines. These functions are a) Architecture, b) Structure, c) Plumbing, d) Landscape, e) Fire Fighting and f) Power & Electrical. Design parameters set by such experts and the applicability of their drawings and decisions are treated as final.

(i) As per structural design principles, structures are allowed to deflect in different allowable loading/atmospheric/ground settlement/seismic parameters. Since masonry and RCC members behave differently in such situations, therefore hair cracks in different components of the building are inevitable. These cracks are more visible in the plastered surface of the masonry work. While conventionally recognised precautionary measures will be undertaken diligently but complete disappearance of such cracks cannot be ascertained.

(j) Brick work, plaster and application of putty/POP over plastered surface are manual activities. As of this date, no machines have been found successful to execute these activities without extensive human involvement. Hence, despite all quality processes in the job, undulation, out of plumb to a certain extent, cannot be avoided completely.

(k) That the arrangement for adequate water supply in the said project shall be done by deep/shallow/bore well/s and also the required filtration as designed and recommended by the expert consultants on the basis of the then available data and parameters. However, water from bore well/s are a natural resource and inherently being of ever evolving nature; no one can guarantee consistency, quantity, accuracy, quality and its contents in the future.

(l) While every reasonable care has been taken in preparing the brochure and in constructing the models and show flats, the Promoter and the Marketing Agents cannot be held responsible for any inaccuracies or omissions. Visual representations, models, show flat displays and illustrations, photographs, art renderings and other graphic representations and references are intended to portray only the artist's impressions of the development and cannot be regarded as representations of fact. Floor areas are

Sandeep G. Raajstate Ltd.
Director

approximate measurements and are Subject to final survey.

(m) All information, specifications, renderings, visual representations and plans may not be 100 percent correct and accurate at the time of publication and are subject to changes as may be required by us and/or the competent authorities and shall not form part of any offer or contract nor constitute any warranty by us and shall not be regarded as statements or representation of fact. All facts are subject to amendments as directed and/or approved by the building authorities. All areas are approximate measurements only and subject to final survey. The Agreement to sell shall form the entire agreement between us as the Promoter and the Purchaser and shall supersede all statements, representations or promises made prior to the signing of the Agreement to sell and shall in no way be modified by my statements, representations or promises made by us or the Marketing Agents.

SCHEDULE 'E' PART I

COMMON AREAS, AMENITIES AND FACILITIES RESERVED FOR THE RESIDENTIAL SEGMENT OF THE SAID PROJECT

1. Vehicle Parking areas/spaces both in the ground floor and in the basement level within the said project and the Promoter reserves its rights/the rights to earmark the right to park car/s in the above said parking areas/spaces of the said project to the allottee(s) for the exclusive use of any/each unit which is the part of common areas and facilities reserved for exclusive use and enjoyment of allottee/purchaser/occupants of that particular Apartment/s/Unit/s to the complete exclusion of other allottees/purchasers/occupants **SAVE AND EXCEPT** all that 10(ten) nos. car parking spaces bearing number 27-36 in the ground floor and 16(sixteen) nos. open car parking spaces bearing number 60-75 on the ground level reserved exclusively for the allottees/occupants of the Commercial Wing/Segment to be developed in the 2nd phase.
2. Multipurpose Hall
3. Swimming Pool with deck
4. AC Meeting room cum conference room
5. Outdoor kids' play area
6. AC Indoor Games Room
7. Fully equipped AC gymnasium
8. Roof-top outdoor gymnasium in the Ultimate roof of the Residential Wing/Segment.
9. D.G Set along with its installation/s.
10. Entry/exit gate (goomty) in the Western portion at the starting point of the Residential Wing/club entry.
11. Emergency exit and MS-gate (re-arranged) on the eastern portion between parking no. 36 & 37 on the ground floor.
12. Open-air seating area.
13. 7 meter wide driveway from the entry/exit gate (goomty) (re-arranged), located in the western portion at the starting point of the Residential Wing/Club entry, and thereafter a 5 meter wide driveway up to the emergency exit/ MS-gate in between parking no. 36 & 37 on the ground floor.

Handeep G. Rajalokata Ltd
Director

14. An area equivalent to a maximum area of $1/4^{\text{th}}$ of the total area reserved for the common services areas in the protruding land area at the eastern portion, for D.G Set installation/s, electrical infrastructure installation/s, etc. (excluding the open-to-sky car parking area already reserved exclusively for the Commercial Wing/Segment)

Note: Any common areas and facilities located in the Residential Wing/Segment shall be reserved exclusively for the Residential Wing/Segment unless specifically mentioned as a common area of the said entire project and/or to be used by both the Residential & Commercial Wings/Segments.

SCHEDULE 'E' PART II

COMMON AREAS, AMENITIES AND FACILITIES RESERVED FOR THE COMMERCIAL SEGMENT OF THE SAID PROJECT

1. 10(ten) nos. car parking spaces bearing numbers 27 to 36 on the ground floor and 16 (sixteen) nos. open car parking spaces on the ground level bearing nos. 60-75 reserved exclusively for the allottees/occupants of the Commercial Wing/Segment to be developed in the 2nd phase.
2. Open space in front of the Commercial Wing/Segment, except the driveways.
3. 5 meter wide Entry in the South East portion, followed by a 5 meter wide driveway leading up to the emergency exit/MS-gate (re-arranged) located in the Residential Segment/Residential Wing/Wing 2.
4. Ultimate roof/terrace of the Commercial Wing/Segment to be developed in the 2nd phase, apart from the area(s) reserved/demarcated/allotted to other allottee(s) of the Commercial Segment/Wing for their exclusive use and enjoyment.
5. The entire common areas within the Tower of the Commercial Wing/Segment (Wing 1)
6. An area equivalent to a minimum area of $3/4^{\text{th}}$ of the total area reserved for the common services areas in the protruding land area at the eastern portion for D.G Set installation/s, electrical infrastructure installation/s, etc., (excluding the open-to-sky car parking area already reserved exclusively for the Commercial Wing/Segment).

SCHEDULE 'E' PART III

COMMON AREAS, AMENITIES AND FACILITIES FOR BOTH THE COMMERCIAL & RESIDENTIAL SEGMENTS/WINGS 1 & 2 (PHASE I & II) OF THE SAID PROJECT

1. Sewerage system, drainage system, inspection pits & water supply System, bore well/s, pumps, motors, starters, including water filtration plant if any
2. Electric supply, Transformers/electrical system, inspection pits, trenches, electrical poles, including LV
3. Entire Firefighting system, including but not limited to Underground Water tanks/reservoirs, overhead water tanks/reservoirs, underground fire tank/reservoir, fire pumps & panel and fire panel/pump room.

