

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 “**OWNER**” / “**PROMOTER**” (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

(**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/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 Owner/Promoter and the Allottee shall hereinafter collectively be referred to as the “**Parties**”
and individually as the “**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 LAND and LOT-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 shall have residential plots comprising of 296 nos. of independent self contained plots spread over 15.62 acres of Project Land (“**Residential Project**”). Additionally the Project shall also have a commercial building comprising 52 commercial units spread over 0.55 acres of Project Land (“**Neighbourhood Commercial Zone**”/ “**Commercial Project**”). The Residential Project as well as the Commercial Project shall have their respective identified common areas and facilities. The Common Areas and Facilities (*as defined herein after*) for the Residential Project is as more particularly detailed in **Schedule D** hereunder. The said Project is a part of the integrated Township, i.e., Shriram Grand City.
- P. 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.
- Q. 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/2026/_____.
- R. Vide application no. dated - _____, the Allottee/s has/have applied for a Plot in the Project and has/have obtained the prescribed application form (“**Application Form**”) along with a copy of the TOA to be observed and complied with by the applicant/Allottee/s. In response to the Application Form dated [•] executed 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 **Plot** 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 Plot is delineated in the concerned layout plan annexed hereto which is marked as **Schedule B** and duly bordered thereon in ‘**RED**’.

S. 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:

Amount (INR)	Date	Payment Mode	Instrument No.	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.

T. 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.

U. 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 obtained in respect of Project -----;
- (c) the development plan and layout plans;
- (d) the various Common Areas and Facilities; and
- (e) The timelines for payment of the Total Payable Amount, other charges and deposits, as mentioned in Schedule C hereunder.

V. 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 Plot as appearing hereinafter.

W. 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 Plot as specified in Recital R having an area of ----- sqft together with proportionate share in the Common Area and Facilities

X. The Allottee alongwith all other allottees of plots in the Project shall have only proportionate, undivided share/interest in the Common Areas and Facilities as mentioned in Schedule D, without any individual ownership rights in all Common Areas and Facilities in the said Residential Project.

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:

DEFINITIONS:

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

1. "**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;
2. "**Advance Core Maintenance Charges**" shall have the meaning ascribed to it in Clause 11.1(d);
3. "**Advance Maintenance Charges**" shall have the meaning ascribed to it in Clause 1.2 (c)(i);
4. "**Advance Township Maintenance Charges**" shall have the meaning ascribed to it in Clause 11.2 (f);
5. "**Allot**" / "**Allotment**" shall mean a provisional allotment of the Plot 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;
6. "**Allottee(s)**" shall mean the applicant(s) in whose favour an Allotment of the Plot in the Residential Project forming part of Project **Shriram Southbrook** has been made by the Promoter by issuance of an Allotment Letter;
7. "**Allotment Letter**" shall have the meaning ascribed to it in Recital R;
8. "**Allotment Money**" shall mean the amount to be paid as mentioned in the Allotment Letter for Allotment of the Plot to the Allottee;
9. "**Application Form**" shall have the meaning ascribed to it under Recital R;
10. "**Application Money**" shall mean the pre-booking amount or token amount paid by the Allottee/s along with the Application Form;
11. "**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;
12. "**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/Residential Project** and who is registered under the provisions of the Architect Act, 1972;
13. "**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 pertaining to the Residential Project. The Owners' Association shall be distinct and separate from any association or body of owners formed or proposed to be formed for the Commercial Project;
14. "**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;
15. "**Cancellation Charge**" shall have the meaning ascribed to it in Clause 7.5.1(b) of this Agreement;
16. "**Cancellation Letter**" shall have the meaning ascribed to it in Clause 7.5.1(a);
17. "**Cancellation Notice**" shall have the meaning ascribed to it in Clause 9.3(a);
18. "**Cancellation Period**" shall have the meaning ascribed to it in Clause 7.5.1(a);
19. "**Clause**" means a clause in this Agreement;
20. "**Commercial Project**" shall have the meaning ascribed to it in Recital O;

21. **“Commercial Project Land”** shall have the meaning ascribed to it in Schedule A;
22. **“Common Areas and Facilities”** shall mean the common areas, common utilities, amenities, services and facilities forming part of and appurtenant to the Residential Project, as more particularly described in Schedule D;
23. **“Core Maintenance”** shall have the meaning ascribed to it in Clause 11.1(a);
24. **“Core Maintenance Charges”** shall have the meaning ascribed to it in Clause 11.1.(c);
25. **“Corpus Deposit”** shall have the meaning ascribed to it in Clause 11.1(e);
26. **“Deemed Date of Possession”** shall have the meaning ascribed to it in Clause 7.2(e);
27. **“Deemed Effective Date”** shall have the meaning ascribed to it in Clause 7.5.1(e);
28. **“Demand Note”** shall have the meaning ascribed to it in Clause 2.1;
29. **“Events of Default”** shall have the meaning ascribed to it in Clause 9.2.1;
30. **“Force Majeure Events”** shall have the meaning ascribed to it in Clause 36.14;
31. **“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;
32. **“Holding Charges”** shall have the meaning ascribed to it in Clause 7.3;
33. **“Inspection Notice”** shall have the meaning ascribed to it in Clause 7.2(b);
34. **“Outstanding Amount”** shall mean the amount outstanding/due from the Allottee/s as on a particular date in terms of this Agreement;
35. **“Payment Schedule”** shall mean the payment schedule provided in Schedule C;
36. **“Plot”** shall have the meaning ascribed to it in Schedule A Part III;
37. **“Possession Date”** shall have the meaning ascribed to it in Clause 7.2(d) and shall include Deemed Date of Possession;
38. **“Possession Notice”** shall have the meaning ascribed to it in clause no. 7.2(c);
39. **“Possession Period”** shall have the meaning ascribed to it in Clause 7.1(b);
40. **“Project Shriram Southbrook” / “Project”** shall have the meaning ascribed to it under Recital L;
41. **“Project Shriram Southbrook Land”** shall have the meaning ascribed to it under Recital L;
42. **“Regulations”** means the Regulations made under Real Estate (Regulation and Development) Act, 2016;
43. **“Residential Project”** shall have the meaning ascribed to it in Recital O;
44. **“Residential Project Land”** shall have the meaning ascribed to it in Schedule A
45. **“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;
46. **“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;
47. **“Sale Deed”** shall have the meaning ascribed to it in Clause 10.1;
48. **“Sale Price”** shall have the meaning ascribed to it in Clause 1.2 (a);
49. **“Special Facilities”** shall have the meaning ascribed to it in Clause 16(a);
50. **“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;
51. **“Total Payable Amount”** shall have the meaning ascribed to it in Clause 1.2(d);
52. **“Township”** shall have the meaning ascribed to it under Recital D;
53. **“Township Land”** shall have the meaning ascribed to it under Recital C;
54. **“Township Maintenance”** shall have the meaning ascribed to it in Clause 11.2(d); and
55. **“Township Maintenance Charges”** shall have the meaning ascribed to it in Clause 11.2(e).

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

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.

1. TERMS:

1.1 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 Plot.

1.2 Total Payable Amount :

- (a) The Sale Price is the price of the Plot payable by the Allottee/s to the Promoter being **Rs. _____/-**
Rupees _____) (“Sale Price”);
- (b) The Sale Price is exclusive of any taxes and duties as appropriately detailed in Clause 1.2(f);
- (c) 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:
 - (i) Advance Core Maintenance Charges [Clause 11.1 (d)] as well as Advance Township Maintenance Charges [Clause 11.2 (f)] equivalent to 24 (twenty-four) months’ period, hereinafter collectively referred to as “**Advance Maintenance Charges**”;
 - (ii) The “**Corpus Deposit**” as detailed in Clause 11.1(e) below.
- (d) The total amount payable by the Allottee/s shall be an aggregate of the Sale Price, Advance Maintenance Charges, Corpus Deposit, club house charges, 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, 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 allottees from time to time.
- (e) The Sale Price above includes the Booking Amount paid by the Allottee/s to the Promoter towards the allotment of the Plot.
- (f) 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. Further, 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 in the prescribed form.
 - (v) The Allottee/s further understand/s that during any extended period of delivery of possession of the Plot in terms of this Agreement, if there is any increase in rates, taxes, duties, deposits and other levies 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 amount 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 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 Plot, the Allottee/s agree/s to pay the same on a proportionate basis 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 Plot and /or on the Project **Shriram Southbrook** Land (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.

1.3 The Sale Price is escalation-free, save and except increases which the Allottee 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.

- 1.4 The Allottee/s shall make the payment as per the payment plan set out in **Schedule C (Payment Schedule)**.
- 1.5 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.
- 1.6 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 Plot or the said Project **Shriram Southbrook** 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.
- 1.7 Subject to Clause 9, the Promoter agrees and acknowledges that the Allottee shall have the right to the Plot as mentioned below:
- (a) The Allottee/s shall have exclusive ownership of the Plot;
 - (b) The Allottee/s shall also have irrevocable undivided proportionate share in the Common Areas and Facilities. Since the share/interest of Allottee/s in the Common Areas and Facilities is undivided and cannot be divided or separated, the Allottee/s shall access and use the Common Areas and Facilities along with other allottees/occupants of the Residential Project, without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas and Facilities to the Owners' Association as provided in the Act, after duly obtaining the completion certificate from the competent authority. Further, the right of the Allottee to use the Common Areas and Facilities shall always be subject to the timely payment of Core Maintenance Charges and other charges as applicable;
 - (c) That the computation of the Total Payable Amount of the Plot includes recovery of price of land, construction of the Common Areas and Facilities, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Plot, water line and plumbing, firefighting equipment in the Common Areas and Facilities, maintenance charges as per the Agreement and includes cost for providing all other facilities, amenities and specifications to be provided within the Plot and the Residential Project at **Shriram Southbrook**; The Promoter reserves the right to regulate or restrict access to the site, 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.
- 1.8 It is made clear by the Promoter and the Allottee agrees that the Plot shall be treated as indivisible for all purposes. It is agreed that the Residential Project is an independent, self-contained Project being developed on the Project Land more particularly detailed in Schedule A Part I and is a part of Shriram Grand City (Township). It is clarified that Common Areas and Facilities shall be available only for use and enjoyment of the Allottees of the Residential Project save and except to the extent any of the common areas and facilities are being shared in common with the allottees of the Commercial Project.
- 1.9 The Promoter agrees to pay all outgoings before transferring the physical possession of the Plot to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and

financial institutions, which are related to the Project **Shriram Southbrook**). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Plot to the Allottees, the Promoter agrees to be liable, even after the transfer of the Plot, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.10 The Allottee has paid a sum of **Rs.** _____ /- (Rupees _____) as Booking Amount being part payment towards the Sale Price of the Plot at the time of application and the Allotment, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining amount of the Total Payable Amount for the Plot 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 delays in payment towards any amount which is due and payable, he 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.

2 MODE OF PAYMENT:

2.1 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.

2.2 Timely payment in accordance with the Payment Schedule/Demand Note is of the essence in this Agreement.

2.3 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.

3 COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 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 his, /her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in Clause 3.1 above. The Allottee/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential 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 Plot applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee/s only.

4 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.

5 TIME IS ESSENCE:

Time is of essence for the Promoter as well as for the Allottee. The Promoter shall abide by the time schedule for completing the said Project **Shriram Southbrook** as disclosed at the time of registration of the said Project with the authority under the Act and towards handing over the Plot to the Allottee/s and the Common Areas and Facilities to the Association.

Similarly, the Allottee shall make timely payment of installments and other due to the Promoter as provided in Schedule C (Payment Plan) and comply with the obligation under the Agreement subject to simultaneous construction/completion of the Project by the Promoter as per timelines.

6 CONSTRUCTION OF THE RESIDENTIAL PROJECT:

- (a) The Allottee/s has/have accepted the payment plan, layout plan, and other related documents as approved by Sanctioning Authority and the Common Areas and Facilities as mentioned in Schedule D, Part I and II as represented by the Promoter. The Promoter shall construct the Residential Project in accordance with the development plan, layout plans, approved by the concerned Sanctioning Authority and as per the specifications and particulars of construction. Any alteration or modification to the plan pertaining to the Residential Project shall be made only in accordance with the provisions of Act and the Applicable Laws. The Promoter may, however, owing to circumstances beyond its reasonable control, at its sole discretion, change such specifications to that of equivalent quality.
- (b) Further, notwithstanding what has been stated above, the Promoter may make such minor additions or alterations to the Project 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.
- (c) Subject to the Promoter obtaining all approvals/consents/permissions that may be required under the provisions of Applicable Laws, the Promoter may make additions/alterations to the layout plans, of the plots/s, Common Areas and Facilities and such alteration may result in change in the proportionate interest in the Residential Project Land, Common Areas and Facilities.
- (d) The Allottee/s further agree/s that even after taking possession of the Plot, they shall have no objection to the Promoter continuing with the construction of Common Area and Facilities and or any other constructions as a part of the larger project on any ground whatsoever. The Allottee/s shall not claim any compensation or withhold any payment payable to the Promoter for the same.

7 POSSESSION OF THE PLOT:

7.1 Schedule for possession of the said Plot

- (a) The Promoter agrees and understands that timely delivery of possession of the Plot to the Allottee/s and the Common Areas and Facilities to the Association (as soon as the 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 hand over possession of the Plot, within _____ months from the date of the Allotment Letter with an additional grace period of _____ months or by _____, whichever is earlier, 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 **Shriram Southbrook** 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 Allottees within a mutually agreeable time. The Promoter shall intimate the Allottee/s about the date of 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 or default by the Allottee, 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 Plot in such extended period.
- (e) It is further stated that the Allottee shall be required to take possession of the Plot in the manner provided herein irrespective of whether the Commercial Project is constructed or completed or not.

7.2 Procedure for taking possession

- (a) A certificate shall be issued by the Architect appointed by the Promoter with regard to the completion of development of the Plot.
- (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 Plot (“**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 Plot would be deemed to have been inspected and accepted by the Allottee/s.
- (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 Plot (“**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 Plot in the manner mentioned in Clause 10 hereof and take over the possession of the Plot 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 Plot and take over possession of the Plot 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 Plot (“**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 Plot, will be construed as the Possession Date. It is clarified herein that the actual physical possession of the Plot will be handed over to the Allottee/s only after the registration of the Sale Deed of the Plot in favour of the Allottee/s in the manner mentioned in Clause 10 hereof.

- (f) On and from the Possession Date or the Deemed Date of Possession, as may be applicable:
- (i) The Plot shall be at the sole risk and 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 Plot;
 - (iii) All taxes, deposits and other levies/charges, utility payments imposed, demanded or required to be paid to the authorities concerned relating to the Plot and the undivided interest in the Common Areas and Facilities shall be borne and paid by the Allottee/s;
 - (iv) All other expenses necessary and incidental to the management and maintenance of the Common Areas and Facilities as determined by the Promoter/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 Plot within the time frame mentioned in Clause 7.1(b), due to Force Majeure Event or due to default of the Allottee, the Promoter shall intimate the Allottee/s of the occurrence of the same and shall complete the Plot 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 for issuance of the Possession Notice in respect of the Plot to the Allottee/s. The Promoter shall, nonetheless, subject to the terms of the Agreement, complete and handover the Common Areas and Facilities to the Owner’s Association within a reasonable period of time. The Allottee/s understand/s and agree/s that the Promoter may develop a part of the Project **Shriram Southbrook** without affecting the handover of Plot to the Allottee/s.
- (i) The Allottee/s understand/s and agree/s that the Promoter may develop a part of Project **Shriram Southbrook**, without affecting the handover of Plot to the Allottee/s.
- (j) The Allottee/s understand/s and agree/s that the Promoter shall handover the possession of the various plots comprised in Project **Shriram Southbrook** or part thereof in parts/lots. The sequence of handover of possession of a particular part/lot of plots/s in the Project **Shriram Southbrook** will be at the sole discretion of the Promoter.

7.3 Failure of Allottee to take Possession of Plot

If the Allottee/s fail/s to participate towards registration of the Sale Deed of the Plot and take over the possession of the Plot 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 Plot area per month (“**Holding Charges**”), exclusive of taxes and duties, as may be applicable.

7.4 Possession by the Allottee

After obtaining the completion certificate for Project **Shriram Southbrook/Residential Project** in parts/lots issued by the Sanctioning Authority and handing over physical possession of the Plot to the Allottee/s after the registration of the Sale Deed of this Plot,

it shall be the responsibility of the Promoter to hand over the necessary copies of documents and plans, including Common Areas and Facilities to the Association.

7.5 Cancellation and Assignment

7.5.1 Cancellation by Allottee/s

- (a) Allottee/s can cancel/withdraw his Allotment, without any fault of the Promoter, at any time before execution and registration of the Sale Deed of the Plot (“**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 Plot 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 Plot. 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.
- (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 refund made by the Promoter to the Allottee/s. All such payments/refund shall be treated as discharge 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 Plot 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 Plot 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 Plot by the Promoter.
- (f) The Allottee 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 in the event of failure of the Allottee to sign the Cancellation Agreement within 15 (fifteen) days from the date of notice by the Promoter to the Allottee 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 shall be fully effective and valid as if signed by the Allottee 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.

7.5.2 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 Plot to any individual and/or entity/ies on charging an Assignment Fee of **Rs. _____ (Rupees _____)** per square feet of the Plot area.
- (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 Plot 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 Plot 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/assignee; and
 - (iii) Such assignee shall, pursuant to the assignment by the Allottee/s in terms hereof, be deemed to be the "Allottee" in relation to the Plot 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 9.2 relating to Events of Default and consequences in this Agreement shall apply in accordance with the terms contained therein.

7.5.3 Demise

- (a) In the event of demise of the Allottee/s or of either of the Allottees (in case of joint Allottees) prior to execution of the Sale Deed, the right to have the allotted Plot shall devolve upon the nominee(s), if any, nominated by the deceased Allottee, 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 Plot 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”, as the case may be, in relation to the allotted Plot 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 9.2 shall apply.

7.6 Compensation

- a) The Promoter shall compensate the Allottee/s in case of any loss caused to the Allottee/s due to defective title of the Residential Project Land in the manner provided in the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.
- b) Save and except the occurrence of a Force Majeure Event, in the event the Promoter fails to complete or is unable to give possession of the Plot due to discontinuance of its business as a Promoter on account of suspension or revocation of the registration under the Act or for any other reason, the Promoter shall be liable, on demand, to the Allottee/s, in case the Allottee/s wishes to withdraw from the Residential Project, without prejudice to any other remedy available, to return the total amount received by it in respect of the said Plot, with applicable interest rate in the manner as provided under Applicable Laws within 45 (forty-five) days from the date of acceptance of the notice by the Promoter which was sent by Allottee/s requesting cancellation of the said booking.
- c) Provided that, if the Allottee/s do(es) not intend to withdraw from the Residential Project, the Promoter shall be liable to pay the Allottee/s interest at the applicable rate for each month of delay until possession of the Plot is handed over.

8 REPRESENTATIONS AND WARRANTIES, RIGHTS AND OBLIGATIONS OF THE PROMOTER / ALLOTTEE:

8.1 Representations and Warranties of the Promoter:

The Promoter makes the following representations and warranties:

- (a) The Owner/ Promoter has clear and marketable title with respect to Residential Project Land and has the requisite rights to carry out development and also has actual, physical and legal possession of the Residential Project Land for the implementation of the Residential 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 Residential Project are valid and subsisting and have been obtained by following due process of law and such approvals shall enable the implementation of Residential Project. Further, the Promoter shall, at all times, remain in compliance with all Applicable Laws in relation to the Residential Project.
- (d) No litigation is pending before any court of law or authority with respect to the said Residential Project Land or the Plot.
- (e) 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.
- (f) 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 Residential Project Land, including the said Plot which will in any manner affect the rights of the Allottee under this Agreement.
- (g) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Plot to the Allottee/s in the manner contemplated in this Agreement.
- (h) After and/ or upon execution of the conveyance deed, the Promoter shall hand over lawful, vacant, peaceful physical possession of the Plot to the Allottee and the Common Areas and Facilities to the Association as may be required and in

accordance with this Agreement.

- (i) The Residential Project Land 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 Residential Project Land.
- (j) 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 Residential Project Land to the competent authorities.
- (k) That the Residential Project Land is not waqf property.
- (l) 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 the Residential Project Land and/or Residential Project at the time of execution of this Agreement.

8.2 Rights and Obligation of the Allottee/s:

8.2.1 Rights of the Allottee/s.

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

- (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, the Allottee/s shall have the right to claim possession of the Plot and the Allottee shall have the exclusive ownership of the Plot;
- (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 for ingress and egress;
- (d) the rights of passage of water, gas, electricity, sewerage to the Plot 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 Residential Project Land or any part thereof;
- (e) the right to lay cables or wires for radio, television, telephone and such other installations, at dedicated part of Residential Project Land, but upon recognizing reciprocal rights of the owners/lawful occupants of other plots in the Residential Project;
- (f) the rights of entry and passage for the Allottee/s with/without workmen to other parts of the Residential Project at all reasonable times after notice for the purpose of maintenance of the Plot or for cleaning, maintaining the sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the owners/ of other plots in Project **Shriram Southbrook** and making good any damage caused as a result thereof;
- (g) the proportionate undivided right to use the Common Areas and Facilities, if any provided by the Promoter at its discretion, in common with the allottees/ of other plots in the Project **Shriram Southbrook** 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 plots in the Project **Shriram Southbrook**. The Allottee/s shall not place objects/things/articles which may hinder free use of the Common Areas and Facilities as stated above. The Allottee/s shall be entitled to erect a compound or fencing around his Plot.
- (h) the unfettered right to deal with, transfer, alienate or dispose of the Plot 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.

8.2.2 Obligations of the Allottee/s

The Allottee/s shall have the following obligations in respect of the Plot (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 execution 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 Owner's Association;
- (e) to take over physical possession of the Plot 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 participate towards registration of this Agreement in respect of the Plot, 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;
- (g) to participate towards registration of the Sale Deed in respect of the Plot within the stipulated timeframe and in the manner mentioned in this Agreement;
- (h) not default in payment of any taxes, charges, expenses, insurance or levies to be proportionally shared by the other owners/lawful occupants;
- (i) not enter into any parallel arrangements for maintenance of Project **Shriram Southbrook**;
- (j) not object to the use of Common Areas and Facilities by the owners of other plots in Project **Shriram Southbrook** and for use by the occupants of other phases in the event of development of other phases of the Project;
- (k) not at any time cause any annoyance, inconvenience or disturbance or injury to the other owners/lawful occupants in Project **Shriram Southbrook**;
- (l) not keep any cattle/live stock in the Plot or in Project **Shriram Southbrook** .
- (m) maintain at his own cost, the Plot 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 Association from the date of registration of the Sale Deed;
- (n) where the Allottee 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. Any default by the Allottee under the financing/loan/tripartite agreement shall constitute a default under this Agreement;
- (o) 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;
- (p) 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 Association. To ensure participation of self along with other Allottees so that the maintenance shall be started by the Association immediately and as per the terms of this Agreement, the Allottee 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.;
- (q) not make any additions/alterations with respect to or concerning the electrical and water supply networks provided by the Promoter in concealed or exposed manner within or upto the boundary of the Plot;
 - (r) not divide, sub-divide the area of the Plot. Further Allottee/s shall not use the Plot for commercial purposes or use the same for any immoral activities or manufacturing or processing works or storage purpose or any other purposes save and except exclusively for residential purpose. Further the Allottee/s shall at all times co-operate with the owners of the other plot in the Project **Shriram Southbrook**;
 - (s) not do or permit to be done any act or thing which may render void or voidable any insurance of Project **Shriram Southbrook** Land in which the Plot is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
 - (t) 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;
 - (u) The Allottee/s shall not place objects/things/articles which may hinder free use of the Common Areas and Facilities as stated above.
 - (v) The Allottee/s shall not store any hazardous or combustible or inflammable goods/substances in the Plot or place any such material in the Common Areas and Facilities. The Allottee/s shall not use any open fire and/or activities causing pungent or obnoxious smell or smoke. The Allottee/s shall not create any disturbance in the neighbourhood by using high volume music or sound;
 - (w) To abide by abide by all statutory compliances for his Plot; and
 - (x) 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 Plot, and all other pass-through charges including, 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.

9 EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Events of Default by the Promotor 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 deliver possession of the Plot within the Possession Period, including extension thereof, save and except on account of default by the Allottee, the Promoter shall be liable to pay delayed charges as provided for under WBRERA, 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 Plot within the Possession Period including extension thereof, save and except on account of default of the Allottee, the Promoter shall be liable to return the amount received by it in respect of the Plot 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**.

9.2 Events of Default by the Allottee and Consequences of Default

9.2.1 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 Allottees 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 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, 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 Plot 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 Plot 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.

9.3 Consequences of the Defaults by the Allottee:

- (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 Events 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 7.5.1(b) to 7.5.1(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.

10 CONVEYANCE OF THE SAID PLOT:

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 Plot as more fully described in Schedule ‘A’ Part-III, along with physical possession to the Allottee 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.

10.1 Registration:

- (a) 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.
- (b) 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.
- (c) In case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

10.2 Handover of Common Areas and Facilities to the Owners’ Association

- (a) Upon the completion of the Residential Project and upon obtaining completion certificate, as per Applicable Law, the Promoter shall hand over the Common Areas and Facilities along with all the documents, plans, papers to the Owners’ Association.
- (b) 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 Plot owners 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) or to raise any issue relating to the Plot and or building or Project and/or take over maintenance thereof.

11 MAINTENANCE OF THE SAID PLOT / RESIDENTIAL PROJECT:

11.1 Management and Maintenance of the Residential Project - “Core Maintenance”:

- (a) The Promoter shall be responsible for the management, upkeep and maintenance of the Common Areas and Facilities as well as the Residential Project as the case may be, 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.
- (b) For the purpose of smooth and hassle-free management, upkeep and maintenance of Project **Shriram Southbrook**, the Allottee/s is/are liable to abide by the ‘bye laws’ as shall be formulated by the Promoter for Project **Shriram Southbrook**.
- (c) 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 area of the Plot from the Possession Date for the purpose of Core Maintenance (“**Core Maintenance Charges**”) irrespective of completion of any of the Common Areas and Facilities. 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.
- (d) 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 Plot as “**Advance Core Maintenance Charges**”.
- (e) 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 Plot as “**Corpus Deposit**” of **Rs.** _____/- (**Rupees** _____). This amount shall be transferred to the Owners’ Association, subject to the terms stated herein. The Corpus Fund is non-interest bearing.
- (f) 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 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 Plots, 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 7th (seventh) day of each month or quarter in advance at the discretion of the Promoter.
- (g) 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.
- (h) Any tax liability on account of the Core Maintenance Charges shall be borne by the Allottee/s.
- (i) 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.
- (j) 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 **Shriram 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.
- (k) 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.

11.2 Management and Maintenance of the Township – “Township Maintenance”:

- (a) The proposed Township comprises of areas intended to be used for other development purposes and as may be indicated in this Agreement, are in no way, 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**.
- (b) 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 Owner 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 Owner 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.
- (c) 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 Owner 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.
- (d) The Owner 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 Owner 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.
- (e) It is clearly stated by the Promoter to the Allottee that the Project **Shriram Southbrook** is a part/subset of the integrated Township i.e. Shriram Grand City and the Allottee 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 Allottees. Therefore, the Allottee/s shall pay Township Maintenance Charges at the rate of **Rs. _____/- (Rupees _____)** per month per square feet of the Plot area 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.

- (f) 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 Plot as “**Advance Township Maintenance Charges**”.
- (g) 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 7th (seventh) of each month in advance without any abatement.
- (h) 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.
- (i) Any tax liability, present or future, on account of Township Maintenance Charges shall be borne by the Allottee/s.
- (j) As may be finally decided and accordingly directed by the Owner, the Allottee shall accordingly pay the Township Maintenance Charges to the Owner/Promoter or to the Association or to any maintenance company/entity.

12 DEFECT LIABILITY

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

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

The Allottee/s hereby agree(s) to purchase the Plot with the specific understanding that his/her/their right to the use of Common Areas and Facilities 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 some Common Areas and Facilities which

are meant for common use and enjoyment of the allottees of the Commercial Project and the Residential Project although they may be located in the Residential Project Land. The Allottee agrees not to object to the sharing of such Common Area and Facilities with the allottees of the Commercial Project. The Allottee unconditionally and unequivocally acknowledges and agrees that the allottees of the Commercial Project shall be entitled to enjoy such Common Area and Facilities which are common to the Residential Project as well as the Commercial Project. Similarly, if any common area and facility forming a part of the Commercial Project is made available for common enjoyment of the Allottees of the Residential Project, 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 Commercial Project Land 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.

14 RIGHT TO ENTER THE PLOT:

The Promoter/Maintenance Company/notified agency shall have rights of unrestricted access of all Common Areas and Facilities for providing necessary maintenance services. Entry into individual plots shall not be required, save and except for rectifying defects in common service lines (such as water, sewerage, electricity) that may pass through or under the plot.

15 USAGE:

Service Areas:

15.1 The service areas, if any, as located within the said Residential Project, shall be earmarked for electric sub-station, transformer, 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. Common Township Roads .

15.2 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.

16 SPECIAL FACILITIES

- (a) The Promoter proposes to set up a club with facilities including swimming pool, gymnasium and banquet space with kitchen as a part of the Residential Project. The said club shall be constructed during the construction of the Project (“**Special Facilities**”) which will be completed before the handover of the said Residential Project. The said Special Facilities shall be accessible to all the Allottee/s/ of the various plots in Project Shriram Southbrook. The facilities proposed within the said club may vary at the discretion of the Promoter.
- (b) The Promoter further confirms that the Special Facilities shall be utilized by the Allottee/s of all the plots in the said Project.
- (c) The Special Facilities will be managed, operated and maintained by the Promoter or an agency appointed by the Promoter for the said purpose. The operational costs/charges of the Special Facilities will be determined by the Promoter at its sole discretion and the cost shall be borne and paid by the allottees/lawful occupants of various plots in the Project within such period as informed by the Promoter.
- (d) The detailed terms and conditions of membership and rules and regulations governing use of the Special Facilities will be formulated and circulated to all the allottees/lawful

occupants of various plots in the Project before the same are operational. Any person accessing the Special Facilities will be required to abide by these rules and regulations.

- (e) Any person accessing the Special Facilities will have to pay charges as per usage basis for specific facilities. The rate of charges will be determined by the Promoter before the same is made operational and intimated to all allottees/lawful occupants of various plots in the Project.
- (f) All Allottee/s will get access to the Special Facilities as and when the same is ready for operation which shall create a right of use subject to payment of charges and observance of applicable rules, regulations and bye-laws. No right or lien of any nature whatsoever will be created or deemed to be created in favour of the Allottee/s in respect of the assets of the Special Facilities.
- (g) The right to use of Special Facilities shall be transferable along with the transfer of the Plot from one person to another.
- (h) The charge for operation and maintenance of the Special Facilities will be handed-over to the Association simultaneously with the handover of maintenance of the Common Areas and Facilities to the Association or at a later date as decided by the Promoter.

17 COMPLIANCE WITH RESPECT TO THE PLOT:

- 17.1 The Allottee/s shall, after taking possession, be solely responsible to maintain the Plot at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Plot or shall not enter or allow to enter any place other than the Common Areas and Facilities, which may be in violation of any laws or rules of any authority or change or alter or make additions to the Plot and keep the Plot and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Plot is not in any way damaged or jeopardized.
- 17.2 The Allottee/s shall be responsible and liable to comply with all statutory compliance according to all Applicable Law for his/her Plot and further undertakes, assures and guarantees that he/she would not put any sign-board / nameplate, neon light, publicity material or advertisement material etc., on the face, facade of the Plot or anywhere on the exterior of the Project **Shriram Southbrook**, or Common Areas and Facilities.
- 17.3 The Allottee/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association and/or maintenance agency appointed by Association. 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's Association, as the case may be to be incurring the extra load.

18 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

- 18.1 The Parties are entering into this Agreement for the Allotment of Plot with the full knowledge of all laws, rules, Regulations, notifications applicable to the said Project **Shriram Southbrook**.
- 18.2 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 **Shriram Southbrook**.

19 ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it shall make additions / put up additional structures anywhere in the Project **Shriram Southbrook** only in the manner provided in Clause 6 above.

20 OWNER'S/ 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 Plot 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 Plot, 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 Plot 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 Plot 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 ASSOCIATION OF OWNERS:

- 21.1 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 Plot Ownership Act, 1972 (as amended from time to time) and rules, regulations and bye-laws framed thereunder or such other law as may be applicable and in the manner as contemplated in Clause 10.3 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 in the manner contemplated in Clause 8.2.2(p) and other applicable provisions of the Agreement. The Allottee/s shall observe and comply with all the bye-laws and rules & regulations of the said Owners' Association.
- 21.2 The Promoter shall pay all outgoing until it transfers the physical possession of the Common Areas and Facilities to the Association which it has collected from the various allottee/s of the Residential Project for the payment of such outgoing.
- 21.3 It is expressly clarified that the said Owners' Association, upon its formation and handover of the Common Areas and Facilities by the Promoter after the completion of Residential Project, shall be responsible for the management, maintenance, upkeep, security, administration and control of the Common Areas and Facilities and for collecting Core Maintenance Charges for up-keep and maintenance of all Common Areas and Facilities. 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 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 Plot.

24 RIGHT TO AMEND:

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

25 PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Plot and the Project **Shriram Southbrook** shall equally be applicable to and enforceable against and by any subsequent Allottee/s of the Plot, in case of a transfer, as the said obligations go along with the Plot 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 or breach of any other covenants of this Agreement. 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) in Project **Shriram Southbrook**, the same shall be the proportionate to area of the Plot of the said Allottee/s relative to the total area of all the Plots in the Project **Shriram Southbrook**. All the payments are to be made on the basis of proportionate share of Plot area.

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 and by the Allottee/s at the place as informed by the Promoter. Thereafter the Agreement shall be registered at the office of the concerned registry office. Hence this Agreement execution shall be deemed to have been completed on the date of execution 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/ 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 ALLOTTEES:

That 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 address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

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:

- 34.1 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.
- 34.2 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:

- 36.1 The Allottee/s may obtain finance from any financial institution/bank or any other source but the Allottee/s's obligation to purchase the Plot 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 Plot. The Promoter shall have the first lien and charge on the Plot 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.
- 36.2 The Promoter has prior to this day, made available the photo copies of the deeds and documents of title, layout plan and approvals, 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 Project **Shriram Southbrook**.
- 36.3 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 at designated location of the Project. The Allottee/s shall not trespass or enter without any authorization into any other plot not allotted to the Allottee/s in the Project.
- 36.4 The rights of the Allottee/s are restricted to the Residential Project Land, 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 over the Plot 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 Residential Project, the same shall be governed by the rules and 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.
- 36.5 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 Plot.
- 36.6 All construction related works that the Allottee/s may take up on his own can be taken up only after handing over of possession of the Plot to the Allottee/s by the Promoter or as agreed between the parties. The Allottee/s shall be fully liable and responsible to clear at their cost the debris generated. The Promoter shall not be liable for any thefts during the course of any construction by the Allottee over the Residential Project Land. Allottee/s shall be responsible for any damage to the Common Areas and Facilities or the property of any third party during the execution of the above work.
- 36.7 All rights and remedies of the Owner / Promoter under this Agreement shall be in addition to all other legal rights and remedies belonging to Owner / 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.
- 36.8 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.
- 36.9 After the Promoter executes this Agreement, he shall not mortgage or create a charge on such Plot, 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 Plot. 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 Plot, confirming that the same being free from the said charge or mortgage.
- 36.10 The Allottee/s shall not alter or subscribe to the alteration of the name of the Project **Shriram Southbrook** 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.
- 36.11 The original title deeds and other title related documents pertaining to Project **Shriram Southbrook** 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.
- 36.12 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.
- 36.13 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.
- 36.14 “**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:
- (a) 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;
 - (b) 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;
 - (c) Flood, cyclone, lightning, earthquake, drought, storm and/or any other calamity caused by nature
 - (d) Epidemic, pandemic, famine;
 - (e) Fire, explosion or accident leading to breakage of facilities, plant or equipment or chemical contamination thereof;
 - (f) Any unforeseen circumstances or conditions or event beyond the reasonable control of the Promoter;
 - (g) Any other circumstances as may be notified by the competent authority;
 - (h) Any other calamity caused by nature affecting the regular development of the Project **Shriram Southbrook**;
- 36.15 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.
- 36.16 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.
- 36.17 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.
- 36.18 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.
- 36.19 This Agreement and all questions of its interpretation shall be construed in accordance with the laws of India.
- 36.20 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.
- 36.21 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' Association, as the case may be to be incurring the extra load.
- 36.22 The Parties are entering into this Agreement against the Allotment of the Plot with the full knowledge of all Applicable Laws, rules, regulations, notifications applicable to the Project.
- 36.23 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.
- 36.24 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.
- 36.25 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.
- 36.26 This Agreement is a standard template of the agreement for sale for Project **Shriram Southbrook**. The Allottee is 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 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 acknowledges 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: (including joint allottees)

Signature _____

Name:

Address:

Please affix
photographs
and sign across
the
photograph

Signature _____

Name:

Address:

Please affix
photographs
and sign across
the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter :

Signature _____

Name:

Please affix
photographs
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 SHRIRAM SOUTHBROOK 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:

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

Boundary of Shriram Southbrook					
Mouza	Dag No.	North	South	East	Wwest
Barabahera	3444(P)	3444(P)	4476 Konnagar	3444(P)	3444(P), Others Land
Konnagar	4476(P)	3444 Barabehera	4476(P)	4476(P)	Others Land

of which 15.62 acres shall comprise the Residential Project ("**Residential Project Land**") and balance area of 0.55 acres shall comprise the Neighbourhood Commercial Zone/Commercial Project ("**Commercial Project Land**").

PART- II: " RESIDENTIAL PROJECT "

The _____ portion of the Project "Shriram Southbrook" comprising 296 residential plots, together with such Common Areas and Common Utilities, Facilities & Amenities as are more particularly described in Schedule D hereunder written. The said **RESIDENTIAL AREA** admeasures 15.62 Acres i.e. 63,211.89 Sq.M. comprised in LR Dag No. 3444(P), Mouza Barabahera, L.R. Khatian No. 4129 LR Dag No. 4476(P), Mouza Konnagar, L.R. Khatian No. 11976 Police Station: Uttarpara, District: Hooghly, PIN: 712246 within the ambit of the Kanaipur Gram Panchayat, West Bengal.

Land Details of Residential Project				
Sl. No.	Mouza	J.L. No	Dag No.	Area (Acres)
1	BARABAHERA	5	3444 (P)	7.29
2	KONNAGAR	7	4476(P)	8.33
Grand Total				15.62

Boundary of Residential Project					
Mouza	Dag No.	North	South	East	West
Barabahera	3444(P)	3444(P)	4476 Konnagar	3444(P)	3444(P), Others Land
Konnagar	4476(P)	3444 Barabehera	4476(P)	4476(P)	Others Land

PART- III: "PLOT"

ALL THAT a self-contained Residential Plot No. _____ having an area of [•] sq.ft **TOGETHER WITH** the undivided, variable, proportionate right to use the Common Areas and Facilities (described under Part I and Part II of Schedule D) in common with the allottees/lawful occupants of other plots of the Residential Project, but shall expressly exclude the land and/or areas attributable to the Neighbourhood Commercial Zone at **Shriram Southbrook** (which shall be handed over to the Association formed for the Residential Project in case of Common Areas and Facilities). The Plot is delineated in the concerned layout plan annexed hereto which is marked as **Schedule B** and duly bordered thereon in '**RED**'. It is clarified that the Allottee shall not have any right title or interest over the Commercial Project Land.

Boundary of the Plot no. -----

North
South
East
West

SCHEDULE 'B'

LAY OUT PLAN OF THE PLOT

SCHEDULE 'C'		
Payment Schedule		
Plot No.		
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 the Registration of Agreement -Within 30 days of booking date	10.10%
3.	Within 90 days of Booking	80 %
4.	On Completion of Internal Roads	
5.	On Completion of Basic Infrastructure and Plot	
6.	Infrastructure	
7.	On issuance of possession notice	
Total		100%
Sl. No.	Other Charges I	
1.	Club House charges amounting to Rs.----- /- (as and when Demanded by Owner/Promoter)	
2.	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.-_____/-	
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.	Utilities Deposit to be made to concerned Government Agencies/Service Provideras and when applicable	
8.	Electricity and water charges will be payable by the Allottee/s	
9.	GST, other taxes, duties & levies will be charged as per Applicable Laws	

SCHEDULE 'D'

Common Areas and Facilities

PART I - "COMMON AREAS OF RESIDENTIAL PROJECT"

1. Installations of central services such as electrical power supply system, water supply system, sewage collection & disposal system, storm water drainage sanitation system, rain water harvesting system, fire-fighting system, communication system, and in general, all apparatuses connected with installations existing for common use.
2. Water supply system through central overhead water tank, underground water reservoir, sumps as applicable.
3. Internal Road and pedestrian pathways.
4. Boundary of the Residential Project Land including entry/exitalong with security cabins/ booths.
5. Landscaped garden.
6. Designated Visitors' parking areas.
7. All other areas, parts, portion of the Residential Project necessary or convenient for its maintenance, safety etc. and in common use.

PART II - "COMMON UTILITIES, FACILITIES & AMENITIES OF RESIDENTIAL PROJECT"

- 1. Common Utilities & Services**
 - 1.1. Electrical Power Supply system
 - 1.2. Water Supply system
 - 1.3. Sewage Collection & Disposal system
 - 1.4. Storm water drainage & sanitation system
 - 1.5. Rain Water Harvesting system
 - 1.6. Fire Fighting system
 - 1.7. Solar Lighting system (Select locations)
 - 1.8. Communication system
- 2. Common Facilities**
 - 2.1. Entry Plaza
 - 2.2. Fire Control Room
 - 2.3. Security Room
 - 2.4. Complex Entrance Gates & Security Booth
 - 2.5. Internal roads
 - 2.6. Traffic Signages
- 3. Common Amenties**

Club with Swimming Pool

