

**THIS AGREEMENT FOR SALE** (“**Agreement**”) is made on this \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand and \_\_\_\_\_, at Kolkata

**BETWEEN**

**Bengal Shriram Hi-Tech City Private Limited** (PAN - AAKCS3576J) (CIN - U45203KA2006PTC040975), a company incorporated under the Companies Act, 1956, having its registered office at No. – 31, 2nd Main Road, Sadashivnagar, Bangalore - 560080 and Corporate office at Level – 7, Block – B, “Victoria Park”, Block - GN, Plot - 37/2, Sector V, Salt Lake, Post Office – Nabadiganta, Police Station – Salt Lake Electronic Complex, Kolkata – 700091, hereinafter referred to as the “**PROMOTER**” / “**OWNER**” (which term or expression shall unless repugnant to the subject or context thereof, be deemed to mean and include its successor-in-interest and assigns) of the **FIRST PART**;

**AND**

**NAME-**\_\_\_\_\_ (**PAN No.** \_\_\_\_\_ ) (**Aadhaar No.** \_\_\_\_\_), aged about \_\_\_\_\_ years, SON / DAUGHTER / WIFE / HUSBAND / FATHER / MOTHER OF \_\_\_\_\_

**AND NAME-**\_\_\_\_\_ (**PAN No.** \_\_\_\_\_ ) (**Aadhaar No.** \_\_\_\_\_), aged about \_\_\_\_\_ years, SON / DAUGHTER / WIFE / HUSBAND / FATHER / MOTHER OF \_\_\_\_\_ both residing at \_\_\_\_\_

\_\_\_\_\_, Post Office - \_\_\_\_\_, Police Station - \_\_\_\_\_, District - \_\_\_\_\_, State- \_\_\_\_\_ PIN - \_\_\_\_\_, (hereinafter **Jointly Referred** to as the “**ALLOTTEE/S**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, administrators, successors-in-interest, executors and/or

permitted assigns) of the **SECOND PART**.

The Promoter and Allottee/s shall hereinafter collectively be referred to as the “Parties” and individually as a “Party” .

**WHEREAS:**

- A. One Hindustan Motors Limited, having its registered office at Birla Building, 9/1, R.N. Mukherjee Road, Kolkata – 700001 (“**HML**”), was in possession and enjoyment of approximately 709 acres of land comprised in various Dag Nos./plot nos. situated in Mouza Bara Bahera, J.L. No. 105(Previously J.L No.5), Mouza Khorda Bahera, J.L. No. 106(Previously J.L No. 6), Mouza Konnagar, J.L. No. 107(Previously J.L No. 7), Mouza Kotrong, J.L. No. 108(Previously J.L No. 8), Mouza Bhadrakali, J.L. No. 109(Previously J.L No. 9) and Mouza Makhla, J.L. No. 111(Previously J.L No. 11), under various Khatian Nos. within the jurisdiction of Uttarpara Police Station in the District of Hooghly, West Bengal.
- B. By virtue of an order, vide Memo No. 2675-GE(M)/5M-03/06 dated 13th September, 2006, issued by the Land and Land Reforms Department of the Government of West Bengal (“**Government Order**”), contiguous land parcel admeasuring 314 acres of land comprised in various dag/plot nos. under the Mouzas Bara Bahera, Khorda Bahera, Konnagar, Kotrong, Bhadrakali and Makhla, out of the land admeasuring 709 acres which was under the possession and enjoyment of HML, was technically resumed by the Government of West Bengal and resettled in favour of HML along with freehold rights to develop or cause to be developed a township on the said freehold land or part thereof and to sell, lease or otherwise dispose of the whole or substantial part of the said freehold land in the manner and subject to the terms and conditions contained in the Government Order.
- C. Subsequently, the Promoter has purchased the entire 314 acres of freehold land comprised in various dag/plot nos. under the Mouza Khorda Bahera, J.L NO. 106 ( previously J.L. No. 6), Mouza Konnagar, J.L. No. 107 ( previoiusly J.L no. 7), Mouza Bara Bahera, J.L. No.105 ( Previously J.L no. 5) , Mouza Kotrong, J.L. No. 108 ( previously J.L. No. 8), Mouza Bhadrakali, J.L. No. 109 ( previously J.L. No. 9 ) and Mouza Makhla, J.L. No. 111 (previously J.L. No. 11) under L.R. Khatian Nos. 1808, 11976, 4129, 5798, 7798, 5935 under the jurisdiction of the Uttarpara Police Station and within the local limits of Uttarpara-Kotrong Municipality and Kanaipur Gram Panchayat in the District of Hooghly, West Bengal from the erstwhile owners HML in 5 (five) separate parts/lots (LOT-A, B, C, D & E) by way of 5 (five) separate sale deeds. Subsequently on 11th February 2026, the Promoter transferred a land measuring 42.37 acres comprised in 301, 193, 192 dag Nos./plot nos., situated in Mouza Bhadrakali, J.L no. 109 ( previous J.L. No. 9) under Khatian No. 7798 and Dag/ Plot No. 432,1503,1504,1505, 1538 1559,1560,1561,1566,1591,1593,1597,1599,1667 Mouza Makhla, J.L no. 111 (previous J.L. No. 11) under Khatian No. 5935 within the jurisdiction of Uttarpara Police Station in Hooghly District, West Bengal falling within the local limits of Uttarpara Kotrong Municipality in favour of Govt of West Bengal by virtue of Deed of Conveyance vide Deed no 0645 of 2026. (“**Township Land**”)

- D. The Promoter is developing an integrated township named “SHRIRAM GRAND CITY” in a phase wise manner in conformity with the terms and conditions of the Government Order (“**Township**”). The Township shall be developed in phases, each of which constitutes a separate project.
- E. By a sale deed dated 2nd September, 2009 made between HML, therein referred to as the “Vendor” of the one part, and Bengal Shriram Hi-Tech City Pvt. Ltd., the Promoter herein, therein referred to as the “Purchaser/s” of the other part, which was registered in the office of the Additional Registrar of Assurances-III, Kolkata and duly recorded in Book – I, Volume No. 21-22 Pages 10 to 80 being Deed No. 531 for the year 2008, the said HML sold, transferred and conveyed in favour of the said Bengal Shriram Hi-Tech City Pvt. Ltd., the Promoter herein, ALL THAT piece and parcel of land admeasuring 63.020 acres, being the LOT-C of the Township Land (as defined in the recitals hereinabove), comprised in L.R. Dag Nos. 4476(P) under R.S. Khatian No. 11721 L.R. Khatian No. 11976 in Mouza Konnagar, J.L. No. 107 (Previously J.L. No. 7), L.R. Dag Nos. 1515,3444(P),3663,3664,3665(P),3666(P),3667(P) under R.S. Khatian No. 3847, L.R. Khatian No. 4129 in Mouza Barabahera J.L. No. 105 (previously J.L. No.5) and L.R. Dag Nos. 1891(P),1897(P),1898(P),1899(P),1900(P),1901(P) under R.S. Khatian No. 1677 L.R. Khatian No. 1808 in Mouza Khordabahera, J.L. No. 106 (Previously J.L. No. 6) and situated under the Uttarpara Police Station within the limits of Kanaipur Panchayat of Hooghly District in West Bengal (hereinafter referred to and identified as the “**LOT-C LAND**”).
- F. By a Deed of Declaration dated 2 September 2009, executed between Hindustan Motors Ltd. (“Vendor”) and Bengal Shriram Hi-Tech City Pvt. Ltd. (“Purchaser”), and duly registered and recorded as Document No. 04309 for the year 2009, in Book – IV, Volume No. 6, Pages 3019 to 3040 in the office of the Additional Registrar of Assurances – III, Kolkata, certain discrepancies between the R.S. Dag Nos. and the corresponding L.R. Dag Nos. relating to the parcels of Lot-C Land were rectified, thereby aligning the survey and land records for the said property.
- G. By a sale deed dated 2nd September, 2009 made between HML, therein referred to as the “Vendor” of the One Part, and Bengal Shriram Hi-Tech City Pvt. Ltd., the Promoter herein, therein referred to as the “Purchaser/s” of the Other Part, which was registered in the office of the Additional Registrar of Assurances-III, Kolkata and duly recorded in Book – I, Volume No. 4, Pages 112 to 138 being Deed No. 255 for the year 2008, the said HML sold, transferred and conveyed in favour of the said Bengal Shriram Hi-Tech City Pvt. Ltd., the Promoter herein ALL THAT piece and parcel of land admeasuring 63.880 acres, being the LOT-D of the Township Land (as defined in the recitals hereinabove), comprised in L.R. Dag Nos. 4499,4476(P) under R.S. Khatian No. 11721 L.R. Khatian No. 11976 in Mouza Konnagar, J.L. No. 107 (Previously J.L. No. 7), L.R. Dag Nos. 148(P),150(P),151(P),152(P) under R.S. Khatian No. 5690, L.R. Khatian No. 5798 in Mouza Kotrang J.L. No. 118 (previously J.L. No.18) and L.R. Dag Nos. 3444(P), 3665(P),3666(P),3667(P) under R.S. Khatian No. 3847 L.R. Khatian No. 11976 in Mouza Konnagar, J.L. No. 107 (Previously J.L. No. 7) situated under the Uttarpara Police Station within the limits of Kanaipur Panchayat of Hooghly District in West Bengal

(hereinafter referred to and identified as the “**LOT-D LAND**”).

- H. By a Deed of Declaration dated 2 September 2009, executed between Hindustan Motors Ltd. (“Vendor”) and Bengal Shriram Hi-Tech City Pvt. Ltd. (“Purchaser”), and duly registered and recorded as Document No. 04307 for the year 2009, in Book – IV, Volume No. 6, Pages 2976 to 2996 in the office of the Additional Registrar of Assurances – III, Kolkata, certain discrepancies between the R.S. Dag Nos. and the corresponding L.R. Dag Nos. relating to the parcels of Lot-D Land were rectified, thereby aligning the survey and land records for the said property.
- I. By virtue of the sale deeds dated 29.01.2008 and 08.12.2007 more particularly set out under Recital E and G hereinabove and the deeds of declaration dated 02.09.2009 and 02.09.2009 more particularly set out in Recital F & H hereinabove, the Owner/Promoter has become the sole owner of and is absolutely seized and possessed of or otherwise sufficiently entitled to the LOT-C and LOT-D Land respectively.
- J. The Owner/Promoter has subsequently been recorded as a “Raiyat” in respect of the LOT-C and LOT-D Land in the Record-of-Rights maintained at the office of Block Land and Land Reforms Officer (“**BL&LRO**”), Sreerampore –Uttarpara and is the absolute and lawful owner of all the Lots of the abovementioned land.
- K. Thereafter, the LOT-C and D LAND has been interalia converted to non-agriculture land and presently classified as “Upanagari” vide Order No. IX-2/07(Comm)/2358/1(7)/S/2015 dated 20th April, 2015.
- L. The Promoter is presently developing residential plots and commercial units in the name and style of “Shriram Southbrook” (“**Project Shriram Southbrook**” / “**Project**”) on ALL THAT pieces and parcel of contiguous land altogether admeasuring 16.17 acres (equivalent to 65437.668 Sq. Mtrs.) out of the LOT-C & D LAND as mentioned hereinabove falling within Mouza Barabehera J.L. No. 105 (Previously J.L No. 05), comprised in LR Dag No. 3444 under LR Khatian no. 4129 and mouza Konnagar J.L. No. 107 (Previously J.L No. 07), and comprised in L.R. Dag No. 4476 under L.R. Khatian No. 11976 within the Kanaipur Gram Panchayat, Police Station – Uttarpara in the District of Hooghly, West Bengal, more particularly described in the Schedule A Part -I hereunder written and hereinafter referred to as the “**Project Land**”.
- M. Subsequently, pursuant to a mortgage deed No. ----- of ----- dated -----, the Promoter has availed project finance from -----, for financing the construction work relating to the development of the Project Shriram Southbrook.
- N. The Promoter has obtained the final layout plan, sanctioned plan and approvals for the Project from Kolkata Metropolitan Development Authority (“**KMDA**”), who vide following approvals has sanctioned the Project Shriram Southbrook.
- O. The Project Land is earmarked for the purpose of building a project comprising of [•] residential plots and [•]a Commercial Building comprising of commercial

units. The said Project is a part of the integrated Township, i.e., Shriram Grand City.

- P. The part of the Project measuring 0.55 acres land shall have a Commercial Building (*as defined herein after*) comprising of 52 commercial units, along with Common Areas and Facilities of the Neighbourhood Commercial Zone (*as defined herein after*) as more particularly detailed in **Schedule E** hereunder. (“**Neighbourhood Commercial Zone**”).
- Q. The Promoter has given to KMDA a written intimation of commencement of the development work of the Project vide its letter no. [•] as per obligation based on the “Development Permission and Sanction issued Vide Letter No. 385/KMDA/SPU/I-5/09/SW dated 05.03.2026
- R. Promoter has registered the Project **Shriram Southbrook** under the provisions of the Act with West Bengal RERA Authority at Kolkata on \_\_\_\_\_ under registration number WBRERA/P/HOO/2025/\_\_\_\_\_.
- S. The Allottee/s with an intention of owning a Commercial Unit in the Commercial Building at the Neighbourhood Commercial Zone in Project **Shriram Southbrook**, has/have obtained and applied under the prescribed application form (“**Application Form**”) along with a copy of the TOA to be observed and complied with by the applicant/Allottee/s for Project - **Shriram Southbrook**.
- T. The Allottee has/ have applied vide application no. dated -\_\_\_\_\_. In response to the Application Form dated [•] duly made and signed by the Allottee/s and upon realisation of the Application Money paid along with the said Application Form, for the Allotment, the Promoter has by issuing an allotment letter dated \_\_\_\_\_ (“**Allotment Letter**”), provisionally allotted the **Commercial Unit** as more fully described in **Schedule A Part III** hereto, for a consideration of **Rs.**\_\_\_\_\_ /- (**Rupees**\_\_\_\_\_), on the terms and conditions mentioned herein and in the TOA and the Allotment Letter. The Commercial Unit is delineated in the concerned floor plan annexed hereto which is marked as **Schedule B** and duly bordered thereon in ‘**RED**’.
- U. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein and the same shall, in the event of conflict, prevail over and supersede all other terms and conditions of any other document, if any prevailing at any time herein before as mentioned hereinabove.
- (a) On or before the execution of this Agreement, the Allottee/s has/have paid the Booking Amount to the Promoter for the Allotment. The details of payment of the same are provided below:

<b>Amount (INR)</b>	<b>Date</b>	<b>Payment Mode</b>	<b>Instrument No.</b>	<b>Bank Name</b>

The Allottee/s has/have agreed to pay to the Promoter, the balance of the Total

Payable Amount in the manner more particularly detailed in the “**Payment Schedule**” as provided in Schedule C.

- V. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, bye-laws etc., applicable to the Project **Shriram Southbrook**.
- W. Prior to the execution of these presents, the Allottee/s has/have satisfied himself in respect of :
- (a) the right, title and interest of the Promoter in respect of the Project Land;
  - (b) the approvals and NOCs obtained in respect of Project **Shriram Southbrook**;
  - (c) the development plan and building and layout plans sanctioned by KMDA;
  - (d) the location, shape, dimension and the Super Built-up Area (as defined hereinafter), Built-up Area (as defined hereinafter), Carpet Area (as defined herein after) of the Commercial Unit in Neighbourhood Commercial Zone in the said Project (as defined hereinafter)
  - (e) the specifications of construction of the Commercial Unit (as defined hereinafter);
  - (f) the Common Areas and Facilities of the **Neighbourhood Commercial Zone**; and
  - (g) The timelines for payment of the Total Payable Amount, other charges and deposits, as mentioned in Schedule C hereunder.
- X. 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 and also in pursuance of the Allotment Letter, for the purpose of recording the detailed and comprehensive terms and conditions relating to the sale and purchase of the Commercial Unit as appearing hereinafter.
- Y. 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/s hereby agrees to purchase the Commercial Unit as specified in Recital T.
- Z. The Allottee together with all other Allottee of commercial units in the Project shall have only proportionate undivided interest and not any individual right in all Common Areas and Facilities of the Neighbourhood Commercial Zone.

**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. DEFINITIONS:**

For the purpose of this Agreement, unless the context otherwise requires and in addition to the terms defined elsewhere in this Agreement,-

- a. "**Act**" / "**RERA**" shall mean the Real Estate (Regulation and Development) Act, 2016, as amended/replaced from time to time and wherever relevant, shall also include the West Bengal Housing Industry Regulatory Act, 2017;

- b. “**Advance Core Maintenance Charges**” shall have the meaning ascribed to it in Clause 12 (a)(iv);
- c. “**Advance Maintenance Charges**” shall have the meaning ascribed to it in Clause 2 (b)(iii)(a);
- d. “**Advance Township Maintenance Charges**” shall have the meaning ascribed to it in Clause 12 (b)(vi);
- e. “**Allot**”/“**Allotment**” shall mean a provisional allotment of the Commercial Unit by the Promoter to the Allottee/s on realisation of the Application Money pursuant to issuance of the Allotment Letter; The provisional allotment shall be confirmed upon realisation of the Allotment Money;
- f. “**Allottee(s)**” shall mean the applicant(s) in whose favour an allotment of Commercial Unit in Project **Shriram Southbrook** has been made by the Promoter by issuance of an Allotment Letter;
- g. “**Allotment Letter**” shall have the meaning ascribed to it in Recital T;
- h. “**Allotment Money**” shall mean the amount to be paid as mentioned in the Allotment Letter for Allotment of the Commercial Unit to the Allottee/s
- i. “**Application Form**” shall have the meaning ascribed to it under Recital S;
- j. “**Application Money**” shall mean the pre-booking amount or token amount paid by the Allottee/s along with the Application Form;
- k. “**Applicable Laws**” means all statute, law, regulation, ordinance, rule, judgement, order, decree, bye-law, approval of any Governmental Authority, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation having the force of law of any of the foregoing by any Governmental Authority having jurisdiction over the matter in question, in effect at the relevant time in India;
- l. “**Architect**” shall mean person(s) and/or firm(s) and/or company(s) whom the Promoter may appoint from time to time as the architect for Project **Shriram Southbrook** and who is registered under the provisions of the Architect Act, 1972;
- m. “**Association**” / “**Owners’ Association**” shall mean the association, society, or other body of Allotees/owners, as may be formed or caused to be formed by the Promoter in accordance with Applicable Laws, for the purposes of management, administration, operation, maintenance and upkeep of the Common Areas and Facilities of the Neighbourhood Commercial Zone comprised in the Project. The Owners’ Association shall be distinct and separate from any association or body of owners formed or proposed to be formed for the residential plots of the Project;
- n. “**Booking Amount**” shall mean the sum total of the Application Money and the Allotment Money which shall in any event not exceed 10% (ten percent) of the Sale Price;
- o. “**Built-up Area or BUA**” shall mean the constructed area of the Commercial Unit with the thickness of the external walls, pillars and columns in the Commercial Unit.
- p. “**Cancellation Charge**” shall have the meaning ascribed to it in Clause 8.5.1(b) of this Agreement;
- q. “**Cancellation Letter**” shall have the meaning ascribed to it in Clause 8.5.1(a);
- r. “**Cancellation Notice**” shall have the meaning ascribed to it in Clause 10 (ii)(a);
- s. “**Cancellation Period**” shall have the meaning ascribed to it in Clause 8.5.1(a);
- t. “**Carpet Area**” shall mean the net usable floor area of the Commercial Unit, excluding the area covered by the external walls, area under services shafts, but includes the area covered by the internal partition walls of the Commercial Unit;
- u. “**Clause**” means a clause in this Agreement;
- v. “**Commercial Building**” shall mean building or structure constructed or

proposed to be constructed in the Neighbourhood Commercial Zone, comprising exclusively of commercial units together with the Common Areas and Facilities of the Neighbourhood Commercial Zone appurtenant thereto, more fully described in Schedule E, as sanctioned by the competent authority, and intended for commercial use in accordance with the approved plans and Applicable Laws, and which forms a distinct component of the Project separate from the residential project/ plots and their associated amenities;

- w. **“Commercial Unit”** shall have the meaning ascribed to it in Schedule A Part III
- x. **“Common Areas and Facilities of the Neighbourhood Commercial Zone”** shall mean the common areas, common utilities, amenities, services and facilities forming part of and appurtenant to the Neighbourhood Commercial Zone at the said Project, as more particularly described in Schedule E, which are intended for common use and enjoyment by the allottee/s of the commercial unit(s) in the said Neighbourhood Commercial Zone. For the avoidance of doubt, the expression “Common Areas and Facilities of the Neighbourhood Commercial Zone” shall be restricted to those forming part of or exclusively serving the Neighbourhood Commercial Zone and shall not include any residential areas, facilities or amenities intended for the residential plots or other components of the Project. The expression shall further exclude Parking Space(s) as sanctioned by KMDA;
- y. **“Core Maintenance”** shall have the meaning ascribed to it in Clause 12 (a)(i);
- z. **“Core Maintenance Charges”** shall have the meaning ascribed to it in Clause 12 (a)(iii);
- aa. **“Corpus Deposit”** shall have the meaning ascribed to it in Clause 12 (a)(v);
- bb. **“Deemed Date of Possession”** shall have the meaning ascribed to it in Clause 8.2(e);
- cc. **“Deemed Effective Date”** shall have the meaning ascribed to it in Clause 8.5.1(e);
- dd. **“Defect Liability Period”** shall have the meaning ascribed to it in Clause 13 (a);
- ee. **“Demand Note”** shall have the meaning ascribed to it in Clause 3 (a);
- ff. **“Events of Default”** shall have the meaning ascribed to it in Clause 10.1 (i);
- gg. **“Force Majeure Events”** shall have the meaning ascribed to it in Clause 36 (o);
- hh. **“Governmental Authority”** shall mean the Government of West Bengal or any semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity exercising powers conferred by Applicable Law;
- ii. **“GST”** shall mean Goods and Service Tax;
- jj. **“Holding Charges”** shall have the meaning ascribed to it in Clause 8.3;
- kk. **“Inspection Notice”** shall have the meaning ascribed to it in Clause 8.2(b);
- ll. **“Limited Common Area”** shall mean and include the sanctioned Parking Space/s, which are allotted for the exclusive use of the Allottee/s to whom it has been allotted as they would be attached to such commercial units and capable of being used by the Allottee/s of the commercial units only. The Limited Common Area shall be maintained by the respective Allottee/s of the commercial units, who have opted for it, at their cost and not as part of the Common Area and Facilities;
- mm. **“Neighbourhood Commercial Zone”** shall have the meaning ascribed to it in Schedule A Part II
- nn. **“Outstanding Amount”** shall mean the amount outstanding/due from the Allottee/s as on a particular date in terms of this Agreement;
- oo. **“Parking Space(s)”** shall mean the designated parking space(s) sanctioned by KMDA and available in limited numbers in the Project, reserved for exclusive

- use by the Allottee/s and lawful occupants for parking cars and two-wheelers in the Project;
- pp. **“Payment Schedule”** shall mean the payment schedule provided in Schedule C;
- qq. **“Possession Date”** shall have the meaning ascribed to it in Clause 8.2.(d) and shall include Deemed Date of Possession;
- rr. **“Possession Notice”** shall have the meaning ascribed to it in clause no. 8.2(c);
- ss. **“Possession Period”** shall have the meaning ascribed to it in Clause 8.1(b);
- tt. **“Project Land”** shall have the meaning ascribed to it under Recital L;
- uu. **“Regulations”** means the Regulations made under Real Estate (Regulation and Development) Act, 2016;
- vv. **“Rules”** means the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the RERA i.e., Real Estate (Regulation and Development) Act, 2016;
- ww. **“Sanctioning Authority”** shall mean KMDA (Kolkata Metropolitan Development Authority) and/or any other competent authority who shall have the power to sanction/renew/issue necessary NOCs/certificates for the said Project **Shriram Southbrook** and or any part thereof, for the time being in force;
- xx. **“Sale Deed”** shall have the meaning ascribed to it in Clause 11 (a);
- yy. **“Sale Price”** shall have the meaning ascribed to it in Clause 2 (b)(i);
- zz. **“Super Built Up Area”** or **“SBUA”** shall mean the Built up Area and the undivided proportionate area occupied by the Common Areas and Facilities of the **Neighbourhood Commercial Zone**;
- aaa. **“Terms of Application”** / **“TOA”** shall mean the terms and conditions governing Project - **Shriram Southbrook** which have been issued by the Promoter along with the Application Form;
- bbb. **“Total Payable Amount”** / **“Total Price”** shall have the meaning ascribed to it in Clause 2 (b)(iv);
- ccc. **“Township”** shall have the meaning ascribed to it under Recital D;
- ddd. **“Township Land”** shall have the meaning ascribed to it under Recital C; **“Township Maintenance”** shall have the meaning ascribed to it in Clause 12(b)(iv);
- eee. **“Township Maintenance Charges”** shall have the meaning ascribed to it in Clause 12 (b)(v);
- fff. **“WBRERA”** shall mean West Bengal Real Estate Regulatory Authority.

#### **INTERPRETATION:**

- (a) Reference to a person includes a reference to a corporation, partnership firm, association or other jural entity and vice versa;
- (b) Words in singular shall include the plural and vice versa;
- (c) Reference to a gender includes a reference to all other genders;
- (d) A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- (e) Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement;
- (f) The Schedules shall have effect and be construed as an integral part of this Agreement;
- (g) The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement;
- (h) The captions and headings in this Agreement are for convenience and reference only and do not enter into or become a part of the substance

hereof; and

- (i) All pronouns include the masculine, feminine, neuter, singular or plural and the name of persons, firms, corporations, trusts or the parties, as the context may require.

## 2. TERMS:

- a. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee/s and the Allottee/s hereby agrees to purchase the Commercial Unit.
- b. Total Price/ Total Payable Amount:
  - i. The sale price is the price of the Commercial Unit and price of parking space payable by the Allottee/s to the Promoter being **Rs.** \_\_\_\_\_/-  
**(Rupees \_\_\_\_\_) (“Sale Price”);**
  - ii. The Sale Price is exclusive of any taxes and duties as appropriately detailed in Clause 2(b)(vi);
  - iii. In addition to the Sale Price, the Allottee/s shall also be liable to pay to the Promoter, the following amounts on or before the date of possession as per the Payment Schedule of this Agreement:
    - a. Advance Core Maintenance Charges [Clause 12(a)(iv)] as well as Advance Township Maintenance Charges [Clause 12(b)(vi)] equivalent to 24 (twenty-four) months’ period, hereinafter collectively referred to as “**Advance Maintenance Charges**”;
    - b. The “**Corpus Deposit** “as detailed in Clause 12(a)(v) below.
  - iv. The total amount payable by the Allottee/s shall be an aggregate of the Sale Price, Advance Maintenance Charges, Corpus Deposit, infrastructure charges, legal charges and pass-through charges may include, without limitation, amounts relating to electricity supply and connection, sewerage facilities, solid waste management, water supply, infrastructure charges, development charges, betterment charges etc and any other charges as may be charged by the Promoter along with all applicable rates and taxes along with any other amount payable by the Allottee/s in terms of this Agreement (“**Total Payable Amount**” and shall be collected from the Allottee/ss from time to time.
  - v. The Sale Price above includes the Booking Amount paid by the Allottee/s to the Promoter towards the Allotment of the Commercial Unit.
  - vi. Taxes & Duties:
    - (i) Taxes on amounts payable by the Allottee/s to the Promoter under this Agreement shall be charged separately to the Allottee/s who shall bear and pay such taxes along with the requisite stamp duty and the registration fees payable towards registration of the Sale Deed. Provided however, any statutory variation in taxes and duties as a result of amendment to the existing laws and/or imposition of any new tax/duty/levy in India shall be to the account of the Allottee/s.
    - (ii) Allottee/s agree/s to pay to the Promoter any additional tax / duties along with interest and penalty, if any, imposed by the relevant authorities, in case such additional tax / duty is charged by the authorities as a result of change in opinion / interpretation of the applicable tax laws or for any other reason whatsoever.
    - (iii) The Promoter shall charge separately to the Allottee/s, appropriate CGST and SGST or IGST, as applicable, in respect of the various amounts collected/received by the Promoter from the Allottee/s under this Agreement.

- (iv) Under GST laws or direct tax, as applicable, if the Allottee/s or Promoter is/are liable to withhold taxes, he/it shall withhold and pay the same to the Government ex-chequer in such manner and within such time as prescribed under the Applicable Laws. The Allottee/s/ Promoters shall provide necessary certificate of withholding to the Other Party in the prescribed form.
  - (v) The Allottee/s further understand/s that during any extended period of delivery of possession of the Commercial Unit in terms of this Agreement, if there is any increase in rates, taxes, duties, deposits and other levies/charges imposed and/or demanded or required to be paid to the concerned authorities, whether under the existing laws or under any other law enacted in the future, the said increase/enhancement shall be borne and paid by the Allottee/s.
  - (vi) Where the Promoter is required to make any refund to the Allottee/s in terms of this Agreement, the Promoter shall deduct necessary amounts towards such taxes & duties, Booking Amounts, as may be required under the Applicable Laws, before making any such refund and in that event the Allottee/s shall not have any right to claim refund of such adjusted/deducted amount towards taxes and duties.
  - (vii) The Allottee/s shall mutate his/her/their/its name in the records of concerned Municipality/Corporation/Panchayat and/or the concerned BL&LRO or any other Government and/or Semi Government department/office or any authority or body as applicable thereto after registration of the Sale Deed and the Promoter agrees to sign necessary consent letters in respect thereof. The Promoter has agreed to assist the Allottee/s on request being made in this regard without being liable for such act. In the event of any demand for payment of betterment charges/ assessment charges/ mutation charges/development charges or any other charges as applicable in respect of the Commercial Unit, the Allottee/s agree/s to pay the same in proportion for his/her/their/its Commercial Unit as informed by the Promoter.
  - (viii) The Allottee/s agrees and undertake/s to pay all government rates and taxes inclusive of but not limited to municipal taxes, property taxes, land revenue/khazna, levies of any kind, by whatever name called, whether levied or leviable currently or in future or any enhancement/modification of the prevailing rates & taxes, by any Government Authority in relation to the Commercial Unit and /or on the Project Land comprised in the Neighbourhood Commercial Zone (on a proportionate basis), as the case may be, from the Possession Date or the Deemed Date of Possession, as may be applicable and the same shall be payable by Allottee/s as per the demand raised by the Promoter.
- c. The Sale Price is escalation-free, save and except increases which the Allottee/s hereby agrees to pay due to increase on account of development charges or introduction of new 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/s for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the

Project **Shriram Southbrook**, as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project **Shriram Southbrook** by the Authority as per the Act, (if the said extension is for reasons directly attributable to the Promoter), the same shall not be charged from the Allottee/s.

- d. The Allottee/s shall make the payment as per the payment plan set out in **Schedule C (Payment Schedule)**.
- e. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee/s by discounting such amount as may be decided by the Promoter for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter.
- f. It is agreed that the Promoter shall not make any major additions and alterations in the sanctioned plans, layout plans in respect of the said Commercial Unit without the previous written consent of the Allottee/s and the Allottee/s further agree/s such consent shall not be unreasonably withheld and shall be provided within a specified time as mentioned by the Promoter. The Promoter may send a letter to the Allottee/s for the purpose of taking such consent through registered post with acknowledgement due on the address mentioned herein and incase the Allottee/s does not reply to such letter within one week of the date of delivery of the letter, the same shall be deemed to be consent of the Allottee/s as required under Section 14 of the RERA and the relevant WBRERA Rules.
- g. The Promoter shall confirm to the final Carpet Area that has been allotted to the Allottee/s after the construction of the Commercial Unit is complete and the completion certificate in part/lots is granted by the competent authority. Any variation in the Carpet Area which is more than 3 % (three percent) shall be measured by the Parties and the price of such variation shall be adjusted accordingly. However, variation up to 3 % (three percent) is agreed by the Parties.
- h. Subject to Clause 10, the Promoter agrees and acknowledges that the Allottee/s shall have the right to the Commercial Unit as mentioned below:
  - (a) The Allottee/s shall have exclusive ownership of the Commercial Unit;
  - (b) The Allottee/s shall also have an undivided proportionate share in the Common Areas and Facilities of the **Neighbourhood Commercial Zone**. Since the share/interest of Allottee/s in the Common Areas and Facilities of the **Neighbourhood Commercial Zone** is undivided and cannot be divided or separated, the Allottee/s shall access and use the Common Areas and Facilities of the **Neighbourhood Commercial Zone** along with other Allottee/s of the **Neighbourhood Commercial Zone**, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas and Facilities of the **Neighbourhood Commercial Zone** to the Owners' Association as provided in the Act, after duly obtaining the completion certificate from the competent authority.;
  - (c) That the computation of the Total Payable Amount of the Commercial Unit includes recovery of price of land, construction of not only the Commercial Unit but also the Common Areas and Facilities of the **Neighbourhood Commercial Zone**, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Commercial Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas and Facilities

of the **Neighbourhood Commercial Zone**, maintenance charges as per the Agreement and includes cost for providing all other facilities, amenities and specifications to be provided within the Commercial Unit and the **Neighbourhood Commercial Zone**.

- (d) The Promoter reserves the right to regulate or restrict access to the site to the Allottee at the time of construction, and any decision in this regard shall be at the sole discretion of the Promoter and shall not be subject to challenge by the Allottee/s. Further, it is hereby confirmed that the Promoter shall adhere to all applicable building codes, laws, and regulations.
- i. It is made clear by the Promoter and the Allottee/s agree/s that the Commercial Unit along with the Parking space/s, if any, shall be treated as a single indivisible unit for all purposes. It is agreed that the Parking Space, if any, allotted to the Allottee/s is/are is for its exclusive use and enjoyment and the Allottee/s shall not have any power and authority to transfer the same separately other than with the Commercial Unit allotted.

The Promoter agrees to pay all outgoings before transferring the physical possession of the Commercial Unit to the Allottee/s, which it has collected from the Allottee/s, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Neighbourhood Commercial Zone. If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee/s or any liability, mortgage, loan and interest thereon before transferring the Commercial Unit to the Allottee/s, the Promoter agrees to be liable, even after the transfer of the Commercial Unit, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

- j. The Allottee/s has/have paid a sum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_) as Booking Amount being part payment towards the Sale Price of the Commercial Unit at the time of application and the Allotment, the receipt of which the Promoter hereby acknowledges and the Allottee/s hereby agrees to pay the remaining amount of the Total Payable Amount for the Commercial Unit as prescribed in the Payment Schedule as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee/s delay in payment towards any amount which is due and payable, he shall be liable to pay interest at the rate of the State Bank of India's highest Marginal Cost of Lending Rate plus 2% (two per cent) from the respective due dates till the date of full and final payment of the Outstanding Amount.

### 3. **MODE OF PAYMENT:**

- a. The Total Payable Amount shall be paid by the Allottee/s strictly in accordance with the Payment Schedule and other terms of this Agreement. The Promoter shall issue demand letters calling upon the Allottee/s ("**Demand Note**") to pay such amount within 15 (fifteen) days from the date of the Demand Note and the Allottee/s shall make the payment within the said period. All payments shall be considered to have been received by the Promoter only when the same is credited in the account of the Promoter. In the event any cheque/draft submitted by any Allottee/s is returned unpaid, the Allottee/s shall have to pay, along with the unpaid amount, an additional amount of Rs. 1000 (Rupees one thousand) to the Promoter.

- b. Timely payment in accordance with the Payment Schedule/Demand Note is of the essence in this Agreement.
- c. Delayed Payment: If the Allottee/s delay/s in payment towards any amount which is due and payable, they shall be liable to pay interest at the rate of State Bank of India highest Marginal Cost of Lending Rate plus 2% (two percent) from the respective due dates till the date of full and final payment of the Outstanding Amount.

**4. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- a. The Allottee/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the rules and regulations made thereunder or any statutory amendments modification(s) made thereof and all other Applicable Laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other Applicable Law. The Allottee/s understands and agrees that in the event of any failure on their part to comply with the applicable guidelines issued by the Reserve of Bank of India, they may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable (as amended from time to time).
- b. The Promoter accepts no responsibility in regard to matters specified in Clause 4 (a) above. The Allottee/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s 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/s and such third party shall not have any right in the application/Allotment of the said Commercial Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee/s only.

**5. ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The Promoter shall be entitled to adjust/appropriate payments made by the Allottee/s first against taxes & duties, interest payable or any outstanding dues under any head, if any, and then towards the instalment dues. The Allottee/s shall be deemed to have authorised the Promoter to do so and undertakes not to object to such adjustments made by the Promoter.

**6. TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the said Project as disclosed at the time of registration of the said Project with the authority under the Act and towards handing over the Commercial Unit to the Allottee/s and the Common Areas and Facilities of the **Neighbourhood Commercial Zone** to the Owners' Association. Similarly, the Allottee/s shall make timely payment of installments and other due to the Promoter.

**7. CONSTRUCTION OF THE PROJECT / COMMERCIAL UNIT:**

- a. The Allottee/s/ has/have seen the approved development plan, building plan, and other related documents as approved by the Sanctioning Authority and accepted the floor plan, and the specifications, and facilities as mentioned in Schedule D and E, as represented by the Promoter. The Promoter shall construct the

**Neighbourhood Commercial Zone** in accordance with the sanctioned plans, layout plans, building plans approved by the concerned Sanctioning Authority and as per the specifications and particulars of construction. The Promoter shall also abide by the provisions of all the Applicable Laws, rules, regulations, bye-laws and notifications in force as may be applicable to the Project and Project Land.

- b. The Allottee/s understand/s that the layout plans and sanctioned plans in respect of the Commercial Unit may be subject to addition and/or alteration. The Promoter shall, however, affect such additions and/or alterations after obtaining such other approvals/consents/permissions that may be required under the provisions of Applicable Laws.
- c. The Promoter has agreed to provide the specifications as mentioned under Schedule D. The Promoter may, however, owing to circumstances beyond its reasonable control, at its sole discretion, change such specifications to that of any equivalent quality.
- d. Notwithstanding what has been stated above, the Promoter may make such minor additions or alterations as may be required by the Promoter or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by the Architect or engineer after proper declaration and intimation to the Allottee/s.
- e. The Allottee/s agree/s and acknowledge/s that the Promoter shall have the right to make additions in the sanctioned plans, layout plans, of the Commercial Unit, Common Areas and Facilities of the Neighbourhood Commercial Zone or put up additional floors/structures in the Neighbourhood Commercial Zone after obtaining such other approvals/consents/permissions that may be required under the provisions of Applicable Laws and such additional structures may result in change in the proportionate interest in the Neighbourhood Commercial Zone, Common Areas and Facilities of the Neighbourhood Commercial Zone as mentioned in the Schedule E. The Promoter shall also be entitled to connect the electricity, water and sanitary connections and drainage fittings for such additional structures with the existing sources after obtaining such other approvals/consents/permissions that may be required under the provisions of Applicable Laws.
- f. The Allottee/s further agree/s that even after taking possession of the Commercial Unit, they shall have no objection to the Promoter continuing with the construction of additional structures and/or buildings adjacent to or above the Commercial Unit on any ground whatsoever. The Allottee/s shall not claim any compensation or withhold any payment payable to the Promoter for the same.
- g. The Allottee/s hereby gives consent to the Promoter that the Promoter shall have full right, title and interest to use and utilize the additional FSI/FAR/TDR in respect of the Project Land/ comprised in the Neighbourhood Commercial Zone, after obtaining such other approvals/consents/permissions that may be required under the provisions of Applicable Laws, even after the Sale Deed of all the commercial units in the Project have been executed and registered and the Allottee/s or the Owners' Association or any member of the Association shall not raise any objection, individually or collectively, of whatsoever nature for the same.

**8. POSSESSION OF THE COMMERCIAL UNIT :**

**8.1 Schedule for possession of the said Commercial Unit**

- (a) The Promoter agrees and understands that timely delivery of possession of the Commercial Unit to the Allottee/s and the Common Areas and Facilities of the Neighbourhood Commercial Zone to the Owners'

Association (as soon as the Owners' Association is formed) is the essence of the Agreement. The conditions of the possession in different circumstances are narrated hereinbelow.

- (b) Subject to Force Majeure Events, timely payment by the Allottee/s in accordance with the terms of this Agreement and the absence of any default by the Allottee/s, the Promoter assures to complete construction of the Commercial Unit and hand over possession of the Commercial Unit within----- subject to extension allowed under the Act, Rules, or Regulations, as amended from time to time (“**Possession Period**”).
- (c) The Allottee/s agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project -- due to Force Majeure Events, then this Allotment shall stand terminated as may be applicable and the Promoter shall refund to the Allottee/s, the entire amount received by the Promoter from the Allottee/s within a mutually agreeable time. The Promoter shall intimate the Allottee/s about the date of such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee/s, the Allottee/s agree/s that he/ she shall not have any further rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- (d) On happening of a Force Majeure Event or in the event of any delay in payment by the Allottee/s or default by the Allottee/s, the Allottee/s shall be deemed to have granted reasonable extension to the Promoter for completion of construction and/or handover of possession of the Commercial Unit in such extended period.
- (e) It is further stated that the Allottee shall be required to take possession of the Commercial Unit in the manner provided herein irrespective of whether the residential plots of the Project is completed or not.

## 8.2 Procedure for taking possession

- (a) A certificate shall be issued by the Architect appointed by the Promoter for Project -- **Shriram Southbrook** with regard to the completion of construction of the Commercial Unit.
- (b) On receipt of the certificate from the Architect as mentioned hereinabove and upon the Allottee/s making payment of the necessary amounts in conformity with the Payment Schedule (Schedule C), provided the Allottee/s is/are not in default of any of the terms and conditions of this Agreement, the Promoter shall intimate the Allottee/s to come for inspection of the Commercial Unit (“**Inspection Notice**”) within a period specified in the Inspection Notice. In case the Allottee/s fail/s to turn up for the inspection within the period stipulated in the Inspection Notice, the Commercial Unit would be deemed to have been inspected and accepted by the Allottee/s. In the event of any snags during the inspection, the Promoter shall make a list of snags as may be indicated by the Allottee/s and clear the snags within a time period informed to the Allottee/s at the time of inspection, The decision of the Promoter with regard to the clearance of the snags will be final.
- (c) The Promoter, upon obtaining of the completion certificate in parts/lots from the Sanctioning Authority, shall serve upon the Allottee/s, a notice in writing to take over the possession of the Commercial Unit (“**Possession Notice**”) within the period stipulated in the said Possession Notice.
- (d) The Allottee/s shall participate towards registration of the Sale Deed in respect of the Commercial Unit in the manner mentioned in Clause 8

hereof and take over the possession of the Commercial Unit from the Promoter on any date within the period stipulated in the Possession Notice (“**Possession Date**”), subject to the payment of the Total Payable Amount in conformity with the Payment Schedule and the complete performance, observance and fulfillment of all the terms and conditions of this Agreement by the Allottee/s.

- (e) Having paid the Total Payable Amount, in the event the Allottee/s, for whatsoever reason, fail/s and/or neglect/s to participate towards registration of the Sale Deed of the Commercial Unit and take over possession of the Commercial Unit from the Promoter within the period stipulated in the Possession Notice, the Allottee/s shall be deemed to have taken possession upon expiry of the period specified in the Possession Notice for taking over possession of the Commercial Unit (“**Deemed Date of Possession**”). For all purposes, such Deemed Date of Possession, irrespective of the actual date on which the Allottee/s take/s over the physical possession of the Commercial Unit, will be construed as the Possession Date. It is clarified herein that the actual physical possession of the Commercial Unit will be handed over to the Allottee/s only after the registration of the Sale Deed of the Commercial Unit in favour of the Allottee/s in the manner mentioned in Clause 8 hereof.
- (f) On and from the Possession Date or the Deemed Date of Possession, as may be applicable:
  - (i) The Commercial Unit shall be at the sole risk, responsibility and cost of the Allottee/s and the Promoter shall have no liability or concern thereof;
  - (ii) The Allottee/s shall become liable to pay the maintenance and other charges or any other outgoings in respect of the Commercial Unit;
  - (iii) All taxes, deposits and other levies/charges, utility payments imposed, demanded or required to be paid to the authorities concerned relating to the Commercial Unit and the undivided interest in Common Areas and Facilities of the Neighbourhood Commercial Zone shall be borne and paid by the Allottee/s;
  - (iv) All other expenses including Core Maintenance Charges, Advance Core Maintenance Charges, Township Maintenance Charges, Advance Township Maintenance Charges, Corpus Deposit and Pass-through Charges ,necessary and incidental to the management and maintenance of the Common Areas and Facilities of the Neighbourhood Commercial Zone as determined by the Promoter/Owners’ Association as the case may be shall be borne by the Allottee/s;
- (g) In the event the Promoter is unable to deliver possession of the Commercial Unit within the time frame mentioned in Clause 8, due to Force Majeure Event or due to default of the Allottee/s, the Promoter shall intimate the Allottee/s of the occurrence of the same and shall complete the Commercial Unit within such reasonable extended period as may be intimated to the Allottee/s.
- (h) It will not be a pre-requisite or condition precedent for the Promoter to complete the Common Areas and Facilities of the Neighbourhood Commercial Zone for issuance of the Possession Notice in respect of the Commercial Unit to the Allottee/s.

### **8.3 Failure of Allottee/s to take Possession of Commercial Unit**

If the Allottee/s fail/s to participate towards registration of the Sale Deed of the Commercial Unit and take over the possession of the Commercial Unit from the

Promoter within the period stipulated in the Possession Notice, the Allottee/s shall be liable to pay to the Promoter holding charges at the rate of Rs. 6.30/- (Rupees six and thirty paise) per square feet of the Built-up Area of the Commercial Unit per month (“**Holding Charges**”), exclusive of taxes and duties, as may be applicable.

#### **8.4 Possession by the Allottee/s**

After obtaining the completion certificate for said Project/Commercial Building, as the case may be, and handing over physical possession of the Commercial Unit to the Allottee/s after the registration of the Sale Deed of the Commercial Unit, and the Promoter shall hand over the necessary copies of documents and plans, including Common Areas and Facilities of the **Neighbourhood Commercial Zone** to the Owners’ Association.

#### **8.5 Cancellation and Assignment**

##### **8.5.1 Cancellation by Allottee/s**

- (a) Allottee/s can cancel/withdraw their Allotment, without any fault of the Promoter, at any time before execution and registration of the Sale Deed of the Commercial Unit (“**Cancellation Period**”) by sending a letter in writing to the Promoter requesting such cancellation and in that event the Promoter shall cancel the Allotment by issuing a letter (“**Cancellation Letter**”).
- (b) Upon cancellation of the Allotment, the Promoter shall be entitled to forfeit the Booking Amount as cancellation charge (“**Cancellation Charge**”) and refund the balance, if any, without interest, also after deducting all sums due to the Promoter as per the Agreement, including interest due but remaining unpaid on the date of cancellation of this Agreement. All such payments shall be made after the Allottee/s has given in writing to the Promoter, a confirmation that he/she/it has no claims against the Promoter in respect of the Commercial Unit and has/have also returned to the Promoter, the Allotment Letter, this Agreement and all other documents issued by the Promoter in respect of the Commercial Unit. In the event of non-issuance of confirmation within 15 (fifteen) days of cancellation, it is deemed that he has given such consent and the balance payable after deduction in the manner as stated hereinabove, would be refunded within 45 (forty five) days from the date of cancellation pursuant to execution of a registered cancellation agreement and any other documents as may be required. It is however clarified that the statutory payments made by the Allottee/s will not be refunded. Further any tax payable towards refund of sums in the manner provided herein shall be to the account of the Allottee/s.
- (c) In the event of cancellation, if any payment/refund is made by the Promoter to any bank/financial institution/lender in pursuance of any tripartite agreement or any other agreement entered into by the Promoter, Allottee/s and the lender, then all such payments shall be deemed to be refunded by the Promoter to the Allottee/s. All such payments/refund shall be treated as discharged by the Promoter of its obligations under this Agreement.
- (d) In the event of cancellation, the Allottee/s shall have no right or interest on the Commercial Unit and the Promoter shall be discharged of all its liabilities and obligations under this Agreement towards the Allottee/s whereupon the Promoter shall have the right to deal with the Commercial Unit in the manner in which it may deem fit.
- (e) The cancellation shall be deemed effective on the date of issue of Cancellation Letter by the Promoter (“**Deemed Effective Date**”). Receipt or encashment of refund, if any, shall not be a prerequisite for cancellation.

Further, return of the original Allotment Letter, TOA, Agreement and other documents issued by the Promoter shall not be considered as a pre-requisite for effective cancellation of the Commercial Unit by the Promoter.

- (f) The Allottee/s hereby irrevocably authorises the Promoter as its authorised person and constitutes the Promoter to be its lawful attorney to execute the Cancellation Agreement for and on behalf of the Allottee/s in the event of failure of the Allottee/s to sign the Cancellation Agreement within 15 (fifteen) days from the date of notice by the Promoter to the Allottee/s to sign the Cancellation Agreement pursuant to the Promoter receiving a letter from the Allottee/s requesting for such cancellation. The Cancellation Agreement so signed by the Promoter on behalf of the Allottee/s shall be fully effective and valid as if signed by the Allottee/s himself/herself.
- (g) For the avoidance of doubt, it is clarified that on and from the Deemed Effective Date, this Agreement shall, without any further act or deed, stand cancelled and all the rights, title and interest of the Allottee/s under the Agreement shall cease to have any effect. Without prejudice to the aforesaid, the Promoter shall be entitled but not obliged to take all steps as it may deem fit, including, unilaterally executing and registering any document, as may be permissible, in furtherance of the cancellation in the event of failure of the Allottee/s to execute the registered cancellation agreement.

#### **8.5.2 Assignment of Allotment by Allottee/s**

- (a) The Allottee/s shall normally not be allowed to assign and/or alienate and/or transfer the Allotment. However, the Promoter may give its written consent for the same at its sole discretion after 18 (eighteen) months from the date of Allotment and before registration of the Sale Deeds to the Allottee/s to assign his right in respect of the Commercial Unit to any individual and/or entity/ies on charging an Assignment Fee of **Rs.**

(Rupees \_\_\_\_\_) per square feet of the Built-up Area of the Commercial Unit.

- (b) It is also made clear that the Allottee/s will not be able to assign his rights in parts i.e., the Allottee/s will have to either assign all his rights in respect of the Commercial Unit under this Agreement or otherwise shall not be able to assign his rights at all.
- (c) In addition to the above, the Promoter's written consent (if granted) to assignment of the Commercial Unit to individual and/or entity(ies) shall be inter alia subject to the Allottee/s:
  - (i) settling the Outstanding Amount whatsoever, as per the record of the Promoter, before the date of such consent;
  - (ii) executing and causing the assignee(s) to execute necessary agreements, including tripartite agreements, deeds and documentation with the Promoter in the format as provided by the Promoter to ensure the transfer and assignment of all the rights and obligations of the Allottee/s under this Agreement to and in favour of his assignee. All costs and expenses relating to stamp duty and registration shall be borne by the Allottee/s/assignee; and
  - (iii) Such assignee shall, pursuant to the assignment by the Allottee/s in terms hereof, be deemed to be the "Allottee/s" in relation to the Commercial Unit, and all provisions set out herein shall be applicable to such assignee. In the event that such assignee does not adhere to the provisions of the Agreement, Clause 10.2 relating to Events of

Default and consequences in this Agreement shall apply in accordance with the terms contained therein.

### 8.5.3 Demise

- (a) In the event of demise of the Allottee/s or of either of the Allottee/ss (in case of joint Allottee/ss) prior to execution of the Sale Deed, the right to have the allotted Commercial Unit shall devolve upon the nominee(s), if any, nominated by the deceased Allottee/s, subject to the condition that the deceased Allottee/s has executed and submitted to the Promoter a nomination form in the format prescribed by the Promoter.
- (b) The rights of the nominee mentioned above will be subject to any order by a court of law or declaration of legal heir(s) of the deceased Allottee/s and the nominee shall be deemed to be holding the Commercial Unit or the refund, as the case may be, in trust for such legal heir(s) declared by the order of the court.
- (c) In the event that there is no nomination and the Allottee/s OR either of the Allottee/s (in case of joint Allottee/s) expires prior to execution of the Sale Deed, then the legal heir(s) of the deceased Allottee/s will be required to produce appropriate documents as per the provisions of Applicable Law and tenable in the eye of law to prove his heir-ship to the Promoter.
- (d) It is clarified that the Promoter may rely upon and shall not be held liable for acting or refraining from acting upon any document furnished to it (including court order/judgment) without having to verify the authenticity or the correctness of any fact stated in the document or the propriety or validity of the service of such document. The Promoter may act in conclusive reliance upon any instrument or signature believed by it to be genuine and may assume that any person purporting to execute any document has been duly authorized to do so.
- (e) Such nominee(s)/legal heir(s) shall, pursuant to the demise of the Allottee/s OR either of the Allottee/s (in case of joint Allottee/s), be deemed to be the "Allottee/s or "co-Allottee/s", as the case may be, in relation to the allotted Commercial Unit and all provisions set out herein shall be applicable to such nominee(s)/legal heir(s). In the event that the nominee(s)/legal heir(s) do not adhere to the provisions of this Agreement, the provisions of Clause 10.2 shall apply.

## 9. REPRESENTATIONS AND WARRANTIES, RIGHTS AND OBLIGATIONS OF THE PROMOTER / ALLOTTEE/S:

### 9.1 Representations and Warranties of the Promoter:

The Promoter makes the following representations and warranties:

- (a) The Promoter has clear and marketable title with respect to Project Land forming the Neighbourhood Commercial Zone and has the requisite rights to carry out development and also has actual, physical and legal possession of Project Land forming the Neighbourhood Commercial Zone for the implementation of Project;
- (b) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out the development of the Project **Shriram Southbrook**.
- (c) All approvals, licenses and permits issued by the competent authorities with respect to the Project are valid and subsisting and have been obtained by following due process of law and such approvals shall enable the implementation of Project **Shriram Southbrook/Neighbourhood Commercial Zone**. Further, the all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, shall be obtained by following due process of law and the Promoter has been and

shall, at all times, remain in compliance with all Applicable Laws in relation to Project **Shriram Southbrook**.

- (d) 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/s created herein, may prejudicially be affected. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement or arrangement with any person or party with respect to the **Neighbourhood Commercial Zone** and /or the Commercial Unit which will in any manner affect the rights of the Allottee/s under this Agreement.
- (e) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Commercial Unit to the Allottee/s in the manner contemplated in this Agreement.
- (f) After and/ or upon execution of the conveyance deed, the Promoter shall hand over lawful, vacant, peaceful physical possession of the Commercial Unit to the Allottee/s and the Common Areas and Facilities of the Neighbourhood Commercial Zone to the Owners' Association as may be required and in accordance with this Agreement.
- (g) The Neighbourhood Commercial Zone is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title or claim over the Neighbourhood Commercial Zone.
- (h) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings whatsoever payable with respect to the said Neighbourhood Commercial Zone to the competent authorities.
- (i) That the Neighbourhood Commercial Zone Land is not waqf property.
- (j) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, or notification (including any notice for acquisition or requisition), has been received or served upon the Promoter in respect of Neighbourhood Commercial Zone and/or Project **Shriram Southbrook** at the time of execution of this Agreement.

## **9.2 Rights and Obligation of the Allottee/s:**

### **9.2.1 Rights of the Allottee/s.**

The Allottee/s shall have the following rights in respect of the Commercial Unit:

- (a) the right to obtain the information relating to sanctioned plans, approved by the KMDA and such other information as provided under Applicable Laws and this Agreement;
- (b) Subject to payment of the Total Amount Payable, Allottee/s shall have the right to claim possession of the Commercial Unit and the Allottee/s shall have the exclusive ownership of the Commercial Unit;
- (c) the rights and liberty of the Allottee/s and all persons entitled, authorised or permitted by the Allottee/s in common with all other persons entitled, permitted or authorised to a similar right at all times, and for all purposes, to use the Common Areas and Facilities of the **Neighbourhood Commercial Zone** for ingress and egress;
- (d) the rights of passage of water, gas, electricity, sewerage to the Commercial Unit through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through the Neighbourhood Commercial Zone in Project - **Shriram Southbrook** or any part thereof;
- (e) the right to lay cables or wires for electrical appliances and such other

installations, at dedicated part of Project - **Shriram Southbrook**, in the Neighbourhood Commercial Zone with prior written permission of the Promoter; the rights of entry and passage for the Allottee/s with/without workmen to other parts of the Neighbourhood Commercial Zone in the Project Southbrook at all reasonable times after notice for the purpose of repairs to or maintenance of the Commercial Unit or for repairing, cleaning, maintaining the sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the owners/lawful occupants of other commercial units in Project **Shriram Southbrook** and making good any damage caused as a result thereof;

- (f) the proportionate undivided right to use the Common Areas and Facilities of the **Neighbourhood Commercial Zone** in common with the Allottee/s lawful occupants of other Commercial Units in the **Neighbourhood Commercial Zone** on payment of such sums as may be prescribed from time to time by the Promoter and/or the Owners' Association, without endangering or encroaching the lawful rights of owners/lawful occupants of other commercial units in the **Neighbourhood Commercial Zone**. However, any right to use and enjoyment of any area or facility designated as Limited Common Area shall be restricted to only those Allottee/s who have been granted the right to use such Limited Common Area under their respective agreement for sale and only to the extent and manner stated therein; and
- (g) the unfettered right to deal with, transfer, alienate or dispose of the Commercial Unit by way of sale, mortgage, gift, exchange or otherwise pursuant to the registration of the Sale Deed subject to the fulfillment of the terms of this Agreement.

#### **9.2.2 Obligations of the Allottee/s**

The Allottee/s shall have the following obligations in respect of the Commercial Unit (the obligations herein contained are in addition to the obligations contained elsewhere in this Agreement):

- (a) to make timely payments of all amounts under this Agreement as per Payment Schedule mentioned under **Schedule C**;
- (b) to pay registration charges upon registration of the Sale Deed, municipal taxes, water and electricity charges, land revenue and other charges as per Applicable Laws following the executin of the Sale Deed or Deemed date of possession, whichever is later;
- (c) in case of a delay in payment, to pay interest at the prescribed rate towards any of the amounts due or charges payable under this Agreement;
- (d) to participate towards formation of the Owners' Association;
- (e) to take over physical possession of the Commercial Unit after full payment of all amounts payable by the Allottee/s under this Agreement and completion of registration of the Sale Deed within the stipulated timeframe and in the manner mentioned in this Agreement;
- (f) To abide by the guidelines for fit-out for all internal fit-out works as provided by the Promoter;
- (g) To abide by building rules, and façade uniformity standards prescribed by the Promoter and/or building management committee (when formed);
- (h) The Allottee/s shall not store any hazardous or combustible or inflammable goods/substances in the Commercial Unit or place any heavy material in the Common Areas and Facilities of the Neighbourhood Commercial Zone. The Allottee/s shall not use any open fire and/or activities causing pungent or obnoxious smell or smoke. The Allottee/s shall not sell and/or cause or allow to be sold any live stock from their unit save and except

frozen items. The Allottee/s shall not create any disturbance in the neighbourhood by using high volume music or sound. The Allottee/s shall not remove any wall, including the outer and load bearing wall of the Commercial Unit;

- (i) to participate towards registration of this Agreement in respect of the Commercial Unit, as and when the same may be required under the Applicable Laws, by handing over the executed copy of the Agreement to the Promoter for such purposes within the stipulated timeframe and in the manner as may be notified by the Promoter;
- (j) to participate towards registration of the Sale Deed in respect of the Commercial Unit within the stipulated timeframe and in the manner mentioned in this Agreement;
- (k) to abide by all statutory compliances for his/ her/ their Commercial Unit/s;
- (l) not default in payment of any taxes, charges, expenses, insurance or levies to be proportionally shared by the other owners/lawful occupants;
- (m) not enter into any parallel arrangements for maintenance of the Neighbourhood Commercial Zone;
- (n) not object to the use of Common Areas and Facilities of the Neighbourhood Commercial Zone as mentioned in this Agreement;
- (o) not at any time cause any annoyance, inconvenience or disturbance or injury to the other owners/lawful occupants in Project **Shriram Southbrook**;
- (p) not keep any cattle/live stock in the Commercial Unit or in Common Areas and Facilities of the Neighbourhood Commercial Zone and Allottee/s shall not keep any pets;
- (q) maintain at his own cost, the Commercial Unit and the Parking Space, if any, earmarked to them, in a good condition, state and order and shall abide by all the laws and regulations of the Government, or/and any other duly constituted authority from time to time in force, and be responsible for all notices or violations of any of the terms and conditions in this Agreement and/or bye-laws of the Owners' Association from the date of registration of the Sale Deed;
- (r) where the Allottee/s has taken any loan, it shall ensure that it shall make payment of interest and principal amounts as per the terms of the loan agreement entered into with the lender and shall keep the Promoter indemnified against any default or non-payment by the Allottee/s. Any default by the Allottee/s under the financing/loan/tripartite agreement shall constitute a default under this Agreement;
- (s) to pay to the Promoter or its nominated maintenance company/agency or Owners' Association, as the case may be, the maintenance expenses on pro-rata basis as Core Maintenance Charges. To pay to the Owner/Promoter or any entity nominated by the Owner or Promoter, the Township Maintenance Charges;
- (t) to sign all applications, papers, documents, agreements and other relevant papers, as required, in pursuance of the Allotment and to do all acts, deeds and things as the Promoter may require for the purpose of forming an Owners' Association. To ensure participation of self along with other Allottee/ss so that the maintenance shall be started by the Owners' Association immediately and as per the terms of this Agreement, the Allottee/s shall along with the Sale Deed, also provide his written consent in the format provided by the Promoter for formation of Association and the same shall be treated as deemed consent to the Association being formed by the Promoter;

- (u) not make any structural changes including that may affect the structural integrity, not to make changes in the internal design or changes on the external facade of the Commercial Unit even after the execution of the Sale Deed. More specifically, the Allottee/s shall not:
  - (i) dismantle any external wall,
  - (ii) change the elevation,
  - (iii) change the position of internal walls,
  - (iv) change the position of electrical switches and location of fittings which are fixed and not subject to any alteration,
  - (v) change the position of sanitary and kitchen fittings and fixtures which are fixed and not subject to any alteration, and
  - (vi) use the external walkways and terraces for storage;
- (v) not make any additions/alterations with respect to or concerning the electrical and water supply networks provided by the Promoter in concealed and exposed manner within the Commercial Unit;
- (w) not divide, sub-divide or demolish any structure of the Commercial Unit or any portion thereof or cause to make any new construction in the Commercial Unit. Further Allottee/s shall not use the Commercial Units or permit the same to be used for any purpose other than Commercial Unit or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other commercial units or for any illegal or immoral purpose. Further the Allottee/s shall at all times co-operate with the owners/lawful occupants of the other commercial units in the **Neighbourhood Commercial Zone**;
- (x) not do or permit to be done any act or thing which may render void or voidable any insurance of Project Land or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (y) after taking the possession, may make non-structural changes/aesthetical changes to the Commercial Unit, subject to the prior approval and consent of the Promoter and as per the fit-out guidelines provided by the Promoter. However, it is hereby clarified that the Allottee/s shall not make any additions or alterations in the Commercial Unit that may cause blockage or interruption in the smooth flow of common utilities and installations meant normally for common use and/or cause damage or encroachment on the structures of the **Neighbourhood Commercial Zone**;
- (z) to use and enjoy the Common Areas and Facilities of the Neighbourhood Commercial Zone as mentioned in the Schedule "E" as and when permitted in common with other Allotees/ lawful occupants in the **Neighbourhood Commercial Zone**. The Allottee/s shall not place objects/things/articles which may hinder free use of Common Areas and Facilities of the Neighbourhood Commercial Zone. The Allottee/s shall not erect any compound or fencing around his/her/its Commercial Unit;
- (aa) to pay the Promoter, the proportionate share of all necessary sums expended by the Promoter for meeting all legal costs, charges and expenses, including professional and legal costs incurred by the Promoter in connection with formation of the Association and for preparing its rules, regulations and bye-laws;
- (bb) The Promoter shall be entitled to deal with the Limited Common Area in such manner as it may deem fit and the Allottee/s shall not have any right to interfere in the same; and
- (cc) The Promoter shall be entitled to recover from the Allottee/s, on demand, any cost, charge, levy, tax, duty, fee, cess or other expenses imposed by any governmental/statutory authority, local body, utility provider or other

competent agency, in respect of the Project and/or the Commercial Unit, and all other pass-through charges including, maintenance charges, amounts relating to electricity supply and connection, sewerage facilities, solid waste management, water supply, infrastructure charges, development charges, betterment charges, etc., which is required to be borne by the Allottee as per Applicable Law, rules, regulations, or notifications, and shall further include, without limitation, any increase or revision in development charges, betterment charges, infrastructure charges, property tax, or similar outgoings, whether imposed, notified, or made payable before or after execution of this Agreement. The Allottee shall pay such amounts within the time stipulated by the Promoter, without demur or set-off.

## **10 EVENTS OF DEFAULTS AND CONSEQUENCES:**

### **10.1 Events of Default by the Promoter and Consequences of Default**

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

- (a) If the Promoter fails to complete or is unable to deliver possession of the Commercial Unit within the Possession Period, including extension thereof, save and except for the reasons mentioned in Clause 36(o), the Promoter shall be liable to pay delayed charges as provided for under WBREERA, as compensation on and from the expiry of the Possession Period till the date of issuance of Possession Notice, if the Allottee/s do/does not intend to cancel the Agreement and withdraw from Project **Shriram Southbrook**; and
- (b) If the Promoter fails to complete or is unable to deliver possession of the Commercial Unit within the Possession Period including extension thereof, save and except for the reasons mentioned in Clause 36(o), the Promoter shall be liable to return the amount received by it in respect of the Commercial Unit along with interest as compensation as prescribed under RERA, if the Allottee/s wish/es to cancel the Agreement and withdraw from Project **Shriram Southbrook**.

### **i. Events of Default by the Allottee/s and Consequences of Default**

**The following shall constitute an event of default by the Allottee/s:**

Any defaults, breaches and/or non-compliances of the terms of this Agreement on the part of the Allottee/s shall be deemed to be “**Events of Default**”. Without prejudice to the other rights available to the Promoter under Applicable Laws, on the occurrence of an Events of Default under this Agreement, the Allottee/s shall be liable for consequences stipulated herein. The following events are an illustrative and not exhaustive list of events that would constitute as an Events of Default by the Allottee/s under this Agreement:

- (a) Failure by Allottee/s to submit all necessary documents required by the Promoter;
- (b) Giving any false information in the Application Form;
- (c) Failure to make payment of Total Payable Amount in full or in part within the time stipulated thereof in the Payment Schedule and/or the Demand Note or as may be notified by the Promoter to the Allottee/s from time to time;
- (d) Failure to pay registration charges, its share of municipal taxes, water and electricity charges, Core Maintenance Charges, Township Maintenance Charges, ground rent and other lawful charges, if any, in terms of this Agreement;
- (e) Failure to pay interest for delayed payments in accordance with the Payment Schedule;

- (f) Failure to pay Holding Charges in terms of the Agreement;
- (g) Default by the Allottee/s of his obligations under the loan agreement or any tripartite agreement entered into between the Allottee/s, lender and the Promoter;
- (h) Failure to execute the Sale Deed, this Agreement or any other document/undertakings/indemnities etc. or failure to participate towards registration of the Sale Deed, this Agreement or to perform any other obligation, if any, set forth in any other agreement/instrument with the Promoter;
- (i) Failure to take possession of the Commercial Unit within the time stipulated by the Promoter in its Possession Notice;
- (j) Assignment of the Allotment or any interest of the Allottee/s in the Commercial Unit without prior written consent of the Promoter;
- (k) Dishonor of any instrument or non-realization of payment made by any Allottee/s for any reason whatsoever;
- (l) Failure to participate towards the formation of an Association; and
- (m) Any other acts, deeds or things which the Allottee/s may commit, omit or fail to perform in terms of this Agreement, any other undertakings, affidavits, agreements, indemnities etc. or as demanded by the Promoter which in the opinion of the Promoter amounts to an Event of Default and the Allottee/s shall be bound to abide by the decision of the Promoter in this regard which shall be final and binding on the Allottee/s.

**ii. Consequences of the Defaults by the Allottee/s:**

- (a) Upon the occurrence of any one or more of Events of Default by the Allottee/s under this Agreement including, but not limited to those specified above, the Promoter may at its sole discretion, cancel the Allotment and terminate this Agreement by issuing a notice to the Allottee/s highlighting the Event(s) of Default and calling upon the Allottee/s to rectify such default (“**Cancellation Notice**”) within the period specified therein failing which the cancellation shall be effective from the date specified in the Cancellation Notice.
- (b) Upon cancellation of the Agreement, the provisions of Clauses 8.5.1(b) to 8.5.1(h) shall *mutatis mutandis* apply and the Deemed Effective Date for the purposes of this Clause shall be deemed to be the date mentioned in the Cancellation Notice as the date on and from which the cancellation shall be effective.
- (c) The Allottee/s agree/s that, Allottee/s shall not, directly or indirectly, make, express, transmit, write, or otherwise communicate in any manner whether in writing or verbally in digital /social media as an individual and/or part of any group or otherwise, or make any remark, comment, or statement of any kind including, that might reasonably be construed to be derogatory, defamatory or likely to damage the reputation or name of the Promoter, its business, directors, employees, etc. The Allottee/s agree/s that on the occurrence of any event as provided in this Clause, the Promoter shall notwithstanding any other remedy available under the Applicable Laws, be entitled to call upon the Allottee/s to withdraw such act/statement or set right the damage through the same medium pursuant to which the act/statement was made within 7 (seven) days from the date of service of notice to that effect and on the failure of the Allottee/s to comply with such demand by the Promoter, it shall amount to an Event of Default of this Agreement on the part of Allottee/s, and in such situation the consequences of default will follow and the Allotment shall be liable to be cancelled without any further notice or intimation to the Allottee/s in

accordance with the terms of this Agreement.

- (d) Notwithstanding the Allottee/s agreeing to withdraw such act/statement/set right the damage as stated in the above Clause, any loss or damage or expenses (including legal expenses) suffered by the Promoter in this regard shall be paid along with appropriate taxes, if any, by the Allottee/s to the Promoter within 7 (seven) days of the demand made by the Promoter.

**11. CONVEYANCE OF THE SAID COMMERCIAL UNIT:**

- a. The Promoter, on receipt of the Total Payable Amount mentioned in the Payment Schedule, from the Allottee/s, shall execute a conveyance deed (“**Sale Deed**”) and convey the title of the Commercial Unit as more fully described in Schedule ‘A’ Part-III, along with physical possession to the Allottee/s within 3 (three) months from the date of issuance of the Completion Certificate in part/lots by the Sanctioning Authority or as may be mutually agreed by the Parties.

b. **Registration:**

- i. The Promoter shall serve upon the Allottee/s a notice in writing for execution and registration of the Sale Deed as mentioned hereinabove and the Allottee/s shall abide by the same.
- ii. The Sale Deed will be drafted by the solicitors/advocates appointed by the Promoter and the same shall be in such form and shall contain such particulars as may be approved by the Promoter. No request for any changes whatsoever in the Sale Deed will be entertained unless such changes are required in accordance with Applicable Law. The Allottee/s and the Promoter herein shall co-operate with each other for registration of the Sale Deed in pursuance of this Agreement. The Allottee/s shall be liable to pay the stamp duty, registration charges, and all other related costs for execution of the Sale Deed and other documents to be executed in pursuance thereof.
- iii. In case the Allottee/s fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee/s authorizes the Promoter to withhold registration of the conveyance deed in his favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee/s.

c. **Handover of Common Areas and Facilities of the Neighbourhood Commercial Zone to the Owners’ Association**

- i. Upon the completion of Project and upon obtaining completion certificate, as per Applicable Law, the Promoter shall hand over the Common Areas and Facilities of the Neighbourhood Commercial Zone along with all the documents, plans, papers to the Owners’ Association.
- ii. Any Association, syndicate, committee, body or society by whatever name known and/or under any statute/law for the time being in force formed by any of the Allottee/s of Commercial Units without the participation of the Promoter shall not be entitled to be recognized by the Promoter and shall not have any right to represent the Allottee/s(s) or to raise any issue relating to the Commercial Unit and or building or Project and/or take over maintenance thereof.

**12. MAINTENANCE OF THE SAID COMMERCIAL UNIT / PROJECT:**

a. **Management and Maintenance of the Project Shriram Southbrook “Core Maintenance”:**

- i. The Promoter shall be responsible for the management, upkeep and maintenance of the Common Areas and Facilities of the Neighbourhood Commercial Zone, till the handover of the same to the Owners’ Association. The same shall be referred to as the “**Core Maintenance**”. The Promoter may entrust the Core Maintenance to one or more agencies

of its choice for the specified period as the Promoter may deem fit or till formation of Owners' Association, whichever is earlier, subject to the terms & conditions as may be decided in due course.

- ii. For the purpose of smooth and hassle-free management, upkeep and maintenance of Common Areas and Facilities of the Neighbourhood Commercial Zone, the Allottee/s is/are liable to abide by the 'bye laws' as shall be formulated by the Promoter for Project **Shriram Southbrook**.
- iii. The Allottee/s shall be liable to pay the Core Maintenance Charges at the rate of **Rs.** \_\_\_\_\_ (**Rupees** \_\_\_\_\_) per month per square feet of the Built-up Area of the Commercial Unit from the Possession Date for the purpose of Core Maintenance ("**Core Maintenance Charges**") irrespective of completion of any of the Common Areas and Facilities of the Neighbourhood Commercial Zone. The above rates are based on the preliminary estimate made by the Promoter as on date. Final rate of Core Maintenance Charges shall be decided by the Promoter and informed to the Allottee/s before possession.
- iv. The Allottee/s will be required to pay to the Promoter or such person as may be designated by the Promoter in advance, a sum equivalent to 24 (twenty-four) months of Core Maintenance Charges as intimated by the Promoter before taking possession of the Commercial Unit as "**Advance Core Maintenance Charges**".
- v. The Allottee/s will also be required to pay to the Promoter, the amount as per the details given below before taking possession of the Commercial Unit as "**Corpus Deposit**" of **Rs.** \_\_\_\_\_/- (**Rupees** \_\_\_\_\_). This amount shall be transferred to the Owners' Association, subject to the terms stated herein. The Corpus Deposit is non-interest bearing.
- vi. The Core Maintenance Charges shall become payable by the Allottee/s as aforesaid on and from the Possession Date or the Deemed Date of Possession, as may be applicable, or the date as may be decided by the Promoter at its sole discretion. The Promoter shall maintain the Common Areas and Facilities of the Neighbourhood Commercial Zone till the date of formation of the Owners' Association. During such period, the Promoter shall use the amount received on account of 'Advance Core Maintenance Charges' from the Allottee/s. After handover of Core Maintenance to the Association, if any amount out of Advance Core Maintenance Charges received from the Allottee/s is lying unutilized or unadjusted for certain number of months depending upon the timing of handover of the Commercial Unit, the same shall be handed over to the Association without interest. After the completion of the 24 (twenty-four) months' period, the Allottee/s shall be responsible to pay the Core Maintenance Charge by 7<sup>th</sup> (seventh) day of each month or quarter in advance at the discretion of the Promoter.
- vii. In the event the Promoter finds the aforesaid sum being insufficient to meet the Core Maintenance for any reason, including in case of escalation in the cost of labour and other materials used for Core Maintenance, the Promoter shall be entitled to seek proportionate increase in these charges.
- viii. Any tax liability on account of the Core Maintenance Charges shall be borne by the Allottee/s.
- ix. In case the Allottee/s fail/s to pay the Core Maintenance Charges to the Promoter within the stipulated period mentioned hereinabove, then:
  - (i) Interest at the rates as communicated at the time of Possession will

be payable by the Allottee/s.

- (ii) The Promoter reserves the right to set off any dues, including but not limited to Core Maintenance Charges, against the Corpus Deposit received from the Allottee/s.
- x. After handover of Core Maintenance to the Association, unadjusted amount of Corpus Deposit the same shall be handed over to the Association without interest. Notwithstanding any agreements executed with other customers of the Project Southbrook-----, the Promoter shall be entitled to withhold the transfer of the collected Corpus Deposit to the Owner's Association until all maintenance dues have been fully paid by all customers.
- xi. As the benefit of Core Maintenance Charges accrues to all the Allottees in general, the dues from the Allottees can be adjusted jointly and severally from the corpus collected.

b. **Management and Maintenance of the Township – “Township Maintenance”:**

- i. The proposed Township comprises of areas intended to be used for other development purposes and as may be indicated in this Agreement, and which may in no way, be directly, indirectly, or in any manner whatsoever, connected to Project **Shriram Southbrook**. The brochure and/or other advertising materials in any format made available in public domain are merely to acquaint the Allottee/s with the Township along with Project -- **Shriram Southbrook**, and such brief description of the overall development plan is not intended to convey to the Allottee/s any impression of any right, title or interest in any of the zones to be developed in or about the land(s) falling outside Project **Shriram Southbrook**.
- ii. The Allottee/s acknowledge/s and accepts that the Township is being developed – in phases over a period of time, as per the Promoter's decision with diverse product clusters that are intended to be applied to different uses. The Promoter shall have the right and absolute authority to deal with the land comprising the entire Township, phasing of zones, including but not limited to, the creation of further rights in favour of any other party at their sole discretion. In furtherance thereof, the Promoter shall have the absolute right and entitlement to enter into any agreements and/or arrangements, including but not limited to, agreements for transfer or parting of possession with any parcels of land in which Township is comprised and the Allottee/s hereby agree to not raise any objections or disputes regarding the same.
- iii. The Allottee/s further acknowledge/s and accept/s that the Township is being developed in phases and the Allottee/s shall not raise any objection and impediment to the same. The Promoter is free and entitled to carry on /cause to carry on any development activities on the said balance portions/phase at any time as they deem fit and the Allottee/s of the Project **Shriram Southbrook** will not have any right to object to such development or claim any interest therein.
- iv. The Promoter shall be responsible for the maintenance of the Township, its infrastructure including but not limited to Township roads, entry scape, street lighting, drainages, electricity, parks, gardens and facilities as developed by the Promoter/ Owner over a period of time. The same shall be referred to as the “**Township Maintenance**”. The Promoter may also entrust the Township Maintenance to one or more Maintenance Company(ies) of its choice for the specified period as the Promoter may deem fit. The Owner shall continue with the maintenance as above, till the

handover of the same to the concerned local authority or any other Governmental Agency(ies) in stages as may be applicable. It is however clarified that the Owner is not the developer of Project --- **Shriram Southbrook**, the development of which shall be the sole responsibility of the Promoter.

- v. It is clearly stated by the Promoter to the Allottee/s that the Project - **Shriram Southbrook** is a part/subset of the integrated Township i.e. Shriram Grand City and the Allottee/s of Project **Shriram Southbrook** will be enjoying the infrastructure and benefits of the Township, to be developed in phases within such time as may be decided by the Promoter, along with the other Allottee/ss. Therefore, the Allottee/s shall pay Township Maintenance Charges at the rate of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)** per month per square feet of the Built-up Area of the Commercial Unit for maintenance of the Township ("**Township Maintenance Charges**"). The above rates are based on the preliminary estimate made by the Owner as on date. Final rate of Township Maintenance Charge shall be decided by the Owner and informed to the Allottee/s by the Owner/Promoter before possession.
- vi. The Allottee/s will be required to pay the Promoter in advance, a sum equivalent to 24 (twenty-four) months of Township Maintenance Charges as intimated by the Promoter before taking possession of the Commercial Unit as "**Advance Township Maintenance Charges**".
- vii. The Township Maintenance Charges shall become payable by the Allottee/s as aforesaid, on and from the Possession Date or a date as shall be decided by the Owner/Promoter. The Owner/Promoter shall use the Advance Township Maintenance Charges received from the Allottee/s for a period of 24 (twenty-four) months from the date of completion. After the completion of the said period, the Allottee/s shall be responsible to pay the Township Maintenance Charges to the Owner/Promoter by 7<sup>th</sup> (seventh) of each month in advance without any abatement.
- viii. In the event the aforesaid sums are found to be insufficient to meet the Township Maintenance Charges for any reason including in case of escalation in the cost of labour and other materials used for Township Maintenance, the Owner/Promoter shall be entitled to and reserve their right to seek proportionate increase in these charges.
- ix. Any tax liability, present or future, on account of Township Maintenance Charges shall be borne by the Allottee/s.
- x. As may be finally decided and accordingly directed by the Owner/Promoter, the Allottee/s shall accordingly pay the Township Maintenance Charges to the Owner/Promoter or to the Association or to any maintenance company/entity.

**13. DEFECT LIABILITY:**

- a. After the Possession Date, the Allottee/s will have no right or claim against the Promoter, except for structural defect, defective workmanship, quality or provision of service, if proved to the satisfaction of the Architect during the defect liability period which would be 5 (five) years from the Possession Date or the Deemed Date of Possession, whichever is applicable ("**Defect Liability Period**"). During such Defect Liability Period, if any major defect is proved to the satisfaction of the Architect, which makes the Commercial Unit uninhabitable, the same will be remedied at no extra cost to the Allottee/s. It is agreed that the decision of the Architect of the Promoter will be final and binding on the Allottee/s and the Promoter. All defects that are caused due to Force Majeure Events, normal wear and tear, abuse, accident and improper

usage/negligence/omission/act or commission on the part of the Allottee/s or their nominee/agent and also due to those products, fixtures and fittings for which the manufacturing companies/ vendors/ agencies do not provide warranty beyond the prescribed limited period as per market practices, is/are excluded from this Clause and the Promoter shall neither be liable nor responsible for the same. Further, the Promoter shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party unless it results in structural defects. The Promoter's defect liability obligation shall be subject to the Allottee/s/Association's continuing with all annual maintenance contracts for equipment/material installed/used within the **Neighbourhood Commercial Zone** and prompt payment of maintenance charges.

- b. The Promoter shall not be responsible for any issues (such as difference in shades of tiles, granite, marbles, tolerances as per IS and building codes, air pockets beneath tiles, separation cracks/gaps between non-homogeneous building components, slopes considered for water drainage, reduction in Carpet Area due to plaster thickness and skirting). Moreover, minor tile chipping, minor damages in places where welding has conducted, shall not be considered as defects for the purposes of this section. Allottee/s agrees and acknowledges that defects arising from natural wear and tear/forced/ intentional/accidental damages shall not come within the scope of defect liability and hence the Promoter shall not be responsible for the same. Further, Parties agree that any defects or damages caused to glass, electrical fixtures, sanitary fixtures, ceramic, vitrified, porcelain materials after acceptance of possession of the Commercial Unit by the Allottee/s shall not come under scope of defect liability and the Promoter shall not be held liable for not curing/ entertaining such claims.
- c. The Promoter shall not be responsible for routine/non-structural cracks resulting from differential co-efficient of thermal expansion, non-monolithic joints, seasoning effects, sweating of walls, etc. and such other defects caused due to normal wear and tear, abuse and improper usage.

**14. RIGHT OF ALLOTTEE/S TO USE COMMON AREAS AND FACILITIES OF THE NEIGHBOURHOOD COMMERCIAL ZONE SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

The Allottee/s hereby agree(s) to purchase the Commercial Unit with the specific understanding that his/her/their right to the use of Common Areas and Facilities of the **Neighbourhood Commercial Zone** shall be subject to timely payment of the total maintenance charges including the Core Maintenance Charges and the Township Maintenance Charges, as determined and thereafter billed by the Promoter, or the Owners' Association, or the maintenance agency appointed by the Promoter or the Owners' Association, as the case may be, and such right shall be subject to performance by the Allottee/s of all his/her/their obligations in respect of the terms and conditions specified by the Promoter and/or the maintenance agency and/or the Owners' Association, from time to time. The Allottee also agrees that there may be some Common Areas and Facilities of the **Neighbourhood Commercial Zone** which which may be shared in common between the Allottees of the commercial units and residential plots in the Project. The Allottee agrees not to object to the sharing of the Common Area and Facilities of the Neighbourhood Commercial Zone with the allottees of the residential plots in the Project. The Allottee unconditionally and unequivocally acknowledges and agrees that the allottees of the residential plots shall be entitled to enjoy Common Area and Facilities of the Neighbourhood Commercial Zone which are common to the commercial units as well as the residential plots. Similarly, if any common area and facility forming a part of the residential project is made available for common enjoyment of the allottees of

the commercial units, the Allottee shall be required to make payment of the common area maintenance charges attributable to such common areas and facilities even if the same is housed in the part of the Project Land relating to the residential portion of the Project without any protest or objection in the manner and proportion and in such sums as may be determined by the Promoter or the maintenance agency or the respective owners associations jointly, as the case may be.

**15. RIGHT TO ENTER THE COMMERCIAL UNIT FOR REPAIRS**

The Allottee/s shall permit the Promoter and or an agency appointed by it or the Owners' Association, as the case may be, their agents, with or without workmen at all reasonable times to enter into and upon the Commercial Unit or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, or other conveniences belonging to or servicing or used for including but not limited to the Commercial Unit and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity and other facilities etc. including but not limited to the Commercial Unit who have defaulted in paying their share of the water, electricity and other charges and common expenses.

**16. USAGE:**

**a. Service Areas:**

The service areas, if any, as located within the said Project **Shriram Southbrook**, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment, etc. and other permitted uses as may be applicable as per the sanctioned plan. The Allottee/s shall not be permitted to use the services areas, other than those earmarked as Parking Spaces, if any allotted to the Allottee/s in any manner whatsoever and the same shall be reserved for use by the Association formed by the Allottee/ss for rendering maintenance services.

**b. Parking Space(s):**

(a) The Parking Space(s) provided in Neighbourhood Commercial Zone are for the benefit of the Allottee/s or lawful occupants of the commercial units. However, a limited number of Parking Space(s) are proposed to be provided within the Project --- **Shriram Southbrook** and the same shall be deemed to be Limited Common Area. The rights to use Parking Space(s) have to be earmarked to limited number of Allottee/s for facilitating the smooth functioning and use of Parking Space(s). The Allottee/s understand/s and agree/s that in the absence of such earmarking of Parking Space(s), the use of the Parking Space(s) would result in disharmony and periodical disputes amongst the Allottee/s/lawful occupants of the Commercial Units. In view of the same, the Allottee/s hereby irrevocably authorize/s the Promoter to earmark Parking Space(s) to the Allottee/s at the sole discretion of the Promoter in order to maintain peace, cordiality and harmony amongst the Allottee/s. The Allottee/s further declare/s that he/she/they shall be bound by such earmarking of Parking Space(s) and will not question the authority of the Promoter in doing so and further desist from making any issue or claims in respect thereto.

(b) The Promoter shall earmark the Parking Space(s) for use to the Allottee/s at its sole discretion in accordance with the previous Clause, irrespective

of the preference made by the Allottee/s in the Application Form. Decision of the Promoter with regard to earmarking of the Parking Space(s) to Allottee/s shall be final and binding on the Allottee/s.

- (c) The Parking Space(s) earmarked to Allottee/s is/are for exclusive use and enjoyment and the Allottee/s shall not have the right to put up any construction in the Parking Space(s) or enclose the same or use/convert it for any purpose other than as a Parking Space, i.e. for parking of vehicle(s).
- (d) The Allottee/s on earmarking of the Parking Space(s), other than use of the same, shall not have any such power or authority to transfer the same separately other than with the Commercial Unit allotted. In case of transfer/sale of Commercial Unit by Allottee/s, the exclusive user-right of the Parking Space(s) shall stand automatically transferred along with the Commercial Unit.

c. **Utilities & Facilities:**

i. **Electricity**

The Allottee/s will have to apply to the concerned electricity office individually for obtaining supply of power and meter for their respective commercial units. The Promoter shall facilitate in making such applications by the Allottee/s. The Allottee/s shall be required to pay the applicable security deposit and/or other charges for the same to the concerned electricity department.

ii. **Diesel Generator Back-up**

- (a) The Promoter shall provide power back-up system through diesel generator in limited areas within the Commercial Unit along with certain selected specification of the Common Areas and Facilities of the Neighbourhood Commercial Zone as mentioned more fully and particularly in Schedule E.
- (b) The extent of power back-up provided will be decided by the Promoter and informed to Allottee/s before possession of the Commercial Unit. The running charges for such power back-up will be part of the Core Maintenance charge to be paid by the Allottee/s.

iii. **Water Supply**

Water supply to the owners/lawful occupants of the commercial units will be made available in the common washroom only save and except those commercial units earmarked for restaurants and departmental store in the plan attached herewith where the water connection/ supply shall be made available at the request of the Allottee and at the sole discretion of the Promoter, by sourcing the same from the concerned governmental agencies or any other available source as may be permitted by the authorities concerned. Installation of on-line pumps to boost water supply within the Common Area and Facilities or the specific commercial unit where the water supply has been made available is strictly not permitted.

d. **Common Township Roads – Right Of Ingress And Egress**

The roads within the township are common areas meant for the use and benefit of all owners/Allotte(s) and occupants for the purpose of ingress and egress. No person shall obstruct, block, encroach upon, or in any manner interfere with the free and uninterrupted use of such roads at any time.

**17. COMPLIANCE WITH RESPECT TO THE COMMERCIAL UNIT:**

- a. Subject to Clause 10 above, the Allottee/s shall, after taking possession, be solely responsible to maintain the Commercial Unit at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Commercial Unit or shall not enter or allow to enter any place else than the Common Areas and Facilities of the Neighbourhood Commercial Zone, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the

compound in the Neighbourhood Commercial Zone, which may be in violation of any laws or rules of any authority or change or alter or make additions to the Commercial Unit and keep the Commercial Unit its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Commercial Unit is not in any way damaged or jeopardized.

- b. The Allottee/s shall be responsible and liable to comply with all statutory compliance according to all Applicable Law for their individual units and further undertakes, assures and guarantees that:
- i. He/she shall not, under any circumstances, install, affix, display, or cause to be displayed any sign-board / nameplate, neon light, publicity material, advertisement or similar signage material on the face or facade of the Commercial Unit or anywhere on the exterior of the Commercial Building therein, or within any Common Areas and Facilities of the Neighbourhood Commercial Zone, except strictly in the specific places/ areas expressly earmarked/ allocated for such purpose to the Allottee/s for their respective Commercial Unit. Such signage shall be of the exact size, design, material, illumination type, and specifications as may be permitted and approved in writing by the Promoter or the Owner's Association (as and when formed). Any installation outside the designated location or in deviation from the approved specifications shall be deemed an unauthorized act, and the Promoter/Owner's Association shall have the absolute right to remove, dismantle, or otherwise take down such signage without notice, at the sole cost, risk, and expense of the Allottee/s, without prejudice to the Promoter's right to recover damages and/or impose penalties for such breach.
  - ii. The Allottee/s shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design.
  - iii. Further the Allottee/s shall not store any hazardous or combustible or inflammable goods/ substances in the Commercial Unit or place any heavy material in the common passages or staircase of the Commercial Building and/ or within the Neighbourhood Commercial Zone.
  - iv. The Allottee/s shall not use any open fire and/or activities causing pungent or obnoxious smell or smoke.
  - v. The Allottee/s shall not sell and /or cause or allow to be sold any live stock from their unit save and except the frozen items.
  - vi. The Allottee/s shall not create any disturbance in the neighbourhood by using high volume music or sound.
  - vii. The Allottee/s shall also not remove any wall including the outer and load bearing wall of the Commercial Unit.
- c. The Allottee/s shall plan and distribute its electrical load (lighting and power load) and in conformity with the electrical systems installed by the Promoter and thereafter the Association and/or maintenance agency appointed by Association. For this purpose, the Allottee/s shall share their connected load details with the Promoter who shall in turn provide written approval after scrutinizing the same in conformity with their pre-calculated load details. The Allottee/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions and shall be liable for immediate removal of the appliance or equipment which is identified by the Promoter/ Owner' Association, as the case may be to be incurring the extra load.

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

- (a) The Parties are entering into this Agreement against the Allotment of Commercial Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the said Project **Shriram Southbrook**.
- (b) Promoter (till the formation of the Association )/Owner's Association shall be solely liable and responsible for applying or obtaining the renewal of all no-objection certificate obtained from the appropriate authorities as shall be required from time to time for smooth functioning of the said Project.

**19. ADDITIONAL CONSTRUCTIONS:**

The Allottee/s agree/s and acknowledge/s that the Promoter shall have the right to make additions in the sanctioned plans, layout plans, of the commercial units, Common Areas and Facilities of the **Neighbourhood Commercial Zone** to put up additional floors/structures in the Commercial Building after obtaining such other approvals/consents/permissions of the competent Authority that may be required under the provisions of Applicable Laws and such additional structures may result in change in the proportionate interest in the Common Areas and Facilities of the **Neighbourhood Commercial Zone**. The Promoter shall also be entitled to connect the electricity, water and sanitary connections and drainage fittings for such additional structures with the existing sources after obtaining such other approvals/consents/permissions that may be required under the provisions of Applicable Laws.

**20. PROMOTER'S RIGHT TO MORTGAGE OR CREATE A CHARGE:**

The Promoter shall be entitled to raise finance or loan from any bank/financial institution by way of mortgage, charge, securitization of receivables, or otherwise, over the Project Land/Project. Any such mortgage or charge shall be expressly subject to the prior rights and interests of the Allottee/s under this Agreement. It is hereby clarified that the Commercial Unit allotted under this Agreement shall remain free from all encumbrances at the time of execution and registration of the Sale Deed. The Allottee/s shall be entitled, without restriction, to avail loan/finance from any bank or financial institution for purchase of the said Commercial Unit, and the Promoter shall extend all cooperation, including issuance of necessary no-objection certificates, confirmations, and undertakings as requested by the Allottee/s. The obligation of the Promoter to deliver the Commercial Unit free from encumbrances shall survive notwithstanding any default, enforcement, or realization proceedings initiated by the lender against the Project Land/Project. In the event of enforcement of any mortgage/charge, the lender shall be bound to release the Commercial Unit allotted to the Allottee(s) from such encumbrance, ensuring that the rights of the Allottee/s under this Agreement are not prejudiced in any manner.

**21. APARTMENT OWNERSHIP ACT:**

- a. The Promoter has assured the Allottee/s that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1976 (Owner's Association).
- b. The Allottee/s hereby agree/s and undertake/s to become a member/s of the Owners' Association, formation of which shall be enabled or facilitated by the Promoter in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972 (as amended from time to time) and rules, regulations and bye-laws framed thereunder for Project **Shriram Southbrook** and in the manner as contemplated in Clause 11 of the Agreement. The Allottee/s shall sign and execute all applications for membership and other papers, bye-laws and documents as may be necessary to form the Association and/or run the said Association. The Allottee/s shall observe and comply with all the bye-laws and rules & regulations of the said Owners' Association.

- c. The Promoter shall until it transfers the physical possession of the Project to the respective owner's association pay all outgoings which it has collected from the various Allottee/s of the Project for the payment of such outgoings.
- d. It is expressly clarified that the said Owners' Association, upon its formation and handover of the Common Areas and Facilities of the **Neighbourhood Commercial Zone** by the Promoter after the completion of Project **Shriram Southbrook**, shall be responsible for the management, maintenance, upkeep, security, administration and control of the Common Areas and Facilities of the **Neighbourhood Commercial Zone** and for collecting Core Maintenance Charges for up-keep and maintenance of all Common Areas and Facilities of the **Neighbourhood Commercial Zone**. It is further clarified that terms such as security rooms, security cabin/booth, guard room/ gate goomty refer to similar and identical facilities intended solely for security-related purposes.

**22. BINDING EFFECT:**

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Schedule within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Registry Office 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/s and/or appear before the concerned Registry Office for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which has to be rectified within 30 (thirty) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith, shall be returned to the Allottee/s without any interest or compensation whatsoever save and except the amount mentioned in the TOA.

**23. 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, whether written or oral, if any, between the Parties in regard to the said Commercial Unit

**24. RIGHT TO AMEND:**

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

**25. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/S/ SUBSEQUENT ALLOTTEE/SS:**

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 Commercial Unit and the Commercial Building/ **Neighbourhood Commercial Zone** shall equally be applicable to and enforceable against and by any subsequent Allottee/s of the Commercial Unit, in case of a transfer, as the said obligations go along with the Commercial Unit for all intents and purposes.

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

- 26.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee/s in not making payments as per the Payment Schedule [**Schedule C**] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee/s that exercise of discretion by the Promoter in the case of one Allottee/s shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee/s.
- 26.2 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. Further, in order to constitute a waiver, such waiver by the Promoter has to be in writing.

**27. 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.

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

Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payments alongside other Allottee/s/(s) in Project **Shriram Southbrook**, the same shall be the proportionate to the Super Built up Area of the Commercial Unit of the said Allottee/s relative to the total Super Built up Area of all the commercial units in the Commercial Building at the **Neighbourhood Commercial Zone**. In the event the proportionate share has to be calculated on the basis of Carpet Area, all the payments are to be made on the basis of proportionate share and shall be modified accordingly. In the event the proportionate share is calculated on the basis of Carpet Area, all the payments are to be made on the basis of the proportionate share and shall be modified accordingly.

**29. FURTHER ASSURANCES:**

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

**30. PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the place as informed by the Promoter, and 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 concerned Registry Office. Hence this Agreement shall be deemed to have been executed at Kolkata.

**31. NOTICES:**

That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s/ or the Promoter by registered post with acknowledgement due/courier/email/hand delivery at their respective addresses specified below:

Name of Allottee/s: \_\_\_\_\_ & \_\_\_\_\_  
(Allottee/s Address): \_\_\_\_\_

Promoter name: **Bengal Shriram Hi Tech City Private Limited**  
Promoter Address: No. – 31, 2nd A Main Road, Sadashivnagar, Bangalore - 560080 and Corporate office at Level – 7, Block – B, “Victoria Park”, Block - GN, Plot - 37/2, Sector V, Salt Lake, Post Office – Nabadiganta, Police Station – Salt Lake Electronic Complex, Kolkata – 700091.

It shall be the duty of the Allottee/s and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement, in the manner stated herein for communication of notice, 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.

**32. JOINT ALLOTTEE/S:**

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

**33. GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other Applicable Laws of India for the time being in force.

**34. DISPUTE RESOLUTION:**

Subject to Clause below, in the event of dispute with and/or default by the Promoter, the Allottee/s is/are entitled to enforce the law in force for the time being to resolve the said dispute. Similarly, in the event of dispute with and/or default by the Allottee/s, the Promoter shall be entitled to enforce the law in force for the time being to resolve the said dispute and/or take action as per this Agreement. In the event of breach of the terms of this Agreement or in the event of any differences or disputes arising between the parties in regard to this Agreement or any matter relating thereto, the same shall be resolved in the manner provided in the Act and the Rules made therein.

**35. JURISDICTION:**

Only the courts in Kolkata shall have the exclusive jurisdiction to try, entertain and determine all actions, suits and proceedings by and between the parties hereto relating to or arising out of or under this Agreement or connected therewith.

**36. GENERAL:**

- a. The Allottee/s may obtain finance from any financial institution/bank or any other source but the Allottee/s's obligation to purchase the Commercial Unit pursuant to this Agreement shall not be contingent on the ability or competency of the Allottee/s to obtain such financing and the Allottee/s shall remain bound by this Agreement whether or not he/she/they/it has/have been able to obtain financing for the purchase of the Commercial Unit. The Promoter shall have the first lien and charge on the Commercial Unit to be constructed by the Promoter under the terms of this Agreement and its possession shall lie with the Promoter until all payments are made to the Promoter by the Allottee/s under this Agreement.
- b. The Promoter has, prior to this day, made available the photo copies of the deeds and documents of title, building plans and approvals, development agreement with the Owner and the Allottee/s has/have understood, evaluated and satisfied himself about the title of the Promoter to the Project **Shriram Southbrook** Land, satisfied himself about the approvals, designs, specifications, quality of construction, concept etc., of Project **Shriram Southbrook**.
- c. The Allottee/s confirm/s that he/she/they/it has/have carefully read the

conditions of this Agreement and has/have understood his obligations, liabilities and limitations as set forth herein and has/have neither relied upon nor been influenced by any marketing brochure, e-mails, advertisements, representations of any nature whatsoever whether written or oral. The Allottee/s upon being satisfied as aforesaid and relying upon his own judgment and investigation(s), has/have executed this Agreement for purchasing the Commercial Unit.

- d. Under no circumstances shall the Allottee/s have any manner of ownership right in respect of any terraces/roofs/ appurtenant gardens comprising in the Project unless specifically granted by the Promoter in writing. However, the Promoter shall have the perpetual right to put hoarding/neon signs/or communication equipment's in its name or in the name of its affiliates. The Allottee/s shall not trespass or enter without any authorization into any other Commercial Unit not allotted to the Allottee/s in the Project.
- e. The rights of the Allottee/s are restricted to the Neighbourhood Commercial Zone, subject to any other rights granted to them/it under this Agreement. Under no circumstances they/it can claim any ownership right over any other parcel of land other than its proportionate undivided share in the land constituting the Neighbourhood Commercial Zone in the manner as detailed in Part III of Schedule A specifically conveyed to them/it by virtue of the Sale Deed. In case the Allottee/s, along with the other owners and through their Association, plan any alteration, modification or redevelopment within the Neighbourhood Commercial Zone, the same shall be governed by the rules & regulation prescribed by the competent authorities at that point of time. The Promoter shall under no circumstance be responsible for any consequences arising out of the same.
- f. All interior related works that the Allottee/s may take up on his own can be taken up only after handing over of possession of the Commercial Unit to the Allottee/s by the Promoter or as agreed between the parties. The Allottee/s shall carry out interior works on all days except Sundays during the day time between 9 A.M. and 6 P.M. The Allottee/s shall be fully liable and responsible to clear at their cost the debris generated. The Promoter does not owe any responsibility for any breakages, damages caused due to such interior work. The Promoter shall not be liable for any thefts during the course of such interior works. Allottee/s shall be responsible for any damage to the Common Areas and Facilities of the **Neighbourhood Commercial Zone** or the property of any third party during the execution of the above work.
- g. The Promoter is entitled to reserve such number of commercial units and Parking space(s) in the Neighbourhood Commercial Zone as they may deem fit for utilizing the same as service/transit commercial units by permitting the use of the same on a daily/monthly/annual basis and exploit the income there-from. The Allottee/s and/or the persons claiming through or under him shall not have the right to object or come in the way of the Promoter and the Promoter can also appoint any third party to run such activities of service/transit commercial units.
- h. All rights and remedies of the Owner and/or Promoter under this Agreement shall be in addition to all other legal rights and remedies belonging to Owner and/or Promoter and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies as aforesaid and it is hereby expressly agreed that the cancellation of Allotment for any cause whatsoever shall be without prejudice to any and all rights and claims of Promoter , which shall or may have accrued prior thereto.
- i. The Promoter reserves its rights to access the Project and Neighbourhood Commercial Zone in perpetuity for the purposes of supporting the development and maintenance of services therein. The Allottee/s agree/s and undertake/s to

execute any such separate writings as may be required by the Promoter, confirming unfettered easmentary right in favour of the Promoter at any time hereinafter.

- j. After the Promoter executes this Agreement he shall not mortgage or create a charge on such Commercial Unit, and if such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, it shall not affect the right and interest of the Allottee/s who has/have taken or agreed to take such Commercial Unit. The Promoter agrees to secure necessary no objection certificates from the lending bank/institution and furnish the same to the Allottee/s at the time of execution of Sale Deed for the Commercial Unit, confirming that the same being free from the said charge or mortgage.
- k. The Allottee/s shall not alter or subscribe to the alteration of the name of the Project **Shriram Southbrook** as may be assigned by the Promoter. Further the Allottee/s shall not put up any name plate, sign board, neon sign, publicity or advertisement material in the Common Areas and Facilities of the **Neighbourhood Commercial Zone** and shall not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design, with a view to maintain uniform aesthetics.
- l. The original title deeds and other title related documents pertaining to Project Land as well as several other approvals of Project **Shriram Southbrook** will be retained by the Owner at all times. A copy of the relevant documents will be handed-over to the Association at the time of handover of the Common Areas and Facilities of the **Neighbourhood Commercial Zone**.
- m. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or applicable requirements of Applicable Laws, such provision or part shall to that extent be deemed not to form part of this Agreement, and the legality and enforceability of the remainder of this Agreement shall not be affected.
- n. If, due to any change in the Applicable Laws or rules or regulations or their interpretation by legislative body, any court of law or any other governing authority having jurisdiction subsequent to the date of this Agreement, performance of any provision of this Agreement contemplated herein becomes, inoperative, unenforceable, illegal, impracticable or impossible of performance, the Parties hereto agree that they shall use their best efforts to enter into such supplementary agreement or documentation as may be necessary to amend, modify the Agreement to make it in accordance with such Applicable Laws, or employ such suitable means to achieve the same or substantially the same result as that contemplated by such Applicable Laws. In such event the Parties acknowledge and agree that enforceable provisions of this Agreement along with such supplementary agreement as entered by the Parties hereto, in order to give effect to such changes in Applicable Laws, shall supersede and prevail over such prior understanding of the Parties in the Agreement, which has been rendered illegal, invalid, unenforceable and impossible of performance.
- o. **“Force Majeure Events”** shall mean and include any event or circumstance beyond the reasonable control of the Promoter which prevents the Promoter from performing any or all of its obligations under this Agreement and shall include the following :
  - i. Act of war, hostilities (whether war be declared or not), invasion, act of foreign enemies, armed conflict, riot, civil war, civil disorder, act of terrorism., insurrection or sabotage,;
  - ii. Any act, rules, regulations, notifications, circulars, bye-laws of any

governmental instrumentality including any local authority, state, or central government of India or any department, instrumentality or agency thereof which may have a materially adverse effect on the development of the Project:

- iii. Flood, cyclone, lightning, earthquake, drought, storm or any other calamity caused by nature;
  - iv. Epidemic, Pandemic, famine;
  - v. Fire, explosion or accident leading to breakage of facilities, plant or equipment or chemical contamination thereof;
  - vi. Any unforeseen circumstances or conditions or event beyond the reasonable control of the Promoter .
  - vii. Any other circumstances as may be notified by the competent authority;
  - viii. Any other calamity caused by nature affecting the regular development of the Project **Shriram Southbrook**;
- p. No decision or exercise of discretion / judgment / opinion/ approval of any matter arising out of or contained in this Agreement shall have the effect of amending this Agreement until expressly agreed in writing.
- q. The Allottee/s will abide by the terms and conditions of this Agreement and Applicable Laws. In the event of a breach, contravention or non-compliance of any of the terms of this Agreement by the Allottee/s, the Allottee/s shall be held solely liable for all the consequences of breach, contravention or non-compliance of any of the terms as provided under this Agreement or otherwise in any other document executed pursuant to this Agreement. If any loss, expense or damage is caused to the Promoter due to any act or negligence of the Allottee/s , the Allottee/s shall indemnify the Promoter for such loss, expense or damage incurred by the Promoter on account of such act or negligence by the Allottee/s.
- r. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee/s shall not be construed as a waiver on their part of such breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/s nor shall the same in any manner prejudice the right of the Promoter.
- s. The Promoter and its affiliates, officers, directors, employees, agents, members, servants shall not be liable for any direct, indirect, punitive, incidental or consequential loss, claim, demand or damage suffered by any person due to loss of documents, delay in postal services and any other eventualities beyond the control of the Promoter and its affiliates, officers, directors, employees, agents, members, servants.
- t. Any notice or correspondence to be sent to Promoter or Allottee/s under this Agreement shall be addressed and sent to the Allottee's respective addresses mentioned in this Agreement/ Application Form if addressed and sent by courier or by personal delivery or registered post with acknowledgement due and not in any other form. The Promoter or Allottee/s sending notice/correspondence is not responsible for non-delivery due to change in the address if the Promoter or Allottee/s changing the address has not intimated in writing the change of address. In case there are joint Allottees all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the correspondence address given by the Allottee/s in the Application Form which shall for all intents and purposes be deemed as properly served on all the Allottee/s. For any change in the correspondence address, the Allottee/s has/ have to communicate to the Promoter in writing.
- u. Any modification or amendment of any of the provisions of this Agreement in order to be valid shall be in writing and signed by all the Parties hereto. The parties hereby also agree that time shall be the essence of this Agreement and

- each party shall abide by the timelines mentioned hereinabove.
- v. In the event of any conflict between the provisions of Terms of Application (including any correspondences), the Allotment Letter or any other document and this Agreement, the provisions of this Agreement (together with any amendments or modifications thereof), shall prevail.
  - w. This Agreement and all questions of its interpretation shall be construed in accordance with the laws of India.
  - x. This Agreement may be executed in duplicate or counterparts in the identical form, each of which shall be deemed as an original, but all of which taken together shall constitute one and the same instrument
  - y. **Use of Service Areas:** The service areas, as located within the Neighbourhood Commercial Zone, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, and the same shall be reserved for use by the Promoter (till the hand over to the Association as and when formed) for rendering maintenance services.
  - z. The Allottee/s shall plan and distribute its electrical load (lighting and power load) and air condition load in conformity with the electrical systems installed by the Promoter and thereafter the Association and/or maintenance agency appointed by Association. For this purpose, the Allottee/s shall share their connected load details with the Promoter who shall in turn provide written approval after scrutinizing the same in conformity with their pre-calculated load details. The Allottee/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions and shall be liable for immediate removal of the appliance or equipment which is identified by the Promoter/ Owner' Associasion, as the case may be to be incurring the extra load.
  - aa. The Parties are entering into this Agreement against the Allotment of Commercial Unit with the full knowledge of all Applicable Laws, rules, regulations, notifications applicable to the Project.
  - bb. Promoter (till the formation of the Association/Owner's Association) shall be solely liable and responsible for applying or obtaining the renewal of all no objection certificate OC from the appropriate authorities as shall be required from time to time for smooth functioning of the said Project.
  - cc. This Agreement is a standard template of the agreement for sale for the commercial units forming part of Project **Shriram Southbrook**. The Allottee/s is/are made aware that the agreement for sale may be subjected to further modification/alteration/addition. Such modification/alteration/addition shall not be limited to compliance with the provisions of the Act and/ or notifications, circulars or orders issued by WBRERA Authority and the Allottee/s confirms and promises to cooperate with the Promoter and abide by any further changes and modification and execute such further documents as may be required in this regard including modifications required to be made consequent to the stipulations of the Authority at the time of registration of the Project **Shriram Southbrook** - under the Act and Rules. The Allottee/s acknowledge/s that he has read and understood the contents of the Agreement and is signing the Agreement of his own volition and exercising his free will.

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Allottee/s: (including joint Allottee)

Signature \_\_\_\_\_

Name:

Address:

Please affix  
photograph  
s and sign  
across the  
photograph

Signature \_\_\_\_\_

Name:

Address:

Please affix  
photograph  
s and sign  
across the  
photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Promoter :

Signature \_\_\_\_\_

Name: MR. RAJARSHI SINHA

Address: Level – 7, Block – B, “Victoria Park”, Block GN, Plot 37/2,  
Sector V, Salt Lake, Sector V, Kolkata – 700091

Please affix  
photograph  
s and sign  
across the  
photograph

At **KOLKATA** on \_\_\_\_\_ in the presence of

**WITNESSES :**

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

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Name \_\_\_\_\_

Address \_\_\_\_\_

**Drafted and prepared by**

**Advocate**

**SCHEDULE 'A'**

**PART- I: "PROJECT LAND"**

All That piece and parcel of land measuring about **16.17 Acres** comprised in LR Dag No. 3444(P), Mouza Barabahera under L.R. Khatian no. 4129, Police Station-Uttarpara District-Hooghly, and LR Dag No 4476(P) in Mouza- Konnagar, under L.R. Khatian no. 11976, Police Station -Uttarpara, District -Hooghly PIN-712246 within the ambit of the Kanaipur Gram Panchayat, the details of which are given herein below:

<b>Land Details of Shriram Southbrook</b>				
<b>Sl. No.</b>	<b>Mouza</b>	<b>J.L. No</b>	<b>Dag No.</b>	<b>Area (Acres)</b>
1	BARABAHERA	5	3444 (P)	<b>7.84</b>
2	KONNAGAR	7	4476(P)	<b>8.33</b>
<b>Grand Total</b>				<b>16.17</b>

<b>Boundary of Shriram Southbrook</b>					
<b>Mouza</b>	<b>Dag No.</b>	<b>North</b>	<b>South</b>	<b>East</b>	<b>West</b>
Barabahera	3444(P)	3444(P)	4476 (Konnagar)	3444(P)	3444(P), Land Others
Konnagar	4476(P)	3444 (Barabehera)	4476(P)	4476(P)	Others Land

**PART- II: NEIGHBOURHOOD COMMERCIAL ZONE**

The North East portion of the Project "Shriram Southbrook" comprising 52 commercial units in a G+1 Building, together with such Common Areas and Common Utilities, Facilities & Amenities as are more particularly described in **Schedule E** hereunder written. The said **NEIGHBOURHOOD COMMERCIAL ZONE** admeasures **0.55 ACRES i.e 2239.75 SQ.M.** comprised in LR Dag No. 3444(P), Mouza Barabahera under L.R. Khatian no. 4129, Police Station-Uttarpara District-Hooghly, PIN-712246 within the ambit of the Kanaipur Gram Panchayat, West Bengal

<b>Boundary of Neighbourhood Commercial Zone</b>					
<b>Mouza</b>	<b>Dag No.</b>	<b>North</b>	<b>South</b>	<b>East</b>	<b>West</b>
Barabahera	3444(P)	3444(P)	3444(p)	3444(P)	3444(P), Others Land

**PART- III: "COMMERCIAL UNIT"**

**ALL THAT** Commercial Unit No. -----having the area description appearing in the Table below "Area Description of the Commercial Unit-" within Project "Shriram Southbrook" which is being constructed on part of the Project Land i.e Neighbourhood Commercial Zone measuring **0.55 ACRES = 2239.75 SQ.M. (B)** comprised in LR Dag No. 3444(P), Mouza Barabahera under L.R. Khatian no. 4129, Police Station-Uttarpara District-Hooghly, PIN-712246 within the ambit of the Kanaipur Gram Panchayat, West

Bengal:

**TABLE: AREA DESCRIPTION OF THE COMMERCIAL UNIT**

<b>Super Built-up Area (in Sq. Ft.)</b>	<b>Built-up Area (in Sq. ft.)</b>	<b>Carpet Area (in Sq. ft.)</b>

**ALONG WITH** exclusive, perpetual, transferable and heritable right to park a vehicle in ----- designated Car Parking Space(s) **TOGETHER WITH** the undivided, proportionate right to use the Common Areas and Facilities of the Neighbourhood Commercial Zone (described under Schedule E) in common with the Promoter as well as the owners/lawful occupants of other commercial units in the Project **AND TOGETHER WITH** the proportionate undivided share in Neighbourhood Commercial Zone that shall expressly exclude the land and/or areas attributable to the residential Plot area in the Project **Shriram Southbrook** (described under Schedule I) attributable to the Built-Up Area of the Commercial Unit in proportion to the sum total of the Built-Up Area of all the Commercial Units comprised in the Project. The Commercial Unit is delineated in the concerned Floor Plan annexed hereto which is marked as **Schedule B** and duly bordered thereon in '**RED**'.

**SCHEDULE 'B'**

**FLOOR PLAN OF THE COMMERCIAL UNIT**

**SCHEDULE 'C'**

**PAYMENT SCHEDULE**

Commercial Unit With PARKING SPACE		
SALE PRICE – Rs. _____ /-		
Sl. No.	Payment Schedule	Amount (in Rs.)/Percentage of Sale Price
1.	Application Money and Allotment Money (Booking Money)	9.90%
2.	After registration of Agreement – Within 30 days of booking date	10.10%
3.	On commencement of pile foundation of the Building	
4.	On commencement of ground floor plinth level of the Building.	
5.	On commencement of ground floor roof slab of the Building.	
6.	On commencement of 1 <sup>st</sup> floor roof slab of the corresponding tower.	
7.	On commencement of tiling for the Commercial Unit.	
8.	On issuance of possession notice	
<b>Total</b>		<b>100%</b>

Sl. No.	Other Charges I	
1.	Infrastructure charges of Rs.-----/sq ft are payable as and when demanded by the Owner/Promoter.	
Sl. No.	Other Charges II	
3.	a. Stamp Duty, Registration Fee as per Applicable Laws at the time of Registration of Agreement for Sale	b. Stamp Duty, Registration Fee as per Applicable Laws at the time of Registration of Deed of Conveyance
	c. Legal Charges = Rs.-_____/-	
	d. Legal drafting fees =Rs.	
4.	Advance Core Maintenance Charges at minimum Rs._____/Sq ft / Month for 2 Years	
5.	Advance Township Maintenance Charges at minimum Rs._____/Sq ft / Month for 2 Years	
6.	Corpus Deposit towards Core Maintenance: Rs. _____/- (Lumpsum)	
7.	GST, other taxes, duties & levies will be charged as per Applicable Laws	
8.	Formation of Association Charges:	
10	Electricity and water charges (as may be applicable) will be payable by the Allottee/s	
11	Pass-through charges and utility deposits and shall include, without limitation, amounts relating to electricity supply and connection, water supply, sewerage facilities, solid waste management, infrastructure charges, development charges, betterment charges, and any utility deposits payable to the concerned authorities, as and when applicable. All consumption-based charges (including electricity and water) shall be payable by the Allottee/s.	



## **SCHEDULE 'D'**

### **SPECIFICATIONS (Commercial Unit will be handed over as per proposed Specifications givenbelow)**

- 1. Structure**
  - 1.1. Sub-Structure- RCC Pile foundation
  - 1.2. Super Structure – RCC Frames or suitable alternative
- 2. Masonry** (Wherever required)
  - 2.1. Brick or Light-Weight Concrete / Fly-ash blocks in Cement Mortar
- 3. Plastering**
  - 3.1. Cement Mortar (Where ever required)
- 4. Painting**
  - 4.1. Internal Wall – PoP putty with a coat of Primer
  - 4.2. Internal Ceiling – PoP putty with coat of Primer
  - 4.3. External Wall -Cement based paint
  - 4.4. On metal surfaces – Enamel paint
- 5. Tiling – on Floors**
  - 5.1. Commercial Unit - Vitrified Tiles
  - 5.2. Other locations of Common Areas– Cement flooring /equivalent
  - 5.3. Ground Floor Common Facilities – Cement flooring
  - 5.4. Lobby (Few Select locations) – Granite/Tiles
- 6. Plumbing**
  - 6.1. Water supply, Drainage and Sewage in Common Areas– PVC pipes or equivalent
  - 6.2. Sewage line – Stoneware or equivalent
  - 6.3. Shutter – MS rolling Shutter
- 7. Electrical**
  - 7.1. Single point Power Supply within the Unit
- 8. Power Back-up** (through DG)-Limited back up in
  - 8.1. Common Toilets
  - 8.2. Common Areas
  - 8.3. Security check point

## SCHEDULE 'E'

### COMMON AREAS AND FACILITIES OF THE NEIGHBOURHOOD COMMERCIAL ZONE

#### **PART I - "COMMON AREAS"**

1. The foundations, columns, girders, beams along with all structural and other components necessary or convenient for the existence, maintenance and safety of the Commercial Building at the **Neighbourhood Commercial Zone in the Project Shriram Southbrook.**
2. Ground Floor facilities such as toilets (gents/ladies), fire control room, communication room, electrical meter room, LT/HT room, maintenance/store room, of the **Neighbourhood Commercial Zone**
3. The staircases, lifts, corridors, extended slabs, staircase and lift lobbies, fire escapes, roof, mummy, parapet, entrances and exits of the Commercial Building/**Neighbourhood Commercial Zone,**
4. Installations of central services such as electrical power supply system, water supply system, sewage collection & disposal system, storm water drainage sanitation system, rain water collecting pit, fire-fighting system, communication system, power back-up system (DG) (limited) and in general, all apparatuses connected with installations existing for common use of the **Neighbourhood Commercial Zone**
5. Outer Façade excluding designated signage and hoarding
6. Water supply system through overhead water tanks, underground water reservoir, sumps as applicable.
7. Fire Refuge
8. Driveways, ramps and pedestrian pathways.
9. Boundary of the **Neighbourhood Commercial Zone** including entry/exit along with security cabins/ booths.
10. Green area
11. Designated Visitors' parking areas.
12. All other areas, parts, portion of the **Neighbourhood Commercial Zone** necessary or convenient for its maintenance, safety etc. and in common use.

#### **PART II - "COMMON UTILITIES, & FACILITIES"**

- 1. Common Utilities and Services**
  - 1.1. Electrical Power Supply system
  - 1.2. Water Supply system for Common Toilets
  - 1.3. Sewage/ Garbage Collection and Disposal system
  - 1.4. Storm water drainage and sanitation system for the Common Toilets
  - 1.5. Rain Water Harvesting system
  - 1.6. Fire Fighting system
  - 1.7. Power back-up system through DG (Limited areas)
  
- 2. Common Facilities (Limited to the Neighbourhood Commercial Zone)**
  - 2.1. Entry Plaza
  - 2.2. Electrical Meter Room
  - 2.3. Fire Control Room
  - 2.4. Security Room
  - 2.5. LT Panel Room
  - 2.6. Maintenance cum Store Room
  - 2.7. Communication Hub Room
  - 2.8. Ladies & Gents Toilet

- 2.9. Complex Entrance Gates & Security Booth
- 2.10. Parking Spaces for Visitors
- 2.11. Drive ways & Walk ways
- 2.12. Traffic Signages
- 2.13. Drop-Off Plaza
- 2.14. Guard room/ Gate goomty