

## **AGREEMENT FOR SALE**

This Agreement for Sale (“**Agreement**”) executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at Kolkata

### **BY AND AMONGST**

**RAMDULLARI CASTLE PRIVATE LIMITED, (PAN AAJCA5581G )** a company incorporated under the Companies Act, 1956 & 2013 (**CIN U70109WB2011PTC163096**), having its registered office at Premises No 24/1/1 Alipore Road, 3<sup>rd</sup> Floor, Police Station: & Post Office Alipore, Kolkata- 700 027, hereinafter referred to as the “**Owner**” duly represented by its Authorised Signatory being Mr. Narendra Kumar Pathak (PAN : ASHPP4630N Aadhaar No : 8043 2640 2228), son of Mr. Kali Kant Pathak, residing at Flat – 301, Sarathi Appt, 260 Parnashree Pally, Parnasree Pally, Kolkata – 700 060vide board resolution dated \_\_\_\_\_ (which expression shall, unless repugnant to the context, be deemed to mean and include its respective successors-in-interest and permitted assigns) of the **FIRST PART**;

AND

**PRIMARC PROJECTS PRIVATE LIMITED (PAN: AADCP8058P), (CIN: U74140WB2006PTC107474)** a company incorporated under the Companies Act, 1956, having its registered office at 7th Floor, LA-1, Salt Lake City, Primarc Square, Broadway, Bidhannagar Sai Complex, Sector 3, Bidhannagar, North 24 Parganas, West Bengal, 700098 , West Bengal, duly represented by its Director/authorized signatory, \_\_\_\_\_ (PAN \_\_\_\_\_) & (DIN \_\_\_\_\_), \_\_\_\_\_, residing at \_\_\_\_\_, Police Station: \_\_\_\_\_, Post Office: \_\_\_\_\_, Kolkata- \_\_\_\_\_, vide board resolution dated \_\_\_\_\_, hereinafter referred to as the “**Promoter**” (which expression shall, unless repugnant to the context, be deemed to mean and include its respective successors-in-interest and permitted assigns) of the **SECOND PART**;

AND

**Mr [•], [PAN: [•]],** son of [•] and **Mrs [•] [PAN: [•]]** wife of [•] both residing at [•] P.S: [•], P.O: [•] hereinafter collectively referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof mean and include his/her/their heirs, representatives, successors-in-interest, executors and/or permitted assigns) of the **THIRD PART**.

[OR]

[•] [PAN: [•]] a company within the meaning of the Companies Act, 2013 and having its registered office at [•] P.S: [•], P.O: [•], Kolkata- [•] duly represented by Authorized Signatory [•] [PAN: [•]] son of [•] residing at [•], P.O: [•] P.S: [•], Kolkata- [•], hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-interest and permitted assigns) of the **THIRD PART**.

[OR]

[•] [PAN: [•]], a partnership firm established under the Indian Partnership Act, 1932 and having its office at [•], P.O: [•], P.S: [•], Kolkata- [•] and represented by its authorised partner [•] [PAN: [•]], son of [•] and residing at [•], P.S: [•], P.O: [•], Kolkata- [•], hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof mean and include the partners of the firm for the time being and their successors and permitted assigns) of the **THIRD PART**.

[OR]

[•] [PAN: [•]], a trust/society established under the Indian Trusts Act, 1882/Societies Registration Act, 1860 and having its office at [•], P.S: [•], P.O: [•], Kolkata- [•] and represented by its [•], Mr [•] [PAN: [•]], son of [•] and residing at [•], P.S: [•], P.O: [•], Kolkata- [•], hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof mean and include all the trustees of the trust for the time being/all the members of the Governing Body of the society for the time being and their successors-in-office and permitted assigns) of the **THIRD PART**.

[OR]

Mr [•] [PAN: [•]], son of [•], residing at [•], P.S: [•], P.O: [•], Kolkata- [•] for Karta of the Hindu Joint Mitakshara Family known as [•], HUF [PAN: [•]], having its place of business/residence at [•], P.S: [•], P.O: [•]- Kolkata-[•] hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**.

(Please insert details of other Allottee(s) in case of more than one Allottee)

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

**WHEREAS:**

- A. By a Demerger order dated 10<sup>th</sup> February 2020, the Hon’ble National Company Law Tribunal, Kolkata Bench, in CA (CAA) No. 376/KB/2019 approved the Scheme of Arrangement between M/s. Vijai Shree Private Limited therein referred to as Demerging Company of the One Part and Ramdullari Castle Private Limited, therein referred to as the Resulting Company, whereby the said M/s. Vijai Shree Private Limited transferred all the property, rights and interest of the Real Estate Segment being demarcated land of 12,444 Square metres, equivalent to 3.07523 Acres more or less, morefully, described in **Schedule 1 Part A** herein under , in favour of M/s. Ramdullari Castle Private Limited with effect from 1<sup>st</sup> April 2018 absolutely and forever.
- B. The Howrah Municipal Corporation (HMC) vide Memo No. 6849/20-21 dated 10<sup>th</sup> March 2021 recorded the demerger and renumbered the above mentioned piece and parcel of land containing an area of 12,444 Square Meters, more or less, together with the building and structures standing thereon as premises Nos. 47+48/2, Raj Narayan Roy Chowdhury Ghat Road, P.S. Shibpur, Ward No. 36, within the limits of Howrah Municipal Corporation, District Howrah(herein after referred to as the “**Said Property**”) and morefully, described in **Schedule 1 Part A** herein under.
- C. By a development agreement dated 5th May 2022, registered with the Additional Registrar of Assurances - IV, Kolkata and recorded in Book No. I, Volume No. 1904-2022, Pages 531995 to 532053, Being No. 190407647 for the year 2022 (“**Development Agreement**”), executed between the Owner and the Promoter, the Owner appointed the Promoter to develop the Said Property and commercially exploit the same on the mutually agreed terms and conditions mentioned therein. In pursuance of the said Development Agreement, the Owner executed a Power of Attorney dated 16<sup>th</sup> May, 2022 and registered at the office of the Additional Registrar of Assurances-IV, Kolkata and recorded in Book No. I, Volume No. 1904-2022, Pages 566390 to 566423, Being No. 190408302 for the year 2022 (“**Power of Attorney**”) whereby the Owner authorized the Promoter, *inter alia*, to deal with the Said Property for the purpose of the development of the same and on other terms and conditions mentioned therein.

- D.** Further, the said Demerger order dated 10<sup>th</sup> February 2020 was duly stamped and registered with the Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2023, in Pages 954623 to 954707 Being No. 17223 for the year 2023.
- E.** It was thereafter brought to the knowledge of the Owner that the Said Property was vested with the Government of West Bengal in terms of Sec. 6(3) of the West Bengal Estates Acquisition Act, 1953.
- F.** During the subsistence of the ongoing development plans as envisaged in the Development Agreement, the Owner applied to the Department of Land and Land Reforms and Refugee Relief and Rehabilitation vide application dated 10<sup>th</sup> October 2023 for obtaining conversion of the Said Property on applicable salami as per rule 6A or 6B of the West Bengal Land Reform Rules, 1965 envisaged in Notification No.631-LP dated 18<sup>th</sup> February 2020 and freehold Settlement as per Notification No. 2701-LP/1A-03/23 dated 10<sup>th</sup> July 2023.
- G.** The Government of West Bengal by an Order Being Memo No. 1180-LP/5M-76/23 dated 12<sup>th</sup> March 2024, was pleased to accord sanction for conversion and freehold transfer of the Said Property for setting up of a mini township, in favour of the Owner subject to payment of the requisite salami and conversion fees as per the demand raised and on the terms and conditions stated therein.
- H.** That the Owner has since paid the requisite salami and conversion fees to the Government of West Bengal for Conversion and Freehold Settlement vide TR Form No.7 being challan Nos. CHL-6814 and CHL-06815 dated 14<sup>th</sup> March 2024.
- I.** The Government of West Bengal handed over physical possession of the Said Property to the Owner on 27<sup>th</sup> March 2024 in accordance to the Memo No. 265/TSU/2024.
- J.** By a Deed of Conveyance dated 8<sup>th</sup> April 2024 made between the Governor of The State of West Bengal, therein referred to as the Executor of the One Part and Ramdullari Castle Private Limited, therein referred to as the Allottee of the Other Part and registered at the office of the Additional Registrar of Assurances IV, Kolkata West Bengal, duly recorded in Book -I, Volume No. 1904-2024, Pages 255596 to 255614, Deed No. 190405000 for the year 2024 therein at and for the consideration therein mentioned, the Governor of The State of West Bengal transferred, conveyed and granted the Said Property on the terms and conditions mentioned therein ("**Conveyance Deed**").
- K.** By a Deed of Declaration dated 25<sup>th</sup> April 2024, made between the Governor of the State of West Bengal therein referred to as the Executor/Declarant of the One Part, and the Owner herein, therein referred to as the Allottee of the Other Part and registered with the Additional Registrar of Assurances- IV, Kolkata duly recorded in Book No. IV, Volume No. 1904-2024, Pages from 3517 to 3545 being Deed No. 190400162 for the year 2024 ("**Deed of Declaration**"), the Governor of the State of West Bengal rectified the Conveyance Deed thereby recording the rectification in the spelling of "**CASTLE**" in the name of the Allottee therein, being the Owner herein.
- L.** The said Ramdullari Castle Private Limited, the Owner herein, thus became seized possessed and otherwise well and sufficiently entitled to the Said Property on freehold basis.

- M.** The Parties thereafter entered and registered a Supplemental Agreement dated 10<sup>th</sup> May, 2024 at the office of Additional Registrar of Assurances -IV of Kolkata West Bengal, duly recorded in, Book -I, Volume No. 1904-2024, Pages 350878 to 350895, being Deed No. 190406668 for the year 2024 to record the above events (hereinafter referred to as the “**Supplemental Agreement**”).
- N.** For betterment of the Project, and upon the request of the Owner herein, the President of India acting through the Sr.(DEN)/HQ/HWH, DRM office, Howrah Division, Eastern Railway, Government of India granted the Owner lease for passage /Entrance for the purpose of access from Foreshore Road to the Said Property (“**Railway Land**”). Subsequently, vide a Lease Deed dated 17<sup>th</sup> January, 2025 executed by and between the President of India acting through the Sr.(DEN)/HQ/HWH, DRM office, Howrah Division, Eastern Railway, Government of India therein referred to as the Lessor of the One Part and Ramdullari Castle Private Limited, therein referred to as the Lessee of the Other Part and registered at the office of Additional Registrar of Assurances -II of Kolkata West Bengal, duly recorded in, Book -I, Volume No. 1902-2025, Pages 218838 to 218876, being Deed No. 190205003 for the year 2025 and for the consideration therein mentioned, the Lessor therein granted the Said Property in favour of Ramdullari Castle Private Limited/Lessee on a long term basis for 32 (thirty two) years valid up to 31.03.2057, on the terms and conditions mentioned therein (“**Railway Lease Agreement**”).
- O.** For the betterment of the Project , the Owner, gifted and/or transferred a strip of land from within the Said Property in favour of Howrah Municipal Corporation for the purpose of corner’s splay admeasuring an area of 30.893 sqft or 2.87 sqmt, more or less, and accordingly executed and registered a Gift in favour of the Commissioner of Howrah Municipal Corporation dated 3<sup>rd</sup> May , 2025 at the office of Additional Registrar of Assurances -II of Kolkata West Bengal, duly recorded in, Book -I, Volume No. 1902-2025, Pages 224921 to 224934, being Deed No. 190205002 for the year 2025.
- P.** The Owner further states since the boundary line of the east side of the Said Property as mentioned hereinabove, encroached the land of the railways abutting Foreshore Road, the physical boundary line of the Said Property was revised and accordingly a strip of land equivalent to 0.01623 Acres more or less was left from the Said Property and the Owner executed a ‘Boundary Declaration’, dated 8<sup>th</sup> July, 2025 for the land 3.059 Acres equivalent to 12380.965 Sq. Mt. more or less .and registered at the office of Additional Registrar of Assurances -II of Kolkata West Bengal, duly recorded in, Book -I, Volume No. 1902-2025, Pages 385876 to 385888, being Deed No. 190208091 for the year 2025, to give effect to the said revised boundary line.
- Q.** For the further betterment of the Project, the Owners shall transfer a portion of the Said Property admeasuring 135 sqmt for the purpose of compactor which has earmarked the said Premises defined herein below.
- R.** Subsequently the Owner and the Promoter agreed that the land area for development thus stands modified to 3.025 Acres equivalent to 12243 square metre, more or less, comprised in Premises No. 47+48/2 Raj Narayan Roy Chowdhury Ghat Road, Police Station – Shibpur, Ward – 36, Howrah – 711102 hereinafter referred to as the “**Said Premises**”

shown in “**RED**” colour in the map/plan annexed hereto and marked as “**Annexure A**” and more fully and particularly described in **PART B of SCHEDULE 1** hereunder written. .

- S. In pursuance to the above, the Said Premises is earmarked for the purpose of development of a residential project comprising of Tower A, consisting G + 24 Floors, Tower B & Tower C consisting of G+ 25 Floors (“**Building**”) and other common areas, parts, portions, facilities, amenities, utilities and installations proposed to be constructed within the Building and the Said Premises (“**Project**”) by the Promoter. The Railway Land shall always be considered a part of the Project only as a means of access to the Said Premises.
- T. The Owner and the Promoter are fully competent to enter into this Agreement and all the legal formalities with respect to their right, title and interest in respect of the Said Premises, Railway Land and the Project proposed to be constructed thereat.
- U. The Promoter, for the purpose of development of the Project, has caused a building plan to be sanctioned by the HMC vide building permit No. SWS-OBPAS/1902/2025/0894 dated 6<sup>th</sup> August 2025 (“**Project Plan**”). The Promoter agrees and undertakes that it shall not make any changes to the Project Plan except in strict compliance with Section 14 of the Real Estate (Regulation and Development) Act, 2016 (“**Act**”) and other laws as applicable.
- V. The Promoter, has since registered the said Project with the Real Estate Regulatory Authority (the “**Authority**”) constituted under the relevant provisions and/or sections (the “**Sections**”) of the Real Estate (Regulation and Development) Act 2016 as made applicable in the state of West Bengal (the “**Act**”) read with the West Bengal Real Estate (Regulation and Development) Rules, 2021 (the “**Rules**”) under registration No. **WBRERA/P/HOW/2025/003467**.
- W. The Promoter has provided limited number of marked and numbered open parking areas within the Project in conformity with the Project Plan for the benefit of the allottees of the Project and such open Parking areas shall be treated as a part of the Common Areas (*defined herein below*) of the Project. In terms of this Agreement, the Promoter has agreed to grant the exclusive right to park a vehicle in one of such open parking area (“**Open Parking Space**”) to the Allottee on a “FIRST COME FIRST SERVED” basis and with the sole objective of maintaining peace and harmony amongst the allottees. The Open Parking Space shall be reserved for use of Allottee herein to the exclusion of the other allottees in the Project and such right to exclusive use of the Allottee shall be an indefeasible, inseparable and a vested right running with the Unit (*defined herein below*).
- X. The Allottee has applied for the allotment of a residential apartment in the Project, vide Application No. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted **ALL THAT** unit No. \_\_\_\_\_ having unit carpet area of \_\_\_\_\_ square feet, together with an exclusive balcony having carpet area of \_\_\_\_\_ square feet, together with Store room, if any, having carpet area of \_\_\_\_\_ square feet, together with an exclusive open terrace, if any, having carpet area of \_\_\_\_\_ square feet. Total Chargeable Area of \_\_\_\_\_ square feet, more or less (being carpet area of unit + exclusive balcony carpet area + area of Store room carpet area + 50% of Terrace carpet Area), altogether located in Tower \_\_\_\_\_ at the \_\_\_\_\_ Floor of the Building in the Project named “**Primarc Aadvika**” **TOGETHER WITH** \_\_\_\_\_ numbers of Covered Mechanical A/Covered Mechanical B/ Covered Independent/ Covered Puzzle Parking , located at the Said Premises (hereinafter referred to and identified as the “**Parking**”

**Space**") (hereinafter collectively referred to and identified as the "**Unit**") **TOGETHER WITH** the perpetual irrevocable proportionate right to use the common areas parts, portions, facilities, amenities, utilities and installations, more fully ,described in **SCHEDULE 3** hereunder written ("**Common Areas**") in common with the remaining allottees/purchasers/lawful occupants of the Project and the Owner and the Promoter (in respect of the unallotted apartments and parking space(s) in the Project) (hereinafter collectively referred to and identified as the "**Apartment**" which is more fully described in **SCHEDULE 2** hereto) and the unit is delineated in **Yellow** colour on **MAP/PLAN** annexed hereto and marked as "**Annexure B**".

- Y.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed here.
- Z.** The Allottee has caused necessary due diligence and satisfied himself/itself about the rights, title and interest of the Owner and the Promoter in respect of the Said Premises and the Project proposed to be developed thereat and all legal incidents and matters in relation thereto and/or affecting the Project and has accepted the same to be free from all encumbrances whatsoever and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith. The Allottee has also inspected the sanctioned plans, layout plans along with specifications approved by the competent authority for the Building and the Project by the concerned authorities and agrees and covenants not to raise any objection with regard thereto.
- AA.** 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.
- BB.** 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.
- CC.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter and the Owner hereby agree to sell and the Allottee hereby agrees to purchase the Apartment as specified in paragraph **X**;

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

**1. TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter and the Owner agree to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in paragraph X;
- 1.2 The Total Price for the Unit based on the carpet area is Rs. \_\_\_\_\_/- (Indian Rupees \_\_\_\_\_ only) ("**Total Price**") as also mentioned in **Part - I** of **SCHEDULE 5**

hereunder written, break up whereof is as follows:

Sl. No.	Description	Amount (In INR)
A.	<b>Unit Price:</b>  a) Cost of unit carpet area b) Cost of Balcony carpet Area c) Cost of 50% of open Terrace areas d) Store room, if any e) Parking Space f) Floor Rise Charges g) Preferential Location Charges	<p style="text-align: center;"><i>[Please specify total]</i></p>
<b>Sub-Total</b>		<b>Rs. _____/-</b>
B.	<b>Other Charges:</b> (a) Proportionate share of installation of Transformer and electricity connection calculated @ Rs _____/- Chargeable Area ** (b) Legal/documentation Charges per Apartment. This shall include documentation charges and exclude registration/commissioning charges, stamp duty and registration fees, which shall be paid extra by the Allottee at actuals (c) Club Membership Charges @ Rs. _____/- Chargeable Area. (d) Proportionate share of costs, charges and expenses of Generator @Rs. _____/- per KVA (2,5 KVA for 3 BHK/3 KVA for 3.5 & 4 BHK/3.5 KVA for 4.5 & 5BHK/5KVA for Duplex Apartment) (e) Air-conditioning in the unit (HVAC) @ Rs. _____/- per sq. ft. of Chargeable area OR Air-conditioning in the unit (HVAC) @ Rs. _____/- per sq. ft. of Chargeable area for Duplex Apartment (f) Gas Bank Charges per unit (g) Contribution for becoming Member of the Association	(a) Rs. _____/- (Rupees _____ only)  (b) Rs _____/- (Rupees _____ only)  (c) Rs _____ . /- (Rupees _____ Only)  (d) Rs _____/--(Rupees _____ only)  (e) Rs _____/--(Rupees _____ only)  (f) Rs. _____/-(Rupees _____ only) (g) Rs. _____/- (Rupees _____ only)

	Sub-Total	Rs. _____/-
C	Total GST	Rs. _____/-
	<b>Total Price (A + B + C)</b>	<b>Rs. _____/-</b>

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 Electric Meter;
- (b) Stamp Duty/Registration Charges/Commissioning charges and other Incidental Expenses;
- (c) Charges for mutation and separate assessment of the unit mutation fee, if any, and other miscellaneous charges and incidental charges in relation to the mutation;
- (d) Costs, charges and expenses for individual satellite cable TV connection as per actuals;
- (e) Interest Free Sinking Fund amounting to Rs \_\_\_\_\_/- per unit on Chargeable Area at the time of notice of possession;
- (f) Interest free advance common area maintenance charges to be paid for 24 months as per prevailing rates at the time of notice of possession; \*
- (g) Charges for Changes to be made as per Rule 25 of KMC Act and Rules, at actuals, if applicable on pro-rata basis;

**Notes:**

*\*Interest Free advance common area maintenance charges shall be calculated as per the then prevailing rates at the time of possession.*

*The above-mentioned Interest free Advance common area maintenance and Interest Free Sinking Fund shall be taken by the Promoter in the name of the interim body/Association and on its behalf, if such body formed by the time the payment is taken and if not formed, then in the name of the Promoter. The Interest Free Sinking Fund **and Interest free Advance common area maintenance**, if taken by the Promoter in its own name, shall be transferred by the Promoter to the association of the Apartment owners upon its formation.*

*\*\* Any extra cost over and above the rate mentioned above, if incurred by the Promoter at the time of installation of the transformer and electricity connection shall be charged proportionately on actual basis.*

**Explanation:**

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment; Booking Amount shall be mean and/or a sum of Rs. \_\_\_\_\_/- (Indian Rupees \_\_\_\_\_ only) (being 10% of the Unit Price excluding GST.)
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, GST, CGST, if any, as per law 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 or the Deemed Date of possession of the Unit to the

Allottee.

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;

- (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 within 30 (thirty) days from the date of such written intimation. 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: 1) pro rata share in the Common Areas; and 2) Parking Space as provided in the Agreement.
- 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/e-mail being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Part II of SCHEDULE 5** hereunder written (“**Payment Plan**”). The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments at a mutually agreed percentage to be decided and agreed by the Allottee for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the Promoter.
- 1.5 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 therein in respect of the Apartment or Project, as the case may be, without the previous written consent of the Allottee. 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.
- 1.6 The Promoter shall confirm the final carpet area of the unit that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate/occupancy certificate (or such other certificate by whatever name called is 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 any reduction in the carpet area within the defined limit then the Promoter shall refund and /or adjust the excess money paid by the Allottee at the time of final possession or within 45 (forty-five) days from the date of final demand for possession, along with annual interest at the rate

specified in the West Bengal Real Estate (Regulation and Development) Rules, 2021 (“**Rules**”) which is currently equivalent to the prevailing Prime Lending Rate of the State Bank of India plus 2% (two percent) per annum calculated , from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Part II of SCHEDULE 5 hereunder written**. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1.7 Subject to Clause 9.3, the Promoter agrees and acknowledges that the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Unit;
- (ii) The Allottee shall also have the right to use undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter and Owner shall convey undivided proportionate title in the Common Areas to the Association of allottees as provided in the Act;
- (iii) The Allottee shall have the right to access the Said Premises through the Railway Land solely for the purpose of ingress and egress to the Said Premises.

1.8 That the computation of the price of the Apartment includes recovery of price of land, construction of not only the Unit but also the Common Areas, parking space(s), internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the Common Areas etc. and includes cost for providing all other facilities as provided within the Project. It is made clear by the Promoter and the Allottee agrees that the Apartment (including the 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 Said Premises 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 the Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

It is understood by the Allottee that all other areas, that is, areas and facilities falling outside the Project, namely “**the Railway Land**” shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972

1.9 The Promoter agrees to pay all outgoings till the obtainment of Occupancy Certificate and/or Completion Certificate and/or Partial Completion Certificate, which it has collected from the Allottee for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other

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

- 1.10 The Allottee has paid a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (including GST) (“**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 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 for which is payable, he shall be liable to pay interest at the rate specified in the Rules (which is currently equivalent to the prevailing Prime Lending Rate of the State Bank of India plus 2% (two percent) per annum).

## 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/e-mail by the Promoter, within the stipulated time as mentioned in the Payment Plan through account payee cheque/demand draft/ banker’s cheque or online payment (as applicable) in favour of “**Primarc Projects Private Limited**” payable at Kolkata or in the manner mentioned in the said demand/email.

## 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/modifications) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The 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, the Allottee shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility with regard to matters specified in para/ clause 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 the Allottee's name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

#### **5. TIME IS ESSENCE**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project and handing over the Unit to the Allottee and the Common Areas to the Association of allottees after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in the Payment Plan in **Part II** in **SCHEDULE-5** hereunder written.

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

The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, layout plan and floor plan of the unit [annexed with this Agreement as shown in **Annexure-B**] and have accepted the same 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 Howrah Municipal Corporation Act, 1980 and shall not have an option to make any variation /alteration /modification in such plans or 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 Unit is the essence of the Agreement. The Promoter, based on the approved plan and specifications, assures to hand over possession of the Apartment on **18.08.2030**, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature and any event or happening which is beyond the control of the Promoter affecting the regular

development of the Project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the 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 45 (forty-five) days from that date. 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 completion certificate, whichever be applicable, from the competent authority, within a maximum period of 90 (Ninety) days from the date of such certificate, shall issue a notice in writing ("**NOTICE OF POSSESSION**") by speed post/e-mail in favour of the Allottee calling upon the Allottee to take possession of the Unit within a maximum of 45 (forty five) days from the date of the said Notice by the Allottee (the "**POSSESSION DATE/ DEEMED DATE OF POSSESSION**").

Provided that the conveyance deed in favour of the Allottee shall be executed and registered by the Promoter and Owner, as the case may be (subject, however, to the Allottee making all payments as mentioned in the **Part II of Schedule-5** hereto and taking possession of the Apartment in terms of the Notice Of Possession and making payment of the stamp duty, registration charges and legal charges & expenses to the Promoter as per requisition of the Promoter) within 3 (three) months from the date of issue of occupancy/ completion certificate (or such other certificate by whatever name called issued by the competent authority) and the Allottee shall be bound to register the conveyance deed within the time stipulated above. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession and/or from the Deemed Date of Possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be.

- 7.3 **Failure of Allottee to take Possession of Apartment:** Upon receiving the Notice of Possession from the Promoter as per clause 7.2, the Allottee shall take possession of the Unit 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 "the Notice of Possession" as mentioned in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges, taxes as specified in para 7.2 and all other outgoings mentioned in this Agreement.

- 7.4 **Possession by the Allottee:** After obtaining the occupancy / completion certificate (or such other certificate by whatever name called issued by the competent authority) and handing over physical possession of the Unit to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the Association of the Allottees or the competent authority, as the case may be, as per the local laws.

- 7.5 **Cancellation by Allottee:** The Allottee shall have the right to cancel/ withdraw his/her/its 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 shall subject to Clause 37 herein below, be entitled to forfeit the Booking Amount paid for the allotment and together with deduction of such other tax/levy as may be applicable at the time of such withdrawal by the Allottee. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation.

7.6 **Compensation**

The Owner shall compensate the Allottee in case of any loss caused to him due to defective title of the Said Premises, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for 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 (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of its business as a Promoter on account of suspension or revocation of the registration, if any, under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules (which is currently equivalent to the prevailing Prime Lending Rate of the State Bank of India plus 2% (two percent) per annum) within 45 days including compensation in the manner as provided under the Act.

Provided that where the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules (which is currently equivalent to the prevailing Prime Lending Rate of the State Bank of India plus 2% (two percent) per annum) for every month of delay, till the handing over of the possession of the Apartment and/or Deemed Date of Possession of the Apartment, whichever is earlier.

8. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

- (a) The Promoter has requisite rights to carry out development upon the Said Premises and absolute, actual, physical and legal possession of the Said Premises for the Project;
- (b) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (c) There are no encumbrances upon the Said Premises or the Project. except that the

Promoter has taken a loan from ICICI Bank Limited (said bank)/financial institution(s) against security of the Said Premises and the construction having already been made and/or being made. The Promoter shall cause the said bank(s), 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 said Apartment and the Promoter further undertake that the Promoter shall cause the said bank(s) to release the said 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.

- (d) There are no litigations pending before any Court of law with respect to the Said Premises, Project or the Apartment;
- (e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Premises and Apartment 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, Said Premises, Building and Unit and common areas;
- (f) 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;
- (g) 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 Said Premises including the Project and the Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (h) 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;
- (i) At the time of execution of the conveyance deed the Promoter along with the Owner, if applicable, shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee and along with the Owner, handover the Common Areas to the Association of the Allottees;
- (j) The Said Premises 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 Premises;
- (k) 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 has been obtained and possession of the Apartment has been taken over and/or the Deemed Date of Possession of the Apartment, whichever is earlier;

- (l) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Said Premises) has been received by or served upon the Promoter in respect of the Said Premises and/or the Project.;
- (m) That the Said Premises is not Waqf property.

## **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 Unit to the Allottee within the time period specified herein. For the purpose of this clause, 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter's business as a Promoter 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 the Promoter under the conditions listed above, the Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal 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 to the Promoter under any head whatsoever towards the purchase of the Apartment, along with interest at the rate specified in the Rules (which is currently equivalent to the prevailing Prime Lending Rate of the State Bank of India plus 2% (two percent) per annum) within 45 (forty-five) days of receiving the termination notice:

Provided that where the Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate specified in the Rules (which is currently equivalent to the prevailing Prime Lending Rate of the State Bank of India plus 2% (two percent) per annum), for every month of delay till the handing over of the possession of the Apartment.

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

- (i) In case the Allottee fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan 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 as may prescribed in the Rules (which is currently equivalent to the prevailing Prime Lending Rate of the State Bank of India plus 2% (two percent) per annum) on all unpaid amount 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 Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice for rectification of default from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment in favour of the Allottee and terminate this Agreement and refund the amount money paid to it by the Allottee by 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.

#### **10. CONVEYANCE OF THE SAID APARTMENT**

The Promoter along with the Owner, if applicable on receipt of the Total Price of the Apartment as per para 1.2 along with any other dues under the Agreement from the Allottee and other amounts elsewhere herein mentioned, shall execute a conveyance deed and convey the title of the Unit together with right to use proportionate indivisible share in the Common Areas to the Allottee within 3 (three) months from the date of issuance of the completion/occupancy certificate

However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

#### **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. The cost of such maintenance has been included in the Total Price of the Unit.

#### **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 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 and/or Deemed Date of Possession, whichever is earlier, 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 the Act.

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

The Allottee hereby agrees to purchase the Apartment on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

**14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS**

The Promoter/ maintenance agency /association of Allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking and parking spaces/ Basement and other 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.

**15. 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, firefighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services 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

**16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- 16.1 Subject to Clause 12 above, the Allottee shall, from the Deemed Date of Possession /or after taking possession, whichever is earlier, be solely responsible to maintain the Unit 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 Unit, 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 Unit and keep the Unit, 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.

- 16.2 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, buildings 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 Unit.
- 16.3 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.

#### **17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC BY ALLOTTEE**

The Allottee is entering into this Agreement for the allotment of the Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this Project in particular. The Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use of the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Apartment at his/ her own cost.

#### **18. 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 Project Plan has been approved by the competent authority(ies) except for as provided in the Act.

#### **19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE**

After the Promoter executes this Agreement it 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.

#### **20. 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 has duly complied with and/or will comply with all such laws/regulations as applicable in the State of West Bengal.

## **21. 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, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Registrar/Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the concerned Registrar/Sub-Registrar/Registrar of Assurance 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, the 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.

## **22. ENTIRE AGREEMENT**

This Agreement, along with its schedules and annexures, 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 Apartment, as the case may be.

## **23. RIGHT TO AMEND**

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

## **24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:**

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

## **25. WAIVER NOT A LIMITATION TO ENFORCE**

25.1 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 as mentioned in **Part-II of Schedule- 5** hereunder mentioned 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.

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

**26. SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**27. 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 Project, the same shall be the proportion which the carpet area of the unit bears to the total carpet area of all the Units in the Project.

**28. 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.

**29. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter and the Owner, if applicable, 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 Kolkata after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the concerned Registrar/ Sub-Registrar at Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

**30. NOTICES**

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

**Allottee:**

\_\_\_\_\_

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**Promoter:**

**PRIMARC PROJECTS PRIVATE LIMITED**

7th Floor, LA-1, Salt Lake City, Primarc Square,  
Broadway, Bidhannagar Sai Complex, Sector 3,  
Bidhannagar, North 24 Parganas,  
West Bengal, 700098

**Owner:**

**RAMDULLARI CASTLE PRIVATE LIMITED,**

Premises No 24/1/1 Alipore Road, 3<sup>rd</sup> Floor,  
Police Station: & Post Office Alipore,  
Kolkata- 700 027

It shall be the duty of the Allottee, the Promoter and the Owner 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.

**31. 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.

**32. GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

**33. DISPUTE RESOLUTION**

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

**34. ADDITIONAL TERMS:** The additional terms and conditions as per the contractual understanding between the Parties are recorded hereunder. However, it is expressly clarified that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above:

35. In respect of Clause 2 of this Agreement, it is clarified that the Allottee shall be liable to remit each instalment as mentioned in the Payment Schedule after deducting TDS as applicable. Outstation cheques shall not be accepted. Further, on dishonour of a cheque on any ground whatsoever, the Allottee shall be liable to pay to the Promoter a charge of Rupees Five hundred only plus applicable taxes, for every such dishonour.
36. In respect of clause 7.1, 7.5, 7.6, 9.2, 9.3 and 21 of this Agreement, it is clarified that all amounts collected as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be responsible/liable to approach the authorities concerned for refund of such GST.
37. In respect of clause 7.5 and 9.3 above of this Agreement:
- (a) The Allottee agrees that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter shall make such refund of amounts as mentioned in Clause 7.5 and 9.3 above without any further 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. 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, the Promoter shall refund to the Allottee amounts as mentioned in Clause 7.5 and 9.3 above.
  - (b) The Allottee further understands and agrees to pay the necessary Stamp Duty, registration fees, all other charges and expenses if any, that may be payable for registration of the Deed of Cancellation. The Allottee further understands that on such cancellation, the amounts already paid towards Stamp Duty and registration fee of this Agreement for Sale is nonadjustable or non-refundable.
  - (c) In the event the Allottee is unable to execute the said Cancellation Deed; the Promoter shall have the right to unilaterally execute and/or register the said Cancellation Deed and the Allottee shall not object to the same.
38. In respect of clause 8 of this Agreement, the Owner hereby represents and warrants to the Allottee as follows:
- (i) The Owner has the absolute, clear and marketable title with respect to the Said Premises;
  - (ii) The Said Premises 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 Premises;
  - (iii) The Owner has not received any notice from any authority for acquisition, requisition or vesting of the Said Premises or any part thereof and declare that the Said Premises is not affected by the scheme of any municipal authority or government or any other statutory body.

- (iv) The Owner does not hold any excess vacant land under the Urban Land (Ceiling and Regulations) Act, 1976 and any excess land under the West Bengal Land Reforms Act, 1955.
- (v) The Owner has full authority and power to sell, convey and transfer the Said Premises in favour of the Association of allottees of the Project.
- (vi) No tax, rates, cess, royalty etc. in respect of the Said Premises or any part thereof is due to any authority or government.
- (vii) No person or persons have any right of pre-emption over and in respect of the Said Premises or any part thereof.
- (viii) The Owner is the sole and absolute owner of the Said Premises or any part thereof and the Said Premises or any part thereof is free from and against all and/or any encumbrances, demands, claims, charges, liens, mortgages, debts, prohibitions, restrictions, trusts, debentures, uses, rights, attachments, executions, lis pendens, requisitions, acquisitions, alignments, defects and liabilities whatsoever and is sufficiently entitled to pass a clear marketable title in respect of the Said Premises or part thereof.
- (ix) The Owner shall hand over to the Association of allottees of the Project all original title deeds, writings, muniments and other evidences of title pertaining to the Said Premises in conformity with the provisions of the Act.

**39. In respect of clause 10 of this Agreement,**

- (i) It is clarified that the conveyance deed shall be drafted by the Advocates of the Promoter.
- (ii) The Promoter shall not be liable to execute or cause to be executed any conveyance deed or other instruments or deliver possession of the Apartment in favour of the Allottee until such time the Allottee makes payment of all amounts (including all other charges) agreed and required to be paid hereunder by the Allottee AND the Allottee has fully performed all the terms conditions and covenants of this Agreement and on the part of the Allottee to be observed and performed until then.
- (iii) All liabilities owing to non-registration of the conveyance deed for the reasons solely attributable to the Allottee shall be to the account of the Allottee and the Allottee shall indemnify and keep the Promoter saved harmless and indemnified of from and against all losses damages costs claims demands suffered or incurred or likely to be suffered or incurred by the Promoter.

**39.1 Transfer/conveyance of Common Area Share and User Rights:** At the time of Conveyance of the Apartment to the Allottee, the Allottee has been categorically made aware by the Promoters that the extent of the Common Areas and/or the rights appurtenant thereto being conveyed/transferred to the Allottee is on the Right to Use

basis and the same is being transferred as per the Act and/or the Rules and Regulations made thereunder.

The proportionate undivided share of the Allottee in the Common Areas is to be conveyed and transferred to the Association of Allottees in compliance of the provisions of the Act and/or the Rules and Regulations made thereunder and/or Rules or Regulations and the Notification dated 4<sup>th</sup> May, 2023 issued by the Government of West Bengal, Finance Department. The representatives of the Association of Allottees, as and when formed, shall attend the execution and registration of the deeds of transfer / sale to be made in favour of the Association of Allottees and further the Allottee as a member of the Association agrees to bear the proportionate cost of such transfer, as may be assessed by the Registration Authority.

This obligation as aforesaid of the Allottee as a member of the Association to be formed, shall be an essential covenant to be unconditionally complied with by the Allottee and be deemed to be a covenant running with the land till it is complied with and/or be deemed to have been complied with by the Allottee.

**40.** The following clauses are to be read in continuation with Clause 11 hereinabove:

The cost of such maintenance as mentioned in clause 11 above is payable by the Allottee from Possession Date and/or from the Deemed Possession Date, as mentioned in 7.2 above, whichever is earlier, proportionately as per the rates to be calculated on per square feet basis (of the carpet area of the unit 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 allottee, as the case may be,

**41.** In respect of clause 12 of this Agreement, it is expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving to the Promoter the opportunity to inspect assess and determine the nature of such defect (which inspection Promoter shall be required to complete within 30 working days of receipt of the notice from the Allottee), alters the state and condition of such defect, then the Promoter shall be relieved of its obligations contained in clause 12 of this Agreement and the Allottee shall not be entitled to any cost or compensation in respect thereof. Further, the Promoter shall not be liable to rectify any defect occurring under the following circumstances:

- (i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles (wherever given) after the Allottee taking over possession of the Unit, 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;
- (ii) 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;

- (iii) If there are changes, modifications or alterations in doors, or other related items excluding those which the Allottee is not permitted to change then the Promoter will not take responsibility of door locks or door alignment or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- (iv) If the Allottee after taking actual physical possession of the Unit, executes interior work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Unit, 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;
- (v) 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;
- (vi) 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 Unit 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;
- (vii) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.
- (viii) 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 Unit, 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.

**42. Nomination :** After Lock- in Period (*as defined below*) and before taking actual physical possession of the Apartment and execution and registration of the Conveyance Deed to be executed in pursuance hereof, the Allottee shall not deal with, let out, encumber, transfer or alienate the Apartment or his rights under this Agreement without the consent in writing of the Promoter first had and obtained, provided that the Allottee may transfer or alienate the Apartment or his rights under this Agreement by way of nomination for a consideration (“**Transfer Cost**”) with the prior consent in writing of the Promoter (which consent the Promoter may refuse to grant without assigning any reason whatsoever) after the Allottee having made payment of the entirety of all amounts payable hereunder to the Promoter till then and not being in default in observance of his obligations under this Agreement provided however that the Allottee shall be liable for payment to the Promoter of a fee / charge calculated @ 2% of Unit Price or Transfer Cost, whichever is higher (plus applicable taxes) as and by way of nomination fees to the Promoter AND in case so required by the Promoter or the ultimate Allottee of the Apartment, the Allottee herein shall join and also cause all intervening nominees to join in the conveyance and other documents of transfer as confirming parties And Subject Nevertheless To the following terms and conditions:

- (i) The Allottee cannot nominate in favour of any third party before the expiry of a period of 24 months (“**Lock-in Period**”) from the date of this Agreement;
- (ii) The Promoter may grant its consent for such nomination transfer or alienation only upon being paid the fee /charge as aforesaid;
- (iii) Any such nomination assignment transfer or alienation shall be subject to the terms, conditions, agreements and covenants contained hereunder and on the part of the Allottee to be observed, fulfilled and performed;
- (iv) The Allottee shall have previously informed the Promoter in writing of the full particulars of such nominee/transferee;
- (v) Under no circumstances, the Allottee shall be entitled to let out the Unit before possession of the Unit is delivered to the Allottee and Conveyance executed in terms hereof and the Allottee having duly made payment of all amounts payable hereunder and having duly complied with all the Allottee’s obligations hereunder.
- (vi) All stamp duty and registration charges, legal fees and other charges and outgoings as maybe occasioned due to aforesaid transfer/nomination/alienation shall be payable by the Allottee or its nominees.

It is clarified that any change in the control of the Allottee (if being a Company or a partnership or an LLP) shall come within the purview of such nomination/assignment/transfer and be subject to the above conditions. It is further clarified that inclusion of a new joint allottee or change of joint allottee shall be treated as nomination. However, nomination fees shall not be payable in case of nomination in favour of parents, spouse or children of the Allottee.

Provided that the Transfer of the said Apartment after the Promoter has executed/caused to be executed the deed of conveyance of the Apartment in favour of the Allottee shall not be governed by this clause.

#### **43. COVENANTS:**

##### **43.1 ALLOTTEE’S COVENANTS:**

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

##### **43.1.1 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.

#### **43.1.2 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 the concerned authorities, and (2) pay the rates & taxes (proportionately for the Project and wholly for the said Apartment from the Deemed Date of Possession 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.

#### **43.1.3 Allottee to pay maintenance charge:**

The Allottee shall pay maintenance charge on the basis of 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).

#### **43.1.4 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.

#### **43.1.5 Visitor Car Parking:**

All open car parking spaces earmarked for visitor use shall be deemed to be common areas for the enjoyment of all the allottees in the Project.

### **43.2 OBLIGATIONS OF ALLOTTEE:**

**The Allottee shall:**

(a) **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.

(b) **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.

(c) **Paying Electricity Charges:**

Pay for electricity and other utilities consumed in or relating to the said Apartment from the date of fit out.

(d) **Meter and Cabling:**

Be obliged to draw electricity 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 antennae 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).

(e) **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, service apartment, mess, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

(f) **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.

(g) **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.

(h) **Use of Spittoons / Dustbins:**

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

(i) **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. The Allottee shall not construct or permit construction of any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Apartment.

(j) **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 Deed 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.

(k) **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.

The Apartment has been provided with ledge for outdoor unit of split air conditioning system and also the route to take refrigerant piping, which the Allottee shall have to strictly follow while installing AC units.

(l) **No Collapsible Gate:**

Not install any collapsible gate outside the main door / entrance of the said Apartment or on the balcony or verandah.

(m) **No Grills:**

Not install any grill on the balcony, verandah or windows.

(n) **No Sub-Division:**

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

(o) **No Change of Name:**

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

(p) **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 neighbouring 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.

(q) **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.

(r) **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.

(s) **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.

(t) **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.

(u) **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.

(v) **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.

(w) **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.

(x) **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.

(y) **No Installing Generator:**

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

(z) **No Misuse of Water:**

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

(aa) **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.

(bb) **No Hanging Clothes:**

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

(cc) **No Smoking in Public Places:**

Not to smoke in public areas of 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.

(dd) **No Plucking Flowers:**

Not to pluck flowers or stems from the gardens.

(ee) **No Littering:**

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

(ff) **No Trespassing:**

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

(gg) **No Overloading Lifts:**

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

(hh) **No Use of Lifts in Case of Fire:**

Not to use the lifts in case of fire.

(ii) **No Covering of Common Portions:**

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

(jj) **To 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.

(kk) **To affix Nameplate:**

To affix nameplate at the designated place only.

(ll) **Mutation:**

The Allottee shall within 3 (three) months of completion of sale that is from the date of registration of the Deed of Conveyance, apply for and obtain at his/her/its own costs separate assessment and mutation of the Apartment in the records of the Howrah Municipal Corporation and shall keep the Owner and the Promoter indemnified against any loss, claims and/or demand that may be incurred by or

may arise against the Owner and/or the Promoter due to non-fulfilment and/or non-observance of this obligation by the Allottee;

(mm) **Guarding Charges:**

The Allottee shall also be further liable to pay guarding charges at the rate of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for each month or part thereof, together with applicable taxes thereon, if any, for the period commencing on and from the Deemed Date of Possession till the actual physical possession is taken by the Allottee.

(nn) **Fit out:**

The Allottee agrees to pay a refundable deposit payable to Promoter being an amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) at the time of taking over possession of the Unit, the said deposit will be refunded to the Allottee on completion of Fit Out work carried out by the Allottee in its Unit. The Allottee further understands and agrees that the said amount deposited with the Promoter may be adjust against cost of damages, if any, caused to the Project common areas or the Building/Project by the Allottee caused by the fit out work carried out by the Allottee.

(oo) **Store room:**

The Allottee shall not be entitled to sell transfer or assign to any person such store room or allow or permit any one to use such store room as tenant, lessee, caretaker, licensee or otherwise or part with possession of such store room, independent of his apartment with the only exception being that he shall be entitled to let out transfer or part with possession of the same independent of his Unit to any other allottee of Unit in the Building and none else.

(pp) **Use of Common areas:** The Purchaser shall abstain from using the Common areas and/or any part thereof for animal slaughter, sacrifices, or any such act that might cause discomfort, nuisance and/or hurt the sentiments of other Allottees/co occupiers;

**43.2.1 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.

**43.2.2 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 the other Buildings of the Project.

#### **43.2.3 Right to access through Railway Land:**

The Allottee agrees that one of the accesses from Foreshore Road to the Said Premises is through the Railway Land and the Allottee/co-allottees shall have the right of ingress/egress through the same. Further, the Allottee is aware and acknowledges that the Railway Land has been granted on lease to the Owner vide the Railway Lease Agreement on long term basis for a period of 32 years valid up to 31.03.2057 and further renewable for the period of another 35 years as mentioned therein. The Allottee acknowledges that the Allottee/co-allottees/Association shall be liable for the payment of lease premium/lease rent in respect of the Railway Land at the time of renewal. The Allottee along with the co-allottees/Association herein further unconditionally confirms to bear the proportionate cost towards maintenance of the said Railway Land. Further, the Allottee understands that the Allottee along with co-allottees/ Association shall be responsible for compliance, subsistence and renewal of the said Railway Lease Agreement for continuous enjoyment of access/pathway through the Railway land to the Said Premises. Furthermore, the Allottee acknowledges that this clause shall always be a covenant that runs with the Said Premises.

#### **43.2.4 Usage of amenities and facilities**

The Allottee agrees to pay additional cost for the use of selected amenities and/or facilities such as electric charging point for electric car, either on pay and use basis or as a onetime payment, as the case may be, as and when demanded by the Promoter, in the event the same is opted for by the Allottee.

#### **43.3 GENERAL COVENANTS:**

1. That the Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Said Land and the Building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
2. That the Allottee shall pay to the Promoter or the Association, as the case may be, within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the Building in which the Apartment is situated;
3. That if the Allottee lets out or sells the Apartment, the Allottee shall immediately notify the Promoter or the Association, as the case may be, of the tenant's/transferee's details, including address, email-id and telephone number

4. That the Allottee shall not use the Apartment for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;
5. That the Allottee shall not keep in the garage, if any, anything other than cars or use the said garage or parking space for any purpose other than parking of cars or raise any kucha or pacca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;
6. That the Allottee shall not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Building in any manner whatsoever;
7. That the Allottee shall not use the name/mark of the Promoter in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Apartment and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark of the Promoter;
8. Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter shall be exclusively entitled to and shall have the exclusive right to install and maintain its own glow sign/signage, hoardings and other display materials on any part or portion of the Common Areas without any fee or charge.
9. That the Allottee shall remain fully responsible for any domestic help or drivers, maids employed by the Allottee and any pets kept by the Allottee;
10. That the Allottee shall not refuse or neglect to carry out any work directed to be executed in the Building or in the Apartment after he/she/they had taken possession thereof, by a competent authority, or require or hold the Promoter liable for execution of such works; That the Allottee shall not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the Building and the Project.
11. The Allottee shall observe, fulfil and perform the rules, regulations and restrictions from time to time in force for the quiet and peaceful use, enjoyment and management of the Said Premises and in particular the Common Areas, and other common purposes, as may be made and/or framed by the Promoter and/or the Maintenance Company, as the case may be;
12. That the Allottee agrees that the swimming pool within the Project will be a facility for enjoyment of the owners of residential apartments including the Allottee and will be used as per the Rules and Regulations framed from time to time. The use of the swimming pool may be, if so decided, be subject to payment of usage charges as so applicable.

13. The Allottee shall be and remain responsible for and indemnify the Promoter and the Association against all damages, costs, claims, demands and proceedings occasioned to the Said Premises or any other part of the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Promoter against all actions claims proceedings, costs, expenses and demands made against or suffered by the Promoter as a result of any act omission or negligence of the Allottee or the servants, agents, licensees or invitees of the Allottee and/or any breach or non-observance non-fulfilment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.
14. The Project at the Said Premises shall bear the name “**PRIMARC AADVIKA**” unless changed by the Promoter from time to time in its absolute discretion.

#### **44. FORMATION OF ASSOCIATION OF ALLOTTEES**

In addition, to whatever has been agreed in the clauses 11 and 19 above, the Parties agree specifically as under with regard to maintenance and management of the Common Areas:

- a. There will be an association of the allottees of the Project formed in accordance with the Act and/or the West Bengal Apartment Ownership Act, 1972 along with the rules and bye-laws framed thereunder (“**Association**”). The maintenance of the Common Areas shall be handed over to the Association by the Promoter in conformity with the provisions of the West Bengal Apartment Ownership Act, 1972 and Rules and Bye-laws framed thereunder The allottees shall be liable to comply with the formalities of becoming members of Association and also to comply with the rules and bye-laws of the Association. The Promoter, as prescribed under the Act and/or the West Bengal Apartment Ownership Act, 1972 (as amended from time to time) shall notify the allottees of the Project regarding formation of the Association of the Project so as to enable them to constitute/form such Association.
- b. The Allottee shall pay the necessary subscription and/or membership amounts, together with the proportionate costs and expenses for (i) formation of the Association, and (ii) transfer of the Common Areas to the Association, including but not limited to stamp duty and registration costs, if any. The Allottee shall simultaneously with execution of this Agreement, provide a Letter of Authority to the Promoter authorizing the Promoter to take necessary steps for formation of Association in respect of the Project, on his/her/their/its behalf, and further the Allottee shall comply with and/or adhere to all the applicable laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association.
- c. Each Apartment in the Project shall represent one (1) share, irrespective of the number of persons owning such Apartment. Further, in the event an Apartment is owned by more than one person, then the person whose name first appears in the nomenclature of this Agreement as the Allottee shall only be entitled to become a member of the Association. In the event that the Allottee is a minor, the local guardian of such minor shall become a member of the Association. A

tenant or licensee of the Allottee shall not be entitled to become a member of the Association.

- d. The Promoter shall handover the Common Areas, together with the relevant documents and plans pertaining thereto, to the Association within and in such manner as prescribed under applicable laws (hereinafter referred to as the “**Handover Date**”). Save as provided herein, on and from the Handover Date, the Association shall, inter alia, become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations etc., as may from time to time have been procured/ obtained/ entered into by the Promoter and the Association shall take the responsibility for proper safety and maintenance of the Project and of upkeep of all fixtures, equipment and machinery provided by the Promoter , and the Promoter shall immediately stand discharged of any liability and/or responsibility in respect thereof, and the Allottee and the Association shall keep each of the Owner and the Promoter fully safe, harmless and indemnified in respect thereof.
- e. The Allottee agrees and undertakes to deposit a non-interest bearing security deposit (as specified in the Payment Plan) with the Promoter, which deposit shall be treated as *Interest Free* Sinking Fund/ Maintenance Deposit (“**Sinking Fund**”). The said Sinking Fund shall be used by the Association for the purpose of undertaking any major repairs, paintings, installations as may be required from time to time for the maintenance and upkeep of the said Project and the Common areas, Amenities and facilities thereto. The Allottee further agrees and acknowledges that such Sinking Fund shall be handed over to the Association by the Promoter, without any interest, after adjusting/deducting therefrom all amounts then remaining due and payable by the Allottee and the other allottees of the Project to the Promoter, together with interest thereon. Such amount(s), if any, thus transferred shall be held by the Association on behalf of and on account of the allottees of the Project, inter alia, as a Sinking Fund. The Allottee undertakes to make good and pay to the Association all such amounts that may be deducted/adjusted as aforesaid by the Promoter as due and payable by the Allottee and/or to replenish any shortfalls caused on account of the Allottee. Further, it is hereby agreed that the Promoter shall not be held liable, in any manner whatsoever, for any shortfall in the Sinking Fund due to the above adjustments or otherwise after the handover of the Sinking Fund by the Promoter to the Association and the Allottee and the Association shall jointly and severally keep the Promoter indemnified for the same.
- f. The Allottee acknowledges and agrees to allow the Promoter to adjust any receivables and/ or dues towards payment of the monthly common charges and expenses (“**Maintenance Charges**”) from the Sinking Fund before the same is handed over to the Association. The Allottee hereby agrees and undertakes to bear all taxes that may be levied on the Promoter on account of making such adjustments and/or on account of the Promoter transferring/handing over the Sinking Fund to the Association. On any such adjustments being made from the Sinking Fund, the Allottee hereby undertakes to make good the resultant shortfall in the Sinking Fund within 15 (fifteen) days of a demand made by the

Association with respect thereto.

- g. The Promoter and/or the Association, as the case may be, shall be entitled to invest the Sinking Fund in such securities and in such manner as the Promoter and/or Association, as the case may be, may think fit and apply the income for the purpose of repairs, maintenance, security and upkeep of the Project. Such payment towards the Sinking Fund shall not absolve the Allottee of its obligation to pay the applicable maintenance charges in terms of this Agreement.
- h. The Allottee acknowledges that it/he/she shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the Building and/or the Project by the Promoter or the Association, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations which may be framed and/or be made applicable to all the apartment owners or occupiers of the Building and/or the Project.
- i. The Allottee expressly agrees and acknowledges that it is obligatory on the part of the Allottee to regularly and punctually make the payment of the proportionate share of the monthly Maintenance Charges and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the rights of the allottees in the Project.
- j. Further, the Allottee agrees and undertakes to pay all necessary deposits/charges to the Promoter or the Association, as the case may be, including the interest free security deposit(s) payable to the concerned statutory bodies/ authorities or other entities, each as may be determined by the Promoter or the Association, as the case may be, each within such timelines as may be prescribed by the Promoter or the Association, as the case may be.
- k. Without prejudice to the rights available under this Agreement, in the event that any amount payable to the Promoter or the Association is not paid within 2 (two) months from the date of the notice in this regard, the Promoter or the Association, as the case may be, shall also be entitled to take such further steps as it may reasonably determine for recovery of the said amounts.
- l. It has been agreed by the Parties that the Association of all the Allottees in the Project as and when the Project is completed in its entirety shall own all Common Areas of the Project together with all easement rights and appurtenances belonging thereto.
- m. Till such time the Association is formed and the maintenance of the Project is handed over to the Association, the Promoter shall look after the maintenance and for this purpose the Allottee shall pay to the Promoter 'Supervision Charges' calculated at the rate of 20% on total Maintenance Charges per month plus applicable taxes, for looking after the maintenance of the Project.
- n. The auditing of the accounts shall be carried out by one of the Big Four

companies or any such range of auditors.

#### **45. INTERIM MAINTENANCE PERIOD**

- i. During the interim maintenance period between obtaining of the completion certificate of Project and formation and operationalization of the Association the Promoter shall through itself or through a facility management company constitute a committee to run, operate, manage and maintain the Common Areas at the costs and expenses of the allottee(s) ("Interim Maintenance Period"). The Allottee, will pay Maintenance Charges inclusive of applicable taxes for the aforementioned Interim Maintenance Period.
- ii. The Promoter shall endeavour that the committee responsible for the maintenance and operation of the Common Areas, Amenities and Facilities will be required to provide manpower for maintaining the Common Areas, Amenities and Facilities wherever required, and to collect maintenance charges and the user charges for the utilities being provided on "pay by use" basis, if any.
- iii. 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, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMCs of Mechanical car parking etc., Insurance etc. It will also include safety and security of the Project such as fire detection and protection and management of general security and control of the Project.
- iv. The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period shall be framed by the Promoter with such restrictions as may be necessary for proper maintenance and the Allottee shall be bound to follow the same.
- v. After the Common Areas 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.

#### **46. CLUB FACILITIES:**

- i. The Promoter proposes to set up a club and/or a resident's activity centre for use of the Allottees in the Project (the "**CLUB**"). The Club will form part of the Common Areas of the Project and will be handed over to the Association in due course.
- ii. During the interim maintenance period, the Club shall be managed by the Promoter either by itself or through its nominee.

- iii. The Allottee shall be entitled to the facilities of a Club within the Project/ along with the allottees/occupiers of other apartments/units of the Project. The operational costs/charges of the Club shall form part of the Common Charges and Expenses.
- iv. It is expressly made clear that the membership of the Allottee to the Club shall be transferred upon the Allottee transferring the Apartment in favour of a third party.
- v. The rights and obligations of the Allottee as a member of the Club and the detailed terms and conditions of membership and rules and regulations governing use of the Club facilities will be formulated by the Promoter or the Association, as the case may be, in due course and circulated to members before the Club is made operational. The Allottee agrees, undertakes and covenants to abide by such rules and regulations and make payment of all periodic subscriptions and other expenses relating thereto.
- vi. On failure of the Allottee to regularly pay the charges, subscription, etc. in respect of the Club, the Promoter or the Association, as the case may be, shall be entitled to restrict the Allottee's entry to the Club and withdraw all the privileges of the Club to the Allottee, and the Allottee hereby gives his/her/its unfettered consent to the same.
- vii. If the Allottee bring guests to use the Club facilities, the Allottee will be required to pay guest charges in accordance with the rules and regulations of the Club.
- viii. The Allottee hereby agrees and acknowledges that some of the facilities at the Club shall be available to the members of the Club, subject to payment of the monthly subscription only, while other facilities will be available on "pay by use" basis over and above the monthly subscription or such other basis as may be decided by the Promoter/Association.
- ix. In this regard it is clarified that the club facilities are expected to be operational in the following manner:
  - a. The gym and indoor games on 10% occupancy
  - b. The swimming pool on 30% occupancy

and also only after the club management and/or the Promoter getting suitable professional operator at a reasonable cost for operating such club facilities.

- x. The Allottee understands and accepts that all the facilities of the Club may not get ready/operational for use at the time the possession of the Apartment is handed over to the Allottee. If, however, at the time of handing over possession of the Apartment to the Allottee, some of the Club facilities are made operational, then, and in that event, the Allottee as a member of the Club, shall be entitled to use all those facilities which have been made operational.
- xi. In case the Apartment is transferred by the Allottee, the membership of the Club will automatically stand transferred to the transferee of the Apartment and the

transferor, approved/confirmed user by the said transferor will automatically cease to be member/Additional Member(s)/user of the Club.

- xii. Detailed terms and conditions of the Club membership, different charges and rules and regulations governing the usage of the Club will be formulated in due course and circulated to all the members and the same will be binding on all the members (including additional members).

**THE SCHEDULE-1 ABOVE REFERRED TO:**

**PART A**  
**(Said Property)**

**ALL THAT** piece and parcel of land measuring about 3.07523 acres equivalent to 12,444 Sq.mt. be the same a little more or less, situated at Mouza- Shibpur (Sheet No. 119 & 120), J.L no. 01, comprised in L.R Plot No. 82 and 44, being Premises No. 47+48/2, Raj Narayan Roy Chowdhury Ghat Road, Shibpur, Howrah – 711102 Police Station: Shibpur, Assesse No. 155560, Ward No: 36, within the limits of Howrah Municipal Corporation(HMC) and butted and bounded on;

The North by : Gurucharan Roy Chowdhury Ghat Road  
The South by : 47+48 Raj Narayan Roy Chowdhury Ghat Road  
The East by : Land of Railways abutting Foreshore Road  
The West by : 47+48 Raj Narayan Roy Chowdhury Ghat Road

**PART B**  
**(“Said Premises”)**

**ALL THAT** piece and parcel of land measuring about 3.025 Acres equivalent to 12243 square metre be the same a little more or less, situated at Mouza- Shibpur (Sheet No. 119 & 120), J.L no. 01, comprised in L.R Plot No. 82 and 44, being Premises No. 47+48/2, Raj Narayan Roy Chowdhury Ghat Road, Shibpur, Howrah – 711102 Police Station: Shibpur, , Ward No: 36, within the limits of Howrah Municipal Corporation(HMC) and butted and bounded on;

The North by : Gurucharan Roy Chowdhury Ghat Road  
The South by : 47+48 Raj Narayan Roy Chowdhury Ghat Road  
The East by : Land of Railways abutting Foreshore Road  
The West by : 47+48 Raj Narayan Roy Chowdhury Ghat Road

The Said Premises is delineated on the Plan appearing in **Annexure “A”** hereunder and bordered thereon in **RED** colour.

**THE SCHEDULE-2 ABOVE REFERRED TO:**  
**(“Apartment”)**

**ALL THAT** unit No. \_\_\_\_\_ having unit carpet area of \_\_\_\_\_ square feet, together with an exclusive balcony, having carpet area of \_\_\_\_\_ square feet, together with Store room, if any, having carpet area of \_\_\_\_\_ square feet, together with an exclusive open terrace carpet area, if any, having area of \_\_\_\_\_ square feet, aggregating to a total Chargeable Area \_\_\_\_\_ square feet, more or less (being carpet area of unit + balcony carpet area + carpet area of Store room + 50% of Terrace carpet Area) , altogether located in Tower \_\_\_\_\_ at the \_\_\_\_\_ Floor of the Building in the Project named “**Primarc Aadvika**” **TOGETHER WITH** \_\_\_\_\_ numbers of Covered Mechanical A/Covered Mechanical B/ Covered Independent/ Covered Puzzle Parking , located at the Building/Said Premises (hereinafter referred to and identified as the “**Parking Space**”) (hereinafter collectively referred to and identified as the “**Unit**”) **TOGETHER WITH** the perpetual irrevocable proportionate right to use the common areas parts, portions, facilities, amenities, utilities and installations, more fully ,described in **SCHEDULE 3** hereunder written (“**Common Areas**”) in common with the remaining allottees/purchasers/lawful occupants of the Project and the Owner and the Promoter (in respect of the unallotted apartments and parking space(s) in the Project) (hereinafter collectively referred to and identified as the “**Apartment**” which is more fully described in **SCHEDULE 2** hereto) and the unit is delineated in **Yellow** colour on **MAP/PLAN** annexed hereto and marked as “**Annexure B**”.

**For the purpose of registration, the Built Up Area of the said Unit is \_\_\_\_\_square feet.**

**THE SCHEDULE-3 ABOVE REFERRED TO**  
**(Common Areas)**

1. Entire Land comprised in the Said Premises
2. Multi-purpose Hall with Kitchen and toilet facilities.
3. Association room.
4. Banquet & Outdoor Party lawn with Kitchen and toilet facilities.
5. Temple.
6. Provision for Crèche/Child Day-care.
7. Kid’s play area.
8. Open to air Badminton courts.
9. Provision for Yoga / dance / aerobics room.
10. Male & Female Massage room with SPA Facility.
11. Gymnasium.
12. Swimming pool with Change room.
13. Kids pool adjacent to the main pool.
14. Pool-side Party lawn and provision for Snacks corner.
15. Open to air mini-amphitheater.
16. Reading lounge & Library.
17. Indoor games room.
18. Dedicated Waiting lounge for each tower.
19. Guest room facility
20. Staff Office for Facility & Operation team.
21. Sewage Treatment Plant.

22. Underground Pump room for Fire & Domestic water supply.
23. Fire and CCTV control room.
24. Visitors car-parking.
25. Gas Bank provision.
26. 24 hrs. restricted power backup for common areas.
27. Garbage composter.
28. Partial Solar Power supply for Common Area lighting system.
29. Staff / Driver's rest room with toilet.
30. Common staircases, lift and lift lobbies.
31. Ground floor reception and lobbies on ground and typical floors.
32. Fire refuge platforms.
33. Mumty room and Roof top terraces.
34. All equipment, machineries & pipe lines for common use.
35. Underground and overhead Water tanks.
36. All Internal drive ways.
37. Security goomty at entry/exit locations.
38. Landscape gardens and lawn.
39. Pump room for swimming pool.
40. Electrical room/ meter room.
41. All service shafts, cutouts & ducts.

**SCHEDULE-4 ABOVE REFERRED TO**

**(Specifications, Amenities and Facilities)**

**PART "A"**

**(Specifications)**

<b>SPECIFICATIONS</b>		
<b>1</b>	<b>FOUNDATION:</b>	RCC Foundation resting on cast-in-situ RCC bored piles.
<b>2</b>	<b>SUPERSTRUCTURE:</b>	Earthquake resistant RCC Framed structure with External Concrete Wall.
<b>3</b>	<b>INTERNAL WALLS:</b>	AAC Blocks / Fly-Ash Bricks
<b>4</b>	<b>ULTIMATE ROOF:</b>	RCC roof with Tiles / Stone finish.
<b>5</b>	<b>WALL FINISHES:</b>	
(a)	External Façade	Weather-proof Premium Exterior grade Paint
(b)	Internal	
(i)	Apartments -	POP / Putty finish
(ii)	Common Area - Main Lobbies & Corridor	Acrylic Paint Finish in combination of Stone / Tile cladding at designated areas.
(iii)	Common Area - Staircase, Services Area, Covered	POP / Putty with Paint finish

	Carpark Areas	
<b>6</b>	<b>FLOORING &amp; CLADDING:</b>	
(a)	<b>Apartments -</b>	
(i)	Living / Dining / Bedroom	Premium grade Vitrified tiles on floor
(iii)	Kitchen	Vitrified tiles on floor
(iv)	Toilets	Anti-Skid vitrified tiles on floor & Walls
(v)	Servants room/ Store	Vitrified tiles on floors
(b)	<b>Exclusive Terraces / Balconies -</b>	Exterior grade tiles / Granite
(c)	<b>Service Balcony -</b>	Anti-skid tiles
(d)	<b>Common Lobby -</b>	Vitrified tiles on floors & Tile / Granite finish at Elevator location
<b>6</b>	<b>DOORS:</b>	
(a)	Apartment Main Door	Decorative Door
(b)	Apartment Internal Doors	Flush Door
<b>7</b>	<b>WINDOWS:</b>	Powder coated Aluminum Casement / Sliding windows
<b>8</b>	<b>TOILET</b>	
(i)	Fittings & Fixtures	CP fitting and Sanitary ware of Reputed Brand. Counter Top Basin & Glass partition at MBRT.
(ii)	Electrical Provision	Electrical provision for Geyser & Exhaust fan.
(iii)	Plumbing	Domestic Water Supply with Geyser pipeline provision
<b>9</b>	<b>AIR CONDITIONING:</b>	VRV Indoor and Outdoor system
<b>10</b>	<b>ELECTRICAL</b>	TV Points in all Bedroom & Living / Dining except Study / Kids Room
		Adequate electrical points in all Bedrooms, Study, Living / Dining, Kitchen and Toilets
		Washing Machine point
		Modular switches of reputed make
		Intercom facility in Living / Dining
<b>11</b>	<b>FIRE SUPPRESSION &amp; DETECTION:</b>	Firefighting system as per WBF&ES recommendation.
<b>12</b>	<b>ELEVATORS:</b>	High Speed Automatic Elevators.
<b>13</b>	<b>POWER &amp; BACK UP:</b>	24X7 DG back up for lighting only to the unit as per following: 3 BHK apartment - 2.5 KVA

		3.5 and 4 BHK apartment - 3 KVA
		4.5 and 5 BHK apartment - 3.5 KVA
		Duplex apartment - 5 KVA
		100% 24X7 DG back up for Common area.
<b>14</b>	<b>SAFETY &amp; SECURITY:</b>	24X7 surveillance facility with CCTV cameras at designated areas.
<b>15</b>	<b>RAILING</b>	MS Railing

## PART "B"

### (AMENITIES AND FACILITIES)

#### AMENITIES:

1. Multi-purpose Hall with Kitchen and toilet facilities.
2. Association room.
3. Banquet hall with Outdoor Party lawn.
4. Temple.
5. Provision for Crèche/Child Day-care
6. Kid's play area.
7. Open to air Badminton court.
8. Provision for Yoga/ dance/ aerobics room.
9. Male and female Massage room and SPA facility.
10. Gymnasium.
11. Swimming pool with Change room.
12. Kids pool adjacent to the main pool.
13. Pool-side Party lawn and provision for Snacks corner.
14. Open to air mini-amphitheater.
15. Reading lounge and Library.
16. Indoor games room.
17. Dedicated waiting lounge for each tower.
18. Guest room facility.

#### FACILITIES:

1. Staff Office for Facility & Operation team.
2. Sewage Treatment Plant.
3. Underground Pump room for Fire & Domestic water supply.
4. Fire and CCTV control room.
5. Visitors car-parking.
6. Gas Bank provision.
7. 24 hrs. power backup for common areas.
8. Garbage composter.
9. Partial Solar Power supply for Common Area lighting system.
10. Staff/ driver's rest room with toilet.
11. Electrical Charging Point for Electric Car on request basis with additional cost from owner.

**THE SCHEDULE-5 ABOVE REFERRED TO:**

**PART- “I”  
(Total Price)**

**Rs. \_\_\_\_\_/- (Indian Rupees \_\_\_\_\_ only)** which includes the price of the Apartment, other charges & GST for the Apartment to be paid by the Allottee to the Promoter in the manner as mentioned in Part-II below,

Apart from Total Price the Allottee shall pay Interest Free Sinking Fund amounting to **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** and Interest Free Advance Common Area Maintenance charges to be calculated at actuals shall be paid at time of possession.:

**PART- “II”  
(Payment Plan)**

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

<b><u>PAYMENT SCHEDULE</u></b>			
<b>Sl. No.</b>	<b>Stages of Payment</b>	<b>% of Payment</b>	<b>Amount (Rs)</b>
1	Booking amount (includes application amount)	10% of Unit Price +GST	
2	On Agreement - within 30 days of Application/Booking	10% of Unit Price +Legal Charges+ GST	
3	On Completion of Piling	10% of Unit Price +GST	
4	On Completion of 3rd Floor Roof Casting	10% of Unit Price + GST	
5	On Completion of 7th Floor Roof Casting	10% of Unit Price + GST	
6	On Completion of 11th Floor Roof Casting	10% of Unit Price + GST	
7	On Completion of 15th Floor Roof Casting	5 % of Unit Price + GST	
8	On Completion of 19th Floor Roof Casting	10 % of Unit Price + GST	
9	On Completion of the Top floor Roof Casting of the respective Tower (24 <sup>th</sup> floor for Tower –A and 25 <sup>th</sup> Floor for Tower –B&C)	5% of Unit Price + GST	

10	On Completion of Internal brick work of unit	10% of Unit Price + GST	
11	On installation of lifts of the designated tower	5% of Unit Price +Transformer & Electricity Charges +GST	
11	On Notice for Possession	5 % of Unit Price + HVAC+ Club charges+ DG Charges+ Gas Bank charges+ Association Formation charges+ Sinking fund +Advance CAM + GST	

**MEMO OF CONSIDERATION**

Received \_\_\_\_\_ Rupees \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) towards part of Unit Price for the sale of the Apartment as per the terms of this Agreement.

Sl. No	Date	Cheque No	Drawn on	Amount
1				

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

**SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED OWNER IN THE PRESENCE OF:**

1.

**RAMDULLARI CASTLE PRIVATE LIMITED**

2.

\_\_\_\_\_  
Designated Partner/Authorised  
Signatory

**SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED PROMOTER IN THE PRESENCE OF:**

1.

**PRIMARC PROJECTS PRIVATE LIMITED**

2.

\_\_\_\_\_  
Director/authorized signatory

**SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE IN THE PRESENCE OF:**

1.

2.