

AGREEMENT FOR SALE

This Agreement for Sale (**Agreement**) executed on this --- day of -----, 20---

BY AND BETWEEN**GGL HOTEL AND RESORT COMPANY LIMITED (GGL)**

(CIN:U55101WB1988PLC044475) (PAN:AABCG6133G) a company incorporated under the provisions of the Companies Act, 2013, having its registered office at "Vishwakarma", 86C, Topsia Road (south), Post Office- Govind Khatick Road, Police Station- Topsia Road, Kolkata-700046 and its corporate office at "Vishwakarma", 86C, Topsia Road (south), Post Office- Govind Khatick Road, Police Station- Topsia Road, Kolkata-700046, represented by its authorized signatory, Mr..... (Aadhar No.....)(PAN:.....), s/o....., residing at, Post Office-, Police Station-....., authorized vide Board resolution dated....., hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in- interest, and permitted assigns).

AND**CLASSICAL HOSPITALITY VENTURE COMPANY LIMITED**

(CIN:U55101WB2007PLC120900) (PAN:AADCC2418C) a company incorporated under the provisions of the Companies Act, 2013, having its registered office at Ecospace Business Park, Block - 4B, 6th Floor, Premises No. - IIF/11, Action Area II, New Town, Kolkata - 700156 and its corporate office at represented by its Authorized Signatory, Mr..... (Aadhar No.....)(PAN:.....), s/o....., residing at, Post Office-, Police Station, authorized vide Board resolution dated....., hereinafter referred to as the "**Owner**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns).

AND

[If the Allottee is a Company]

_____ (CIN no.:.....) (PAN:.....), a company incorporated under the provisions of the Companies Act, 2013, having its registered office at, Post Office-.....,Police Station....., represented by its Authorized Signatory Mr..... (Aadhar No.....)(PAN)s/o....., residing at Post Office-....., Police Station-....., duly authorized vide board resolution dated_, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assigns).

[OR]

[If the Allottee is a Partnership]

.....(LLPIN:.....) (PAN:.....), a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at Post Office-.....,Police Station-....., represented by its _____ authorized partner.....(Aadhar No.....) (PAN:.....), s/o....., residing at Post Office-....., Police Station-.....,hereinafter referred to as the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors, administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is an Individual]

Mr. / Ms..... (**Aadhaar no.....**) son /

daughter of, aged about.....residing at Post Office-
,Police Station-, (PAN:.....)
 hereinafter called the “**ALLOTTEE**” (which expression shall unless repugnant
 to the context or meaning thereof be deemed to mean and include his / her heirs,
 executors, administrators, successors-in- interest and permitted assigns).

[OR]

[If the Allottee is a HUF]

Mr....., (**Aadhaar no.....**) son of
 _____, aged about for self and as the Karta of the
 Hindu Joint Mitakshara Family known asHUF, having its place of business /
 residence at..... Post Office-.....,Police
 Station..... (PAN:_____), hereinafter referred to as the
 “**ALLOTTEE**” (which expression shall unless repugnant to the context or
 meaning thereof be deemed to mean the members or member for the time being
 of the said HUF, and their respective heirs, executors, administrators and
 permitted assigns).

The Owner, the Promoter and the Allottee shall hereinafter collectively be
 referred to as the “**Parties**” and individually as a “**Party**”.

DEFINITIONS:

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

(a) “Act” means the West Bengal Housing Industry Regulation Act, 2017 (West
 Bengal Act XLI of 2017) ;

(b) “Rules” means the West Bengal Housing Industry Regulation Rules, 2018
 made under the West Bengal Housing Industry Regulation Act, 2017;

(c) “Regulations” means the Regulations made under the West Bengal
 Housing Industry Regulation Act,2017 ;

(d) “Section” means a section of the Act.

WHEREAS:

A. The Owner is the absolute and lawful owner of land totally admeasuring 17.12 Acres situated at Mouza: Chakloknath, Parganas: Panchakuli, Gram Panchayat: Nurpur, Sub-Registry: Diamond Harbour, within Police Station: Ramnagar, Post Office: Maheswara, District -South 24 Paraganas, West Bengal – 743 368 (“**Said Land**”) vide sale deeds registered on various dates bearing various document nos. at the Office of the Additional District Registrar, Diamond Harbour, comprising of L.R. Plot Nos. and Khatian Nos. which are given as follows:

Deed No. : 2500/2013, 2501/2013, 2755/2013, 1956/2013, 1957/2013, 2752/2013, 3849/2013, 3850/2013, 2753/20113, 2806/2013, 1787/2014, 1195/2013, 2499/2013, 1976/2013, 2499/2013, 3205/2012, 3217/2012, 3206/2013, 2457/2013, 3217/2013, 3207/2012, 3208/2012, 3209/2012, 1116/2011, 1135/2011, 3848/2012, 1958/2013, 1146/2011, 1141/2011, 1145/2011, 1136/2011, 1216/2011, 4925/2012, 1820/2014, 1196/2013, 1133/2011, 2210/2013, 3204/2012, 1955/2013, 1196/2013, 6239/2012, 3796/2011, 1134/2011, 1132/2011, 1117/2011, 3047/2012, 0390/2012, 3795/2011, 2754/2013, 3318/2014, 1808/2014, 3130/2014, 1195/2013, 1197/2013, 2269/2014, 3130/2014, 2745/2013, 2754/2013 & 1820/2014.

L.R. Khatian No. : 615.

L.R. Dag No. : 54, 55, 56, 57, 58, 60, 61, 62, 64, 190, 191, 192, 193, 194, 195, 196, 197, 198, 198, 199, 202, 203, 245, 246, 247, 248, 250, 251, 252, 255, 256, 259, 261, 263, 265, 270, 271, 272, 284, 285, 311, 313, 314, 315, 316, 317, 323, 324 , 031, 325, 247/437, 203/444, 200, 204, 253, 254, 257, 258, 260, 262, 286, 287, 318.

Land Area in Decimal: 0.32, 0.32, 0.23, 0.10, 0.08, 0.33, 0.32, 0.10, 0.17, 0.24, 0.30, 0.03, 0.04, 0.47, 0.06, 0.25, 0.21, 0.05, 0.02, 0.06, 0.19, 0.19, 0.19, 0.34, 0.24, 0.38, 0.58, 0.27, 0.53, 0.11, 0.16, 0.16, 0.08, 0.32, 0.33, 0.33, 0.05, 0.15, 0.16, 0.09, 0.34, 0.11, 0.08, 0.15, 0.26, 0.17. 0.26, 0.17, 0.29, 0.05, 0.35, 0.54, 0.07, 0.10, 0.13, 0.20, 0.20, 0.28, 0.08, 0.08, 0.10, 0.10, 0.15, 0.10, 0.17, 0.09, 0.09, 0.03, 0.29, 0.20, 0.08, 0.09, 0.23, 0.23, 0.30, 0.26, 0.33, 0.34 & 0.07.

The Owner and the Promoter have entered into a Development Agreement dated 31st July, 2014 (“Development Agreement”) for developing and constructing a residential project

B. The Said Land is earmarked for the purpose of building a residential project, comprising Plots with Buildings. The Plots with Buildings are hereinafter referred to as “the Country Homes” and the said Project shall be known as “SURABHI – EXTENSION” (“Project”).

C. The Owner and the Promoter are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owner and the Promoter regarding the said Land on which Project is to be constructed have been completed;

D. The Nurpur Gram Panchayat has granted the sanction to develop the project vide approval dated 19-06-2014. However, the sanction plan was revised and the revised sanction plan was approved vide approval dated 13-11-2020;

E. The Owner through the Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the Country Home, from Nurpur Gram Panchayat. The Owner and the Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable;

F. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at South 24 Parganas on 15th November, 2018 under Registration No. HIRA/P/SOU/2018/000150;

G. The Allottees have applied for a Country Home in the Project vide application No. _____, dated _____ and has been allotted Country Home No. _____, having plot area of _____ square feet and built-up area of _____ square feet and carpet area of _____ square feet, Type _____, as shown in Red Border in Plan “A” annexed hereto and of pro-rata share in the common areas (“Common Areas”) as defined under clause (m) of Section 2 of the Act (hereinafter referred to as “the Country Home” more particularly described in Schedule A and the Floor Plan of the Country Home is annexed hereto and marked as Schedule B);

H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

I. Additional disclosures/details

The Development Agreement provide that:-

a. The Owner has granted to the Promoter all powers and authorities necessary for execution of the Project including its power to lease/sublet/transfer/sell the Country Homes at the premium / consideration which the Promoter thinks appropriate and to appropriate all such proceeds, subject to payment of consideration as stated in the Development Agreement.

b. The Owner shall execute all deeds and documents in respect of the lease/sublet/transfer/sale of the Country Homes and also admit execution thereof before the concerned authority. Further, the Owner shall also sign and execute such forms and other documents as may be required for the Project.

J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

K. 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;

L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owner and the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Country Home as specified in para G.

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

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the

Promoter and the Owner agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Country Home as specified in Clause G;

1.2 The Price for the Country Home based on the carpet area is Rs._____ (in words_____) as detailed in Part I of Annexure-1 hereto ("CONSIDERATION") and other charges and deposits as detailed in Part II of Annexure – 1 hereto ("OTHER CHARGES & DEPOSITS") and are collectively referred to as the "Total Price", the break up of which is given in Annexure-1 hereto.

Explanation:

(i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Country Home;

(ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Country Home to the allottee and the project to the association of allottees or the competent authority, as the case may be after obtaining the Completion Certificate or Partial Completion Certificate, as the case may be:

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee;

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

(iv) The Total Price of Country Home includes recovery of price of land, construction of not only the Country Home but also the Common Areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the Country Home, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Country Home and the Project.

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

1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule-‘C’ (“Payment Plan”).

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at the rate of prescribed rate per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans, and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule ‘D’** and **Schedule-‘E’** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Country Home without the previous written consent of the Allottee as per the provisions of the

Act.

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Country Home is complete and the Completion Certificate or Partial Completion Certificate, as the case may be is granted by the Competent Authority by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter/Developer. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by the Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such excess amount was paid by the Allottee. If there is any increase in the carpet area which is not more than three percent of the carpet area of the Country Home allotted to the Allottee, the Promoter/Developer may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule 'C'. All these monetary adjustments shall be made at the same rate per sq.ft. as agreed in para 1.2 of this Agreement.

1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Country Home as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Country Home;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the Association of Allottees after duly obtaining the Completion Certificate or Partial Completion Certificate, as the case may be, from the Competent Authority as provided in the Act;
- (iii) That the computation of the price of the Country Home includes recovery of price of land, construction of not only the Country Home but also the Common

Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Country Home, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Country Home and of the Project;

(iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Country Home, as the case may be.

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

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

1.11 The Allottee has paid a sum of Rs.____(Rupees____only) as booking amount being part payment towards the Total Price of the Country Home at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Country Home as prescribed in the Payment Plan mentioned in [**Schedule 'C'**] as may be demanded by the

Promoter within the time and in the manner specified therein:

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

2. MODE OF PAYMENT:

Subject to the terms of this Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft or online payment (as applicable)] in favour of GGL Hotel and Resort Company Ltd. payable at Kolkata.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

3.2 The Promoter and the Owner accept no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter and the Owner fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary

formalities if any under the applicable laws. The Promoter and the Owner shall not be responsible towards any third party making payment/remittances on behalf of the Allottee and such third party shall not have any right in the application/allotment of the Country Home applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the Country Home, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Country Home to the Allottee and the Common Areas to the Association of Allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE COUNTRY HOME:

The Allottee has seen the proposed lay out plan, specifications, amenities and facilities of the Country Home and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement]which has been approved by the Competent Authority, as represented by the PROMOTER/DEVELOPER. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye laws, FAR and density norms and provisions prescribed by Nurpur Gram Panchayat under the West Bengal Panchayat Act and shall not have an option to make any variation/alteration/modification in the plans of Project, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE COUNTRY HOME

7.1 Schedule for possession of the said Country Home: The Promoter agrees and understands that timely delivery of possession of the Country Home to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be is the essence of the Agreement. The Promoter assures to hand over possession of the Country Home along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on _____, unless there is delay or failure due to war, flood, draught, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project (“Force Majeure”). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Country Home.

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

7.2 Procedure for taking possession: The Promoter, upon obtaining the completion certificate or partial completion certificate, as the case may be, from the Competent Authority shall offer in writing the possession of the Country Home to the Allottee in terms of this Agreement, to be taken within two months from the date of issue of Completion Certificate or Partial Completion Certificate, as the case may be. The Conveyance Deed in favour of the allottee shall be shall be carried out by the Promoter within 3 months from the date of issue of Completion Certificate or Partial Completion Certificate, as the case may be. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agrees(s) to pay the maintenance charges as determined by the Promoter / Association of Allottees, as the case may be, after the issuance of the Completion Certificate or Partial Completion Certificate, as the case may be, for the Project. The Promoter shall

handover Completion Certificate or Partial Completion Certificate, as the case may be, of the Country Home, to the Allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take possession of Country Home: Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Country Home from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Country Home to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable as specified in para 7.2.

7.4 Possession by the Allottee: After obtaining the Completion Certificate or partial completion certificate, as the case may be, and handing over physical possession of the Country Home to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents, including common areas, to Association of Allottees or the competent authority, as the case may be.

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

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation.

7.6 Compensation:

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Country Home (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii)

due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Country Home, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 (forty-five) days of it becoming due.

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Country Home which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE OWNER & THE PROMOTER:

The Owner & the Promoter hereby represent and warrant to the Allottee as follows:

- (i) The Owner has absolute, clear and marketable title with respect to the Said Land; the Promoter has requisite rights to carry out development upon the said Land and absolute, actual physical and legal possession of the said Land for the Project;
- (ii) The Owner & the Promoter have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the Said Land, Project or the Country Home.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Land and the Country Home are valid and subsisting and have been obtained by following due process of law. Further, the Owner & the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, the Said Land, the Tower and the Country Home and the common areas;

(vi) The Promoter and the Owner have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

(vii) Other than the Development Agreement referred to herein above, the Owner and the Promoter have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Said Land, including the Project and the Country Home which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Owner & the Promoter confirm that the Owner & the Promoter are not restricted in any manner whatsoever from selling the said Country Home to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the Conveyance Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Country Home to the Allottee and the Common Areas to the Association of Allottees or the competent authority, as the case may be;

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi) The Owner & the Promoter have duly paid and shall continue to pay and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities till the Completion Certificate or Partial Completion Certificate, as the case may be, has been issued and possession of Country Home along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of Allottees or the Competent Authority, as the case may be.

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Owner & the Promoter in respect of the Said Land and/or

the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

(i) Promoter fails to provide within the time period specified in para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Country Home shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities), as agreed to between the parties, and for which Completion Certificate or Partial Completion Certificate, as the case may be, has been issued by the competent authority;

(ii) Discontinuance of the PROMOTER's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made there under.

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

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or

(ii) The Allottee shall have the option of terminating this Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any heads whatsoever towards the purchase of the Country Home, along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Country Home, which shall be paid by the PROMOTER to the Allottee within 45 (forty-five) days of it becoming due.

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

(i) In case the Allottee fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount as the rate prescribed in the Rules;

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond _____ consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Country Home in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and applicable statutory taxes, if any, this Agreement shall thereupon stand terminated.

Provided that the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

10. CONVEYANCE OF THE COUNTRY HOME:

The Promoter on receipt of Total Price of the Country Home as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Country Home together with proportionate indivisible share in the Common Areas within 3 months from the issuance of the Completion Certificate or Partial Completion Certificate, as the case may be, to the Allottee.

However, in case the Allottee fails to deposit the stamp duty and registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the Conveyance Deed in his/her favour till payment the stamp duty and registration charges to the Promoter is made by the Allottee.

11. MAINTENANCE/AMENITIES OF THE COUNTRY HOME/PROJECT:

The PROMOTER shall be responsible to provide and maintain essential services in the Project till the taking over of maintenance of the Project by the association of allottees

upon the issuance of the Completion Certificate or Partial Completion Certificate, as the case may be, of the project. The cost of such maintenance has been included in the total price of the Country Home.

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 except any disturbance arising to electricity supply/ items/ Equipments & other fittings as per the Agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE COUNTRY HOME FOR REPAIRS:

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, for providing necessary maintenance services and the Allottee agrees to permit the Association of Allottees and/or the maintenance agency, as the case may be to enter into the Country Home or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

Use of Service Areas: The service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Allottees formed by the Allottees and/or the competent authority, as the case may be before rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE COUNTRY HOME:

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain their Country Home at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Country Home, or the Staircases, lifts, Common Passages, Corridors, Circulation Areas, atrium and the Compound which may be in violation of any laws or rules of any authority or change or alter or make addition to the Country Home, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition, and ensure that the support, shelter etc of the Building is not anyway damaged or jeopardized..

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign board / name plate, neon light, publicity material or advertisement material etc. on the face / façade of the Country Home or anywhere on the exterior of the Project therein, Country Home therein or Project Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Country Home or place any heavy material in the common passages or staircase of the Country Home. The Allottee shall also not remove any wall including the outer and load bearing wall of the Country Home.

15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Allottees and/or the Maintenance Agency, as the case may be. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE:

The Parties are entering into this Agreement for the allotment of the Country Home with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

17. ADDITIONAL CONSTRUCTIONS:

The Owner & the Promoter undertake that it has no right to make additions or to put up additional structures(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority and disclosed, except as provided in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Owner & the Promoter execute this Agreement, they shall not mortgage or create a charge on the Country Home and, if any, such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Country Home.

19. APPLICABLE LOCAL LAWS:

The Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the applicable local laws in the State of West Bengal. The Promoter has constructed the Project showing compliance of various laws/regulations as applicable in the state of West Bengal.

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter do not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar i.e. A.D.S.R. Alipore or concerned A.R.A as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Country Home.

22. RIGHT TO AMEND:

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/s, in case of a transfer, the said obligations go along with the Country Home for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

24.2 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.

25. SEVERABILITY:

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

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 there under 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.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) of the Complex, the same shall be the proportion which the carpet area of the Country Home bears to the total carpet area of all the Country Home in the Project.

27. 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.

28. PLACE OF EXECUTION:

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

29. NOTICES:

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

(A) _____ [name of the Allottee],
 _____ [address of Allottee]
 _____ [email of Allottee]

(B) Classical Hospitality Venture Company Limited Ecospace Business Park, Block - 4B, 6th Floor, Premises No. - IIF/11, Action Area II, New Town, Kolkata - 700156

(C) GGL Hotel & Resort Company Limited "Vishwakarma", 86C, Topsia Road (South) Kolkata- 700 046.

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

30. JOINT ALLOTTEES:

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

31. SAVINGS:

Any application letter, allotment letter, agreement or any other document signed by the Allottee in respect of the Country Home, prior to the execution and registration of this Agreement for Sale for such Country Home shall not be construed to limit the rights and interests of the Allottee under the Agreement For Sale or under the Act or the Rules or the Regulations made there under.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

Additional terms and conditions as per contractual understanding between the parties are set out below. However, such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under.

34. ASSIGNMENT OF AGREEMENT TO SALE:

The allottee may assign this agreement any time before the registration of the Deed of Conveyance, subject to the following conditions:

- i) The profile of the assignee is accepted by the Promoter;
- ii) An assignment fee equivalent to 3(three) % (percent) of the Total Price of the Country Home together with applicable taxes if any payable, has been paid to the Promoter;
- iii) All amounts agreed to be payable by the allottee(s) intending to assign the agreement to sale has already been paid to the Promoter.

In case of such assignment made, all rights and liabilities as prevalent on the previous allottee shall be ensured by the new allottee by virtue of entering into a fresh contract.

35. COMMON AREAS AND FACILITIES:

A.

(i) The common areas and facilities including all essential services of the Project shall be managed and maintained by a Company formed under Sec.8 of the Companies Act, 2013 by the Allottees. Such company has been referred to as the "ASSOCIATION" in this Agreement.

(ii) The Common Areas and Facilities of the Project shall be handed over to the Association upon formation of such Association by the Allottees.

B. Upon issuance of the Completion Certificate of the Project, the Promoter shall notify to the Allottees the scheme, process and steps for the formation of the Association so as to enable them to form such Association. The Allottees shall comply with the formalities of forming the Association and become members thereof and also to comply with the Rules and Bye-laws of the Association on its formation. The Promoter shall at an appropriate time within a maximum period of 3 months of the Completion Certificate of the Project, shall notify the scheme of formation of the Association to the Allottees so as to enable them to constitute/ form such Association.

C. The Allottee shall cooperate with the Promoter in all respects in the formation of the Association and do and perform all acts and execute all documents as may be required by the Promoter.

36. MANAGEMENT AND MAINTENANCE OF THE PROJECT:

(i) The PROMOTER shall be responsible to provide and maintain essential services of the Project till the taking over of the maintenance thereof by the Association of the Allottees upon issuance of Completion Certificate of the Project.

The Association shall be formed and maintenance and management of the Common Areas and Facilities will be taken over by the Association within a period of 1 year from the date of the Completion Certificate of the Project. In case the formation of the Association is delayed beyond the 1-year period, Promoter shall provide and maintain the essential services in the Project till the Association is formed and the maintenance and management of the Common Areas and Facilities of the Project are handed over to the Association and the

Allottees shall pay to the Promoter, the charges for such maintenance as fixed by the Promoter.

(ii) Until the Association of Allottees takes over the management and maintenance of the Common Areas and Facilities of the Project, the Promoter shall maintain the same for the consideration and subject to the terms and conditions set out below:

(a) Property Care Service Ltd. ("PCSL"), a Company engaged in the business of maintenance and management of the properties, has been appointed by the Promoter/Developer for maintaining the Common Areas and Facilities of the Project, (hereinafter referred to as "the Maintenance Agency") on and from the date of possession, the Allottees shall be liable to pay to the Maintenance Agency the Applicable Maintenance Charges of the Country Home allotted to him within 7 days of receipt of Monthly Invoice for such maintenance charges from the Maintenance Agency.

(b) Maintenance Security Deposit: Every allottee, on or before taking possession of the Country Home, will be required to pay an interest free security deposit @ Rs. 30 (Thirty) per sq.ft. of the carpet area of the respective country home. The Promoter/Developer reserves the right to utilize this deposit to adjust any legally realizable dues from the allottee. The interest free deposit, after adjustment of dues, if any, will be transferred to the Association of Allottees at the time it takes over the maintenance of the Common Areas.

(c) Maintenance Charge: The initial monthly maintenance charges will be @ Rs 2/- (Two rupees) per sq.ft. of the carpet area of the Country Home and Rs 0.75 (Seventy-five paisa) per sq.ft. of the plot area of the Country Home excluding the payment of applicable taxes (collectively the 'MAINTENANCE CHARGES'). The Maintenance Charges shall be subject to increase after 1 year from the date of possession of the Country Home by the Allottee on an annual basis, depending upon the increase in costs of various inputs.

(d) Guarding Charges: If any allottee fails to take possession of his / her / its country home as and when called upon by the Promoter/Developer to take possession thereof, then he / she / it shall be liable to pay the Maintenance Agency guarding charges at the rate of Rs 2/- (Two rupees) per sq.ft per month of the carpet area of the Country Home and Rs 0.75/- (Seventy five paisa) per sq.ft per month of the plot area excluding the payment of applicable taxes.

(e) Commencement of Maintenance Charges: The Maintenance Charges will commence from the Date of Possession. The bill for the Maintenance Charges will be raised on the allottee(s) on monthly basis.

(f) Default in Payments of Usage Charges of Common Facilities: Failure to pay Maintenance Charges, Electricity Charges, DG usage Charges within due dates may result in withdrawal /restrictions/ disconnections/ discontinuation of the respective common services to the Allottees and will make the Allottees liable to pay interest at prescribed rate on the outstanding dues for the delay, calculated from the due date till the date of actual payment.

(g) Maintenance of common areas would include the following;

- Maintenance and operation of common water supply system, storm water and sewerage disposal system
- General upkeep of common areas viz. roads, boundary wall, administrative building, common area landscaping, water reservoir etc.
- General conservancy and common security arrangement
- Common administrative over head
- Common street lighting, water supply, waste water disposal system etc.
- Maintenance expenses of other common areas, if any
- Security of the complex.
- Maintenance of resident activity centre.

Other Facilities: Apart from the above, the owner(s) of the respective Country Homes may avail the following facilities:

THE CLUB:

Club Rio Vista (CRV) is a country club situated at Raichak outside the Project. It comprises of an array of facilities that can be used by the members and their families or family members only, i.e., spouse and children below the age of 18 years. The resident occupants of the Country Home get temporary membership to the facilities of CRV only for the day on which they are residing. The Allottee shall be allowed to become members of Club Rio Vista at their option.

These facilities and amenities comprise of the following:

a. The Magna Charta: This is situated within the Ffort Raichak at Shyamolima Complex in Raichak and comprises usual facilities like Gym, Games, Swimming pool etc.

b. Promenade: It is located on the river front portion of the land on which the 'Riviera' scheme within 'Shyamolima' Complex in Raichak is situated and would comprise the following:

⇒ Poolside boulevard

⇒ Infinity pool

⇒ Bubble pool / kids pool

⇒ A deck area

⇒ Ladies and Gents rest rooms and changing rooms

c. Anaya Spa: The Spa is situated within the Ffort Raichak at Shyamolima Complex in Raichak and offers a variety of treatment options under trained therapists.

d. The Footloose: This sports bar cum lounge is situated within The Ffort Raichak at Shyamolima Complex in Raichak offering usual discotheque and night club facilities.

Type of Membership:

CRV has four categories of members:

a. Resident Member: These are members who become member by virtue of owning a Country Home. They remain Resident Member so long as they own the Country Home.

Each Resident Member is entitled for One Nominee. The admission fee for the nominee is waived. However, for Additional Nominees applicable admission fee needs to be paid as decided by the management of The Ffort Raichak in Raichak.

The original allottee of the Country Home from Promoter gets to become a Resident Member without paying the admission fee. However, should he

transfer the property to somebody else, then the new member will be required to pay admission fee at the then applicable rates to become Resident Member. The Resident Members including additional nominees are required to pay the annual subscription charges (ASC).

b. Corporate Member: This membership is offered only to the leading corporate's for their senior executives. Each Corporate Member is entitled for Four Nominees all of who must be a constituent of the corporate body. A composite admission fee is payable.

c. Ordinary Member: Ordinary members are persons comprising eminent citizens of Kolkata and others who have been invited to be a member. They are required to pay an admission fee at the time of enrollment.

d. Day Membership: Guests and residents of the hospitality properties at Raichak on Ganges can avail of Day Membership. This is given as per the decision of the Management of the Promoter and on payment of day membership fees.

Terms of Membership:

a. Period of Membership:

The membership is valid up to 31st March 2041. The membership will commence from the date of possession of the country home purchased by the allottee.

b. Member:

A member means an adult individual and includes (for the purpose of utilization of CRV facilities) his / her spouse and dependent children below the age of 18 years.

c. Use of CRV Facilities:

The new allottees of the Country Home can avail of the facilities of CRV from the date of allotment upon payment of the Annual Subscription Charges.

d. Guest Usage:

Guests are only permitted to use the CRV facilities duly accompanied by a member and on payment of guest charges.

e. Membership Rules:

A set of Rules and Guidelines for use of facilities at CRV on becoming a member will be provided to the allottee(s) time to time.

f. Annual Subscription Charges (ASC):

Except for the Day Members all other members are required to pay the Annual Subscription Charges (ASC) during the period of the membership. Annual Subscription charges will be decided by the management of the Promoter from time to time. If any member fails to pay the ASC for a period of consecutive two years, the Management reserves the right to suspend the membership. The suspension shall only be revoked upon payment of all dues along with applicable Interest.

Ownership of CRV:

CRV is owned by Promoter. The members do not have any rights on the ownership of the property. By virtue of becoming a member, the person is only entitled to use CRV facilities in accordance with the CRV rules and guidelines as indicated. Some of these facilities are free and others on a pay-by-use basis as decided by the management of the Promoter. These facilities can be enjoyed so long as the member pays the annual subscription and continues to be a member of CRV.

Cancellation and Termination of Membership:

In case of cancellation of your unit, membership would not be valid as the membership is offered to owners of the Country Homes. Also the Annual Subscription Charges paid would be forfeited.

37. INSURANCE:

In accordance with Section 16 of the Act, the Promoter shall obtain all insurances as may be notified by the Government of West Bengal, subject to availability, and shall pay the premium and charges in respect of such insurances till the Common Areas & Facilities of the Project are handed over to the Association of allottees or the competent authority, as the case may be. The Allottee hereby agrees to contribute (proportionately on the basis of the area of his Country Home) towards the premium and charges payable for a period of 2

years from the date of receipt of Completion Certificate/ Partial Completion Certificate, as the case may be, of the Project for such insurance.

38. ELECTRICITY SUPPLY:

In case the West Bengal State Electricity Development Corporation Limited (WBSEDCL)/any other electric supply agency decides not to provide individual meters to the allottees and make provision for a High Tension supply or Bulk supply, the Promoter shall provide sub-meters to the Allottees upon payment by them of the proportionate Security Deposit payable to electricity supply agency for such connection. The exact amount payable will be intimated to the Allottees at appropriate time before possession. This Security Deposit would be subject to revision and replenishment as may be so decided by Electricity supply agency from time to time and the Allottees shall, at all times, be liable to proportionately pay such revision/replenishment to the WBSEDCL /electricity supply agency, as per the norms of the WBSEDCL /electricity supply agency. In such a case the Allottees may be required to enter into a separate agreement with the Promoter for supply of electricity through submeters.

39. DEFAULT IN PAYMENTS OF USAGE OF COMMON AND CLUB FACILITIES:

Failure to pay Maintenance Charges, Electricity Charges, DG usage Charges, and Annual Subscriptions Charges of the Club within due dates may result in withdrawal/ restrictions/ disconnections /discontinuation/ suspension of Membership services/ facilities to the Allottee and will make the Allottee liable to pay interest at prescribed rates on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment.

40. TAXES:

(i) All prices, rates, fees and charges etc. mentioned in this Agreement are exclusive of any applicable taxes, cess, duties, levies etc. (both present and future) imposed by any appropriate authority (ies) which shall be payable separately by the Allottee.

(ii) Under the Income-tax Act and/or the rules framed there under, in case the consideration/price/premium of any Country Home is more than Rs. 50 lakhs, then, and in such event, the Allottee of such Country Home shall be

required to deduct tax from the payment to be made to the Promoter at the applicable rates as prescribed in the Act and/or the rules and shall also be required to deposit the tax so deducted with such authority and in such manner as may be so prescribed and the Allottee will also be under obligation to give the Promoter the certificate for the amount of tax so deducted and deposited by the Allottee in such form and in such manner and containing such particulars as may be prescribed under the Income-tax Act and/or the rules framed there under.

41. OFFER FOR ALTERNATIVE COUNTRY HOME:

If for any reason whatsoever, Promoter is not in a position to offer the allotted Country Home, the Promoter shall offer the allottee an alternative Country Home equivalent to the previous one or refund the amount in full with interest at the prescribed rate without any further liability to pay any damages or compensation.

42. ADDITIONAL TERMS TO DEFECT LIABILITY:

The Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter.

In case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause 12 hereinabove.

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

SCHEDULE 'A' -
HOME ALONG WITH BOUNDARIES IN ALL

DESCRIPTION OF THE COUNTRY

FOUR DIRECTIONS

SCHEDULE 'B' -
HOME

FLOOR PLAN OF THE COUNTRY

SCHEDULE 'C' -

PAYMENT PLAN

SCHEDULE 'D' -
OF THE

SPECIFICATIONS AND LAY-OUT PLANS (WHICH ARE PART

COUNTRY HOME)

SCHEDULE 'E' -
ARE PART OF THE

SPECIFICATIONS, FURNITURE AND FITTINGS (WHICH

PROJECT)

SCHEDULE 'A'

ALL THAT _____ **Storied Country Home No.** ____, having a **Built-Up Area** of ____ **sq.ft.** and **Carpet Area** of _____ **sq.ft.**, Type ____, having a **Plot Area** of ____ **sq.ft.**, which is shown in Red Border in Plan "A" annexed hereto, situated in Mouza Chakloknath, J.L. No. 49, Police Station Ramnagar, Gram Panchayat Nurpur, District South 24 Parganas-743 368, **TOGETHER** with pro-rata share in the common areas ("Common Areas") as defined under clause (m) of Section 2 of the Act as per the details given below and butted and bounded as follows:-

L.R.Dag No.	L.R.Khatian No.	Dag area in Square feet	Owned By	Land Class

East :

West :

North:

South:

PLAN A

SCHEDULE 'B'

FLOOR PLAN OF THE COUNTRY HOME

.....

SCHEDULE 'C'

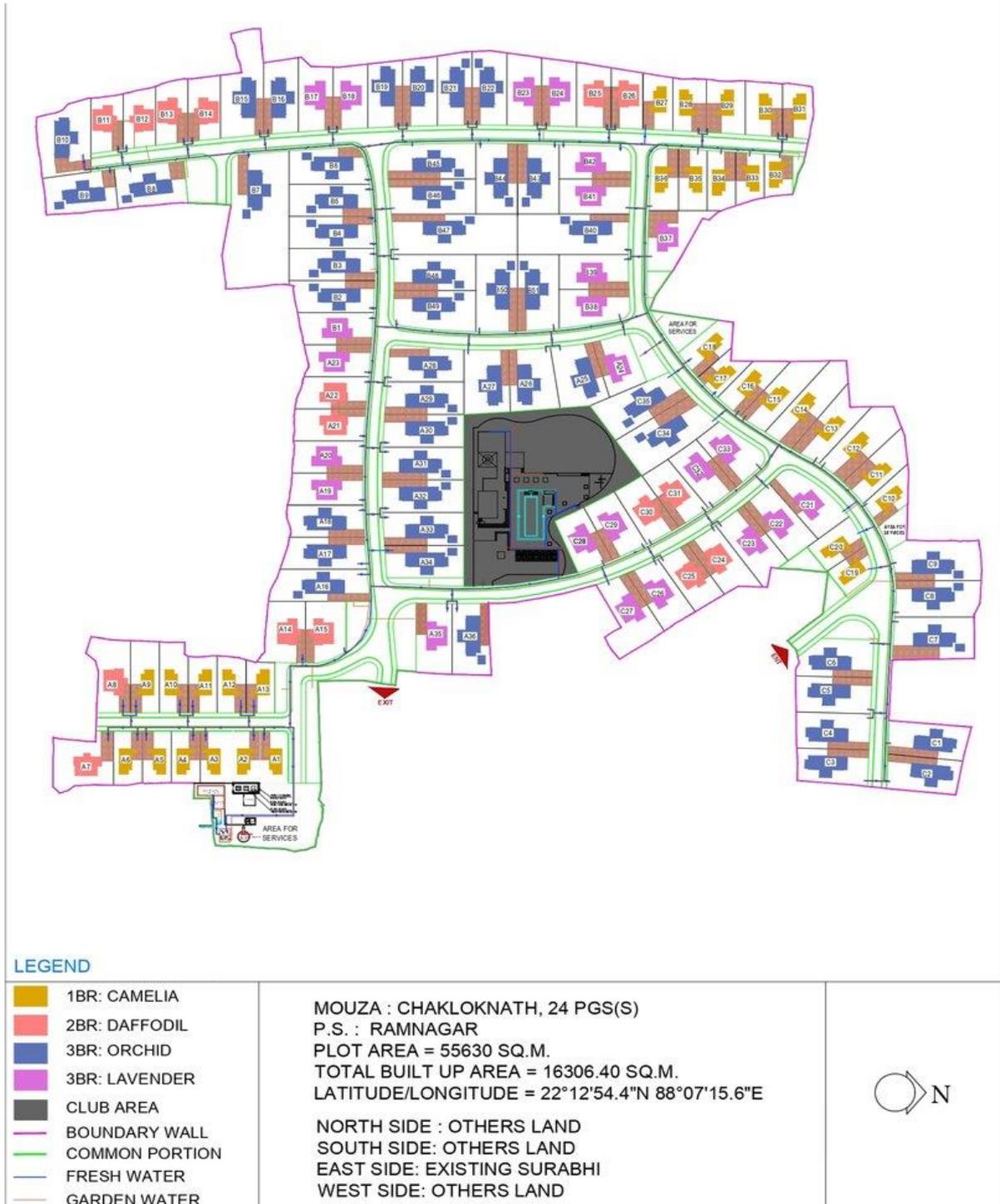
Installment			
Unit Details			
Project Name			Surabhi Extention
Unit No.			
Unit Type			
No. of Bedroom			
Area Statement			
Plot Area	In (Sq. ft)		
Covered Area	In (Sq. ft)		
Carpet Area	In (Sq. ft)		
Unit Price			
Payment Schedule			
Installment Payment Option			
Payment on or before execution of Agreement for Sale:-			
1	Booking Amount	10%	
Other Payments after execution of Agreement for Sale:-			
2	Allotment Amount within 45 days from the date of booking	15%	
3	On completion of Plinth	15%	
4	On completion of RCC of 1st Floor	15%	
5	On completion of RCC of Roof Level	15%	
6	On completion of Brickwork	10%	
7	On completion of Flooring	10%	
8	On/before possession	10%	
9	Documentation Charges	1%	
10	Maintenance Security Deposit (per sq.ft. rate) in Rs. 30/-		
Total Amount			91,33,530
Notes:			
1 Tax will be applicable on the aboveprice.			
2 Confirmation of booking is subject to payment of booking amount.			
3 In case of any cancellation/alteration it would be governed by the HIRA ACT.			

SCHEDULE 'D'
SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF
THE COUNTRY HOME/PLOT)

1	FOUNDATION		ISOLATED FOUNDATION
2	SUPER STRUCTURE		RCC FRAMED STRUCTURE WITH 230 THK BRICK WORK AND SLOPED ROOF
3	FINISHES		
	BED ROOM	FLOOR	VITRIFIED TILE
	LIVING/DINING		
	TOILET	FLOOR	VITRIFIED TILE
		DADO	WASHABLE PAINT & CERAMIC TILE
	KITCHEN	FLOOR	VITRIFIED TILE
		DADO	GRANITE 2 FT ABOVE COUNTER
	DECK		GREY GRANITE AND PAVER TILE
	TERRACE		GREY KOTA SLAB
	STAIRCASE		TRADE- WOODEN
			RISER-VITRIFIED TILE
4	DOOR	FRAME	SAL
		SHUTTER	FLUSH DOOR
		FITTINGS	POWDER COATED
		PAINT	POLISH/DUCO PAINT FINISH
5	WINDOW	FITTINGS	POWDER COATED ALUMINIUM GLAZED WINDOW
			POWDER COATED
6	PAINT	INTERNAL	POP FINISH
		EXTERNAL	WEATHER COAT
7	ELECTRICAL		CONCEALED COPPER WIRING
			PLASTIC MODULER SWITCHES
8	WATER SUPPLY		CAPTIVE TREATED WATER SUPPLY THROUGH DEEP TUBE WELL
9	PIPELINE	WATER SUPPLY	UPVC
		SOIL PIPE	CI PIPE
		RAINWATER	PVC
10	SANITARYWARE	WASH BASIN & WC	HINDWARE
		FAUCET	
		SHOWERHEAD	

SCHEDULE- 'E'

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)



[The 'Schedules' to this Agreement for Sale shall be as agreed to between the Parties]

**SIGNED AND DELIVERED BY THE WITHIN NAMED:
PROMOTER:
FOR GGL HOTEL AND RESORT COMPANY LIMITED**

(Authorized Signatory)

Name:

Address:

**SIGNED AND DELIVERED BY THE WITHIN NAMED:
OWNER:
FOR CLASSICAL HOSPITALITY VENTURE COMPANY LIMITED**

(Authorized Signatory)

Name:

Address:

**SIGNED AND DELIVERED BY THE WITHIN NAMED:
ALLOTTEE No. 1:**

Signature:

Name:

Represented by its director-

Address:

At _____ on _____ in the presence of:

WTNESSES:

1. Signature:

Name:

Address:

2. Signature:

Name:

Address:

Drafted and Prepared By:-

Advocate