

AGREEMENT FOR SALE

This Agreement for Sale (Agreement) executed on this _____ (Date) day of _____ (Month), 2018.

(1) M/s Sidhant Fincom Private Limited (PAN: AAEC54870R) and (2) M/s Palak Mercantile Private Limited (PAN: AABCP6852H), both companies formed under the Companies Act of 1956 and having their registered offices at 40, Strand Road, Kolkata 700001, represented by its joint Authorised Representatives Mr. Vivek Kumar Singhania (PAN: ALCPS8705R), son of Mr. Sajjan Kumar Singhania and residing at 16/1/ Dover Lane, Dover Enclave, Kolkata 700029, and Mr. Sandeep Poddar (PAN: AERPP5137N), being son of Late Chandra Kumar Poddar and residing at 5A Old Ballygunge 2nd Lane, Kolkata 700019 respectively, hereinafter collectively referred to as "OWNERS";

AND

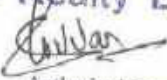
_____, (PAN: _____ and Aadhaar No. _____), son/daughter of _____, aged about _____ years residing at _____ and (2) _____, (PAN: _____), wife of _____, aged about _____ years residing at _____, hereinafter referred to as the "PURCHASERS" (which term or expression shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include his/her/their heirs, legal representatives, executors, administrators and permitted assigns).

AND

Surreal Realty LLP (PAN: ACWFS7460C), a Limited Liability Partnership, (LLP Registration No. AAE-1689) and having its registered office at 77/1A, Park Street, Kolkata 700016 represented by Mr. Arvind Kumar Meharia (PAN: AEKPM7842Q), being son of Late Hanuman Das Meharia and residing at 29/4 Ballygunge Park, Kolkata 700019 hereinafter referred to as the "DEVELOPER or CONFIRMING PARTY" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and/or successors in interest and permitted assigns).

1) DEFINITIONS: For this Agreement for Sale, unless the context otherwise requires:

- a) "Act" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- b) "Apartment" shall mean as set out in Part II of the Schedule 'A'.

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- c) "Building" shall mean the Ground Plus Four storied structure to be constructed at the said Property in compliance with the said Plan and to be called Windsor The Residence.
- d) "Developer" shall mean to include the Owners and the Confirming Party;
- e) "Parties" shall mean to collectively refer to the Owners, Developer and Purchaser and individually as a "Party".
- f) "Plan" shall mean the plans as sanctioned by the Kolkata Municipal Corporation on the 15th May 2014 bearing Building Permit No. 2014070034 for construction of a Ground plus four (4) storied residential building on the said Property as may be amended and approved by the Kolkata Municipal Corporation from time to time.
- g) "Property" shall mean as set out in the Part I of the Schedule 'A'.
- h) "Rules" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- i) "Regulations" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- j) "Section" means a section of the Act.

2) WHEREAS:

- a) The Owners are the absolute and lawful owners of ALL That piece and parcel of revenue free land containing as area of Eleven Cottahs Two Chittacks and Four square feet the same or little more less (on physical measurement 11 Cottahs 2 Chittacks and 42 Square Feet) situated at 170D Picnic Garden Road, Kolkata 700039 (amalgamated plot of Premises No. 171A/1C & 170D, Picnic Garden Road), within Ward No. 66 of the Kolkata Municipal Corporation, in the State of West Bengal and more fully described in the First Schedule hereto and hereinafter referred to as 'the said Property'.
- b) By a Deed of Conveyance dated 17th February 2012 executed by Harihar Vanijya Private Limited (being vendor therein) in favour of (1) M/s Palak Mercantile Private Limited represented by its Director Sandeep Poddar and (2) M/s Siddhant Fincom Private Limited, represented by its Director Mr. Vivek Kumar Singhania both having their registered offices at 40, Strand Road, Kolkata 700001 (being the Purchasers therein) and registered with Additional Registrar of Assurances I, Kolkata in Book No. 1, Volume No. 6, at Pages 9350 to 9367, Being Deed No. 2856 for the year 2012, wherein Harihar Vanijya Private Limited absolutely sold and transferred and conveyed unto and in favour of (1) M/s Palak Mercantile Private Limited and (2) M/s Siddhant Fincom Private Limited for the consideration mentioned therein All That the piece and parcel of land together with the asbestos shed and

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- structure standing thereon measuring an area of 7 Cottahs 7 Chittacks and 23 Square feet a little more or less situate lying at Premises No 170D, Picnic Garden Road, Kolkata 700039;
- c) By a Deed of Conveyance dated 17th February 2012 executed by Sunahali Prints Private Limited (being vendor therein) in favour of (1) M/s Palak Mercantile Private Limited represented by its Director Sandeep Poddar and (2) M/s Siddhant Fincom Private Limited, represented by its Director Mr. Vivek Kumar Singhania, both having their registered offices at 40, Strand Road, Kolkata 700001 (being the Purchasers therein) and registered with Additional Registrar of Assurances I, Kolkata in Book No. 1, Volume No. 6, at Pages 9386 to 9403, Being Deed No. 2860 for the year 2012, wherein Sunahali Prints Private Limited absolutely sold and transferred and conveyed unto and in favour of (1) M/s Palak Mercantile Private Limited and (2) M/s Siddhant Fincom Private Limited for the consideration mentioned therein All That the piece and parcel of land together with the asbestos shed and structure standing thereon measuring an area of 3 Cottahs 10 Chittacks and 26 Square feet a little more or less situate lying at Premises No. 171A/1C, Picnic Garden Road, Kolkata 700039;
- d) Thus Palak Mercantile Private Limited and Sidhant Fincom Private Limited became the joint owners of the land measuring 11 Cottahs 2 Chittacks 4 square feet comprised in the premises No. 171A/1C, Picnic Garden Road, Kolkata 700039 and 170D Picnic Garden Road, Kolkata 700039 (hereinafter collectively referred to as the Owners).
- e) After purchase of the aforesaid two adjoining premises the Owners applied to the Kolkata Municipal Corporation for amalgamation of the two premises into a single premise. The Kolkata Municipal Corporation after due consideration of their application, duly approved the application and the final order of amalgamation was passed on the 4th April 2013 and the combined premises admeasuring 11 Cottah 2 chittack 4 square feet and numbered as 170D, Picnic Garden Road, Kolkata, 700039 and having Municipal Assessee No. 21-066-14-0385-8.
- f) In view of the above said Palak Mercantile Private Limited and Sidhant Fincom Private Limited became recorded joint owners of the amalgamated land admeasuring 11 (Eleven) Cottahs 2 (Two) Chittacks and 4 (Four) Square Feet be the same a little more or less lying and situate at premises No 170D, Picnic Garden Road, Kolkata 700039
- g) That thereafter the owners have executed two Declarations for Correction for rectification of some errors in the Deed of conveyance registered in Additional Registrar of Assurances – I, Kolkata recorded in Book No. 1, Volume No. 6, at Pages 9350 to 9367, Being Deed No. 2856 for the year 2012 and Book No. 1, Volume No. 6 Pages 9386 to 9403, Being No. 2860 for the year 2012. The said Two declarations have been registered in ARA-I, Kolkata being No 190107565/2016 and 190107655/2016 dated 21st October 2016
- h) The Owners had decided to develop the said Property and have named the Building as "Windsor The Residence".
- i) The Owners applied before the Competent Authority, Kolkata under the Urban Land (Ceiling and Regulation Act) of 1976 for grant of NOC and the same was granted to them by an order dated 27th September 2013 by their letter bearing No. 110-UL/XVI-3521/2013.

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- j) The Owners then applied to the Kolkata Municipal Corporation for sanction of plan, which was duly sanctioned by the Kolkata Municipal Corporation after payment of appropriate sanction fees and the Building Permit was issued on the 15th May 2014 bearing Building Permit No. 2014070034.
- k) The Owners then signed and executed an agreement for Joint Development of the above premises dated January 11, 2016 with M/s Surreal Realty LLP as Developer whereby the said Developer agreed to develop the ALL THAT piece or parcel of Amalgamated land measuring 11 (Eleven) Cottahs 2 (Two) Chittacks and 4 (Four) Square Feet be the same a little more or less (on physical measurement 11 Cottahs 2 Chittacks and 42 Square Feet) comprised in and being R. S. Dags No.71, 72,73 & 74, J. L. No. 11 R. S. No. 151 Mouza Naskarhat under Khaitan No. 49, 50 and 162/2 Touzi No. 2998 Police Station Tiljala within the limits of the Kolkata Municipal Corporation Ward No.66 being premises No. 170D Picnic Garden Road, Kolkata 700039 (amalgamated plot of Premises No. 171A/1C & 170D, Picnic Garden Road), as per the terms and conditions mentioned therein which document was duly registered at ADSR, Alipore South 24 Parganas bearing No. 160304140 of Book No. 1 CD Volume No. 1603-2016 Page from 125461 to 125511 for the year 2016, hereinafter referred to as the Development Agreement;
- l) In pursuance of the said Owners Agreement, Owners also authorised and empowered the Confirming Party to collect the payment of consideration on behalf of the Owners by way of cheque or demand draft or electronic payment and the Developers herein confirm the instant agreement for sale and received the earnest money out of the total agreed consideration as stated below.
- m) The Owner has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and for the apartment, plot or building, from the Kolkata Municipal Corporation, handed these to the Developer/Promoter, and the Promoter has begun construction. 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. It is clarified that in the event there are any changes to the Plans the same shall be approved and further sanctioned under Rule 26 of the Kolkata Municipal Building Rules of 2009 read with Section ____ of the KMC Act of 1993;
- n) The Developers have registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at on under registration no. ____;
- o) The Purchaser has applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of square feet, on the ____ floor along with garage/covered parking no. ____ admeasuring square feet in the _____. [Please insert the location of the garage/covered parking], as permissible under the applicable law 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 "Apartment" more particularly described in Schedule A and the floor plan or the apartment is annexed hereto and marked as Schedule B);

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- s) The Developers are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developers regarding the said Property on which Project is to be constructed have been completed;
- t) The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- u) 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;
- 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;
- w) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developers hereby agree to sell, and the Purchaser hereby agrees to purchase the Apartment and the garage/covered parking (if applicable) as specified hereunder.

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:

1.0 TERMS:

- 1.1. Subject to the terms and conditions as detailed in this Agreement, the Developers agree to sell to the Purchaser and the Purchaser hereby agrees to purchase, the Apartment as specified in para G.
- 1.2. The Total Price for the Apartment based on the carpet area is Rs. _____ (Rupees _____ only) ("Total Price"). Details of Price Break-Up of the Apartment together with covered car parking is as follows:

Building: _____	Rate of Apartment: Rs. _____ per sqft
Apartment No. _____	Preferential location charges: Rs. _____ per sqft.
Type: _____	Monthly Maintenance Charges: Rs. 3.00 per sqft.
Floor: _____	
Cost of Apartment: Carpet Area: Exclusive Balconies: Proportionate Cost of Common Areas: Preferential Location Charges:	

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Proposed monthly maintenance charges:	
Cost of Covered Carparking Space	Rs. _____
Total Cost of the Apartment	Rs. _____
GST on the above at the rate of 12%	Rs. _____
Total Price	Rs. _____

1.3. The Total Price includes the following:

1.3.1. The booking amount paid by the Allottee to the Promoter towards the apartment;

1.3.2. 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 Developers, by whatever name called) up to the date of handing over the possession of the apartment to the Purchaser and the Project to the Association of Purchasers or the competent authority, as the case may be, after obtaining the completion certificate:

- a) Provided however that in case there is any change/modification in the taxes, the subsequent amount payable by the Purchaser to the Developers shall be increased/reduced based on such change or modification.
- b) 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 Purchaser;

1.3.3. The Developers shall periodically intimate in writing to the Purchaser, the amount payable as stated above and the Purchaser shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Purchaser 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;

1.3.4. The Recovery of price of land, construction costs of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para II etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

1.4. The Total Price is escalation-free, save and except increases which the Purchaser 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

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to time. The Developers undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost and charges imposed by the competent authorities, the Developers shall enclose the said notification and/or order and/or rule and/or regulation to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Purchaser.

- 1.5. The Purchaser(s) shall make the payment as per the payment plan set out in Schedule 'C' ("Payment Plan").
- 1.6. The Developers may allow, in its sole discretion, a rebate for early payments of instalments payable by the Purchaser by discounting such early payments @ ____ % per annum 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 a Purchaser by the Developers.
- 1.7. It is agreed that the Developers 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 apartment, plot or building, as the case may be, without the previous written consent of the Purchaser as per the provisions of the Act.
 - 1.7.1. Provided that the Developers may make such minor additions or alterations as may be required by the Purchaser, or such minor changes or alterations as per the provisions of the Act.
 - 1.7.2. Provided that if there are substantial changes from the plans as sanctioned by the Kolkata Municipal Corporation, the Developers shall ensure that the same is regularised by the Kolkata Municipal Corporation before handing over of the Apartment to the Purchaser.
- 1.8. The Developers shall confirm to the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the Completion Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Purchaser, the Promoter may demand that from the Purchaser 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 square feet as agreed in para 1.2 of this Agreement.

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- 1.9. Subject to para 9.3 the Developers agrees and acknowledges that the Purchaser shall have the right to the Apartment as mentioned below:
- 1.9.1. The Purchaser shall have exclusive ownership of the Apartment.
- 1.9.2. The Purchaser shall also have undivided proportionate share in the Common Areas. Since the share interest of Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser 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 hand over the common areas to the association of Purchasers after duly obtaining the Completion Certificate from the competent authority as provided in the Act;
- 1.9.3. That the computation of the price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para ____ and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;
- 1.9.4. The Purchaser has the right to visit the project site to assess the extent of development of the Project and his apartment.
- 1.10. It is made clear by the Developers, and the Purchaser agrees that the Apartment along with covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Property 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 Purchaser. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchasers of the Project.
- 1.11. The Developers agree to pay all outgoings before transferring the physical possession of the apartment to the Purchasers, which it has collected from the Purchasers, 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). If the Promoter fails to pay all or any of the outgoings collected by it from the Purchasers or any liability, mortgage loan and interest thereon before transferring the apartment to the Purchasers, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom

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they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

- 1.12. The Purchaser has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the Apartment at the time of application, the receipt of which the Developers hereby acknowledges and the Purchaser hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [Schedule 'C'] as may be demanded by the Promoter within the time and in the manner specified therein.

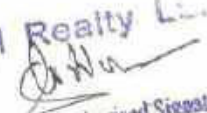
Provided that if the Purchaser delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

- 2.0 **MODE OF PAYMENT:** Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Purchaser 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/banker's cheque or online payment (as applicable)] in favour of Surreal Realty LLP payable at Kolkata.

3.0 **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 3.1. The Purchaser, 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 fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser 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 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 Developers accept no responsibility regarding matters specified in para 3.1 above. The Purchaser shall keep the Developers fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser after the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Developers immediately and comply with necessary formalities if any under the applicable laws. The Developers shall not be responsible towards any third-party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application and/or allotment of the said apartment.

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applied for herein in any way and the Developers shall be issuing the payment receipts in favour of the Purchaser only.

4.0 **ADJUSTMENT/APPROPRIATION OF PAYMENTS:** The Purchaser authorises the Developers to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Purchaser against the Apartment, if any, in his/her name and the Purchaser undertakes not to object/demand/direct the Developers to adjust his payments in any manner.

5.0 **TIME IS ESSENCE:** The Developers 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 Apartment to the Purchaser and the common areas to the association of Purchasers or the competent authority.

6.0 **CONSTRUCTION OF THE**

PROJECT/APARTMENT: The Purchaser has seen the proposed layout plan, specifications, amenities and facilities of the Apartment 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 Developers. The Developers 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 the local laws and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7.0 **POSSESSION OF THE APARTMENT:**

7.1 **Schedule for possession of the said Apartment:**

7.1.1 The Developers agrees and understands that timely delivery of possession of the Apartment to the Purchaser and the common areas to the association of Purchasers or the competent authority is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment 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, drought, 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 Purchaser agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

7.1.2 Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Purchaser the entire amount

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received by the Developers from the allotment within 45 days from that date. The Developers shall intimate the Purchaser about such termination at least thirty days prior to such termination. After refund of the money paid by the Purchaser, the Purchaser agrees that he/she shall not have any rights, claims etc. against the Developers and that the Developers shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2. Procedure for taking possession:

7.2.1. The Developers, upon obtaining the Completion Certificate from the competent authority shall offer in writing the possession of the Apartment, to the Purchaser in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate.

7.2.2. Provided that, in the absence of local law, the conveyance deed in favour of the Purchaser shall be carried out by the Developers within 3 months from the date of issue of Completion Certificate. The Developers agrees and undertakes to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developers. The Purchaser, after taking possession, agree(s) to pay the maintenance charges as determined by the Developers/Association of Purchasers after the issuance of the Completion Certificate for the project. The Developers shall hand over the Completion Certificate of the Apartment to the Purchaser at the time of conveyance of the same.

7.3. Failure of Purchaser to take Possession of Apartment: Upon receiving a written intimation from the Developers as per para 7.2, the Purchaser shall take possession of the Apartment from the Developers by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Developers shall give possession of the Apartment to the Purchaser. In case the Purchaser fails to take possession within the time provided in para 7. 2, such Purchaser shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.4. Possession by the Purchaser:

7.4.1. After obtaining the Completion Certificate and handing over physical possession of the Apartment to the Purchasers, it shall be the responsibility of the Developers to hand over the necessary documents and plans, including common areas, to the Association of Purchasers or the competent authority, as per the local laws.

7.4.2. Provided that, in the absence of any local law, the Developers shall hand over the necessary documents and plans, including common areas, to the Association of Purchasers or the competent authority within thirty days after obtaining the completion certificate.

7.5. Cancellation by Purchaser:

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7.5.1. The Purchaser shall have the right to cancel/withdraw his allotment in the Project as provided in the Act.

7.5.2. Provided that where the Purchaser propose to cancel/withdraw from the project without any fault of the Developers, the Developers herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the purchaser shall be returned by the Developers to the Purchaser within 45 days of such cancellation.

7.6. Compensation:

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

7.6.2. Except for occurrence of a Force Majeure event, if the Developers fails to complete or is unable to give possession of the Apartment

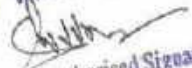
- a) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or
- b) due to discontinuance of his business as a developer because of suspension or revocation of the registration under the Act, or for any other reason,

7.6.3. The Developers shall be liable, on demand to the Purchasers, in case the Purchaser 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 Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due.

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

8.0 REPRESENTATIONS AND WARRANTIES OF THE DEVELOPERS: The Developers hereby represents and warrants to the Purchaser as follows:

8.1. The Developers has absolute, clear and marketable title with respect to the said Land. the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

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- 8.2. The Developers has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project;
- 8.3. There are no encumbrances upon the said Land or the Project.
- 8.4. There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment.
- 8.5. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Developers has been and shall, always, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- 8.6. The Developers 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 Purchaser created herein, may prejudicially be affected.
- 8.7. The Developers has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Apartment which will, in any manner, affect the rights of Purchaser under this Agreement;
- 8.8. The Developers confirms that the Developers is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Agreement;
- 8.9. At the time of execution of the conveyance deed the Developers shall hand over lawful, vacant, peaceful, physical possession of the Apartment to the Purchaser and the common areas to the Association of Purchasers or the competent authority, as the case maybe;
- 8.10. 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 Property;
- 8.11. The Developers has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Purchaser, and the association of purchasers or the competent authority, as the case may be;
- 8.12. 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

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said property) has been received by or served upon the Developers in respect of the said Land and/or the Project.

9.0 EVENTS OF DEFAULTS AND CONSEQUENCES:

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

9.1.1. If Developers fails to provide ready to move in possession of the Apartment to the Purchaser within the time 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 this para "ready to move in possession" shall mean that the apartment 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 has been issued by the competent authority;

9.1.2. Discontinuance of the Developers' business as a developer because of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2. In case of Default by Developers under the conditions listed above, Purchaser is entitled to the following:

9.2.1. Stop making further payments to Developers as demanded by the Developers. If the Purchaser stops making payments and if the Developers corrects the situation by completing the construction milestones and only thereafter the Purchaser be required to make the next payment without any interest; or

9.2.2. The Purchaser shall have the option of terminating the Agreement in which case the Developers shall be liable to refund the entire money paid by the Purchaser under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice.

Provided that where a Purchaser 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 Apartment, which shall be paid by the Developers to the Purchaser within forty-five days of it becoming due.

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

9.3.1. In case the Purchaser fails to make payments for consecutive demands made by the Developers as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Purchaser

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shall be liable to pay interest to the Developers on the unpaid amount at the rate prescribed in the Rules;

- 9.3.2. In case of Default by Purchaser under the condition listed above continues for a period beyond consecutive months after notice from the Developers in this regard, the Developers may cancel the allotment of the Apartment in favour of the Purchaser and refund the money paid to them by the Purchaser by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

Provided that the Promoter shall intimate the Purchaser about such termination at least thirty days prior to such termination.

10.0 CONVEYANCE OF THE APARTMENT:

- 10.1. The Developers on receipt of Total Price of the Apartment as per para 12 under the Agreement from the Purchaser, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the Completion Certificate to the Purchaser.

- 10.2. Provided that, in the absence of local law, the conveyance deed in favour of the Purchaser shall be carried out by the Developers within 3 months from the date of issue of occupancy certificate. However, in case the Purchaser fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Purchaser authorizes the Developers to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Developers is made by the Purchaser.

- 11.0 **MAINTENANCE OF THE BUILDING AND APARTMENT:** The Developers shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of purchasers upon the issuance of the completion certificate of the project. The cost of such maintenance for the first year has been included in the Total Price of the Apartment.

- 12.0 **DEFECT LIABILITY:** It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Purchaser 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 Developers's failure to rectify such defects within such time, the aggrieved Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act.

- 13.0 **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:** The Developers or the maintenance agency/association of purchasers shall have rights of unrestricted access to all Common Area, covered parking and parking

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spaces for providing necessary maintenance services and the Purchaser agrees to permit the association at purchasers or the maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise with a view to set right any defect.

- 14.0 **USAGE: Use of Service Areas:** The service areas, as located within the Oxford DEVAA shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Purchaser 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 purchasers formed by the purchasers for rendering maintenance services.
- 15.0 **COMPLIANCE WITH RESPECT TO THE APARTMENT:**
- 15.1 Subject to para 12 above, the Purchaser shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2 The Purchaser 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 facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchasers 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 Purchaser shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall including the outer and load bearing wall of the Apartment.
- 15.3 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developers and thereafter the association of Purchasers and/or maintenance agency appointed by association of purchasers. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 16.0 **COMPLIANCE OF LAWS, NOTIFICATIONS ETC BY PARTIES:** The Parties are entering into this Agreement for the allotment of an Apartment] with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

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- 17.0 **ADDITIONAL CONSTRUCTIONS:** The Developers undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanctioned plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.
- 18.0 **DEVELOPERS SHALL NOT MORTGAGE OR CREATE A CHARGE:** After the Developers executes this Agreement Developers shall not mortgage or create a charge on the Apartment 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 Purchaser who has taken or agreed to take such Apartment.
- 19.0 **APARTMENT OWNERSHIP ACT:** The Developers has assured the Purchasers that the project in its entirety is in accordance with the provisions of the _____
[Please insert the name of the Apartment Ownership Act]. The Promoter showing compliance of various laws, regulations as applicable in _____
- 20.0 **BINDING EFFECT:** Forwarding this Agreement to the Purchaser by the Developers does not create a binding obligation on the part of the Developers or the Purchaser until, firstly, the Purchaser 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 Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar (specify the address of the Sub Registrar) as and when intimated by the Developers. If the Purchaser fails to execute and deliver to the Developers this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Developers shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.
- 21.0 **ENTIRE AGREEMENT:** This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties regarding the said apartment.
- 22.0 **RIGHT TO AMEND:** This Agreement may only be amended through written consent of the Parties.
- 23.0 **PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER/SUBSEQUENT PURCHASERS:** 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 Apartment and the Project shall equally be applicable

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to and enforceable against and by any subsequent purchasers of the Apartment. In case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24.0 WAIVER NOT A LIMITATION TO ENFORCE:

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

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

25.0 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.

26.0 METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: Wherever in this Agreement it is stipulated that the Purchaser must make any payment, in common with other purchaser(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

27.0 FURTHER ASSURANCES: Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions in addition 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.

28.0 PLACE OF EXECUTION: The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office: or at some other place, which may be mutually agreed between the Promoter and the Purchaser, in _____ after the Agreement is duly executed by the Purchaser and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at _____ (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at _____

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29.0 NOTICES:

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

- 29.2. It shall be the duty of the Purchaser and the Developers to inform each other of any change in address after 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 Purchaser, as the case may be.

- 30.0 JOINT PURCHASERS: That in case there are Joint Purchasers all communications shall be sent by the Developers to the Purchaser 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 Purchasers.

- 31.0 SAVINGS: Any application letter, allotment letter, agreement, or any other document signed by the Purchaser in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the Case may be, shall not be construed to limit the rights and interests of the Purchaser under the Agreement for Sale or under the Act or the rules or the regulations-made thereunder.

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

33.0 DISPUTE RESOLUTION:

- 33.1. 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.

- 33.2. The Arbitrator shall have summary power.

- 33.3. The Arbitrator shall have power to give interim awards and/or directions.

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33.4. It will not be obligatory on the part of the Arbitrator to give any reasoned or speaking award.

33.5. The parties hereto agree and covenant with each other that they have full trust and faith in the Arbitrator and agrees not to challenge and/or dispute the same in any manner whatsoever or howsoever.

34.0. JURISDICTION: Courts at Kolkata alone shall have jurisdiction to entertain and try all actions suits and proceedings arising out of this Agreement.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Purchaser (Including Joint Purchasers):

1. Signature: _____

Name: _____

Address: _____

2. Signature: _____

Name: _____

Address: _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Developers:

1. Signature: _____

Name: _____

Address: _____

At _____ on _____ in the presence of:

WITNESSES:

1. Signature: _____

Name: _____

Address: _____

2. Signature: _____

Name: _____

Address: _____

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Schedule 'A'
Part I
(The said Property)

ALL THAT piece or parcel of land measuring 11 (Eleven) Cottahs 2 (Two) Chittacks and 4 (Four) Square Feet be the same a little more or less (on physical measurement 11 Cottahs 2 Chittacks and 42 Square Feet) comprised in and being R. S. Dags No.71, 72,73 & 74, J. L. No. 11 R. S. No. 151 Mouza Naskarhat under Khatian No. 49, 50 and 162/2 Touzi No. 2998 Police Station Tiljala within the limits of the Kolkata Municipal Corporation Ward No.66 being premises No. 170D Picnic Garden Road, Kolkata 700039 (amalgamated plot of Premises No. 171A/1C & 170D, Picnic Garden Road), and butted and bounded in the manner following, that is to say :-

On the North	:	By Premises No. 170A Picnic Garden Road.
On the East	:	By Premises No. 171/2 Picnic Garden Road.
On the South	:	By Picnic Garden Road.
On the West	:	By Premises No. 170D Picnic Garden Road & Common passage.

Part II
(The said Apartment)

ALL THAT Unit No. Unit No. ____ by ad-measurement ____ square feet carpet area, together with ____ square feet of Exclusive Balconies and other spaces together with ____ square feet being the proportionate share in the common area for the Unit on the ____ Floor Together With 1 (One) Covered Car Park being CP No. ____ on the Ground Floor having an area of ____ square feet in the building named "Windsor The Residence" lying and situated at 170D, Picnic Garden Road, Police Station: Tiljala, Kolkata 700039 with the Proportionate Share of Common Parts and Common Area comprised in the Building to be constructed on the Property attributable to the Undivided Proportionate Impartible Share in the said Land comprised in the First Schedule hereinabove mentioned and the said Unit, Common Parts and Common Areas to be constructed and completed in the manner as specified herein.

SCHEDULE 'B'
(Floor Plan of the Apartment)

SCHEDULE 'C'
(Payment Plan)

Unit No.
Carpet Area of the Unit
Area of Exclusive Balconies & other Exclusive Area of the Unit
Proportionate Share in the Common Area
Preferential Location Charges (if any)
Price of the Unit
Cost of Car Parking Space
Total Consideration
GST (at applicable rate)
Total

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INSTALMENT PAYMENT PLAN

Particulars	Amount
At the time of Booking	Rs 2 Lakhs
Execution of the Agreement for Sale	20.00% (less booking amt)
On Completion of Foundation	10.00%
On Casting of Ground Floor Slab	10.00%
On Casting of 1st Floor Slab	8.00%
On Casting of 2nd Floor Slab	8.00%
On Casting of 3rd Floor Slab	8.00%
On Casting of 4th Floor Slab	8.00%
On Commencement of Brick Work of unit	8.00%
On Commencement of Flooring Works	10.00%
On Possession	10.00%
<u>Total Payments</u>	<u>100.00%</u>

Note:

- 1) All instalments to be paid within fourteen days from the date of receipt of Demand Notice being given to the Purchasers by the Developer and in default to pay interest at the rate of 15% per annum on all sums becoming due which the Purchasers fails to pay to the Developer in terms hereof. This will be without prejudice to the other rights of the Owners and the Developer herein.
- 2) All Cheques to be issued in the name of Surreal Realty LLP. Separate cheques would have to be made for proportionate total consideration and GST levied thereon.
- 3) It is made clear that GST on total consideration of the said Unit shall be applicable at the rates as may be notified by the authorities from time to time.
- 4) Before taking possession, the entire payments as stated in this Schedule and other additional payments required to be made for additional work conducted, are to be paid by the Purchasers along with the last instalment.
- 5) Extra Payments: Particulars of extra payments to be paid by the Purchasers before taking over possession of the said Unit:
 - a) Cost towards standby generator as determined by the Developers together with GST at applicable rates.
 - b) Charges for transformer and common electricity connection as determined by the Developer at applicable rates.

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- c) Security deposits and service charges payable for obtaining individual electric meter for the said Unit/Unit as may be payable to the CESC and the proportionate share of deposits and expenses payable to the CESC for the common electric meter required for the individual Block/ Building and the common parts, portions, facilities and amenities in the Complex.

6) Advances and Deposits:

- a) For Interest free deposit as Sinking Fund on account of maintenance @ Rs. 75.00 (Rupees Seventy Five only) per square feet of the total area as mentioned in Clause 2.0 above and the cheque for the same shall be made by the Purchasers before taking possession of the Unit as and when called upon to do so by Developer. The Income of the corpus so earned will be utilized for the maintenance of common areas and all facilities including infrastructural facilities serving the Building. The Developer will transfer the said Sinking Fund without any interest to the Maintenance Company once it is formed and registered. The Sinking Fund collected from each Applicant will remain credited to the account of such Applicant in the records of Developer and subsequently to the said Maintenance Company.
- b) For Maintenance deposits equivalent to 1 year maintenance charges @ Rs. 3.00 (Rupees Three only) plus GST per square feet of the total area as mentioned in Clause 2.0 above and the cheque for the same shall be made by the Purchasers along with GST at the rates as applicable at the relevant point of time towards the maintenance cost of the common areas and facilities and payment of security services for these three years as and when called by Developer to do so (but before taking possession).
- c) This is a non-refundable deposit and the purchaser is not absolved from making monthly payment of maintenance and is liable to pay maintenance every month from the date of having taken possession of the Unit beside paying the aforementioned maintenance deposit.
- d) For GST, other duties and impositions as would be applicable at actuals basis.
- e) For land and property taxes of the said land and consolidated rates and taxes for the Unit/Unit including mutation fees applicable from the date of possession of the Unit/Unit being made over by the Seller to the Purchasers.
- f) Any surplus if remaining with the Seller on account of the deposits, stated above, the Seller will hand over such excess deposit to the Maintenance Company upon its formation provided there shall be no default on the part of the Purchaser in making payment as mentioned hereinbefore.

SCHEDULE 'D'

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

- 1) Brick work and plaster.
- 2) P.O.P.: All ceiling and wall.
- 3) Window: Aluminium powder coated with glass.
- 4) Doors: Timber Doors frames with Flush Door.
- 5) Electric:

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- a) P.V.C. conduit with M.S. Box, P.V.C. Copper Wires, Switch Boards, Switch Distribution Board, with M.C.B. for Electrical Installation.
- b) Electric Point for A.C. Light, Fan, T.V., D.G. Backup, Intercom in Drawing & Dinning Area.
- c) Electric Point for Geyser, Light, Fridge, Microwave, Chimney, Washing Machine, Water Filter in Kitchen area.
- d) Electric Point for Light, Exhaust, Geyser for Toilet area.
- e) Electric Point for Push Bell at Entrance.
- f) Electric Point for A.C., Light, Fan, T.V. & D.G. Backup in Bed Rood area.
- g) Floor: Glazed Vitrified Tiles in Drawing, Dinning and Bed Rood area; Anti-skid Vitrified Tiles in Toilet & Kitchen Floor.
- h) Tiles: In kitchen Glazed Tiles will be fixed up to 2'-0 Height from Kitchen Table Tap.
- i) Toilet: Glazed Tile will be fixed on wall up to Door Height.
- j) Sanitary Work: All P.V.C. Pipe will be (Inside) concealed with Commode, Basin, Hot & Cold water line, Shower, Wall Mixture, Basin Mixture, Mirror, Towel Rail, heath faucet, Bib Cock provided of Reputed Make.

SCHEDULE 'E'

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

1) Broad Specifications

- a) Foundation: Foundations shall be of Reinforced Earthquake resistance pile structure
- b) Plinth: The Plinth shall be of brick work in cement mortar with waterproofing at plinth level.
- c) Super Structure: The Super Structure shall be of Earthquake (seismic zone-3) and Fire Resistance reinforced cement concrete framed structures.
- d) Walls: Walls shall be 200 mm thick brick walls on the external face and 100 mm thick in partition walls with Environmental Friendly Modular Bricks in cement mortar.
- e) Finishes: Internally all walls and ceiling shall be either Plaster of Paris or wall care putty over cement plaster and externally cement plaster & wall care putty finished with cement based paint.
- f) Flooring: Bedrooms will have Vitrified Tiles. High quality Vitrified Tiles/Slabs in Living/Dining area. Kitchen and Toilet floors to be made with heavy duty antiskid mat finish ceramic tiles.
- g) Doors: All door frames shall be of seasoned and treated Sal or equivalent wood.
- h) Windows: All windows will of best quality Aluminium and/or of UPVC (Including Sliding Doors).

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3) Common Areas

- a) Entrance lobbies and common circulation spaces.
- b) Lift wells, shafts and lift machine room.
- c) Staircases and Landings and common passages at all floors.
- d) Overhead Water Tanks.
- e) Space required for common utilities i.e. electrical room, transformer room, pump room, generator room, toilet, Drivers rest room, D.G. area
- f) Underground water reservoir.
- g) Community Hall

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