

AGREEMENT FOR SALE

This Agreement for Sale (“Agreement”) executed on this day of _____, 2018

BETWEEN

Unrivalled Projects Private Limited, a company within the meaning of the Companies Act, 2013, having its registered office at 5A Royd Street, Kolkata – 700016, P.O. & P.S. – Park Street (**PAN** : AABCU5498A), represented by Anudeep Jhunjhunwala, son of Deepak Jhunjhunwala, residing at 9, Earle Street, Kolkata – 700 026, P.O. & P.S. – Kalighat (**PAN**: AEJJPJ5490A) hereinafter referred to as the “**Promoter**”, (which term or expression shall unless excluded by or repugnant to the subject or context mean and include its successors and permitted assigns);

AND

_____ (Aadhar No._____) son of _____, aged about ___ years, residing at _____, P.O. _____, P.S. _____, (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, representatives and/or assigns).

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 (30 of 2017);
- b) “appropriate Government” means the State Government;
- c) “Rules” means the West Bengal Housing Industry Regulation Rules, 2017 made under the West Bengal Housing Industry Regulation Act, 2017.
- d) “Regulations” means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
- e) “Section” means a section of the Act.

WHEREAS:

- A. The Promoter is the absolute and lawful owner of the property more fully described in the **Part-I of the SCHEDULE A** hereto, which was purchased by Owner from time to time (the “Project Land”) through the devolution of title of the Project Land more fully described in the **Part II of SCHEDULE A** hereto (Devolution of Title).
- B. The Project Land is for the purpose of building a housing project known as “Park Imperial” comprising of residential apartments, car parking spaces, other spaces and various common areas and facilities to be constructed thereat and proposed as a “real estate project” by the Promoter and is being registered as a “real estate project” (the “Real Estate Project or “Project”) with the West Bengal Housing Industry Regulatory Authority (“the Authority”) under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time;
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Project Land on which the Project is to be constructed have been completed;
- D. The Promoter has duly intimated the Kolkata Municipal Corporation about commencement of construction of the project vide its commencement letter dated 07.06.2017;
- E. The Promoter has obtained the sanctioned plan and approvals for the **Project** and also for the building(s) thereon, from the Kolkata Municipal Corporation vide Building Permit No. 2016070146 dated 09/02/2017

- F. The Promoter has further obtained the Gold Pre-certification from IGBC (Indian Green Building Council) dated April 2017 and is thus entitled to utilize 10% extra FAR by way of addition of extra floor(s) as per bye laws of the Kolkata Municipal Corporation and the Promoter has thus submitted the plan proposal for utilization of the incremental FAR available for green building (pre-certified Gold for IGBC) to the Kolkata Municipal Corporation.
- G. The Promoter has registered the Project under the provisions of the Act with the Authority at Kolkata on [■] under registration no. [■].
- H. The Allottee has been provisionally allotted Apartment No.[■]having carpet area of [■] square feet, more or less, built up area of [■] square feet more or less and super built up area of [■] sq ft, more or less, on the [■]floor along with right to use[■]car parking space (the said "Car Parking Space") along with [■] (the said "Store Room") by an Allotment Letter dated [■] 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 B** and the layout of the apartment is delineated in Green colour on the Plan annexed hereto and marked as **Annexure "1"**;
- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- J. Pursuant to such provisional allotment the Partiesherein are desirous to enter into this Agreement to record the terms and conditions governing such allotment of the said apartment. It is hereby agreed that the application form and the Allotment letter shall be deemed to be a part of this Agreement;
- K. 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;
- L. 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;
- M. The Allottee has been made aware and has unconditionally agreed that the occupants of apartments in the Project shall have complete and unhindered access to the

Common Areas of the Project and shall be entitled to enjoy all the amenities and facilities to be used in common by the occupants of the Project in due course, details of which are given in **Schedule D** hereunder written (“Common Amenities and Facilities”).

- N. 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 agree to sell and the Allottee hereby agrees to purchase the Apartment and the garage/covered/open parking (if any) as specified in para H.
- O. The allottees of the apartments in the Project shall enjoy in common with other allottees, the common areas and facilities of the Project together with all easements, rights and appurtenances belonging thereto.

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 agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in para I.
- 1.2 The Total Price for the Apartment based on the carpet area is Rs.[■]/- (Rupees[■] only)(“**Total Price**”).

Description	Rate per square foot (Rs./sqft)	Amount (in Rupees)
Cost of Flat including Store Room Space		
Car Parking Space -		
Consideration for the Apartment		
GST @12%		
CESC Electricity meter		On Actuals
Extra Development Charges :		
Proportionate share of costs, charges and expenses of Power Back up (Generator) @ Rs. 30,000 per KVA (4KVA for 3BHK, 5KVA for 4BHK, 8KVA for Duplex)		
Proportionate share of installation of transformer and electricity charges		
Contribution for becoming member of Association		

Legal and Documentation Charges excluding Stamp Duty, Registration fees, registration/commission fees and expenses which shall be paid by the Allottee at actuals		
Cost of VRV Air-conditioning		
Club Membership		
GST on Extra Development Charges @18%		
Interest Free Deposits :		
Common Area Maintenance Charges for 12 months to be paid as per notice of possession		
Municipal Tax Deposit @Rs. 25/sqft		
Total Price (in rupees)		
Description		Amount (in Rupees)

In addition to the aforesaid Total Price, the following charges shall be paid at actuals or as mentioned by the Promoter as per payment schedule:

- (a) Cost of Electricity meter for individual use
- (b) Stamp Duty, Registration fees, commission charges and other incidental charges/expenses in this regard for registration of the Agreement for Sale and the Deed of Conveyance
- (c) Charges for mutation and separate assessment of the Apartment, mutation fee, if any, and other miscellaneous charges and incidental charges in relation to mutation;
- (d) Costs charges and expenses for providing satellite, cable TV connection to the Apartment.

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, 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 apartment 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:

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 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 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment 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 said 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 discontinuing such early payments @ [■]% 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'**(Common Amenities and Facilities) and **Schedule "E"**(Specifications) (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Apartment 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 Building is complete and the occupancy certificate* (or any other certificate by whatever name called issued by the competent authority) 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 Allottee 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 Allottee. 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 Allottee, the Promoter 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 square feet 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 Apartment as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment;
 - (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. of the Project, without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.

- (iii) 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 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the Project and his Apartment, as the case may be however with prior intimation and permission from the Promoter.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with the said Car Parking Space 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 Project 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 the apartment 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 the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, 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 thereof by such authority or person.

1.11. The Allottee has paid a sum of Rs. [■]/- (Rupees [■] only) along with applicable GST as booking amount being part payment towards the Total Price of the Apartment 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 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 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 the 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 in Schedule C through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of Rajat Projects Private Limited 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, 1934 and the Rules and Regulations made thereunder or any statutory amendments) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations Agreement. Any refund, transfer of security, if provided in terms of the 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 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 of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee 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 Apartment 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 Apartment to the Allottee and the Common Areas to the association of the allottees, as the case may be.

6. **CONSTRUCTION OF THE PROJECT/ APARTMENT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications as mentioned in the Schedules appended herein and amenities and facilities mentioned in the Schedules appended herein which has been approved by the competent authority, as represented by the Promoter. 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 the Kolkata Municipal Corporation and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. **POSSESSION OF THE APARTMENT:**

- 7.1 **Schedule for possession of the said Apartment** - The Promoter agrees and understands that timely delivery of possession of the Apartment 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 Apartment/Plot] along with ready and complete Common Areas with all specifications, amenities and facilities of the project in place within [■] May, 2020 with a further grace of 6 months from the date hereof 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 Apartment 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 Apartment, 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 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 Allottee the entire amount received by the Promoter from the allotment within 60 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 any 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 occupancy certificate (or such certificate by whatever name called issued by the competent authority) from the competent authority shall offer in writing the possession of the Apartment, (the “Notice of Possession”) to the Allottee in terms of this Agreement by sending the notice of such offer by speed post/email calling upon the Allottee to take possession of the Apartment within a maximum of 45 days from the date of receipt of the said Notice of Possession by the Allottee (the “Possession Date”). Provided that, the conveyance deed of the Apartment in favour of the Allottee shall be executed and registered by the Promoter (subject, however to the Allottee making all payments as mentioned in the **Schedule C** hereto and taking possession of the Apartment in terms of the Notice of Possession and making payment of stamp duty, registration charges, and legal charges and expenses to the Promoter as per requisition of the Promoter) within 3 (three) months from the date of issue of occupancy certificate or such certificate by whatever name called issued by the competent authority) as provided by the relevant laws in West Bengal. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges and other charges (if any) as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the Project. The Promoter shall hand over a copy of the occupancy certificate (or such certificate by whatever name called issued by the competent authority) of the Project/Apartment as the case may be, to the Allottee at the time of conveyance of the Apartment in favour of the Allottee.
- 7.3 **Failure of Allottee to take possession of Apartment** – Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment 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 Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2 in the Notice of Possession such Allottee shall be liable to pay maintenance charges and other charges (if any) as specified in para 7.2. from such date as notified in the Notice of Possession (Deemed Possession).
- 7.4 **Possession by the Allottee** – After obtaining the occupancy certificate or such certificate by whatever name called issued by the competent authority and handing over physical possession of the apartment to the allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws i.e. the West Bengal Apartment Ownership Act, 1972 as amended up to date which provides for submission of the property comprised within the Project within three years from the date of completion certificate issued by the competent authority and to have the association of allottees formed in the manner provided in the said Act. [Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including

Common Areas of the Project to the association of allottees or the competent authority, within thirty days after formation and registration of the association of allottees.

- 7.5 **Cancellation by Allottee** — The Allottee shall have the right to cancel/ withdraw his 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 of the apartment by the Allottee. The balance amount of money (if any) paid by the Allottee shall be returned by the Promoter to the Allottee within 45 days of such cancellation. However in the event the Allottee is required by the Promoter to execute and present for registration a Deed of Cancellation of allotment, the Allottee hereby agrees to do so without any claim charge and demand and only on registration of such Deed of Cancellation, shall the Allottee be refunded the balance amount.

Such refund shall be made without any interest or compensation and all charges and expenses that may be incurred by the Promoter in making such refund shall be borne by the Allottee.

Upon withdrawal or cancellation of allotment by the Allottee under this Agreement, the Promoter shall have the right to re-allot the Apartment to any third party thereafter and the prior allotment in favour of the Allottee will stand cancelled. All rights of the Allottee under any allotment letter issued or this Agreement shall also stand terminated.

- 7.6 **Compensation** — The Promoter shall compensate the Allottee 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.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/Plot] (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 allottees, 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 [Apartment/Plot], 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. 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 [Apartment/Plot], which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the Project Land; the requisite rights to carry out development upon the Project Land and absolute, actual, physical and legal possession of the Project Land;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the ProjectLand and/or the Project. Save and except as disclosed hereinunder:

It is also made known to the Allottee that the Promoter has taken a loan from Aditya Birla Housing Finance Limited (ABHFL) against security of the Said Land and the construction having already been made and/or being made. The Promoter shall cause the said ABHFL if necessary, to issue no objection letter in favour of the Allottee to enable the Allottee to take loan from any bank or financial institution for financing the purchase of the Apartment and the Promoter further undertake that the Promoter shall cause the said bank(s)/financial institution(s) to release the Apartment from the mortgage created by the Promoter on or before the Promoter executing the deed of conveyance of the Apartment in favour of the Allottee and the Allottee will get the title of the Apartment free from all encumbrances.

- (iv) There are no litigations pending before any Court of law or Authority with respect to the Project Land/Project or the Apartment; Save and except as disclosed herein.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project Land and Apartments are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project Land, Building and Apartment and Common Areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the **Project Land or any part thereof**, including the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

- (ix) At the time of execution, of the Conveyance Deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of allottees at the completion of entire project ;
- (x) The Said Apartment 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 Said Apartment;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the completion certificate of the Project has been issued and possession of apartment 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 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 projectland) has been received by or served upon the Promoter in respect of the Said Land and/or the Project Land.

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 ready to move in possession of the Apartment to the Allottee 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 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 occupation certificate and 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 his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above 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 the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee 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 an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the agreed 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 Promoter to the Allottee within 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 payment for 2 (two) consecutive demands made by the Promoter as per the Payment Plan, of any amount due and payable by the Allottee under this Agreement (including his/her/its proportionate share of taxes, levies and other outgoings) despite having been issued notice in that regard. It is further clarified that, reminders and or notices for payment of instalments or notice for rectification of default as per the Payment Schedule shall also be considered as demand for the purpose of this clause. In such event the Allottee shall be liable to pay to the Promoter, interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules on all unpaid amounts from the date the amount is payable by the Allottee;
- (ii) Without prejudice to the right of the Promoter to charge interest in terms of Clause 9.3 (i) above, in case of default by the Allottee under Clause 9.3 (i) above continues for a period beyond two consecutive months after notice for rectification of default from the Promoter in this regard, the Promoter, at its own option, may cancel the allotment of the Apartment in favour of the Allottee and terminate this Agreement and refund the money paid to the Promoter by the Allottee after deducting the Booking Amount and the interest liabilities and after deduction of such other tax/levy as may be applicable at the time of such termination by the Promoter, and this Agreement and any liability of the Promoter shall thereupon stand terminated. PROVIDED HOWEVER that the Promoter at least 30 days prior to such cancellation shall issue a Notice for Cancellation (Cancellation Notice) intimating the Allottee about its decision to cancel the allotment.
- (iii) On and from the date of refund of the amount as mentioned in Clauses 9.2 and 9.3 (ii) above, as the case may be, this Agreement shall stand cancelled automatically without any further act from the Allottee and the Allottee shall have no right, title and/or interest on the said Apartment, the Project and/or the Said Land or any part or portion thereof, and the Allottee shall further not be entitled to claim any charge on the said Apartment and/or any part or portion thereof, in any manner whatsoever.

The effect of such termination shall be binding and conclusive on the parties.

- (iv) For the avoidance of doubt, it is hereby clarified that the Promoter shall not be held liable, in any manner whatsoever, for any delay in receipt/non-receipt of any refund by the Allottee in accordance with the terms of this Agreement, for any reason, including but not limited to, any delay by postal authorities or due to a change in address of the Allottee (save as provided in this Agreement) or loss in transit.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee 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 occupancy certificate and the completion certificate, as the case may be, to the Allottee. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/ PROJECT:

The Promoter 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 allottees upon issuance of the completion certificate or such other certificate by whatever name called issued by the competent authority of the Project.

The cost of such maintenance from the date of the Allottee taking over physical possession and/or from the Possession Date (as mentioned in 7.1 above) whichever is earlier, is payable by the Allottee for the Apartment proportionately as per the rates to be calculated on per square foot basis (of the carpet area of the Apartment) and/or in the manner as provided in this Agreement and/or as may be so decided by the Promoter and/or the association of allottees, as the case may be.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for Sale relating to such development 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, save those as mentioned in Clause 34.8 below, 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 Allottees shall be entitled to receive appropriate compensation in the manner as provided under applicable laws for the time being in force.

However, normal wear and tear caused due to usage shall not be deemed to be a defect in workmanship of the Promoter. Further, the Promoter shall not be liable for any defect in the fittings and fixtures installed in the Apartment as per the specifications.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

14. USAGE:

Use of Basement and Service Areas:

The basement(s) and 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, fire lighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to para 12 above, the Allottee 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 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 facade of the Building or anywhere on the exterior of the Project, building therein or Common Areas. The Allottees 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 Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

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 maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

15.4 In addition to the aforesaid, the Allottee hereby agrees to observe and perform the stipulations, regulations and covenants (collectively Covenants), described in **Schedule F** below.

16. 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.

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as may be permitted in accordance with the applicable laws.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he 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 Allottee who has taken or agreed to take such Apartment.

19. APARTMENT OWNERSHIP ACT

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter shall comply and adhere to the various laws/regulations as applicable in West Bengal.

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan 30 (thirty) days from the date of receipt by the Alliance and secondly, appears for registration of the same before the concerned Sub-Registrar/Registrars and when intimated by the Promoter, if the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the 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 Apartment, as the case may be.

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 Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment 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 Parties 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 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 laws 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) in the 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. 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 complete only upon its execution by the Promoter through its authorized signatory, at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in [■] days after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at [■] (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at [■]

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 Promoter by Registered Post at their respective addresses specified below:

Allottee	:	[■]
Address	:	[■]
Promoter	:	Unrivalled Projects Private Limited
Address	:	5A Royd Street, Kolkata – 700016,

It shall be the 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 may be.

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. 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 applicable laws of India for the time being in force.

32. DISPUTE RESOLUTION:

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

33. OTHER TERMS AND CONDITIONS:

33.1 Default In Payments:

Failure to pay Maintenance Charges, Electricity Charges, and DG usage Charges, if any, within due dates may result in withdrawal/ restrictions/ disconnections/discontinuation of the respective common services to the Allottee and will make the Allottee liable to pay interest at ___% per month on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment.

33.2 Right of Ownership:

The rights of the Allottee is limited to ownership of the Said Apartment and the Allottee hereby accepts the same and the Allottee shall not, under any circumstances, raise any claim, of ownership, contrary to the above.

33.3 Use of Common Areas:

The Allottee shall only have user rights in the Common Areas to the extent required for beneficial use and enjoyment of the Said Apartment and the Allottee hereby accepts the same and the Allottee shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Common Area.

33.4 COMMON AREAS/AMENITIES AND FACILITIES:

The Common Areas/Amenities/Facilities of the Project shall be handed over to the Association upon formation of such association by the Promoter (the "Association").

The Allottee will be required to complete the formalities of becoming a member of the Association and also to comply with the Rules and Bye-laws of the Association.

The Promoter shall at an appropriate time within a maximum period of 6 months from the Date of Completion Certificate of entire Project notify the detailed scheme of formation of the Association to the Allottee (as also to all other allottees of other apartments) in accordance with the West Bengal Apartment Ownership Act, 1972, so as to enable them to constitute/form such Association.

33.5 Interim Maintenance Period : During the interim maintenance period between obtaining of the completion certificate of the Project and formation and operationalization of the Association the Promoter shall through itself or through a Facility Manager Company run, operate, manage and maintain the Common Areas/Amenities and Facilities.

The Promoter/ Facility Manager Company shall be responsible for the maintenance and operation of the Common Areas /Amenities and Facilities and will be required to provide manpower for maintaining the Common Areas /Amenities and Facilities, wherever required, and to collect maintenance charges and also guest charges and the user charges for the utilities being provided on "pay by use" basis, if any.

The maintenance and management of Common Areas /Amenities and Facilities by the Committee will primarily include but not limited to maintenance of water works, common Electrical installations, DG Sets (if any), Landscaping, Driveways, Parking areas, Lobbies, and Lifts & staircases etc. It will also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.

The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas shall during the Interim Maintenance Period, may be framed by the Promoter with such restrictions as may be necessary for proper maintenance.

After the Common Areas /Amenities and Facilities of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.

- 33.6 GST Liability:** The Developer states that with effect from 1st July, 2017, the Service Tax regime has been replaced by the Goods & Service Tax (GST) regime and GST as applicable on consideration and on all extras as payable. The Allottee agrees to pay such GST as applicable.
- 33.7** For the avoidance of doubt, it is hereby clarified that the Promoter shall not be held liable, in any manner whatsoever, for any delay in receipt/non-receipt of any refund by the Allottee in accordance with the terms of this Agreement, for any reason, including but not limited to, any delay by postal authorities or due to a change in address of the Allottee (save as provided in this Agreement) or loss in transit.
- 33.8** The Promoter shall not be liable to rectify any defect occurring under the following circumstances:
- 33.8.1 If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the Apartment, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- 33.8.2 If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- 33.8.3 If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- 33.8.4 If the Allottee after taking actual physical possession of the Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;
- 33.8.5 Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.

- 33.8.6 If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his / her agents in the manner in which same is required to be maintained.
- 33.8.7 Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.
- 33.8.8 If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that 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.

34. PAYMENT OF TOTAL PRICE AND EXTRAS PRIOR TO POSSESSION:

The Allottee agrees and covenants not to claim any right or possession over and in respect of the Said Apartment till such time the Allottee has paid the entirety of the Total Price and Extras and all other amounts agreed to be paid or deposited under this Agreement and has duly complied with and/or performed all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Allottee in pursuance of this Agreement or otherwise required by law, all of which shall be conditions precedent without which the Promoter shall not be under any obligation to handover possession of the Said Apartment.

35. NOMINATION BY ALLOTTEE WITH CONSENT:

- 35.1 The Allottee admits and accepts that before the execution and registration of conveyance deed of the Said Apartment, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:

35.2 Allottee to Make Due Payments:

The Allottee shall make payment of all dues, including any interest for delay, to the Promoter in terms of this Agreement, up to the time of nomination.

35.3 Lock-in Period:

The Allottee cannot nominate in favour of any third party before the expiry of a period of 18 (eighteen) months from the date of this Agreement.

35.4 Prior Written Permission and Tripartite Agreement:

In respect of any nomination, the Allottee shall obtain prior permission of the Promoter and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Promoter and the Allottee.

35.5 Nomination Fees:

The Allottee shall pay a sum calculated @ Rs. 100/- (Rupees Hundred only) per square foot of super built-up area as and by way of nomination fees to the Promoter. It is clarified that inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a nomination. However Nomination Fees shall not be payable in case of nomination in favour of parents, spouse, brother, sister or children of the Allottee. Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee because of higher market valuation as per the Registration Authorities on the date of nomination and/or the extra registration fees to be paid to the Registration Authorities due to nomination, shall be compensated by the Allottee paying to the Promoter agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Allottee on or before the nomination.

The Allottee admits and accepts that the Allottee shall not be entitled to nominate or assign his rights under this Agreement save in the manner indicated above.

SCHEDULE 'A'

PART I

PROJECT LAND

ALL THAT piece and parcel of land containing an area of 30 Cottahs 15 Chittak 7 Sqft in premises No. 5A, Royd Street, P.S. & P.O. – Park Street, Kolkata- 700 016, within the municipal limits of Kolkata Municipal Corporation Ward No. 63. The said premises is delineated in the plan annexed hereto duly bordered thereon in “Red” and butted and bounded as follows:

ON THE : By Premises Nos. 1/1A, 1/1B, 1/1C, 1/1D and
NORTH 1/1E, Ripon Street

ON THE SOUTH : By Premises No. 5B, Royd Street and Royd Street

ON THE EAST : By Premises No. 7, Royd Street and Premises No. 1, Ripon Street

ON THE WEST : By Premises No. 57B, Mirza Ghalib Street

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was butted, bounded, called, known, numbered, described or distinguished.

PART II
(Devolution of Title)

- a) In or about 1951, one Sudhir Kumar Bhowse filed a suit in the High Court at Calcutta for partition and for a declaration *inter alia* praying that he is the sole owner of various properties mentioned in the suit including premises No. 5A, Royd Street, Kolkata containing an area of 2 (two) Bighas 3 (three) Cottahs 13 (thirteen) Chittacks be the same a little more or less together with a two storied dwelling house and structure standing thereon (hereinafter referred to as the larger premises) being suit No.2380 of 1951 and Smt. Tamalini Dassi the defendant therein has no right, title or interest therein. By a decree made in that suit dated 2nd June, 1952, it was declared that the larger premises and other properties were joint properties of the parties to the said suit each having an equal share therein.
- b) By the same order, Mr. Rabindra Chandra Deb was appointed as a special referee and Partition Commissioner to make a division of the properties mentioned in the said plaint in equal parts and share. The said Commissioner of Partition, in its report dated 14th August, 1956, filed before the Hon'ble High Court at Calcutta allotted the said larger premises to Sudhir Kumar Bhowse.
- c) Thus Sudhir Kumar Bhowse (since deceased) during lifetime became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to land containing an area of 2 (two) Bighas 3 (three) Cottahs 13 (thirteen) Chittacks be the same a little more or less together with a two storied dwelling house and structure standing thereon situate and lying at Premises No.5A, Royd Street, Kolkata - 700 016 (the larger premises), free from all encumbrances.
- d) The said Sudhir Kumar Bhowse died on or about 4th June, 1971 after having made and published his last Will and testament dated 15th December, 1970 registered with the office of the Sub-Registrar of Assurance Kolkata recorded in Book No.III, Vol 6, Pages 27-31, Being No.342 for the year 1970 (hereinafter referred to as the 'said Will') in terms whereof the said Sudhir Kumar Bhowse have devised and bequeathed the said

larger premises unto and in favour of his eldest son Prafulla Kumar Bhose and appointed the said Prafulla Kumar Bhose as the sole executor of the said will.

- e) The said Prafulla Kumar Bhose applied for grant of probate of the said will before the Hon'ble High Court at Calcutta and the probate of the said will was granted on or about 21st September, 1972 by the Hon'ble High Court at Calcutta in case No.62 of 1972 to the said Prafulla Kumar Bhose. Administration of the estate of the said Sudhir Kumar Bhose (since deceased) was duly completed.
- f) Thus the said Prafulla Kumar Bhose became entitled to the said larger premises.
- g) By an indenture of sale dated 2nd September, 1983 made between Prafulla Kumar Bhose therein referred to as the Vendor of the one part and Mrs. Sonia Burman and Miss Sunita Marwah, therein referred to as the Purchasers of the other part and registered with the office of the Registrar of Assurances, Kolkata and recorded in Book No.I, Vol. No.290 Pages 192 to 207 Being No.8905 for the year 1983, the said Prafulla Kumar Bhose sold, conveyed and transferred a portion of the said larger premises containing a land area admeasuring about 11 Cottahs 7 Chittacks be the same a little more or less unto and in favour of Mr. Sonia Burman and Miss Sunita Marwah.
- h) The aforesaid portion of the larger premises sold, conveyed and transferred in pursuance of the said indenture of sale dated 2nd September, 1983 was subsequently separated from the said larger premises and renumbered as Municipal Premises No.5B, Royd Street, Kolkata – 700 016.
- i) By another indenture of sale dated 25th September, 2006 made between the said Prafulla Kumar Bhose, therein referred to as the Vendor and Referral Software Pvt. Ltd. therein referred to as the Purchaser of the other part and registered with the office of the Registrar of Assurances, Kolkata and recorded in Book No.I, Vol. No.1, Pages 1 to 73 Being No.9720 for the year 2007, the said Prafulla Kumar Bhose sold, conveyed and transferred the land area admeasuring about 29 Cottahs be the same a little more or less out of the said larger premises unto and in favour of Referral Software Pvt. Ltd.
- j) By an Indenture dated 31st July, 2009 made between the said Prafulla Kumar Bhose, therein referred to as the Vendor and Referral Software Pvt. Ltd. Therein referred to as the Purchaser of the other part and registered with the office of the Registrar of Assurances, Kolkata and recorded in Book No.I, C.D. Vol. No.17, Pages 2852 to 2865 Being No.8018 for the year 2009, the said Prafulla Kumar Bhose sold, conveyed and transferred the land area admeasuring about 1 Cottah 15 Chittacks 7 Sq.Ft. be the same a little more or less out of the said larger premises unto and in favour of Referral Software Pvt. Ltd.

- k) The portion of the said larger premises contains an aggregate land area of about 30 Cottahs 15 Chittacks 7 Sq.Ft, more or less together with the building/structures standing thereupon, transferred to Referral Software Pvt. Ltd. by the said Prafulla Kumar Bhoose in pursuance of the aforesaid two separate indentures dated 25th September, 2006 and 31st July, 2009 remained the municipal Premises No.5A, Royd Street, Kolkata – 700 016 (hereinafter referred to as the ‘said premises’).
- l) By a fresh certificate of incorporation consequent upon change of name dated 9th July, 2008 issued by the Registrar of Companies, West Bengal, the name of Referral Software Pvt. Ltd. was changed to Raiyan Hotels & Resorts Pvt. Ltd.
- m) By a Deed of Conveyance dated 21st September, 2014 made between the said Raiyan Hotels & Resorts Pvt. Ltd. therein referred to as the Vendor of the First Part and Unrivalled Projects Pvt. Ltd. therein referred to as the Purchaser of the Second Part and registered with the Additional Registrar of Assurances-II, Kolkata in Book NO.I, C.D. Volume No.63, Pages 3603 to 3621 Being No. 12921 for the year 2014 the Vendor therein for the consideration therein mentioned sold, transferred and conveyed to the Purchaser therein and the client herein all that municipal premises No.5A Royd Street, Kolkata – 700 016 together with building, structures standing thereon.
- n) In the circumstances the Vendor herein has become the absolute owner of the said premises.

SCHEDULE ‘B’

DESCRIPTION OF THE APARTMENT AND THE GARAGE/ COVERED PARKING/OPEN PARKING (IF APPLICABLE)

ALL THAT the apartment being Flat No. ___having saleable area of ___square feet, on the ___floor in building ____ (“Building”) in the Project named Park Imperial at Royd Street, within the jurisdiction of _____, under P.S. ___TOGETHER WITH ___carparking space thereat, TOGETHER WITH a store room measuring _____ sq ft (if any) TOGETHER WITH the prorata share in the Common Areas.

SCHEDULE ‘C’

PAYMENT PLAN

The Total Price shall be paid by the Allottee in the following manner:

	TIMELINE	PERCENTAGE
1	At or before the execution hereof	10%

2	On Commencement of Piling	10%
3	On Completion of Piling	10%
4	On Completion of Ground Floor Casting	10%
5	On Completion of 3 rd Floor Casting	10%
6	On Completion of 6 th Floor Casting	10%
7	On Completion of 9 th Floor Casting	7.5%
8	On Completion of 11 th Floor Casting	7.5%
9	On Completion of Brick work of Unit	7.5%
10	On Completion of Fixing of Windows of Unit	7.5%
12	On Possession	10%
	TOTAL	100%

SCHEDULE 'D'

COMMON AREAS, AMENITIES AND FACILITIES

BUILDING/BLOCK COMMON AREAS, AMENITIES AND FACILITIES:

1. Areas:

- (a) Covered paths and passages, lobbies, staircases, landings of the Block and open paths and passages appurtenant or attributable to the Block.
- (b) Stair head room, caretaker room and electric meter room of the Block.
- (c) Lift machine room, chute and lift well of the Block.
- (d) Common installations on the Common Roof.
- (e) Common staff toilet in the ground floor of the Block.
- (f) Common Roof above the top floor of the block.

2. Water and Plumbing:

(a) Overhead water tank, water pipes and sewerage pipes of the Block (save those inside any Flat).

(b) Drains, sewerage pits and pipes within the Block (save those inside any Flat) or attributable thereto.

3. **Electrical and Miscellaneous Installations:**

(a) Electrical Installations including wiring and accessories (save those inside any Flat) for receiving electricity from Electricity Supply Agency or Generator(s) / Standby Power Source to all the Flats in the Block and Common Portions within or attributable to the Block.

(b) Lift and lift machinery of the Block.

(c) Fire fighting equipment and accessories in the Block as directed by the Director of West Bengal Fire Services.

4. **Others:**

Other areas and installations and/or equipment as are provided in the Block for common use and enjoyment.

COMMON AREAS, AMENITIES AND FACILITIES AS ARE COMMON TO ALL THE BLOCKS:

Easement rights and privileges included in the transfer –

1. Full right and liberty for the Buyer and all persons authorized by it (in common with all other persons entitled to the like right) at all times by day and night and for all purposes to go pass and repass over and along the terrace and through and along the main entrances of the building and the passages landings and staircases leading to the said property.

2. Full right and liberty for the Buyer and all persons authorized by it (in common with all other persons entitled to the like right) with or without motor cars and other vehicles at all times by day or by night and for all purposes to go pass and repass over and along the drive ways of the said premises.

3. Full right and liberty for the Buyer and all persons authorized by it (in common with all other persons entitled to the like right) to use the Gymnasium, Community Hall and terrace for the purpose of recreation only.

4. The right to subjacent and lateral support and to shelter and proportion from the other parts of the building and from the sale and roof thereof but without affecting in any manner the rights of the Vendor to and further stories on the roof and enjoy and possess and deal with the same as herein stated.
5. The free and uninterrupted passage and running of water and soil, gas and electricity from and to the said property through the sewers drains and water courses cables pipes wires which now are nor may at any time hereafter be in under or passing through the said premises or any part thereof.
6. The right for the Buyer with servants workmen and others at all reasonable times on notice (except in the case of emergency) to enter into and upon other parts of the said premises and building thereon for the purpose of repairing cleansing maintaining or renewing any such sewers drains and water-courses cables pipes and wires causing as little disturbance as possible and making good any damages caused.
7. The right for the Buyer with servants and others at all reasonable times on notice (except in the case of emergency) to enter into and upon other parts of the said premises and building thereon for the purpose of repairing maintaining renewing altering or rebuilding the apartment or any part of the building giving subjacent or lateral support shelter or protection to the said property.
8. The benefit of the restrictions contained in the transfer of other apartments comprised in the other building on the said premises granted or to be granted.
9. All the above easements rights and privileges are subject to and conditional upon the Buyer's contributing and paying as provided in these presents and also in the Fourth Schedule hereunder written.
10. Full right and liberty for the Buyer (subject to observing terms and conditions for usage thereof) to use swimming pool, Gymnasium and Community Hall and all other common parts and areas of the said premises.

SCHEDULE 'E'

SPECIFICATIONS OF THE APARTMENT

SUPERSTRUCTURE :

RCC framed structure with columns, beams and slabs

WALL :

Internal: Wall Putty Finish

Outer: combination of paint, cladding and glazing

ELECTRICAL WIRING / FITTINGS :

Concealed copper wiring

AC points in all rooms

Geysers points in all toilets

FLOORING :

Drawing / dining vitrified tiles

Master bedroom finished with Wooden Laminate Flooring

Marble/Tiles/Stones in all Common Portions including the stairs

DOORS :

Wooden Door frames, flush doors with accessories

POWER BACKUP :

Full Power back up for Common Areas

Power back-up for flats at extra cost

KITCHEN :

Tiles flooring with granite counter top with stainless steel sink and

drain board

Ceramic tiles up to a height of 2ft above the counter

SECURITY SYSTEMS :

CCTV in common areas

BATHROOM

Anti-Skid Flooring

Ceramic tiles up to door height

Sanitary wares and CP fittings of reputed make

European type W.C. with concealed cistern

Wash basin

WINDOWS

UPVC or Powder Coated Aluminum Windows

LIFT

2 Nos. Automatic lifts of reputed make

WATER SUPPLY /SEWERAGE SYSTEM :

Sewerage/Drainage system from the Block to the main sewerage system.

1. Allottee's Covenants:

The Allottee covenants with the Promoter (which expression shall for the purpose of includes the Association, wherever applicable) and admits and accepts that:

Allottee Aware of and Satisfied with Common Amenities and Facilities and Specifications.

The Allottee, upon full satisfaction and with complete knowledge of the Common Amenities, Facilities and Specifications and all other ancillary matters, is entering into this Agreement. The Allottee has examined and is acquainted with the Project and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Project save and except the Said Apartment.

2. Allottee to Mutate and Pay Rates & Taxes:

The Allottee shall (1) pay all fees and charges and cause mutation in the name of the Allottee in the records of Howrah Municipal Corporation, within 30 (thirty) days from the date of taking conveyance deed of the Said Apartment (Date Of Conveyance) and (2) pay the Rates & Taxes (proportionately for the Project and wholly for the Said Apartment from the Date Of Possession Notice and until the Said Apartment is separately mutated and assessed in favour of the Allottee), on the basis of the bills to be raised by the Promoter/ Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the aforesaid bills.

3. Allottee to Pay Maintenance Charge:

The Allottee shall pay Maintenance Charge on the basis of the bills to be raised by the Promoter or Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that (1) the Allottee shall not claim any deduction or abatement in the bills relating to Maintenance Charge and (2) the Maintenance Charge shall be subject to variation from time to time, at the sole discretion of the Promoter or Association (upon formation).

4. Charge/Lien:

The Promoter shall have first charge and/or lien over the Said Apartment for all amounts due and payable by the Allottee to the Promoter provided however if the Said Apartment is purchased with assistance of a financial institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution provided all dues payable to the Promoter are cleared by the Allottee and/or such financial institution.

5. No Rights of or Obstruction by Allottee:

All open areas in the Project proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Agreement.

6. **Variable Nature of Share In Common Areas:**

The Allottee fully understands and accepts that (1) the Share shall be the proportion which the area of the Said Apartment bears to the total area of all the apartments in the Projects, (2) if the area of the Project is recomputed by the Promoter, then and in such event, the Share shall vary accordingly and proportionately and the Allottee shall not question any variation (including diminution) therein, (3) the Allottee covenants not to demand any refund of the Total Price paid by the Allottee on the ground of or by reason of any variation of the Share, (4) the Share in Common Areas are not divisible and partible, and (5) the Allottee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter, in its absolute discretion.

7. **OBLIGATIONS OF ALLOTTEE:**

The Allottee shall:

7.1 **Co-operate in Management and Maintenance:**

Co-operate in the management and maintenance of the Common Areas facilities and amenities by the Promoter/Association (upon formation), as applicable.

7.2 **Observing Rules:**

Observe the rules framed from time to time by the Promoter/Association (upon formation) for the beneficial common enjoyment of the Common Areas, facilities and amenities.

7.3 **Paying Electricity Charges:**

Pay for electricity and other utilities consumed in or relating to the Said Apartment from the Date of Possession.

7.4 **Meter and Cabling:**

Be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other Apartment owners. The main electricity meter shall be installed only at the space designated for common meters. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables, dish antenna or pipes from, to or through any part or portion of and outside walls of the building in which the Apartment is located save in the manner indicated by the Promoter/Association (upon formation).

7.5 **Residential Use:**

Use the Apartment for residential purpose only. Under no circumstances shall the Allottee use or allow the Apartment to be used for commercial, industrial or other non-residential purposes. The Allottee shall also not use or allow the Apartment to be used as

a religious establishment, hotel, guesthouse, serviced apartment, mess, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

7.6 Maintenance of Apartment:

Repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Apartment, at the cost of the Allottee.

7.7 Use of Common Toilets:

Ensure that the domestic help/service providers visiting the Said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.

7.8 Use of Spittoons / Dustbins:

Use the spittoons / dustbins located at various places in the Project.

7.9 No Alteration:

Not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Apartment and the building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Apartment.

7.10 No Structural Alteration and Prohibited Installations:

Not alter, modify or in any manner change the structure or any civil construction in the Said Apartment and the building. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Building and/or on any external part of the Building and/or the roof thereof. In the event the Promoter and/or the Association coming to know of any change made by the Allottee then the Promoter and/or the Association shall be entitled to demolish the changes and restore the Said Apartment at the cost of the Allottee. In the event any change is made by the Allottee after the Date of Conveyance, then also the Promoter and/or the Association shall be entitled to demolish the changes and restore the Said Apartment to its original position at the cost of the Allottee. The Allottee shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Allottee.

7.11 No Air Conditioning Without Permission:

Not to install any window air-conditioning units anywhere in the Said Apartment and not to change the manner of installation of air-conditioners in the bedrooms (if any) and in such areas where air-conditioners are not installed by the Promoter to install air-conditioners only in designated areas as approved by Promoter.

7.12 No Collapsible Gate:

Not install any collapsible gate save and except at the designated place and in the specific design as may be permitted by the Site in Charge. All costs for such installation shall be borne by the Allottee.

7.13 No Grills :

Not install any grill on the balcony or verandah.

7.14 No Sub-Division:

Not to sub-divide the Said Apartment and the Common Areas, under any circumstances.

7.15 No Change of Name:

Not to change/alter/modify the name of the Building from that mentioned in this Agreement.

7.16 No Nuisance and Disturbance:

Not to use the Said Apartment or the Common Areas or the Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.

7.17 No Storage:

Not to store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.

7.18 No Obstruction to Promoter/Association:

Not to obstruct the Promoter/ Association (upon formation) in their acts relating to the Common Areas, Amenities and Facilities and not obstruct the Promoter in constructing on other portions of the Building, and/or the Project and selling or granting rights to any person on any part of the Said Building.

7.19 No Obstruction of Common Areas:

Not to obstruct the pathways and passages of the Common Areas or use the same for any purpose other than for ingress to and egress from the Said Apartment.

7.20 No Violating Rules:

Not to violate any of the rules and/or regulations laid down by the Promoter / Association (upon formation) for the use of the Common Amenities and facilities.

7.21 No Throwing Refuse:

Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefor.

7.22 No Injurious Activities:

Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, the Parking Space, if any, the Said Building, the Common Areas, including but not limited to acts of vandalism, putting up posters and graffiti.

7.23 No Storing Hazardous Articles:

Not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment, the Common Areas, and the Building.

7.24 No Signage:

Not to put up or affix any sign board, name plate or other things or other similar articles in the Common Areas, inside or outside the windows and/or the outside walls of the Said Apartment/Said Building save at the place or places provided therefor provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the Said Apartment.

7.25 No Floor Damage:

Not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.

7.26 No Installing Generator:

Not to install or keep or run any generator in the Said Apartment.

7.27 No Misuse of Water:

Not to misuse or permit to be misused the water supply to the Said Apartment.

7.28 No Damage to Common Portions:

Not to damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Allottee or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same.

7.29 No Hanging Clothes:

Not to hang or cause to be hung clothes from the balconies of the Said Apartment.

7.30 No Smoking in Public Places:

Not to smoke in public areas of the Project and/or the Building (s) and not to throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but to dispose them in dustbins after ensuring that the fire is fully extinguished from such cigarettes.

7.31 No Plucking Flowers:

Not to pluck flowers or stems from the gardens.

7.32 No Littering:

Not to throw or allow to be thrown litter in the Common Areas of the Said Building /Project.

7.33 No Trespassing:

Not to trespass or allow trespass over lawns and green plants within the Common Areas.

7.34 No Overloading Lifts:

Not to overload the passenger lifts and move goods only through the staircase of the Building.

7.35 No Use of Lifts in Case of Fire:

Not to use the lifts in case of fire.

7.36 No Covering of Common Portions:

Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the Said Apartment.

7.37 Pay Goods & Service Tax:

To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Promoter / Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement.

7.38 Notification regarding Letting/Transfer:

If the Allottee lets out or transfers the Said Apartment, the Allottee shall immediately notify the Promoter/Association (upon formation) of the tenant's/transferee's address and telephone number.

7.39 No Right in Other Areas:

The Allottee shall not have any right, title and interest, claim or entitlement whatsoever over or in respect of the Project/ Building (s) save and except the Said Apartment and the share in the Common Areas , and the Allottee shall not raise any dispute or make any

claim with regard to the Promoter either constructing or not constructing on the other portions of the Project.

7.40 Indemnity:

The Allottee shall keep the Promoter indemnified of from and against all actions, proceedings, damages, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Promoter and/or the Association (upon formation) relating to the Said Building/Project or any part thereof or to any person due to any negligence or any act, deed, thing or omission made, done or occasioned by the Allottee or the servants / agents / licensees / invitees / visitors of the Allottee and/or any breach or non-observance by the Allottee of the Allottee's covenants and/or any of the terms herein contained.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

<p>SIGNED SEALED AND DELIVERED by the withinnamed PROMOTER in the presence of:</p>	
<p>SIGNED SEALED AND DELIVERED by the withinnamed ALLOTTEE in the presence of:</p>	

MEMO OF CONSIDERATION

RECEIVED vide Cheque No. ____ drawn on ____, ____

Branch, from the Allottee the withinmentioned sum of
Rs. _____/- (Rupees _____ only) along with applicable
GST paid as Booking amount in terms of these presents.

Rs. _____/-

(Rupees _____ only)

WITNESS:

PROMOTER

Dated this day of , 2018

BETWEEN

UNRIVALLED PROJECTS PVT LTD

... PROMOTER

AND

_____.

... ALLOTTEE

AGREEMENT FOR SALE

**Fox & Mandal
Advocates
12, Old Post Office Street**