

THIS AGREEMENT FOR SALE(“AGREEMENT”) executed on this [_____] day of [_____] , **2026**;

BY AND BETWEEN

HOOGRAJULI (ASSAM) TEA CO. LTD. (PAN:AAACH6637B), a company incorporated in accordance with provisions of the Companies Act 1956 and an existing company within the meaning of the Companies Act 2013 having its registered office at NICCO HOUSE, 7, Church Lane, P.S. Hare Street, P.O. GPO, Kolkata 700 001, represented by its constituted attorney **P S GROUP REALTY PVT LTD (PAN AABCP5390E) (CIN U68100WB1988PTC044915)** a company incorporated in accordance with provisions of the Companies Act, 1956 and a company within the meaning of the Companies Act, 2013 having its registered office at No. 1002 E.M. Bypass, P.S. Pragati Maidan, P.O. Dhapa, Kolkata-700105, vide power of attorney dated 08.05.2025 registered in the office of Additional Registrar of Assurances- IV, Kolkata and recorded in Book-I, Volume number 1904-2025, Page from 302482 to 302499, being no. 190406869 for the year 2025 represented by its authorized signatory **Mr. JAYANTA PANDIT [PAN ATKPP4115E] [AADHAR No. 3194 7056 8364] [MOBILE No. 9836299954]**, son of Mr. Gour Hari Pandit, working for gain at 1002, E M Bypass, Kolkata – 700 105, Police Station – Pragati Maidan, Post Office – Dhapa in pursuance of a board resolution dated 10.11.2025 and hereinafter referred to as the **OWNER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **FIRST PART**

AND

P S GROUP REALTY PVT LTD (PAN AABCP5390E) (CIN U68100WB1988PTC044915) a company incorporated in accordance with provisions of the Companies Act, 1956 and a company within the meaning of the Companies Act, 2013 having its registered office at No. 1002 E.M. Bypass, P.S. Pragati Maidan, P.O. Dhapa, Kolkata-700105, represented by its authorized signatory **Mr. JAYANTA PANDIT [PAN ATKPP4115E] [AADHAR No. 3194 7056 8364] [MOBILE No. 9836299954]**, son of Mr. Gour Hari Pandit, working for gain at 1002, E M Bypass, Kolkata – 700 105, Police Station – Pragati Maidan, Post Office – Dhapa in pursuance of a board resolution dated 10.11.2025 hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **SECOND PART**;

AND

THAKKAR ESTATE & PROPERTIES LLP (FORMERLY KNOWN AS THAKKAR ESTATE & PROPERTIES PRIVATE LIMITED) (PANAABCT1998A), a company incorporated in accordance with provisions of the Companies Act 1956 and an existing company within the meaning of the Companies Act 2013 having its registered office at NICCO HOUSE, No. 7 Church Lane, P.S. Hare Street, P.O. GPO, Kolkata - 700 001 represented by its authorized signatory _____ in pursuance of a board resolution dated _____ hereinafter referred to as the **CONFIRMING PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **THIRD PART**.

AND

[If the Allottee is a company]

_____, (CIN no. _____) accompany incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its

registered office at_____, (PAN_____), represented by its authorized signatory,_____, (Aadhar no._____) duly authorized vide board resolution dated, hereinafter referred to as the **‘ALLOTTEE’** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the **FOURTH PART.**

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at (PAN.....) represented by its authorized partner,_____, (Aadhar no._____) authorized vide_____ hereinafter referred to as the **‘ALLOTTEE’** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **FOURTH PART.**

[OR]

[If the Allottee is an Individual]

_____, son of_____

(INCOME TAX PAN), (AADHAAR NO.)_____

_____, by faith Hindu, by nationality Indian, by occupation business and at present residing at_____

, hereinafter referred to as he **'ALLOTTEE'** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees), of the **THIRD PART**

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no.) son of _____, aged about ___ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business /residence at _____, (PAN _____), 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 **THIRDPART**.

The Owner, and the Developer , would together be known and understood as Promoter , in all covenants under this Agreement.

The Owner, the Developer and the Allottee shall hereinafter collectively be referred to as the **'Parties'** and individually as a **'Party'**.

Unless, in this Agreement, there be something contrary or repugnant to the subject or context , the terms / expressions hereto shall have the meaning assigned to them as therein mentioned.

WHEREAS:-

- A. In this Agreement wherever the context so permits, the Owners, the Developer and the Allottee herein are collectively referred to as the Said Parties and individually as the Party.
- B. The Owner is seized and possessed of and/or well and sufficiently entitled to **ALL THAT** the piece and parcel of land containing by estimation an area of 26166 sq. ft. equivalent to 36 cottahs 5 chittacks 21 sq. ft. (more or less) Together With the building and structures standing thereon situate lying at and being Municipal Premises No.5, Pretoria Street (now known as Municipal Premises No.5, Dr. Harendra Coomar Mukherjee Sarani), Kolkata 700 071 under P.S. Shakespeare Sarani, P.O. Middleton Street, within the municipal limits of Kolkata Municipal Corporation under Ward No.63 and shown in the plan annexed hereto and duly bordered thereon in Red(hereinafter referred to as the **SAID PREMISES** and more fully and particularly described in the **FIRST SCHEDULE** The devolution of title in respect of the said Premises is hereinafter Annexed hereto and marked as **ANNEXURE A**. The **CONFIRMING PARTY** is the **LESSEE** in the said **PREMISES**.
- C. With the intent to carry out development and construction of the said Premises, the Owner with the consent and concurrence of the LESSEE has entered into a Development Agreement with the said Developer vide development agreement dated 9th April, 2025 duly registered with the Office of the Additional Registrar of Assurances -IV, Kolkata in Book No.I, Volume No1904- 2025, Pages 250768 to 250829 being No. 190406017 for the year 2025 for construction of a Residential Building/Project on the entirety of the said Premises.
- D. Pursuant to the said development agreement the Developer has obtained a sanction Plan being Building Permit No. 2025070108 dated 01/11/2025 (hereinafter referred to as the said Sanction Plan) from the Kolkata Municipal Corporation for development and construction of a (G+

- IX) Ground plus Nine storied residential building commonly known as“ THE BALMORAL”on the said Premises comprising of several Apartments/Flats/Units TOGETHER WITH staff quarters TOGETHER WITH car parking spaces TOGETEHER WITH common parts and portions, facilities and amenities including a Club (hereinafter referred to as the Said Project).
- E. The Promoter has also taken necessary steps for registration of the Said Project under the Real Estate (Regulation & Development) Act, 2016 and the West Bengal Real Estate Development Rules 2021, under the Registration No. WBRERA/P/KOL/2025/003816.
- F. The Developer is also undertaking necessary steps for modification of the said sanction plan for the benefit of the Allottee in accordance with the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “Act”). The Developer confirms to implement the changes in compliance with Rule 26 (regarding sanctioned plan revisions) and any other applicable modifications in accordance with Applicable Laws. Pursuant to the same, the Allottee also agrees to pay for any adjustments related to the revised Carpet Area.
- G. Upon sanction of the building plan, the Developer, Owner and the Lessee have entered into an Allocation Agreement dated wherein and whereby each one of them have earmarked and/or allocated their respective units in terms of the said development agreement.
- H. The Allottee/s had applied to the Developer vide application (**Application**) morefully described in **PART-III of the SECOND SCHEDULE** for an apartment in the said Project on the terms and conditions recorded therein, in pursuance whereof , by and under an Allotment letter

(“**Allotment letter**”) morefully described in **Part-IV of the SECOND SCHEDULE** and has been allotted **ALL THAT** the Bare Shell Apartment/Flat/Unit No.____, on the _____ floor of the Residential Building known as “..... “ having a carpet area of Sq. ft. **TOGETHER WITH** a staff quarter on the ____ floor of the said Residential Building **TOGETHER WITH** “EBVT Area”, if any, having an area of _____ **sq. ft.** all aggregating to a net area of _____ **sq. ft.** (more or less) and built up area of Sq.ft. (more or less)(hereinafter referred to as the said Unit/Apartment the situation whereof is delineated in the map or plan annexed hereto and marked in **Part-II SECOND SCHEDULE** **TOGETHER WITH** car parking space bearing No. _____ on **the** _____ floor of the said residential building (hereinafter referred to as the Said Car Parking Spaces), **TOGETHER WITH** proportionate share in all the common parts and portions, facilities and installations in the said premises and forming part of the said Project (morefully and particularly described in the PART-I AND PART-II of the **SIXTH SCHEDULE** hereunder written) **TOGETHER WITH** undivided impartible proportionate share or interest in the land forming part of the said Premises attributable and/or allocable thereto (hereinafter referred to as the said UNIT/APARTMENT AND THE PROPERTIES APPURTENANT THERETO and morefully and particularly described in the **PART-I of the SECOND SCHEDULE** hereunder written) free from all encumbrances, charges, liens, lispence whatsoever or howsoever for the consideration and subject to terms and conditions hereinafter appearing.

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

- J. The Parties hereby confirm that they are signing this agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said Project.
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and transfer and the Allottee hereby agree to purchase and acquire **ALL THAT** the said Unit/Apartment and the Properties Appurtenant Thereto as referred in the **PART-I** of the **SECOND SCHEDULE** for the consideration and subject to terms and conditions hereinafter appearing.
- M. The Allottee has independently examined and/or verified and/or caused to be examined and verified and is fully aware of and thoroughly satisfied about the following:
- a. The title of the Said Premises and the documents relating thereto;
 - b. The ownership right, interest and/or entitlement of the Owner in respect of the Said Premises and the said Unit/Apartment (defined below);
 - c. The Sanctioned Plan and all other necessary sanctions, approvals and permissions;
 - d. The right, interest and entitlement of the Developer as only the developer in respect of the Said Premises and will have no onus on the right, interest on the ownership of the Said Premises ; and

- e. The Carpet Area and Built-up Area of the said Unit/Apartment (defined below).
 - f. The Allottee is fully satisfied as to the carpet area and/or chargeable area to form part of the said Unit.
- N. The Allottee undertakes and covenants not to raise henceforth any objection or make any requisition regarding the above and also waives the right, if any, to do so. Notwithstanding anything to the contrary contained elsewhere, it is expressly acknowledged and agreed by the Allottee that prior to entering into this Agreement and prior to making any payment, the Allottee has read and understood the terms, conditions, covenants, stipulations and restrictions contained in this Agreement, which shall be binding on him/her/them/it.
- O. The Parties are desirous of recording the same in writing.

NOW THEREFORE IN CONSIDERATION OF THE ABOVE RECITALS, MUTUAL REPRESENTATIONS COVENANTS ASSURANCES AND PROMISES CONTAINED HEREIN AND FOR GOOD AND VALUABLE CONSIDERATION THE PARTIES HAVE AGREED as follows:-

1. DEFINITIONS:

In this Agreement unless the context otherwise provides the following expressions shall have the meanings assigned to them as under:

- i. **ACT** shall mean the Real Estate (Regulation & Development) Act, 2016.
- ii. **AGREEMENT** shall mean this agreement together with the schedules and annexure hereto and any other deed and/or document executed in pursuance hereof
- iii. **APPROVALS** shall mean and include all licenses, permits, approvals, sanctions, consents obtained or to be obtained and/or

granted by the competent authorities in connection with the said Project

- iv. **ASSOCIATION** shall mean the Association of owners of the residential units which may be formed by the DEVELOPER in accordance with the provisions of the West Bengal Apartment Ownership Act 1972 for management and administration of the common parts and portions and for rendition of common services
- v. **ADVOCATES** shall mean Gaggar & Co. LLP, Advocates of No. 6 Old Post Office Street, 3rd floor, Kolkata 700 001 appointed by the DEVELOPER, inter alia, for preparation of this agreement and the sale deed for transfer of the said unit.
- vi. **ARCHITECT** shall mean Practice Design Pvt. Ltd. or any other firm or architects appointed by the Developer.
- vii. **BOOKING AMOUNT** shall mean the application money paid, i.e. 10% of the Total Price to the DEVELOPER for booking of the said unit.
- viii. **CARPET AREA** means the net usable floor area of a unit excluding the area covered by the external walls, including POP & Plaster, areas under service shafts, exclusive balcony or verandah and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment/unit.
- ix. **ADVANCE MAINTAINENCE CHARGES** The amount shall be payable towards 12 (twelve) months' advance maintenance charges. The same shall be adjusted against the maintenance charges payable by the Allottee for the first 12 (twelve) months, commencing from the date on which maintenance charges for the use of common areas become due. The Allottee shall pay to the Developer an amount equivalent to 1 (one) year of Maintenance Charges plus applicable GST
- x. **COMMON AREAS/ COMMON PARTS AND PORTIONS, FACILITIES AND INSTALLATIONS** shall mean the common areas, facilities and amenities as are available to and/or in respect of the said Residential Building and/or the said Project, as the case may

be including a dedicated Club for providing various sporting and other activities (more fully and particularly mentioned and described in the **PART-I AND PART-II OF THE SIXTH SCHEDULE** hereunder written).

- xi. **CAR PARKING SPACE/S** shall mean covered and mechanical car parking spaces in the Said Premises as intended by the Developer in its absolute discretion for parking of motor cars.
- xii. **COMMON EXPENSES** shall mean the proportionate share of common expenses to be paid borne and contributed by the intending Allottee(s) for rendition of common services briefly described and without limitation in the **FOURTH SCHEDULE** hereunder written.
- xiii. **COMMON SERVICE/MAINTENANCE** shall mean those services which are to be rendered by the Developer and upon formation by the Holding Organisation/Association and/or by FMC after appointment of the FMC as the case may be subject to the Allottee making payment of proportionate share of such maintenance charges.
- xiv. **COMMON ROOF** shall mean a divided and demarcated portion of the ultimate roof as may be determined by the Developer which shall form part of the common parts and portions and shall remain available for common use and enjoyment of all owners and/or occupiers of the new building/s situated at the said premises and shall also include demarcated portion of the roof of the podium as well.
- xv. **COMMENCEMENT DATE** shall mean the date of execution of this Agreement.
- xvi. **DATE OF COMMENCEMENT OF LIABILITY** shall mean the date of the completion of the project and/or from the date of the notice of possession to the Allottee of the said Unit after fulfilling their liabilities and obligations or the date of expiry of the period specified in the notice in writing by the DEVELOPER to the Allottee to take possession of the said Unit irrespective of whether the Allottee takes actual physical possession of the said unit or not, whichever be earlier.

- xvii. **DATE OF OFFER OF POSSESSION (for fit outs)** shall mean the date on which the DEVELOPER shall endeavour to make available to the Allottee the Unit for fit outs subject to the receipt of the Total Price and all other advances and deposits payable under this agreement, the final demand alongwith the Notice of Possession. This shall be the date of which the notice for readiness of the Unit for fit outs is issued by the DEVELOPER plus fifteen days.
- xviii. **ADDITIONAL CHARGES AND DEPOSITS** shall mean the amount required to be paid by the Allottee to the DEVELOPER apart from the Total Price amount including Extra Charges and Additional deposits as defined in clause 3.2
- xix. **SOCIETY/ASSOCIATION/HOLDING ORGANISATION** shall mean a society/association/holding organisation to be formed to manage and control the said premises, the common areas and amenities comprised in the said project.
- xx. **UNIT/APARTMENT/FLAT** shall mean independent and self-contained residential units and/or other constructed spaces including the staff room/quarter and the EBVT area, if any, built and constructed or intended to be built and constructed by the Developer at the said Premises capable of being exclusively held or occupied by a person and/or persons at the said Premises.
- xxi. **PREMISES SHALL** mean **ALL THAT** the Municipal Premises No.5, Pretoria Street (now known as Municipal No.5, Dr. Harendra Coomar Mukherjee Sarani), Kolkata 700 071 containing a land area of approx. 26166 sq. ft. equivalent to 36 cottahs 5 chittacks and 21 sq. ft. (morefully and particularly described in the **FIRST SCHEDULE** hereunder written).
- xxii. **HOUSE RULES/USER** shall mean the rules and regulations regarding the use/holding of the said Unit as hereinafter stated and morefully and particularly mentioned and/or described in **FIFTH SCHEDULE** hereunder written).

- xxiii. **LICENCES** shall mean and include all licences consents approvals and/or sanctions which have to be obtained and granted by the concerned authorities for undertaking the said housing project
- xxiv. **RESIDENTIAL BUILDING/PROJECT** shall mean the New Building to be known as “The Balmoral” to be constructed by the Developer at the said Premises in accordance with the said Plan and to comprise of various self-contained flats/units/apartments constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other on ownership basis **TOGETHER WITH** Club, common parts and portions, facilities and installations forming part of the said premises.
- xxv. **COMPLETION CERTIFICATE/OCCUPANCY CERTIFICATE** shall mean the completion certificate to be granted by Kolkata Municipal Corporation certifying completion of the first and the second phase project.
- xxvi. **PLAN** shall mean the Building Plan sanctioned by the authorities concerned bearing being No. 2025070108 dated 01/11/2025 and shall include all modifications or variations as may be made by the Developer from time to time with prior sanction from the authorities concerned if required.
- xxvii. **ALLOTTEE** shall be deemed to mean and include:-
- a) In case the Allottee be an individual or a group of persons, then their respective heirs legal representatives, executors, administrators and assigns.
 - b) In case the Allottee be a Hindu Undivided family, then it's Karta, cooperator or other members for the time being of the said HUF and their respective heirs legal representatives executors and administrators.
 - c) In case the Allottee be a partnership firm, then the partners for the time being, of the said Partnership Business or such other person and/or persons who may be taken in and/or admitted as partner and/or partners of the said Partnership Firm or such other person and/or persons who may carry on the business of the partnership Firm and their respective heirs, legal representatives, executors, administrators and assigns.

- d) In case the Allottee be a company, then its successors or successors-in-interest.
- e) In case the Allottee be Trust, shall include the Trustee and/or Trustees for the time being of the said Trust and their respective heirs, legal representative executors administrators and assign.

xxviii. **PROPORTIONATE OR PROPORTIONATELY** shall mean the built up area of any Unit to bear to the built up area of all the Units in the said building provided that where it refers to the share of the Allottee or any co-owner in the rates and/or taxes amongst the common expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit).

xxix. **POSSESSION** shall mean the date on which possession is made over by the DEVELOPER to the Allottee after occupancy certificate is obtained.

xxx. **READY TO MOVE IN** For the purpose of this part 'ready to move in possession' shall mean that the unit shall be in habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities as agreed between the parties, and for which occupation certificate and completion certificate, as the case may be has been issued by the competent authority;

xxxi. **SAID UNIT AND THE PROPERTIES APPURTENANT THERETO** shall mean **ALL THAT** a Bare Shell Unit No. _____, on the _____ floor having a carpet area of approx. sq. ft. TOGETHER WITH an EBVT area of approx. _____ square feet (more or less) TOGETHER WITH a staff room '___' on the _____ floor aggregating to a carpet area of _____ square feet (more or less) and Built up area of _____ square feet (more or less) **and forming part** of the residential Building/Project known as The Balmoral TOGETHER WITH _____ car parking space No. _____ on the..... **and** _____ Car

parking space (for parking of _____ cars) on the _____
TOGETHER WITH proportionate share in the common parts and portions, facilities and installations **TOGETHER WITH** undivided impartible proportionate share in the land forming part of the said premises attributable and/or allocable thereto (more fully and particularly mentioned and described in the **PART-I** of the **SECOND SCHEDULE** hereunder written.

- xxxii. **SAID SHARE IN THE SAID PREMISES** shall mean proportionate undivided indivisible impartible share in the land forming part of the said Premises attributable and/or allocable thereto agreed to be purchased hereunder by the Allottee and to be determined by the Developer in its absolute discretion.
- xxxiii. **OWNER** shall mean Hoograjuli Tea Co. Ltd., having its registered office at Nicco House, 7, Church Lane, P.S. Hare Street, P.O. GPO, Kolkata 700 001 of the FIRST PART and shall include its successor and/or successors in office/interest and assigns.
- xxxiv. **DEVELOPER** shall mean P S GROUP REALITY PVT. LTD., having its registered office at No.1002, E.M. Bypass, P.S. Pragati Maidan, P.O. Dhapa, Kolkata 700 105, the said Party hereto of the Second Part and shall include its successor and/or successors in office/interest and assigns.
- xxxv. **LESSEE** shall mean **THAKKAR ESTATE and PROPERTIES LLP.**, having its registered office at Nicco House, 7, Church Lane, P.S. Hare Street, P.O. GPO, Kolkata 700 001 the said Party hereto of the Third Part and shall include its successor and/or successors in office/interest and assigns.
- xxxvi. **SERVICE INSTALLATIONS** shall mean sewers, drains, channels, pipes, water courses, main wires cables, conduits, tanks, and any other apparatus for the supply of water and forming part of common facilities and installations (morefully and particularly mentioned and/or described in the **PART - II of the SIXTH SCHEDULE** hereunder written).

- xxxvii. **SINKING FUND/RESERVE FUND** shall mean the fund to be paid and/or contributed by each of the unit owners including the Allottee herein towards maintenance fund which shall be held by the Developer and after the said new building is completed and possession is made over and upon formation of the Association the said amount shall be transferred by the Developer to such Association.
- xxxviii. **RULES** shall mean The West Bengal Real Estate (Regulation & Development) Rules, 2021.
- xxxix. **TOTAL PRICE/PURCHASE PRICE** shall mean the total price agreed to be paid by the Allottee to the Developer in terms of this agreement morefully and particularly described in the **THIRD SCHEDULE** hereunder written.

2. INTERPRETATIONS

2.1 In this Agreement (save to the extent that the context otherwise so requires):

- i) Any reference to any act of Parliament or State Legislation whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws permissions or directions any time issued under it
- ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or novated
- iii) An obligation of the Allottee in this Agreement to do something shall include an obligation to ensure that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, suffer or allow the same to be done.
- iv) Words denoting Masculine gender shall include feminine and neutral genders as well.
- v) Words denoting singular number shall include the plural and vice versa.

vi) A reference to a statutory provision includes a reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.

vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modification made in this Agreement from time to time in force and all statutory instruments or orders made pursuant thereto.

viii) Any reference to this agreement or any provisions thereof includes all amendments and modification made in this Agreement from time to time in force and supplemental agreements or any other documents and/or agreements.

ix) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.

x) The Schedules shall have effect and be construed as an integral part of this agreement.

3. COMMENCEMENT AND TERMS

3.1 This Agreement has commenced and/or shall be deemed to have commenced on and from the date of execution of agreement (hereinafter referred to as the COMMENCEMENT DATE) and shall remain valid and subsisting unless terminated in the manner as hereinafter appearing.

3.2. TERMS:

A. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to transfer and sale to the Allottee and the Allottee hereby agrees to purchase the said Unit/Apartment and The Properties Appurtenant Thereto morefully described in **PART I** of the **SECOND SCHEDULE** for residential purposes.

B. The Total Price of the said Bare Shell Unit/Apartment based on the carpet area thereof is **Rs.** _____/-(Rupees

_____ **Only)** (hereinafter referred to as the
“Total Price”)

| | | |
|------------|---|--|
| Sl. No. | | |
| a 1) | Apartment No. Type - _____ Floor - _____ BHK - _____ No. of car park | Total Price /Consideration of the Apartment without Taxes |
| a 2) | Taxes (The Goods and Service Tax and any other applicable tax on the said Unit/Apartment Price shall be payable by the Allottee as per prevalent rates) | As per prescribed rates, currently being 5% amounting to Rs. _____/- |
| b) | Extra/Additional Charges (in rupees) with Taxes | |
| b1) | Transformer Charges & Electricity Charges- This amount is payable by the Allottee for installation of the transformer at the said Project for supply of electricity from CESC together with other costs, incidentals, charges and expenses to be incurred by the Developer in making arrangement with CESC or any other Authority for providing electricity and installing transformer at the said Project. | On Actuals + applicable GST |
| b2) | CESC Security Charges Provided the Allottee shall pay the Deposit to CESC directly on account of Individual Meter. | On Actual |

| | | |
|-----|---|---|
| b3) | Legal and Documentation Charges including incidental charges | Rs. _____/-on Agreement + applicable GST Rs. _____/-on Possession + applicable GST |
| b4) | Association Formation Charges means the one-time charges payable by the Allottee/Owner towards the costs and expenses incurred for formation, registration, and establishment of the Association of Apartment Owners/Society, including but not limited to legal fees, documentation charges, registration fees, consultancy fees, administrative expenses, and all incidental costs required for constituting and operationalizing the Association in accordance with applicable laws. | Rs. _____/- + applicable GST |
| b5) | Generator Connection (Rs. 25,000 per KVA) As per Annexure | Rs. _____/- + applicable GST |
| b6) | VRV Air Conditioning Installation Charges (To be given specifically to bedroom, living and dining) | Rs. _____/- + applicable GST |
| b7) | Club Membership Charge- The amount shall be payable towards 12 (twelve) months' advance club membership charges, as on when, the Club becomes operational, either in part or in full. | Rs. _____/- + applicable GST |
| b8) | Rule 25 charges | Rs.80/- per sq.ft. + applicable GST |

| | | |
|------|--|-------------------------------|
| b9) | Interest-free Advance Maintenance Charges- The amount shall be payable towards 12 (twelve) months' advance maintenance charges. The same shall be adjusted against the maintenance charges payable by the Allottee for the first 12 (twelve) months, commencing from the date on which maintenance charges for the use of common areas become due. The Allottee shall pay to the Promoter an amount equivalent to 1 (one) year of Maintenance Charges plus applicable GST | Rs...../- + applicable GST |
| b10) | Interest-Free Sinking Fund Deposit- This amount is payable for repairs replacement, improvements and developments in the said Project. This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes as the Developer or the Association may deem fit and proper. The Promoter shall hand over the Sinking Fund without any interest less any expenditure reasonably incurred for major repairs or capital replacements and deductions as agreed herein to the Association at the time of transfer of maintenance responsibilities. | Rs...../- + applicable GST |
| C) | Deposits | |
| C1) | Interest-Free Deposits on account of municipal rates and taxes to be appropriated in respect of the said Unit/Apartment for 12 months. The Promoter shall transfer municipality deposits which are transferable deposits and/or funds free of any accrued interest to the Allottee after the Allottee completes the mutation, subject to deductions, if any, as ascertained by the Promoter.(without GST) | Rs. _____/- |
| C2) | Club Deposit- <i>The Allottee shall, at the time and in the manner stipulated herein, place with the Developer an interest free refundable and adjustable deposit titled as "Club Maintenance Deposit" ("Deposit") for and on</i> | Rs. _____/- |

| | | |
|--|---|---|
| | <p><i>behalf of the proposed association / society / body of allottees ("Association"), to be formed in respect of the Project/Building.</i></p> <p><i>The Deposit is being collected and held by the Developer in a fiduciary / custodial capacity until formation of the Association and is intended to form part of the funds to be made available to the Association upon its formation/constitution, subject to the terms hereof.</i></p> <p><i>The Developer shall be entitled, prior to transfer of the Deposit to the Association, to adjust and appropriate from the Deposit any due amounts payable by the Allottee towards Club membership fees and/or Club maintenance charges or any other charges in accordance with this Agreement / applicable Club rules, and the balance amount (if any) shall be transferred/remitted to the Association (or as the Association may direct in writing). Upon transfer/remittance of the balance Deposit to the Association, the Developer shall stand discharged in respect thereof, subject to due accounting of adjustment(s), if any.</i></p> | |
| | Total Extras charges and Deposit | Rs. _____ + On Actuals |

Explanation:

- (i) The Total Price above includes the Booking Amount paid by the Allottee towards the said Unit/Apartment.
- (ii) The Total Price above excludes taxes (consisting of tax paid or payable by way of G.S.T., or any other tax if any applicable as per law, and Cess or any other similar taxes and levies which may be levied, in connection with the construction of the Project, by whatever name called) up to the date of handing over the possession of the said Unit/Apartment to the Allottee and/or the execution & registration of the Deed of Conveyance;

Provided that all the applicable taxes and levies shall be payable by the Allottee to the Developer;

- (iii) The Developer shall periodically intimate in writing to the Allottee the amount of the instalments of the Total Price payable as well as amounts payable towards Extra/Additional charges and Deposits as well as the Applicable Taxes, as stated in (i) above and the Allottee shall make the payment demanded within 15 (fifteen) days from the date of such written intimation. In addition, the Developer shall provide on written request 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. The Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments, and impositions.
- (iv) The Developer shall transfer the Sinking fund, Advance Maintenance Charges and any other transferable deposits as may be deemed appropriate by the Developer, free of interest, (less any expenditure incur for major repairs or capital replacement and deductions) to the Association upon its formation, subject to deductions, if any, as ascertained by the Developer;
- (v) The Total Price of the said Unit/Apartment includes the proportionate share of land in the Said Premises and the Common parts and portions, facilities and installations as morefully and particularly described in **PART-I & PART-II of the SIXTH SCHEDULE**) as mentioned in this Agreement.
- (vi) Any additional documentation required to be

drafted/executed/registered by the Developer at the request of the Allottee, other than the Agreement for Sale and the Conveyance Deed, shall attract additional charges of Rs.15,000/- (Rupees Fifteen Thousand) alongwith applicable GST.

- C.** The Total Price is escalation free, save and except increases which the Allottee hereby agrees to pay due to increase on account of any increase in area and/or the 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 and/or increases as may be otherwise agreed. The Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- D.** The Allottee shall make the payment of the Total Price together with Extra/Additional charges and Deposits as per the payment plan set out in **THIRD SCHEDULE** ("**Payment Plan**"). Payment of any instalment if made in advance shall generally be adjusted to the next instalment. No interest shall be paid by the Developer for such Advance payments made by the Allottee or by Housing Finance Companies/Banks etc on behalf of Allottee.
- E.** The Developer may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments at mutually agreed terms for the period by which the respective instalment may be 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 Developer.

- F.** It is agreed that the Developer shall not make any additions and alterations in the Sanctioned Plan, layout plans and specifications and the nature of fixtures, fittings and amenities in respect of the said Unit/Apartment except as agreed upon, without the previous written consent of the Allottee and the Developer may charge, additional amounts for such modifications as may be agreed with the Allottee. However the Developer shall be entitled to make such additions and/or alterations as required and/or modify the sanction plan so long as the same does not affect the said Unit/Apartment.
- G.** The Developer shall confirm the final carpet area that have been allotted to the Allottee after the construction of the Building/Tower is complete and the Partial or Full Completion/Occupancy Certificate is granted by the KMC, 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 Developer. If there is any reduction in the carpet area within the defined limit, then the Developer shall refund the excess money paid by Allottee within 45 days with annual interest @ specified in the Rules which at present is the prime lending rate of the State Bank of India plus two per cent per annum. If there is any increase in the carpet area, allotted to the Allottee, the Developer shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in Third Schedule. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement. No claim by either party on any variation of carpet area or increase or decrease of Total Price shall be made after expiry of 15 days of issuance of notice by the Developer to the Allottee to take possession of the Unit.
- H.** Subject to the Allottee not committing any default in terms of this

Agreement including under Clause 9.3, the Developer agree and acknowledge that the Allottee shall have ownership rights in respect of the said Unit/Apartment as mentioned herein:

- (i) The Allottee shall have exclusive ownership rights in respect of the said Unit/Apartment and together with the Car Parking Space (defined below) described in **PART-I** of the **SECOND SCHEDULE** . The allotment of the Car Parking Space (defined below) shall be made by the Developer after issue of the completion/occupancy certificate by KMC and such allotment shall be made by the Developer at its sole discretion.
- (ii) The Allottee shall have the right to use the Common parts and portions, facilities and installations morefully and particularly mentioned and described in the **PART-I AND PART-II** of the **SIXTH SCHEDULE** hereunder written along with other allottees/occupants of the Project, Developer, transferees, and other occupants, without causing any inconvenience and hindrance to him/her/it/them and as per rules made in this respect including the House Rules (morefully described and defined in **FIFTH SCHEDULE**). The Allottee shall use the Common parts and portions, facilities and installations along with the Developer, other allottees and occupants, without causing any inconvenience or hindrance to it/them and subject to making timely payment of the Maintenance Charges (defined below), property taxes and other liabilities and charges as applicable. It is clarified that the Developer shall hand over the Common parts and portions, facilities and installations to the Association upon formation (defined below) after duly obtaining the completion/occupancy certificate from Kolkata Municipal Corporation (**KMC**) as provided in the Act;

- (iii) That the computation of the Total Price of the said Unit/Apartment includes recovery of price of the land and the construction of not only the said Unit/Apartment but also the proportionate share in the Common parts and portions, facilities and installations and includes cost for providing all facilities to be provided within the Project as mentioned in PART-I and PART-II of the SIXTH **SCHEDULE** . The Allottee has also agreed to make timely payment of the Additional Charges and Deposits morefully described in Clause3.2sub-clause (B) of this Agreement. The Additional Charges and Deposits are an integral part of the transaction and non-payment/delayed payments thereof shall also result in default on the part of the Allottee and the consequences mentioned in Clause 9.3 shall follow.
- I.** It is made clear by the Developer and the Allottee agrees that the said Unit/Apartment 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 previous project in its vicinity or otherwise. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of all the present and future Allottees of theProject.
- J.** The Developer agree(s) to pay all outgoings relating to the said Unit/Apartment, which it has collected from the Allottee, for the payment of outgoings (including municipal or other local taxes, charges for water or electricity, Maintenance Charges, repayment of mortgage loan taken by the Developer and interest on such mortgages or other encumbrances on the said Unit/Apartment and such other

proportionate liabilities payable to competent authorities, banks and financial institutions, which are related to the Project till the date of Possession Notice. If the Developer fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before handing over the physical possession of the said Unit/Apartment to the Allottee, then the Developer agrees to be liable, even after handing over the physical possession of the said Unit/Apartment, 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.

K. The Allottee has paid a total sum of **Rs. _____/- (Rupees _____ Only)** as Booking Amount being part payment towards the Total Price of the said Unit/Apartment at the time of application and/or thereafter, the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the said Unit/Apartment as prescribed in the Payment Plan mentioned in **THIRD SCHEDULE** whether demanded by the Developer or not, within the time and in the manner specified therein.

Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules, alongwith applicable GST. If there is delay in obtaining loan or if the Allottee fails to obtain loan from any financial institution /Bank for any reason whatsoever it cannot be a ground for delaying payment of outstanding instalment. Provided that if the allottee delays in payment towards any amount he shall be liable to pay interest at the rate specified in the RERA Rules which at present is the prime lending rate of the State Bank of India plus two per cent per annum alongwith applicable GST.

4. MODE OF PAYMENT

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottee shall make all payments, on written demand by the DEVELOPER within the stipulated time as mentioned in the payment plan through account payee cheque/demand draft/banker's cheque or online payment in favour of "**PS GROUP REALTY PVT. LTD. PROJECT COLLECTION ACCOUNT**" payable at Kolkata.

The Allottee acknowledges that it is their responsibility to make timely payment of the total purchase price and other amounts payable in terms of this agreement and the DEVELOPER from time to time shall give notice as the amounts due and payable by the Allottee and such notice may be sent by the DEVELOPER electronically, ordinary mail or by speed post with acknowledgment due/Courier. In case of payment by Cheque a process charge of Rs.500/- plus applicable GST will be charged. It is agreed and recorded that no cash payment is acceptable by the Developer from the Allottee.

5. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 5.1 The Allottee if a Non-Resident Indian, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act 1999 (FEMA), Reserve Bank of India Acts & Rules (RBI) made there under or any other statutory amendments /modifications made thereof and all other applicable laws including that of remittance of payments, acquisition, transfer of immovable property etc. and provide the DEVELOPER with such permissions, approvals which would enable the DEVELOPER to fulfil its obligations under this Agreement. The Allottee agree that in the event of any failure on their part to comply with the applicable guidelines issued by RBI, the Allottee along shall be liable for any action under FEMA or any other laws as applicable as amended from time to time.

5.2 The Allottee shall keep the DEVELOPER 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 DEVELOPER immediately and comply with the necessary formalities towards under the applicable laws. The DEVELOPER shall not be responsible towards any third party making payments, remittances on behalf of the Allottee and such third party shall not have any right in this Agreement/allotment of the said Unit/Apartment in any way and the DEVELOPER shall issue the payment receipts in favour of the Allottee only.

6. ADJUSTMENT/APPROPRIATION OF PAYMENT

The Allottee authorizes the DEVELOPER to adjust/appropriate all payments made by them under any head(s) of dues against lawful outstanding, if any, in their name as the DEVELOPER may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the DEVELOPER to adjust their payment in any manner.

7. TIME IS ESSENCE

Time is the essence for the DEVELOPER as well as the Allottee. The Developer shall abide by the time schedule for completing the construction of the Residential Building and handing over the Unit and the Properties Appurtenant thereto to the Allottee after obtaining the Partial Completion Certificate or Completion Certificate. The Allottee acknowledges that it is their responsibility to make timely payment of the total purchase price and other amounts payable in terms of this agreement subject to the simultaneous completion of construction by the Developer as provided in **THIRD SCHEDULE.**

The DEVELOPER from time to time shall give notice as to the amounts due and payable by the Allottee and such notice may be sent by the DEVELOPER electronically, ordinary mail or by speed post with acknowledgement due/Courier.

8. CONSTRUCTION OF THE RESIDENTIAL BUILDING/UNIT

The said Residential Building and/or the Unit shall be constructed in a workmanlike manner with quality materials. The Developer shall develop the project in accordance to the plan approved by the competent authority. The Developer undertakes not to make additions or put up additional structures anywhere in the project after the building plan, layout plan, sanctioned plan and specifications, amenities and facilities have been approved by the competent authorities and disclosed, except for as provided under the provisions of law. The Allottee acknowledges that taking into various factors and as and when required by the Architect for the time being of the said project it may be necessary to alter and/or modify the plan sanctioned by the authorities concerned and the Allottee acknowledges and consents that the Developer shall be entitled to modify and/or alter the Plan so long as the same does not adversely affect the Unit intended to be acquired by the Allottee.

9. POSSESSION OF THE APARTMENT/UNIT

- 9.1 Possession of the said Unit/Apartment: The Developer agrees and understand that timely delivery of possession of the said Unit/Apartment is the essence of the Agreement. The Developer, based on the approved Sanctioned Plan and specifications, assures to hand over possession of the said Unit/Apartment on the date specified in **PART-I of the SECOND SCHEDULE** , unless there is delay or failure due to war, flood, epidemic, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project or any delay beyond the control of the Developer (“Force Majeure”). If, however, the

completion of the Project is delayed due to the Force Majeure conditions, then the Allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the said Unit/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 Developer to implement the Project due to Force Majeure conditions, then this allotment and/or the Agreement for Sale shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Developer from the Allottee within 45 (forty-five) days from that date after appropriating such amount as deemed fit and proper. After refund of the money paid by the Allottee agrees that he/she/they/it shall not have any rights, claims, etc. against the Promoter and that the Developer shall be released and discharged from all their obligations and liabilities under this Agreement.

9.2 PROCEDURE FOR TAKING POSSESSION: The Developer upon obtaining completion certificate issued by the competent authority/KMC and subject to the Allottee not being in breach of any of their obligations under this Agreement, shall offer in writing the possession notice of the Unit/Apartment to the Allottee in terms of this Agreement along with the final demand letter.

Upon following all the due compliances as stated in the Possession Notice, and registering the conveyance of the Said Unit, exclusive physical possession of the Said Unit, would be delivered to the Allottee. However, the Allottee shall be liable to make payment of Common Expenses morefully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written and Rates & Taxes from the Date Of Possession Notice as stated above and in addition, all statutory taxes and penalties and applicable GST shall also be borne and paid by the Allottee.

In the circumstances whereby the Allottee fails to comply with the terms and conditions of this Agreement, the Developer shall be entitled to hold the said Unit/Apartment till such time the Allottee completes his/her obligations, it being expressly agreed upon that the date of Completion Certificate shall be treated as the date for the Allottee to make payment of all dues including maintenance charges and rates and taxes as applicable.

In case physical possession of the Unit be withheld by the Developer due to non-compliance of the Allottee to the terms and conditions of said Agreement and/or the Possession Notice, possession will be deemed to have been taken by the Allottees on the deemed date of possession (i.e. end of 15th day of **Possession Notice**, to be referred to as the **Deemed Possession Date**). The Allottee shall become liable for Demurrage /Holding Charges @ Rs.50,000/- per month alongwith applicable GST, either on failure of taking possession or registration of deed of conveyance from the date of notice of possession and in addition, all interests, statutory taxes and penalties and applicable GST shall also be borne and paid by the Allottee.

Additionally, the Allottee agrees(s) to pay the maintenance charges including GST on and from 30 days from the date of Possession Notice as stated above as determined by the Developer/association as the case may be, irrespective of the allottee taking physical Possession of the said unit or not.

The Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developer. The Developer, on its behalf shall offer possession to the

Allottee in writing within 90 days of receiving the completion certificate of the Project/Building containing the Unit

The Allottee agree(s) to make payment of the maintenance charges including GST from the date of Possession Notice or Completion Certificate or otherwise as stated above.

9.3. FAILURE OF ALLOTTEE TO TAKE POSSESSION :The Allottee shall take possession of the said Unit/Apartment within 15 days of the issuance of the Possession Notice by providing necessary indemnities, undertakings to the Developer and upon making complete payment of all the dues as defined in this agreement and upon executing and/or registering such other documents including a Deed of Conveyance as required by the Developer. In the event the Allottee fails to make payment of all amounts due and payable by them to the Developer in terms of this agreement and to take over possession of the said Unit/Apartment in the manner as hereinbefore mentioned and such default continues for a period of two months then and in such event the Allottee shall be declared as a Defaulter and the Developer shall be at liberty to take such steps and/or measures as defined in this Agreement. In the event, the Allottee fail to take possession of the said Unit/Apartment as defined hereinabove the Allottee shall continue to be liable to make payment of CAM charges, pre-determined demurrage charges @ Rs.50,000/- per month alongwith applicable GST and other outgoings as mentioned in this Agreement to the Developer/Maintenance Company.

9.4 POSSESSION BY ALLOTTEE: After obtaining the partial/full completion/ occupancy certificate and handing over physical possession of the apartments/units to all the allottees, it shall be responsibility of the Developer to hand over the necessary documents and plans, including Common Areas, to the association, as per the local laws.

9.5. CANCELLATION BY THE ALLOTTEE: The Allottee shall have the right to cancel/withdraw their allotment in the said project in terms of the provision as laid down under the said Act and Rules Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Developer, the Developer herein is entitled to forfeit 10% (ten percent) of the Total Price together with any interests, penalty paid/payable by the Allottee, brokerage/commissions, paid to any real estate agent/channel partner/ broker, GST, stamp duty and registration charges or any amount collected towards Extra/Additional Charges and Deposits . 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 save and except with proper legal recourse.

The Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments, and impositions, as has been borne by the Allottee.

9.6 CANCELLATION BY THE DEVELOPER: In terms of this agreement time for payment of the total purchase price and other amounts is and shall always remain as the essence of the contract and in the event of the Allottee failing to make payment of any of the amounts payable in the manner as provided for in this agreement then and in that event the DEVELOPER shall be entitled to terminate this agreement by giving to the Allottee 15 days' notice in writing (hereinafter referred to as the NOTICE OF CANCELLATION) and upon expiry of the notice period this Agreement shall automatically stand cancelled and in such an event the Allottee shall cease to have any right under this agreement or in respect of the said Unit/Apartment. Upon such cancellation and/or termination the DEVELOPER shall be required to refund back such amount paid by the Allottee towards allotment of the said Unit/Apartment within 45 days of such termination or cancellation or within such time as decided by the

Developer whichever is later after forfeiting and/or deducting the following amounts:-

- (a) an amount equivalent to 10% of the total consideration amount/Total Price required to be paid by the Allottee towards allotment of the said Unit/Apartment together with taxes as applicable
- (b) CAM and other charges required to be paid by the Allottee till date in terms of this agreement
- (c) any interest if due and payable in terms of this agreement
- (d) any amount required to be paid by the Allottee towards GST and other statutory dues in terms of this agreement
- (e) any pre-determined demurrage charges in terms of this agreement
- (f) any brokerage or commission paid to any real estate agent/channel partner/broker
- (g) any loss incurred by the Developer upon cancellation of the said Unit/Apartment including any loss on resale of the said Unit/Apartment
- (h) any other charges incurred by the Developer in terms of this agreement.
- (i) Extra/Additional Charges and Deposits collected from the Allottee.

9.7 **Compensation:** The Owner shall compensate the Allottee in case of any loss caused to him/her/them/it due to defect in the title in respect of the Said Premises , and the claim for compensation under this provision shall not be barred by limitation provided under any law for the time being in force. The Developer shall not have any liability regarding the title right or interest since the same is the responsibility, obligation and liability solely of the Owner.

Except for occurrence of a Force Majeure event or reasons beyond control of the Developer, if the Developer fails to complete or is unable

to give possession of the said Unit/Apartment (i) in accordance with the terms of this Agreement within the date specified in **PART-I** of the **SECOND SCHEDULE** ; or (ii) due to discontinuance of the Developer's business on account of suspension or revocation of the registration under the Act, or for any other reason attributable to the Developer, the Allottee shall be at liberty to cancel the allotment and upon such cancellation the Developer shall return the total amount received by them towards the Total Price of the said Unit/Apartment, with interest at the rate specified in Rule 17 of the WBRERA Rules, which at present is the Prime Lending Rate of the State Bank of India plus two per cent per annum which shall be deemed to include compensation provided under the Act within 45 (forty five) days of it becoming due or within such further time as may be agreed between the parties . If the Allottee does not withdraw from the Project within 45 (forty five) days of the date specified in **THIRD SCHEDULE**, then it shall be deemed that the Allottee has voluntarily opted not to withdraw from the Project and the option of withdrawal shall not be applicable after such 45 (forty five) days and/or shall cease to be valid or have effect;

10. REPRESENTATION, DISCLOSURE, DISCLAMIER AND WARRANTIES OF THE OWNER AND DEVELOPER

10.1 The Owner and Developer hereby represents and warrants to the Allottee as follows:-

- (i) The Owner has absolute, clear and marketable title in respect to the said Premises save and except the rights of the Lessee and has the requisite rights to carry out development upon the said Premises and absolute, actual, physical and legal possession of the said Premises for the Project; The Owner and/or the Lessee has actual, physical and legal possession of the Said Premises for the Project and the same has been made available to the Developer for the purpose of development and construction pursuant to the Development Agreement;

- (ii) The Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the project;
- (iii) There are no encumbrances on the said premises except for construction mortgage and/or the rights of the lessee in the said Development Agreement. The rights of the lessee to be surrendered with the receiving of the Completion Certificate.
- (iv) There are no litigations pending before any Court of law with respect to the said Premises
- (v) That the said Premises is under lease of the Confirming Party who has agreed to surrender its lease upon receiving the Completion Certificate (CC) from the Kolkata Municipal Corporation and upon handing over the Lessee's entitlement as morefully and particularly described in the said Development Agreement.
- (vi) All approvals, licenses and permits issued by the competent authorities with respect to the Project, are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project;
- (vii) The Developer 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;
- (viii) The Developer 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 project, and the said

Unit/Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

- (ix) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Unit/Apartment to the Allottee in the manner contemplated in this agreement;
- (x) With the execution & registration of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the unit to the Allottee;
- (xi) 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;
- (xii) the Developer 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;
- (xiii) 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 Developer in respect of the said Project;
- (xiv) That the premises is not Waqf property.

11. **EVENTS OF DEFAULTS AND CONSEQUENCES:**

11.1 Subject to the Force Majeure clauses and reasons beyond control, the Developer shall be considered under a condition of default, in the following events:

- (i) Developer fail to offer to provide ready to move in possession of the said Unit/Apartment to the Allottee within the time period specified in **THIRD SCHEDULE** .
- (ii) Discontinuance of the Developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

11.2 In case of default by the Developer under the conditions listed above, Allottee is entitled to the following:

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

The Allottee shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee towards the Total Price for sale/transfer of the said Unit/Apartment, along with interest at the rate prescribed in the rules which at present is the prime lending rate of the State Bank Of India plus 2% per annum within 45 (forty-five) days of receiving the termination notice or within such further time as may be agreed between the parties. The fees and expenses relating to this Agreement including

stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, brokerage, Extra/Additional Charges, and Deposits etc. shall not be refundable.

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he/her/it shall be paid, by the Developer, interest at the rate specified in Rule 17 of the WBRERA Rules, for every month of delay till the handing over of the possession of the Apartment.

11.3 The Allottee shall be considered under a condition of default, on the occurrence of *inter alia* the following events:

- (i) In case the Allottee fails to make payments of the demands made by the Developer as per the Payment Plan under **THIRD SCHEDULE** hereto and/or timely payment of the Additional Charges and Deposits under Clause 3.2 sub-clause(B) of this Agreement, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Developer on the unpaid amount at the rate prescribed in the RERA Act or Rules which at present is the prime lending rate of the State Bank Of India plus 2% per annum alongwith applicable GST;
- (ii) In case of under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Developer's in this regard, the Developer may cancel the allotment/Agreement of the said Unit/Apartment in favour of the Allottee and refund the money paid to the Developer by the Allottee towards the Total Price by deducting the Booking Amount as well as the fees and expenses relating to this Agreement including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration,

brokerage, Additional Charges and Deposits etc and the interest liabilities and this Agreement shall thereupon stand terminated and the Developer shall be free to deal with, dispose of and/or transfer the said Unit/Apartment to anyone else without any reference to the Allottee whose rights and/or entitlements shall come to an end forthwith upon termination.

12. CONVEYANCE OF THE SAID UNIT/APARTMENT

- 12.1 The DEVELOPER on receipt of the Total Price of the Unit together with Additional Charges and Deposits and the Properties Appurtenant thereto under this Agreement from the Allottee along with interest due thereon if any, the Deed of Conveyance shall be executed & registered in favor of the Allottee within three months from the date of taking over possession and time in this regard is and shall be treated as the essence of the contract. The Allottee will receive the possession of the said Unit/Apartment on payment of the Total Price, Additional Charges and Deposits and registration of the Deed of Conveyance. However, in the event the Allottee fails to execute & register the deed of conveyance within the period of three months upon request and/or intimation made by the Developer then and in such event the Allottee shall be liable to make payment of damages and/or compensation to the Developer @ Rs.50,000/- (Rupees Fifty Thousand) alongwith applicable GST per month (hereinafter referred to as the said Demurrage Charges) for such delay caused in execution and registration of the deed of conveyance.
- 12.2 Within fifteen days from the date of possession notice to that effect being given by the DEVELOPER to the Allottee, the Allottee shall deposit the requisite amount on account of stamp duty, registration charges, legal expenses and other incidental expenses and without the Allottee depositing the said amount the Developer will not be under an obligation to execute & register the Deed of Conveyance and in the event of the

Allottee failing to deposit the requisite amount within the stipulated time then and in that event without prejudice to any other right which DEVELOPER may have the Allottee shall be liable and agree to make payment of Demurrage CHARGES and the Allottee acknowledges such guarding charges is fair and reasonable in as much as the DEVELOPER shall continue to hold the Unit for and on behalf of and on account of the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act 1899 including any actions taken or deficiencies/penalties and imposed by the competent authority.

13. MAINTENANCE OF THE SAID RESIDENTIAL BUILDING/UNIT/PROJECT –

The Developer shall be responsible to provide and maintain essential services in the Project including the Building till the same is taken over by the association. The cost of such maintenance has not been included in the Total Price of the said Unit/Apartment and the same shall be paid by the Allottee as agreed with the Developer upon demand.

A sum calculated @ Rs. _____/ per sq. ft. per month or at any other rate based on estimate of the Developer to be decided at the time of giving possession for a period of 12 months shall be deposited by the Allottee. Apart from the same, the Allottees undertake to make necessary monthly payments of maintenance charges as and when demanded by the Developer after obtaining the completion certificate. In the event the Allottees fail to pay such maintenance charges then the Developer shall be at liberty to appropriate such amount from the Sinking Fund Deposit. However, the Allottees undertake to make necessary payments over and above such advance maintenance Charges, if necessary, for such maintenance as fixed by the Developer at actuals; on the basis that the Association shall be formed within a period of 12 months from the date of Completion Certificate for the whole Project. In case the formation of the

Association is delayed beyond the said period, the Developer shall provide and maintain the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottees shall be liable to pay to the Developer the charges for such maintenance as fixed by the Developer at actuals. Out of the amount so deposited, any unpaid due may be adjusted against maintenance charges with the balance kept deposited with the Developer and only on handing over of maintenance to association the said deposit, without any accrued interest, shall be handed over to the association.

14. DEFECT LIABILITY:

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

It is clarified that the DEVELOPER shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee and/or any other Allottee in the project or acts or any third party(ies) or on account of any force majeure events including on account of any repairs / redecoration/or any other work undertaken by the Allottee and/or any other Allottee/person in the said Project .

It is hereby further agreed that at any stage any damage is caused to any other unit and/or the common parts and portions of the said residential building due to the fit outs carried out by the Allottee in their respective

unit then and in such event the Allottee shall stand liable for repairs/replacement/rectification of such damage at their own cost and in this regard the Allottee hereby duly indemnifies the Developer.

15. RIGHT OF ALLOTTEE TO USE COMMON AREAS/ COMMON PARTS AND PORTIONS, FACILITIES AND INSTALLATIONS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:

The Allottee has agreed to purchase the said Unit/Apartment on the specific understanding that his/her/their/its right to the use of Common parts and portions, facilities and installations shall be subject to timely payment of Maintenance Charges, as determined and thereafter billed by the Developer/Maintenance Agency/Association or the Maintenance Agency appointed by it and performance by the Allottee of all his/her/their/its obligations in respect of the terms and conditions specified by the Developer/Maintenance Agency/Association or the Maintenance Agency appointed by it from time to time.

16. RIGHT TO ENTER THE SAID UNIT/APARTMENT FOR REPAIRS:

The Developer/Maintenance Agency/Association shall have rights of unrestricted access to all Common parts and portions, facilities and installations mentioned in **PART-I and PART-II** of the **SIXTH SCHEDULE** for providing necessary maintenance and repair services and the Allottee agrees to permit the Developer/Maintenance Agency/Association to enter into the said Unit/Apartment and/or car parking spaces or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to cause necessary repairs and maintenance and set right any defect.

17. USAGE:

Use of the Service Areas : The service areas if any, as located within the Project, shall be ear-marked for purposes such as facilities and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipments, etc. and other permitted uses as per Sanctioned Plan. The Allottee shall not be permitted to use the services areas in any manner whatsoever, and the same shall be reserved for use by the Association formed for rendering maintenance services.

18. GENERAL COMPLIANCE WITH RESPECT TO THE SAID UNIT/APARTMENT:

- 18.1 Subject to Clause 12.2 above, the Allottee shall from and on the date of Possession, issued , be solely responsible to maintain the said Unit/Apartment at his/her/their/its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building and/or the Project, or the said Unit/Apartment or the Common parts and portions, facilities and installations which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Unit/Apartment and shall keep the said Unit/Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 18.2 The Allottee further undertakes, assures and guarantees that he/she/they/it would not put any sign-board /name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, Building therein or

Common parts and portions, facilities and installations. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the said Unit/Apartment or place any heavy material in the common passages or staircase of the Building and/or the Project. The Allottee shall also not remove any wall including the outer and load bearing wall of the said Unit/Apartment.

- 18.3 The Allottee shall plan and distribute his/her/their/its electrical load in conformity with the electrical systems installed by the Developer and thereafter the Association and/or Maintenance Agency appointed by it. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 18.4 The Allottee agrees, covenants and undertakes to observe and comply with the covenants and/or House Rules mentioned in **FIFTH SCHEDULE** and shall be liable and responsible for all losses and damages arising in case of default, violation and/or breach of any of them.

19. **COMPLIANCE OF LAWS, NOTIFICATIONS, ETC. BY ALLOTTEE:**

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

20. **ADDITIONAL CONSTRUCTIONS:**

The Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the Developer receives the completion certificate of the plan except for as provided under the Act as well as in the Agreement.

21. **DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE :**

21.1 After the Developer executes this Agreement, they shall not mortgage or create a charge on the Said 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 Allottees who has taken or agreed to take such Apartment.

21.2 However the Developer shall be entitled to securitize the Total price and other amounts, respectively, payable by the Allottees under this agreement (or any part thereof), in the manner permissible under the Act/Rules, in favour of any persons including banks/financial institutions and shall also be entitled to sell and assign to any person or institution the right to directly receive the Total Price and other amounts payable by the Allottees under this Agreement or any part thereof . Upon receipt of such intimation from the Developer the Allottees shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement, in the manner as intimated.

22. **APARTMENT OWNERSHIP ACT:**

The Developer has assured the Allottees that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972 and the Rules made there under and that the Project in its entirety is in

accordance with the applicable laws as applicable in the State of West Bengal to the extent applicable and within the knowledge of the Developer.

23. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer 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 registration authority as and when intimated by the Developer. If the Allottee fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or to pay the applicable stamp duty and registration fees and to appear before the concerned registration authority for its registration as and when intimated by the Developer, then the Developer 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, shall be treated as cancellation of this Agreement by the Allottee without any default of the Developer and in such case the provision of Clause 11.3 regarding termination, forfeiture and refund shall be applicable. It is made clear that the Allottee shall not be entitled to any interest or compensation whatsoever.

24. **ENTIRE AGREEMENT:**

This Agreement, along with its Schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all previous assurances, representations, brochures, advertisements including through digital/electronic media,

correspondence, negotiations, understandings, any other agreements, allotment letter, correspondences, arrangements, whether written or oral, if any, between the Parties in regard to the said Unit/Apartment.

25. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties. Any document containing any additions, modifications, amendments, consents or variations accepted by the parties shall be valid and binding irrespective of whether the same is registered or not.

**26. 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 said Unit/Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent allottees of the said Unit/Apartment, in case of a sale/transfer that is validly made with the prior written consent of the Developer, as the said obligations go along with the said Unit/Apartment for all intents and purposes.

27. WAIVER NOT A LIMITATION TO ENFORCE:

- 27.1 The Developer 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 timely payments as per the Payment Plan as mentioned in the Third Schedule 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 Developer in the case of one Allottee shall not be

construed to be a precedent and/or binding on the Developer to exercise such discretion in the case of other Allottees.

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

28. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act and/or the Rules and/or 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 the Act and/or the Rules and/or 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.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottee(s) in the Project, the same shall be the proportion which the carpet area of the said Unit/Apartment bears to the total carpet area of all the apartments/units in the Project.

30. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such deeds, documents and instruments and take such other

actions and steps, 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.

31. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by or on behalf of the Developer through their/its respective authorized signatory/constituted attorney at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Allottee in Kolkata after the Agreement is duly executed by the Allottee. After execution this Agreement shall be registered at the office of the Registrar, District Sub-Registrar, Additional District Sub-Registrar and/or any other authority having jurisdiction to register this Agreement. Hence this Agreement shall be deemed to have been executed at Kolkata .

32. NOTICES:

All notices to be served on the Allottee and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Developer by Speed Post with A.D./Courier at his/her/their/its respective addresses specified below:

For the Allottee:

Name: _____

Address: _____

Contact No.: _____

For the Developer:**Name:** P S Group Realty Private Limited**Address:** 1002, EM BYPASS, Kolkata- 700105

It shall be the duty of the Allottee and each of the Developer to inform the other parties of any change in address subsequent to the execution of this Agreement in the above address by Speed Post with A.D./Courier within 15 (fifteen) days from such change of address of the concerned Party, failing which all communications and letters posted at the above address shall be deemed to have been received by each of the Developer or the Allottee as the case may be.

33. JOINT ALLOTTEES:

That in case there are joint allottees all communications shall be sent by either of the Developer to the allottee whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the allottees.

The application form on the basis of which the transaction has been entered into shall continue to be valid and subsisting and shall be deemed to be a part of this Agreement. Waiver or limitation of any right or interest and/or any consent given by any party in this Agreement and/or any part hereof and/or in any document hereafter, shall be valid and binding and the same shall also be deemed to be voluntarily given, repeated and/or reiterated by such party subsequent to the signing of this Agreement.

34. GOVERNING LAW:

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

35. 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 amicably by mutual discussion, failing which the same shall be referred to Arbitration under the Arbitration and Conciliation Act, 1996. The Arbitral Tribunal shall consist of a sole Arbitrator to be appointed in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be held at Kolkata in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The parties have agreed that the sole Arbitrator shall not be bound to follow the rules of evidence and shall have summary powers and may make interim orders and Awards, whether interim or final. The Award/Awards made by the Arbitrator shall be final and the parties agree to be bound by the same.

The Additional Terms mentioned below have been mutually agreed upon as per the contractual understanding between the Parties. Such Additional Terms are not intended to be in derogation of or inconsistent with the mandatory terms and conditions of the Act and the Rules and Regulations made thereunder.

36. ADDITIONAL TERMS

Notwithstanding anything to the contrary contained hereinbefore, the parties have mutually agreed to the following terms which shall be valid and binding on them/it in addition to and/or in modification/supersession of those contained hereinbefore:

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 or the Act and the Rules and Regulations made thereunder.

- (i) The Allottee has consented to and/or hereby irrevocably consents that the Developer may make modifications, additions and alterations within permissible and/or prevailing norms regarding the construction and the specifications of the Building, the Common parts and portions, facilities and installations, the ground floor layout and/or the said Unit/Apartment as may be deemed necessary and/or as may be advised by the architects and/or as may be required by any authority and the same is and shall be deemed to be the previous written consent under the Act. It is expressly stated that such additions and alterations without any consent of the Allottee shall be applicable till the date of the Completion Certificate. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price and/or the area of the said Unit and the Common parts and portions, facilities and installations mentioned in **PART-I and PART-II of the SIXTH SCHEDULE** shall not be reduced to the detriment of the Allottee.

- (ii) The decision of the architects regarding the quality and

specifications of the materials and the workmanship regarding construction and completion shall be final and binding on the Parties.

- (iii) On and with effect from the date of possession and/or the date of expiry of the period specified in the Possession Notice mentioned in Clause 9.2, whichever is earlier, the Allottee is be deemed to have fully satisfied with regard to the said Unit/Apartment and the Properties Appurtenant thereto including the construction and the quality, specifications and workmanship of the Unit and/or the Project, the carpet area and built-up area and super built-up area of the said Unit, the structural stability and completion of the Building, the Common parts and portions, facilities and installations, the said Unit/Apartment, etc. and shall not thereafter be entitled to raise any objection or make any claim regarding the same.
- (iv) From the date of Possession Notice, the Allottee shall be liable to pay all outgoings including the monthly charges for use of electricity to the said Unit/Apartment as per sub-meter/independent meter installed for the same within 7 (seven) days of issue of bill.
- (v) After the date of possession or within 30 (thirty) days from the date of execution & registration of the proposed deed of conveyance, whichever is earlier, the Allottee shall apply for mutation to the authorities and shall take all necessary steps and complete, at the Allottee's own costs, the mutation of the said Unit/Apartment in the Allottee's name within 6 (six) months , and the Refundable security deposit of under the head of Municipal Taxes as retained

by us would be refunded forthwith , and in case there is any deficit, the excess payment is to be paid by the Allottee, . On the contrary, The Developer will apply for the suo moto mutation of the said unit and would charge the Allottee on actual basis, after deducting the same from Refundable security deposit of Municipality Taxes and the same will not be challenged by the Allottee.

- (vi) All payments shall be made by the Allottee against proper receipts issued by the Developer and the Allottee shall not be entitled to claim or to set up any other evidence regarding the payment.
- (vii) The Tax Deductible at Source ("**TDS**") under section 194 IA of the Income Tax Act, 1961 shall, if applicable, be deducted by the Allottee on the consideration payable to the Developer and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law. The Developer or the Owner shall not be liable in any manner whatsoever in case of default on the part of the Allottee in depositing such TDS. In case the TDS Amount is not deposited by the Allottee, the Developer shall be entitled to claim damages by the Allottee and in addition shall also be entitled to hold the said Unit till such time the Allottee deposits the same.
- (viii) In case of the Allottee committing any delay or default in any payment to be made to the Developer hereunder, then without prejudice to the other rights and remedies of the Developer in respect of such default hereunder or under law, the Developer may appropriate the subsequent payments made by the Allottee on such head/s of the defaulted amount and interest applicable thereon and in such manner as the Developer may deem fit and proper and the Allottee shall not raise any objection, dispute or claim in respect

thereof.

- (ix) The Developer will not, at its sole discretion, entertain any request for modification in the internal layouts of the Units. In case the Allottee desires (with prior written permission of the Developer to install some different fittings /floorings on his own within the Unit he will not be entitled to any reimbursement or deduction in the value of the Unit. For this purpose, in only those cases where the Allottee has made full payment according to the terms of payment, at its sole discretion, the Developer may subject to receipt of full payment allow any Allottee access to the Unit prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottees provided that such access will be availed in accordance with such instructions of the Developer in writing and that the right of such access may be withdrawn by the Developer at any time without assigning any reasons therefor.
- (x) The Developer through itself or through a facility management company shall run, operate, manage and maintain the Project and upon formation of association of the Project shall hand over the maintenance to the Association.
- (xi) The Rules/ Bye Laws to regulate the use and maintenance of the Common parts and portions, facilities and installations of the Project shall during the interim maintenance period shall be framed by the Developer with such restrictions as may be necessary for proper maintenance and all the allottees of the Project are bound to follow the same. After the Common parts and portions, facilities and installations of the Project are handed over to the association, such association may adopt the Rules and the Bye laws framed by the

Developer, with or without amendments, as may be deemed necessary by the association.

- (xii) Upon construction of the Project at the Said Premises, the Developer shall finally identify and demarcate portions to comprise in the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas which are reserved for common parking and for any other use and the areas so identified shall form part of the Common parts and portions, facilities and installations of the Project.
- (xiii) The Developer shall be at liberty to include the any strip of land within the Project for the purpose of landscaping beautification and to provide other facilities and amenities. The Developer shall also under the statutory guidelines, or Government Authority/KMC/court order and/or in such manner as deemed fit and proper exclude the strip of land from the Project without seeking any consent from the Purchaser.
- (xiv) Upon sanction of the building plan, the Developer and the Owner have entered into an Allocation Agreement dated wherein and whereby each one of them have earmarked and/or allocated their respective units in terms of the said development agreement.
- (xv) Holding Organisation –
 - (a) The Unit Owners shall amongst themselves form a Holding Organization which may be a private limited company, limited liability partnership firm and/or Society or Syndicate and/or Association of Persons (hereinafter referred to as the HOLDING ORGANISATION).

- (b) The Allottee agrees to become a member of such Holding Organization and shall abide by all the rules and regulations which may be framed from time to time by such Holding Organization.
- (C) Until formation of the said Holding Organization the Developer in its absolute discretion may appoint an Adhoc Committee which will comprise of five unit owners (hereinafter referred to as the ADHOC COMMITTEE) and such Adhoc Committee shall be deemed to be the representative body of all the Unit owners of the said Project and upon formation of the said Holding Organization the said Adhoc Committee shall stand dissolved.
- (d) So long as each Unit in the said premises shall not be separately mutated and assessed by the Municipality and/or by the appropriate authority, the Allottee shall pay the proportionate share of all rates and taxes assessed on the whole premises from the date of the completion certificate/notice of possession to the Developer /Facility Manager within 15 days from the demand being made. Such proportion is to be determined by the DEVELOPER on the basis of the proportionate area of the Allottee Unit.

(xvii) FITOUTS:

A. Subject to the Allottee complying with the terms and conditions herein contained and making payment of the amounts agreed to be paid in terms of this agreement the DEVELOPER at its absolute discretion may allow the Allottee to enter upon the said Unit/Apartment to carry out necessary fit out to suit its requirement. While carrying out such Fit Outs the Allottee shall:-

- i) not carry out any structural additions and/or alterations into or upon the said Unit/Apartment

- ii) not change and/or alter the walls and/or the flooring of the said Unit/Apartment
- iii) carry out necessary fitouts into or upon the said Unit/Apartment at its own cost and shall not be entitled to seek any reimbursement from the DEVELOPER nor shall have any claim against the DEVELOPER on any account whatsoever or howsoever
- iv) not cause any nuisance and/or annoyance to the other owners and/or occupiers
- v) Not touse the main lift for carrying any materials .To use the service lift for the purpose.
- vi) Carry out the said Fit out works between 8 a.m. to 5 p.m. on all days and not beyond the aforesaid hours without out permission in writing of the DEVELOPER
- vii) Not store or permit to be stored any materials in the corridors staircases and/or lobbies and/or other common parts and portions
- viii) Remain liable for any theft and/or accident and/or mishap taking place while carrying out such fitout works
- ix) Not be entitled to seek reimbursement of the costs charges and expenses for carrying out the said fitouts nor shall be entitled to have any claim against the DEVELOPER on any account whatsoever or howsoever
- x) It is a treaty of this undertaking that in the event of the Allottee failing to comply with any of the aforesaid conditions while carrying out the said Fitout works consequent to which the DEVELOPER is saddled with or exposed to any losses and/or liabilities then and in that event the Allottee alone shall be liable and responsible and shall keep the DEVELOPER saved

harmless and fully indemnified from and against all costs charges claims actions suits and proceedings including litigation costs.

- xi) Fittings and Fixtures: Except those provided by the Developer, all fit-outs to be put-up, erected and installed at or inside the said Unit/Apartment including the interior decoration shall be done and completed by the Allottee at its own costs and expenses. In doing and carrying out the said fit-out works, the Allottee shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the Municipal Authority, National Building Code and Fire Safety laws and Rules and others and with minimum noise and without causing any disturbance or annoyance to the other allottees. The Allottee shall ensure that there shall be no stacking of debris or materials in any Common parts and portions, facilities and installations and there shall be regular clearing of all debris arising out of the Fit-out works. The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in any way damage or destroy the beams and columns on the floor and ceiling of the said Unit/Apartment. The Allottee shall be responsible for all consequences, loss of life and property, damages or accidents that may occur due to breach or default on the part of the Allottee while carrying out any fit-out or other activity.

- B. The Developer shall be at liberty and is entitled to complete any portion/ floor /wing/part of the building and apply for and obtain part occupation certificate. As and when such occupation certificate is obtained the DEVELOPER may at its discretion offer the said Unit/Apartment to the Allottee to undertake

necessary Fitout it being expressly made clear that this shall not amount to possession being made over, such possession to be made over only upon the Allottee making full payment of the amount of consideration and other amounts in terms of this agreement and necessary occupation certificate being granted by the authorities concerned, the Allottee shall be obligated and undertakes to carry out necessary fitouts subject to what is hereinafter appearing. In case, the Allottee fails to adhere to the timelines provided by the Developer to complete the standard basic civil and ancillary work for their Apartment, which is required to obtain the completion certificate, the Allottee will be required to pay a sum of Rs. 500/- per square feet on the carpet area.

- C. The Allottee shall complete the fitout within such stipulated time as defined by the Developer or in terms of any guidelines provided by the Developer. However, in circumstances whereby the Allottee fail to complete fitout which may adversely affect the said Project then and in such circumstances shall be at liberty to complete the fit out required for completion of the said Project for and on behalf of the Allottee and all costs involved for such completion shall be paid by the Allottee to the Developer, it being expressly agreed upon that the Allottee shall make payment of all costs, expenses to the Developer towards the fitout before obtaining possession of the said Flat.

(xviii) **Area Calculations:**

- a. Carpet Area of Apartment: The carpet area for the said Unit/Apartment or any other apartment shall mean the net usable floor area of such apartment, including POP & Plaster, excluding the

area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the said Unit/Apartment.

- b. Balcony Area: The net usable area of the exclusive covered balcony/ies (if any) attached to the said Unit/apartment.

 - c. Open Terrace Area: The net usable area of the exclusive open space (if any) attached to the said Unit/apartment.

 - d. Built-up Area: The built-up area for the said Unit/Apartment or any other apartment shall mean the carpet area of such apartment and balcony area and/or open terrace area and 50% (fifty percent) of the area covered by those external walls which are common between such apartment /balcony/ open terrace area and any other apartment/balcony/ open terrace area and the niches/cupboard, elevation, treatment and the area covered by all other external walls of the such apartment /balcony/open terrace area.
-
- a) The Allottee shall not have any parking facility until full and final payment of all sums due by the Allottee in terms of this Agreement and the Allottee further not being in default in complying his obligations as provided in this Agreement.

 - b) All unsold or un-allotted parking spaces shall be identified/demarcated and retained by the Developer for disposal of the same at the consideration and in the manner deemed fit and proper by the Developer.

 - c) Any scheme of numbering of parking spaces will be subject to further revision as per the discretion of the Developer and the

revised parking number shall be intimated to the Allottee upon such revision.

- d) The Allottee agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Developer in respect of the parking spaces to any other allottee nor to disturb the use of the allotted parking space by the concern allottee.
- e) The Allottee hereby further warrants and confirms that the Allottee shall, upon formation of the association and/or execution & registration of deed of conveyance, as contemplated herein, cause such association to confirm and ratify and shall not permit the association to alter or change the allocation of Car Parking Spaces in the manner allocated by the Developer to the various allottees (including the Allottee herein) of the apartments in the Building and the Project.
- f) The Allottee is aware that the Car Parking Space, if comprised of mechanised parking system which will always be a dependent parking. A parking facility is dependent if the to and fro movement of the vehicle from the allotted parking space to the driveway is dependent upon moving another parked vehicle. It has been agreed that the allottees of two different apartments may be allotted the same set of mechanized parking system which would have the provision to park two medium sized cars. The allottee who parks the car earlier shall park it at the upper level and the Allottee who comes later shall park the car at the lower level of the mechanized parking system. As and when the allottee who has parked the car at the upper level wishes to take out the car, the allottee of the lower level shall co-operate and remove his/her/their/its car.

- (xix) Taxes and Outgoings:** The Allottee binds himself/herself/their selves/itself and covenants to bear and pay and discharge the following amounts, taxes, expenses and outgoings (“**Taxes and Outgoings**”):
- a. Property tax and/or Municipal rates and/or other taxes/levies and water tax, (if any,) assessed on or in respect of the said Unit/Apartment and Car Parking Space (if any) and/or any other component related to the said Unit/Apartment directly to the KMC and any other appropriate authority provided that so long as the same is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Developer/Maintenance Agency/Association the proportionate share of all such rates and taxes assessed on the Said Project.
 - b. All other taxes, impositions, levies, cess and outgoings, betterment fees, development charges and/or levies under any statute, rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the said Unit/Apartment or any component thereof or the Building and/or the Common parts and portions, facilities and installations and/or the Said Premises, and whether demanded from or payable by the Allottee or the Developer/Maintenance Agency/Association and the same shall be paid by the Allottee wholly in case the same relates to the said Unit/Apartment and proportionately in case the same relates to the Buildings or the Said Premises, or any part thereof.
 - c. Electricity charges for electricity consumed in or relating to the said Unit/Apartment.
 - d. Charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the said Unit/Apartment against demands made by the concerned authorities and/or the

Developer/Maintenance Agency/Association and in using enjoying and/or availing any other utility or facility, if exclusively in or for the said Unit/Apartment or any part thereof, wholly and if in common with the other Allottees, proportionately to the Developer/Maintenance Agency/Association or the appropriate authorities as the case may be.

- e. Proportionate share of all Common Expenses morefully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written to the Developer/Maintenance Agency/Association from time to time payable for the Project and the Common parts and portions, facilities and installations. In particular, and without prejudice to the generality of the foregoing, the Allottee shall pay to the Developer/Maintenance Agency/Association, such Maintenance Charges as decided by the Developer and as deemed fit and proper. Out of the amount so deposited, any unpaid due may be adjusted against maintenance charges with the balance kept deposited with the Developer and only on handing over of maintenance to association the said deposit, without any accrued interest, shall be handed over to the association. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Developer/Maintenance Agency/Association at its sole and absolute discretion after taking into consideration the common services provided.

- (xx) The maintenance for 12 months on account of Maintenance Charges has been included in the Additional Charges, and Deposits of the said Unit/Apartment. Further, such deposit shall be refunded on quarterly basis after receipt of up to date maintenance charges from the Allottees. Apart from the same, the Allottees undertake to make necessary monthly payments of maintenance charges as and when demanded by the Developer after obtaining the completion certificate. In the event the Allottees fail to pay such maintenance charges then the Developer shall

be at liberty to appropriate such amount from the Sinking Fund Deposit/or any other deposit kept with the Developer free of interest (less any expenditure incur for major repairs or capital replacement and deductions). Further the Allottee also authorizes the Promoter to deduct the Sinking Fund, if the Allottee fails to pay the Maintenance Charges. The Promoter would collect and deposit applicable GST on the amount of Sinking Fund . However, collection of such GST on Sinking Fund would be dependent on the legal position prevailing at the time of collection of such Sinking Fund. It is explicitly agreed between the parties that the amount of GST deposited with the appropriate authorities shall not be returned by the Promoter subsequent to change in legal position, if any, and the Allottee shall be free to approach the authorities concerned for refund of such GST. However, the Allottees undertake to make necessary payments over and above such advance maintenance Charges, if necessary, for such maintenance as fixed by the Developer at actuals; on the basis that the Association shall be formed after receiving of the Completion Certificate for the whole Project. The Developer for providing the maintenance services of the project will be entitled to the administrative charges of a portion of maintenance expenses/charge as to be decided by the Developer. In case the formation of the Association is delayed beyond the said period, the Developer shall provide and maintain the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottees shall be liable to pay to the Developer the charges for such maintenance as fixed by the Developer at actuals.

- (xxi) Parking facility maintenance charges for parking space to be decided later by the Developer.
- (xxii) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Allottee.
- (xxiii) All penalty surcharge, interest, costs, charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates, taxes, impositions and/or outgoings proportionately or wholly as the case may be.

- (xxiv) All payments to be made by the Allottee shall, in case the same be monthly payments, be made to the Developer/Maintenance Agency/Association within the 7th (seventh) day of each and every month for which the same becomes due and otherwise within 7 (seven) days of the Developer/Maintenance Agency/Association leaving its bill for the same at the above address of the Allottee or in the letter box earmarked for the said Unit/Apartment. Provided That any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof and the Allottee shall bear and pay the same accordingly and without any delay, demur or default and without raising any objection or protest of any nature whatsoever. Part payment will not be accepted after the due dates.
- (xxv) The Maintenance Charges does not include the costs and expenses for major repair, replacement, reinstatement etc., of the Common parts and portions, facilities and installations and the Allottee shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Developer/Maintenance Agency/Association from time to time. Furthermore, the maintenance charges and all such payments shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common parts and portions, facilities and installations and any non-user or non-requirement thereof shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the proportionate share of the Common Expenses morefully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written by the Allottee.

(xxvi) In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the Maintenance Charges or any other amounts payable by the Allottee under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Developer/Maintenance Agency/Association, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears without prejudice to the liability of the Allottee to pay interest as aforesaid, in case the failure and/or default in any payment by the Allottee for two months then until such payment with applicable interest, the Allottee and persons deriving rights through him shall be debarred from the benefits of use of the common facilities and amenities and the Developer/Maintenance Agency/Association shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Allottee and his/her/their/it employees, guests, agents, tenants or licencees in respect of the said Unit/Apartment. It is clarified that any debarring, suspension, withholding or stoppage as aforesaid shall not affect the continuing liabilities of the Allottee in respect of payment of the Taxes and Outgoings and applicable interest during the period of such debar, suspension, withholding or stoppage.

(xxvii) The Allottee shall be and remain responsible for and to indemnify the Developer and the Association against all damages costs claims demands and proceedings occasioned to the Project and/or any other part of the Building at 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 Developer against all actions, claims, proceedings, costs, expenses and demands made against or suffered by the Developer as a result of any act, omission and/or negligence of the Allottee and/or the servants, agents, licensees or invitees of the

Allottee and/or any breach and/or non-observance and/or non-fulfilment and/or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.

(xxviii)

GOODS AND SERVICE TAX (GST)

- a) The Allottee shall be liable to make payment of Goods and Services Tax and any other statutory dues as required under the provisions of law for purchase of the said Unit/Apartment. The Allottee shall also be liable to pay GST as applicable on the CAM charges
- b) The Allottee shall make payment of the GST as and when demanded by the Developer and within the stipulated time failing which any cost demands losses incurred by the Developer in this regard shall be on account of the Allottee.
- c) In the circumstances whereby the said agreement stands terminated and/or cancelled, the Allottee shall be entitled to recover and/or claim such GST or any other statutory amount paid from the respective statutory authorities to whom such amount has been deposited and the Developer shall not be liable for payment of such amount to the Allottee and in this regard the Allottee hereby indemnifies the Developer against any costs demands losses incurred on this account.

(xxviii) **Liability Commencement Date:** In case the Developer issues notice to the Allottee to take possession of the said Unit/Apartment and the Allottee fails to pay the entire dues of the Allottee within the time stipulated in the notice or is in default

in compliance of any of his/her/their/its other obligations hereunder, then notwithstanding the fact that the Developer shall withhold possession of the said Unit/Apartment on account of such failure or default of the Allottee, the Allottee's liability to pay the Taxes and Outgoings in respect of the said Unit/Apartment shall commence on the date of Possession Notice ("**Liability Commencement Date**"). Furthermore, with effect from the Liability Commencement Date and until the Allottee pays all its dues towards the Developer and the said Unit/Apartment and remedies the concerned default and takes physical possession of the said Unit/Apartment, the Allottee shall be liable for all consequences of failure of compliance of House Rules and shall also be liable to pay to the Developer a predetermined sum calculated @Rs.50,000/- (Rupees Fifty Thousand) only per month towards holding charges alongwith applicable GST.

(xxix) Common Expenses shall be all fees, costs, charges and expenses to be paid or incurred in respect of the management, maintenance, administration, repair, replacement, upkeep, protection, insurance, security of the Building and the Project (except the apartments therein), including the Common parts and portions, facilities and installations and the parking spaces.

(xxx) In case of there being a failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform and/or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law, then the Developer shall be entitled to issue a notice to the Allottee calling upon the Allottee to rectify, remedy, make good and/or set right

the same within 30 (thirty) days from the date of issue of such notice. If the Allottee does not comply with the said notice to the satisfaction of the Developer within the above time, then the Allottee shall be liable to pay to the Developer compensation and/or damages that may be quantified by the Developer and in default of such payment within 30 (thirty) days, the Developer may terminate the allotment /Agreement of the said Unit/Apartment in favour of the Allottee. In case of termination, the provisions under sub-clause 9.3 (ii) shall be applicable regarding the amount that shall be refundable and the time for the same.

It is further clarified that all amounts collected as GST and deposited with the appropriate authorities concerned shall not be returned by the Developer and the Allottee shall be free to approach the authorities concerned for refund of such GST.

(xxxix) If any act or omission of the Allottee results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or the construction of the Building or any portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, sale or disposal of any apartment/unit or portion of the Building, then in that event the Allottee shall also be liable to pay to the Developer compensation and/or damages that may be quantified by the Developer.

(xxxix) It being further agreed and the Allottee expressly acknowledges, understands and agrees that in the event of cancellation or termination of the allotment of the said Unit/Apartment in accordance with the terms of this Agreement by the Developer or

the Allottee, as the case may be, the Developer shall be at liberty to act as the constituted attorney of the Allottee and execute, present or registration and register unilaterally a deed of cancellation, if required by the Developer

(xxxiii) Besides the aforesaid rights, the Developer shall also be entitled to enforce any other right to which the Developer may be entitled to in law by reason of any default or breach on the part of the Allottee.

(xxxiv) The date stipulated in **PART-I** of the **SECOND SCHEDULE** hereinabove is hereby and hereunder accepted and confirmed by the Allottee and the Allottee hereby agree(s) and undertake(s) not to raise any objection to the same on any ground whatsoever or howsoever. However, in the event prior to the date stipulated in **PART-I** of the **SECOND SCHEDULE** hereinabove the said Unit/Apartment is ready for hand over in terms of this Agreement, the Allottee undertake(s) and covenant(s) not to make or raise any objection to the consequent pre-ponement of his/her/their/its payment obligations, having clearly understood and agreed that the payment obligations of the Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan.

(xxxv) The rights of the Allottee or limited to ownership the said Unit/Apartment together with the car parking space, if any and the right to use the Common Areas of the Project and the Allottee hereby accepts the same and shall not, under any circumstances, raise any claim, contrary to the above.

(xxvi) The ownership right of the Allottee regarding the undivided share shall be variable depending on Additional Constructions, if any, made by the Developer from time to time and the Allottee hereby irrevocably consents to the same. Any such variation shall not affect the Total Price and no claim can be raised regarding the same by the Allottee and the Allottee shall not be entitled to and covenants not to demand any refund out of the Total Price paid by the Allottee on the ground of or by reason of any variation of the undividedshare.

(xxxvii)The Developer shall be entitled at all times to install, display and maintain its name and/or logo on the roof (including common roof area) of the Building, Project and/or other areas in the Building and/or the Project by putting up hoardings, display signs, neon signs, lighted displays, etc. and all costs regarding the same shall form part of Common Expenses morefully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written and no one including the allottees and the Association shall be entitled to object or to hinder the same in any mannerwhatsoever.

(xxxviii)Save and except the right of obtaining housing loan, the Allottee shall not have any right or lien in respect of the said Unit/Apartment till physical possession is made over to him after payment of all amounts by the Allottee.

(xxxix)The deed of conveyance and all other papers and documents in respect of the said Unit/Apartment and the Project shall be

prepared and finalized by the Project Advocates (defined below) and the Allottee has agreed and undertaken to accept and execute the same within 15 (fifteen) days of being required by the Developer after complying with all obligations that are necessary for the same. In default, the Allottee shall be responsible and liable for all losses and damages that the Developer may suffer.

- (xl) The Developer shall take steps for formation of the association of allottees ("**Association**"). Any association, company, syndicate, committee, body or society formed by any of the allottees without the participation of the Developer shall not be entitled to be recognised by the Developer and shall not have any right to represent the allottees or to raise any issue relating to the Building and/or the Project. The maintenance of the Project shall be made over to the Association within the time mentioned in the West Bengal Apartment Ownership Act, 1972 and upon such formation the Association shall be responsible for the maintenance of the Building and the Project and for timely renewal of all permissions, licenses, etc. After handing over of the maintenance of the Project to the Association, the Developer shall transfer and make over the deposits, if any, that may have been made by the allottees, to the Association after adjusting its dues, if any.

It is clarified that in the declarations/deeds/documents/undertakings to be filed before the concerned authorities for registration of the Project under West Bengal Apartment Ownership Act, 1972, the common area shall preclude the commercial/retail area of the Project, which

shall be exclusively used for commercial exploitation of the Developer.

- (xli) All the allottees as also the Allottee herein shall become members of the Association without raising any objection whatsoever and abide by all the rules, regulations, restrictions and bye-laws as be framed and/or made applicable by the Developer.
- (xlii) All papers and documents relating to the formation of the Association shall be prepared and finalized by the Developer and the Allottee hereby consents to accept and sign the same.
- (xliii) The employees of the Maintenance Agency for the common purposes such as watchmen, security staff, caretaker, liftmen, sweepers, etc. shall be employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment subsisting with the Maintenance Agency and the Allottee hereby consents to the same and shall not be entitled to raise any objection thereto.
- (xliv) The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein and/or in the several deeds of transfer which provisions and covenants shall, in any event, have an overriding effect and any contrary rules, regulations and/or amendments of the Association shall be *void ab initio*.

- (xlv) All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by all allottees of the Project including the Allottee herein.
- (xlvi) The rights of the Developer, the Maintenance Agency and the Association relating to certain matters are more fully specified in **FIFTH SCHEDULE** and the Allottee has irrevocably agreed to be bound by the same.
- (xlvii) The Allottee shall from the Date of Possession, use and enjoy the said Unit/Apartment in the manner not inconsistent with the Allottee's rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other allottees and/or the Developer.
- (xlviii) The obligations and covenants of the Allottee in respect of the user, maintenance and enjoyment of the said Unit/Apartment, the Common parts and portions, facilities and installations, the Building and the Project including payment of Maintenance Charges, electricity charges, property and other taxes and other outgoings and the same shall be binding on all the allottees including the Allottee. It is expressly made clear that after issue of the Notice for Possession all costs, expenses and outgoings in respect of the said Unit/Apartment including for Maintenance Charges, electricity charges, property taxes and other outgoings, charges, rates, taxes, levies, cess, deposits including security deposits or assessments pertaining to the said Unit/Apartment, shall become payable by the Allottee from the date of issuance of the partial or full completion/occupancy certificate

notwithstanding anything to the contrary contained in this Agreement. Such liability shall continue till the same is paid by the Allottee or the Agreement/ Allotment is cancelled/terminated.

- (xlix) The Maintenance Charges and proportionate Common Expenses shall be paid by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use any or all of the Common parts and portions, facilities and installations and any non-user or non-requirement in respect of any Common parts and portions, facilities and installations or parking facility (if so granted) shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Allottee in respect of the said proportionate Common Expenses and/or Maintenance Charges.
- (l) From the date of offering the handing over of maintenance to the Association, the Developer shall not have any responsibility whatsoever regarding the Building and the Project and/or any maintenance, security, safety or operations including relating to firefighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, meters and connection, etc. and/or for any statutory compliances, permissions and licenses regarding the Project and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the allottees including the Allottee and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and

licenses. The allottees including the Allottee and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire license etc. and the Developer shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of offering the handing over of maintenance, the Developer and/or its directors, employees or agents shall not have any liability or responsibility whatsoever under any circumstance.

- (li) The Developer shall be entitled, subject to obtaining requisite permissions and approvals from the Kolkata Municipal Corporation or any other competent authority, to (i) construct additional floors over and above those sanctioned in the existing plan, and/or (ii) carry out any further construction within the Project as may be permissible. It is expressly agreed that upon completion of such additional floors, the roof of the highest constructed floor shall be deemed and treated as the common terrace for the Project. Provided further that any such additional construction shall not, in any manner, reduce the size, of the the Unit, and/or affect the common parts and portions of the said Project.
- (lii) Until a deed of conveyance is executed in favour of the Allottee, the Allottee shall not be entitled to mortgage and/or encumber and/or sale and/or nominate and/or alienate and/or dispose of or deal in any manner whatsoever with the said Unit/Apartment and/or any portion thereof and/or any right therein and/or under this Agreement (“**Nomination**”) except for the purpose of housing

loan in terms of this Agreement and unless all the following conditions are complied with: -

- a. A minimum period of 24 (twenty four) months has passed from the date of this Agreement.
- b. There is no default whatsoever by the Allottee in compliance with and/or performance of any of the Allottee's covenants, undertakings and obligations under this Agreement or otherwise. Prior to entering into a Nomination, the Allottee understands and confirms to clear all due Maintenance charges, any due payments of interests accrue.
- c. The Allottee has made full payment of the Total Price, the Additional Charges and Deposits (defined below) due or payable till the time of such Alienation including interest and penalties and applicable GST, if any.
- d. The Allottee shall pay the sum equivalent to @ Rs. _____/- per square feet on carpet area plus applicable taxes on account of nomination charges of the said Unit/Apartment or such further sum as may be decided by the Developer as transfer charges (hereinafter referred to as "the Transfer Charges"). The Allottee shall also pay the applicable Goods and Services Tax thereon, if any.
- e. Prior consent in writing needs to be obtained from the Developer regarding the proposed Alienation.
- f. On finalisation of Nomination, the Allottee will execute and

register an Agreement to Nomination with the new buyer upon the concurrence of the Developer. Any additional income tax liability that may become payable by the Developer due to nomination by the Allottee because of higher market valuation as per the registration authorities on the date of nomination, shall be compensated by the Allottee paying to the Developer agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time. Such amount shall be payable by the Allottee as and when demanded by the authorities.

- (liii) After the execution and registration of the proposed deed of conveyance, the Allottee may sale and transfer the said Unit/Apartment subject to the following conditions:
 - a. The said Unit/Apartment shall be one lot and shall not be partitioned or dismembered in parts. In case of sale in favour of more than one purchaser(s), the same shall be done in their favour jointly and in undivided shares.
 - b. The sale of the said Unit/Apartment by the Allottee shall not be in any manner inconsistent with this Agreement and/or the proposed deed of conveyance and the covenants contained herein and/or the proposed deed of conveyance shall run with the land and/or transfer. The person(s) to whom the Allottee may transfer the said Unit/Apartment shall be bound by the same terms, conditions, agreements, covenants, stipulations, undertakings and obligations as are applicable to the Allottee by law and/or by virtue of this Agreement and/or the proposed deed of conveyance.

- c. All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, property and other taxes etc. relating to the said Unit/Apartment payable to the Developer/Maintenance Agency/Association, the Authority and other concerned persons/entities are paid by the Allottee in full prior to the proposed Deed of Conveyance. Such dues, if any, shall in any event, run with such proposed Deed of Conveyance.
- (liv) The Developer shall be entitled to transfer the said Unit/Apartment on such terms and conditions as the Developer may deem fit and proper without restricting or limiting the generality of the above it is clarified that the Developer shall be entitled *inter alia* to:
- a. allot the Car Parking Spaces in the Building for the allottees of Project;
 - b. charge Maintenance Charges and Common Expenses to the allottees of Project at such differential rate as may be decided by the Developer;
 - c. limit or restrict the rights of the allottees of Project in respect of use of certain Common parts and portions, facilities and installations ;
- (lv) The obligation of the Developer under this Agreement shall arise subject to the Allottee having made timely payment of the full amounts of the Total Price mentioned in **THIRD SCHEDULE** as per the Payment Plan mentioned therein as also the timely

payment of all the Additional Charges and Deposits prior to the scheduled date of delivery of possession and subject to the Allottee complying with all his/her/their/its obligations under this Agreement and/or otherwise under the law and subject to the Allottee not committing any breach, default or violation.

- (lvi) In case the Allottee fails to take possession within the time provided in Clause 9.3 above, such Allottee shall be liable to pay a sum of Rs.50,000/- (Rupees Fifty Thousand Only) month of the said Unit/Apartment per month as holding charges alongwith applicable GST till the date when actual possession is taken by the Allottee and the Allottee shall continue to be liable to make all payments and shall also be liable to pay Maintenance Charges, property taxes and other outgoings from the date of issuance of the partial or full completion / occupancy certificate irrespective of possession not being taken by the Allottee and interest at the rate specified in Rule 17 of the WBRERA Rules shall also be payable on the delayed payment alongwith applicable GST.
- (lvii) Notwithstanding anything to the contrary contained elsewhere in this Agreement it is hereby agreed that the Allottee's right to cancel/withdraw his allotment in the Project including under Clause 7.5 shall be subject to the Allottee having complied with all his/her/their/its obligations under this Agreement till that time including making timely payment of all amounts payable under this Agreement till that time and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise

under law. The liability of the Developer to refund any amount to the Allottee shall arise only upon execution and registration of a Cancellation Agreement at the costs of the Allottee. It is expressly agreed that the fees and expenses relating to this Agreement including stamp duty, registration fees, GST, Advocate Fees, incidental and other expenses for registration, brokerage etc. shall not be refundable under any circumstances in case of any cancellation of this Agreement for any reason including under clause 7.5 above. The Developer shall not have any other liability or obligation whatsoever and shall be entitled to deal with, dispose of, sale and/or transfer the said Unit/Apartment to anyone else without any reference to the Allottee after the date of termination.

- (lviii) The Clause 12 hereinabove shall be subject to the condition that the Developer shall not be liable to rectify any defect occurring under the following circumstances:
- a. If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the said Unit/Apartment, the Developer 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;
 - b. If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee, the Developer 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;
 - c. If there are changes, modifications or alterations in doors, windows or other related items, then the Developer will not take responsibility

of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;

- d. If the Allottee after taking actual physical possession of the said Unit/Apartment, executes interior decoration in the said Unit/Apartment, which results in 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 Developer;
- e. Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Developer shall get it rectified at its own cost.
- f. If the materials and fittings and fixtures provided by the Developer are not being maintained by the Allottee or his/her/their/its agents in the manner in which same is required to be maintained.
- g. Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Developer in the Common parts and portions, facilities and installations and/or in the said Unit/Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Developer and not amounting to poor workmanship or manufacture thereof.
- h. If the architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.
- i. Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Allottee, without

first notifying the Developer and without giving the Developer the reasonable opportunity to inspect, assess and determine the nature of purported defect in the said Unit/Apartment (which inspection Developer shall be required to complete within 15 (fifteen) days of receipt of the notice from the Allottee), alters the state and condition of the area of the purported defect, or any other purported defect, not limited to the specification above referred to, then the Developer shall be relieved of its obligations contained in clause 12 hereinabove and the Allottee shall not be entitled to any cost or compensation in respect thereof.

(lix) It is clarified that the Developer shall handover the possession of the said Unit/Apartment on completion of the Project to the Allottee by way of issuance of a letter ("Letter of Possession Notice") which shall at all times be construed as an integral part of this Agreement.

(lx) The Allottee has the right to visit the Project site to assess the extent of development of the Project and may be subject to prior consent of the project engineer and complying with all safety measures while visiting the site.

(lxi) **CLUB:**

(a) The Developer has earmarked a dedicated area forming part of the said Residential Building for setting up a club which forms part of the common parts and portions, facilities and installations. The said club shall comprise of various sporting and other facilities and activities as decided by the Developer and shall be used by the residents of the said residential building upon payment of a club development charge of Rs...../- and forming part of Clause 3.2sub-clause(B)

- (b) The Developer shall lay down the rules and regulations to be adopted by the residents for smooth running and operations of the club.
- (c) Till such time the Holding Organisation is formed and common parts and portions facilities and installations including the club are handed over to the Holding Organisation the Developer shall run, operate and maintain the club. The Allottee shall be liable to make payment of a proportionate maintenance charge forming part of the CAM charges towards the maintenance of the club.

37. REPRESENTATION, DISCLOSURE, DISCLAMIER AND WARRANTIES OF THE ALLOTTEE

37.1 The Allottee hereby covenants with the Developer as follows:

- i) That the Allottee is satisfied with the title of the OWNER/DEVELOPER as well as the CONFIRMING PARTY in respect of the said Premises after having conducted and completed to their independent due diligence and title verification in respect of the Said Premises as also the compliance and/or non-compliance, if any, by the Developer of all/any applicable law(s), notification(s), rule(s), etc., and after having carried out a physical inspection of the Said Premises and further after inspecting, examining and perusing all the title deeds pertaining inter alia to the Title, papers, documents, etc., (including the various covenants, terms, conditions, etc., respectively stipulated therein) related inter alia to the Said Premises including but not limited to the Said Premises including but not limited to amongst others, the Specifications, approvals, etc., for the Project, the deeds, papers, documents, details, schedules, etc., referred to and/or specified under the Act and the Rules as also

those referred to and/or referred to and/or specified under the Act and the Rules as also those referred to and/or described herein, each of which have from time to time been provided by the Developer to the Allottee and the Allottee confirm(s) and acknowledge(s) receipt of the true copies thereof, which are in the custody and possession of the Developer, and the Allottee having understood and/or having complete and due notice and knowledge of, and after fully satisfying themselves have accepted, without any reservation, each of the aforesaid including the right of the Developer as stipulated in this Agreement, and inter alia:-

- a) the right, title and interest of the Developer and the Owners to/over/in respect of the Said Premises and to develop and deal with the Project intended to be constructed/developed on the Said Premises;
- b) the Title of the said Premises;
- c) the nature, state, condition and measurement of the Said Premises and the Project, as applicable, and the manner in which the same is/are presently intended to be used;
- d) to park private medium sized car(s) within the space comprising the Car Parking Space if any, comprises an integral and inseparable part of the Said Unit, subject to due compliance by the Allottee of each of the stipulated terms, to the satisfaction of the Developer;
- e) the proposed location, lay out plan and the dimensions of each of the Said Unit and the Car Parking Space;
- f) the Common Parts and Portions, facilities and installations

which are intended to form a part of the Project;

- g) the laws/notifications and rules applicable to the area where the Said Premises is situated, in general, and the Project and similar projects, in particular;
- h) the present estimated respective Carpet Area of the Said Unit and the manner of calculation thereof;
- i) the nature and the extent of the rights and benefits proposed to be granted and/or extended to the Allottee as also the several obligations to be performed and fulfilled by the Allottee, each to the satisfaction of the Developer;
- j) the terms, conditions, covenants, stipulations, restrictions, reservations and obligations in the matter of acquiring freehold title in respect of the Said Unit and Properties Appurtenant Thereto along with the Car Parking Space if any, the manner and method of use and enjoyment of the same as well as the covenants running with the land and the Said Unit and Properties Appurtenant Thereto;
- k) that the Car Parking Space/s provided in the Residential Building are for the benefit of the Allottee/s or occupant/s of the Project. The Car Parking Space/s have to be earmarked to the Allottee for facilitating the smooth functioning and use of Car Parking Space/s. In the absence of such earmarking of Car Parking Space/s, the use of the Car Parking Space/s would result in disharmony and periodical disputes amongst the Allottee/ occupants of the Apartments. In view of the same the Allottee/s hereby

irrevocably authorizes the Developer to earmark Car Parking Space/s to the Allottee/s at their discretion in the mutual interest of one and all in order to maintain peace, cordiality and harmony among the Allottee. The Allottee/s further declares that they are bound by such earmarking of Car Parking Space/s and will not question the authority of the Developer in doing so and further desist from making any issue or claims in respect thereto.

- l) the Specifications as also the measurements, dimensions, designs and drawings
- m) the state and condition in which the Said Unit And Properties Appurtenant Thereto if any are intended to be handed over to the Allottee subject to compliance by the Allottee of each of the stipulated terms to the satisfaction of the Developer;
- n) the Developer is entitled to the Additional FAR, whereupon subject to compliance with the provisions of Section 14 of the Act and Section 9(3) of the Rules and as provided for in this Agreement, the Developer shall be entitled to and would be well within its right to alter, modify, amend, revise etc. the Plan and to undertake any further and/or additional construction(s) at the Project including constructing further upper floors above the topmost floor as it presently stands sanctioned, as a consequence whereof such floor shall not remain as the topmost floor of the Building, and the Developer shall be further entitled to connect such further and/or additional construction(s) with the existing utilities and amenities at the Project/Residential Building including

all the Common Parts and Portions, notwithstanding any temporary disruption caused in the use and/or enjoyment of the Said Unit, and each of such further constructions shall absolutely belong to the Developer who shall be entitled to deal with the same in such a manner as the Developer may deem fit and proper, and the Allottee hereby agree(s) and undertake(s) not to do, execute or perform or permit the doing, execution or performance of any act, deed or thing which may prevent the Developer from undertaking the construction of and/or dealing with or otherwise transferring the aforesaid with full knowledge and acceptance of the fact that the aforesaid shall result in several changes including but not limited to a change in the Undivided Share, and the Allottee covenant(s) and undertake(s) not to object to the same on any ground whatsoever or to claim, demand etc. any compensation, damages etc.;

- o) the right of the Developer to carry out, implement etc. any variations and/or additions and/or alterations and/or deletions and/or modifications and/or revisions to the Plan, the layout plans and the Common Parts and Portions subject to the terms of this Agreement and subject to compliance with the provisions of Section 14 of the Act and Section 9 (3) of the Rules and the Allottee hereby grant(s) and accord(s) their consent to the same;
 - (p) The rights of the Lessee in terms of the said Development Agreement.
- ii) That each of the terms, conditions, covenants, stipulations, restrictions, reservations and obligations recorded herein as well

as the covenants running with the Said Project and/or the Said Unit And Properties Appurtenant Thereto and the manner and method of the use and enjoyment of the Said Unit And Properties Appurtenant Thereto including those stated herein, have been arrived at after mutual discussions and negotiations between/amongst the Parties hereto, each of which have been accepted and voluntarily agreed to by the Allottee (without any coercion and/or influence), none of which can be treated as and/or considered to be oppressive or one-sided or unfair or heavily leaned in favour of the Developer and/or as imposition of unfair conditions, as each has been formulated/stipulated bearing in mind the nature of the Project which would, inter alia, protect the rights of and/or ensure to the benefit of the Allottee, and therefore are fair and reasonable;

- iii) that the Allottee have sought and obtained independent legal advice and opinion and has caused this Agreement to be vetted by advocates/lawyers appointed by the Allottee;
- iv) that the Allottee has entered into this Agreement after taking into account/ consideration several factors, and thus the quantum of the Total Consideration Price, the Deposits, Extra Payments and all other amounts, charges, costs, deposits, expenses, taxes etc. as stipulated in this Agreement and agreed to be paid by the Allottee, are fair and just;
- v) that upon signing this Agreement, no conditions, stipulations, representations, guarantees, warranties etc. have been made by and/or on behalf of the Developer other than those if any specifically set forth herein;

- vi) that the Developer has provided all the information and clarifications as required by and/or requested for from time to time, and the Allottee is fully satisfied with the same, and the Allottee further acknowledge(s) and confirm(s) that the Allottee has carefully read the terms, conditions and stipulations contained/recorded in this Agreement and understood the obligations and limitations of the Developer as set forth herein, as also the obligations and liabilities of the Allottee, and have relied on their own judgment and investigation while deciding to apply to the Developer for granting the rights and/or permissions (of the specific nature specified herein) in respect of the Said Unit And Properties Appurtenant Thereto, if any, and to execute this Agreement (which is final in all respects), and the Allottee undertakes(s) and covenant(s) to faithfully abide by each of the terms and conditions of this Agreement;

- vii) that in view of the Allottee having agreed to make timely payment of and/or to timely deposit the various amounts including those stipulated herein, and having further undertaken and covenanted to faithfully abide by and comply with and perform and observe each of the terms and conditions stipulated herein, the Developer has blocked for the Allottee the Said Unit And Properties Appurtenant Thereto; and the Allottee hereby and hereunder undertake(s) and covenant(s) not to make or raise any objection or claim or requisition inter alia in respect of any of the aforesaid, or to make or raise or set up or initiate any claim or demand or action contrary to the aforesaid on any ground whatsoever or howsoever. The Parties hereby confirm that they are entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Land and/or the Project.

- (viii) Acknowledges and confirms that the Allottee has verified the existing sanction plan duly sanctioned by the Kolkata Municipal Corporation (KMC) and is completely satisfied with the same.
- ix) Is satisfied that all approvals, licenses, permits issued by the competent authority with respect to the said project are valid and subsisting and that the same have been obtained by following due process of law.
- x) That the said Premises is not the subject matter of any HUF and that no part of the land forming part of the said Premises is owned by or remains vested in a minor.
- xi) That the said Premises is not subject to any notice of acquisition and/or requisition nor there is any threat or acquisition and/or requisition.
- xii) That all municipal rates taxes and other outgoings payable in respect of the said Premises has been paid and/or shall be paid by the DEVELOPER/Developer up to the completion of the said Project.
- xiii) Has obtained independent legal advice and the Advocates so appointed by the Allottee has also caused necessary searches/investigation of title to be made.
- xiv) Acknowledges, consents and confirms that the Allottee has no objection in the Developer carrying out construction of additional floor/space on the Said Residential Building/Project subject to permissions of the Kolkata Municipal Corporation.

- xv) Acknowledges, consents and confirms that none of its guests and/or visitors shall be allowed to utilize the said car parking space allotted to them, for the purpose of parking visitor's cars and/or vehicles and instead of that shall be allowed to park their respective vehicles on the demarcated visitor's car parking spaces within the said complex, that has been provided by the Developer and shall be utilized in common by guests of all Allottee within the said project.
- xxvi) The parties hereto confirm that they are signing their agreement with full knowledge of all the laws, rules, regulations, notifications etc applicable to the project.
- xxvii) 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 not willing to enter into this agreement on the terms and conditions appearing hereinafter
And has agreed not to raise any objection whatsoever or howsoever.

38. DOCUMENTATION & PROFESSIONAL CHARGES:

Ajay Gaggar of Gaggar & Co. LLP, Solicitors & Advocates of No.6, Old Post Office Street, Kolkata 700 001, the Advocate of the Seller has prepared this Agreement and shall also draft the Deed of Conveyance and/or transfer in respect of the said Flat including all other deeds documents and instruments as may be necessary and/or required and the Allottee commitsthemselfsto accept such drafts and/or deeds documents and instruments as shall be prepared by Mr. Gaggar excepting that the Purchase shall be entitled to obtain an independent advice PROVIDED

HOWEVER this will not absolve the Allottee to make payment of the fees of Mr. Gaggar as legal charges and as described in clause 3.2 sub-clause(B)of the said agreement:

Stamp duty, registration charges and other incidental expenses and/or in relation to conveyance of the said Flat and for obtaining approval and consent necessary for such transfer and also any other assurances, deeds required to be made for or in relation thereto shall be borne and paid by the Allottee.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(THE SAID PREMISES)

ALL THAT the Municipal Premises No.5, Pretoria Street (now known as Municipal Premises No.5, Dr. Harendra Coomar Mukherjee Sarani), Kolkata 700 071 under P.S. Shakespeare Sarani, P.O. Middleton Street, within the municipal limits of Kolkata Municipal Corporation under Ward No.63 comprising of a land area of 26166 sq. ft. equivalent to 36 cottahs 5 chittacks 21 sq. ft. (more or less) **TOGETHER WITH** the building and structures standing thereon and shown in the map or plan annexed hereto and duly bordered thereon in Red and butted and bounded in the manner as follows:-

| | | |
|--------------|---|------------------------------------|
| ON THE NORTH | : | By Premises No.4, Pretoria Street |
| ON THE SOUTH | : | By Premises No.6, Pretoria Street |
| ON THE EAST | : | By Pretoria Street |
| ON THE WEST | : | By Premises No.12, Lord Sinha Road |

THE SECOND SCHEDULE ABOVE REFERRED TO:

(THE SAID UNIT/APARTMENT)

Part-I

ALL THAT a Bare Shell Unit No. _____, on the _____ floor, ____ BHK, having a carpet area of approx. sq. ft. TOGETHER WITH an EBVT area of approx. _____ square feet (more or less) TOGETHER WITH a staff room ' ____' on the _____ floor all aggregating to a Net area of _____ square feet (more or less) and Built up area of _____square feet (more or less) and forming part of the residential Building/Project known as TOGETHER WITH _____ car parking space No. _____ on the and _____ Car parking space (for parking of _____cars) on the _____ TOGETHER WITH proportionate share in the common parts and portions, facilities and installations TOGETHER WITH undivided impartible proportionate share in the land forming part of the said premises attributable and/or allocable thereto.

The Apartment is to be made ready for handing over possession by 31st day of December 2030 unless there is delay due to Force Majeure or reasons beyond control.

For the purpose of registration and query generation, the cost of the Apartment and the car parking space has been bifurcated as shown in the attached query.

Part-II
(FLOOR PLAN)

Part III
(APPLICATION FORM)

Part IV

(ALLOTMENT LETTER)**THIRD SCHEDULE**
[PAYMENT DETAILS]

| | |
|--|--|
| On booking | 10% of Total consideration + GST |
| On execution of Agreement (within 30 days) of booking | 10% of Total consideration+ GST+50% of the Legal Charges +GST |
| On completion of Piling | 15% of Total consideration+ GST |
| On casting of 1 st floor | 10% of Total consideration+ GST |
| on casting of 3rd floor | 10% of Total consideration+ GST |
| On casting of 5 th floor | 10% of Total consideration+ GST |
| On casting of 7 th Floor | 10% of Total consideration+ GST |
| On casting of 9th floor | 10% of Total consideration+ GST + Generator & VRV Charges+ GST |
| On casting of ultimate roof | 10% of Total consideration+ GST |
| On possession or Temporary possession whichever is earlier | 5% of Total consideration+ GST + Extras Charges and Deposits+GST(Excluding Generator and VRV Charges) +50% of the Legal Charges +GST |

THE FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)

1. Repairing rebuilding repainting improving and/or but not limiting to crack repairs, damp repairs and other related issues and or other treatment/ improvisation as necessary and keeping the said Building and replacing all worn or damaged parts thereof including but not limited to the outer exterior walls, lobbies, staircases
2. Painting with quality paint as often as may (in the opinion of the Holding Organisation) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Building and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the Building as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the drive way when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the Premises.
6. Paying such workers as may be necessary in connection with the upkeep of the Premises.

7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (nor forming part of any unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming part of the Premises.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained premises and providing such additional lighting apparatus as the Association may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the Building or any part thereof excepting in so far as the same are the responsibility of the individual owners/occupiers of any Unit.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of any individual lessee of any Unit.
15. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any

contractor and enforcing or attempting to enforce the observance of the covenants on the part of any of the occupants of any of the Unit.

16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the building excepting those which are the responsibility of the Seller/occupier of any Unit.
18. The Purchase maintenance renewal and insurance equipment as the Owner / Developer may from time to time consider necessary for the carrying out of the acts and things mentioned in this schedule. Insurance of fire fighting appliances and other equipment for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Association may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Management company/Holding organisation it is reasonable to provide.
21. Such time to be fixed annually as shall be estimated by the Holding Organisation(whose decision shall be final) to provide a reserve fund for

items of expenditure referred to in this Schedule to be or expected to be incurred at any time.

22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Association and shall only be applied in accordance with unanimous or majority decision of the members of the Association and with the terms of this Schedule.

23. The Allottee under the scope of these presents undertakes to reimburse and / or pay the proportionate charges towards the diesel expenses for providing substitute backup for electricity in the form of generator services to the extent of such proportionate KVA load allocated and / or taken by the Allottee herein in respect of their unit in the Project and such expenses incurred shall be reflected and / or incorporated in a separate bill which shall be raised on every English calendar month. In the event if any Allottee makes a default in making such payment for consecutive two months in such a situation the Association shall have the unfettered right to withdraw such facility without giving any prior notice or intimation whatsoever. Be it further stated herein that these charges shall have to be borne by the Allottee herein over and above the monthly maintenance charges.

FIFTH SCHEDULE

(HOUSE RULES)

ALLOTTEE'S COVENANTS

The Allottee has agreed undertaken and covenanted to:

- i) TO CO-OPERATE with the other co-Allottee and/or co-buyers and the DEVELOPER in the management and maintenance of the said building.

- ii) TO OBSERVE the rules framed from time to time by the DEVELOPER and upon appointment of the FMC and/or formation of the Holding Organisation by such FMC and/or Holding Organisation as the case may be.
- iii) TO ALLOW the DEVELOPER and/or their authorized representative and upon appointment of FMC, such FMC to enter into the said Unit/Apartment and/or common parts and areas including the Utility Room, for the purpose of maintenance and repairs.
- iv) TO PAY and bear the common expenses morefully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written and other outgoing and expenses since the date of possession and also the rates and taxes for and/or in respect of the said Building and/or common parts/areas and wholly for the said Unit/Apartment and / or to make deposits on account thereof in the manner mentioned hereunder to or with the DEVELOPER and upon appointment of the FMC to such FMC. Such amount shall be deemed to be due and payable on and form the date of possession whether actual possession of the said Unit/Apartment has been taken or not by the Allottee.
- v) TO DEPOSIT the amounts reasonably required with the DEVELOPER and upon appointment of the FMC to such FMC as the case may be towards the liability for the rates and taxes and other outgoings.
- vi) TO PAY charges for electricity in or relating to the said Unit/Apartment wholly and proportionately relating to the common parts.
- vii) To use the said Unit/Apartment for residential purposes only and for no other purpose whatsoever or howsoever

- viii) To pay and discharge all existing and future rates and water charges, taxes, duties, charges, assessments, impositions and outgoings whatsoever which now are or at any time in future may be charged, levied, rated, assessed or imposed in respect of the said Unit/Apartment
 - ix) From time to time and at all times to repair and maintain and keep in good and substantial repair and condition the said Unit/Apartment
 - x) To keep the said Unit/Apartment in a clean and tidy condition and to clean both sides of all windows and window frames and all other glass and other panels in the said Unit/Apartment
- (xi) It is hereby made expressly clear by and between the parties hereto that the Car Parking Space to be allotted by the Developer to the Allottee either covered and/or mechanical (hereinafter referred to as the CAR PARKING SPACE) shall be used only for the purpose of parking of a passenger car and will not be used for any other purposes whatsoever or howsoever and in no event the Allottee shall be entitled to use or cause to be used the car parking space allotted to them for the purpose of storage, parking of any two wheeler or any equipment and/or any other vehicle excepting a passenger car or any equipment.
- (xii)THE said Parking Space/s shall be used only for the Purpose of Parking of car (s).
- (xiii)THE Allottee shall not permit anybody to reside in the said Parking Space/s or use the same for any other purpose other than parking of cars.

(xiv)THE Allottee shall not park nor shall permit anybody to park the car(s) in the said Parking Space(s) in a manner, which may obstruct the movement of other car(s).

(xv)In the event of the Allottee washing car(s) or permitting anybody to wash car(s) in the said Parking Space(s) then and in that event it will be obligatory on the part of the Allottee to clean up the entire space.

(xvi)THE Allottee shall not be entitled to make any construction on the said Parking Space(s).

(xvii)NOT to store nor permit anybody to store any articles or things into or upon the said Parking Space(s).

(xviii)TO abide by all the rules and regulations as may be made applicable for the use of the Parking Space(s) from time to time by the FMC.

(xix)MUST NOT let, or part with possession of the CarParking Space excepting as a whole with the said Unit/Apartment to anyone else excepting to a person who owns a Unit in the building and the Allottee will give an undertaking and sign a document of adherence that the Car Parking space will be held only for the parking of cars.

(xx)Acknowledges and confirms that the right of the Allottee shall remain restricted to the Unit intended to be acquired by them and will have no right over and in respect of other Units in the Residential Building as defined herein.

(xxi)Has obtained independent legal advice and the Advocates so appointed by the Allottee has also caused necessary searches/investigation of title to be made.

(xxii) The Allottee hereby acknowledges and confirms that they have no objection to the following:-

(a) Right of additional construction and/or addition of floor/floors in the said Residential Building in terms of any plan duly sanctioned by the Kolkata Municipal Corporation

(b) Any rights of the Owner and/or the Developer and/or the Lessee in terms of the development agreement dated 1st April, 2025.

(xxiii) The Allottee hereby further covenants as follows:

- i) NOT TO sub-divide the said Unit/Apartment and / or the Parking space or any portion thereof.
- ii) NOT TO do any act deed or thing or obstruct the construction and completion of the said building in any manner whatsoever and notwithstanding any temporary obstruction in the Allottee's enjoyment of the said Unit/Apartment.
- iii) NOT TO throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and / or compound or any portion of the building except in the space for garbage to be provided in the ground floor of the said building.
- iv) NOT TO store or bring and allow to be stored and brought in the said Unit/Apartment any goods of hazardous or combustible nature or which are too heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc. in any manner.

- v) NOT TO hang from attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- vi) NOT TO fix or install air conditioners in the said Unit/Apartment save and except at the places, which have been specified in the said Unit/Apartment for such installation.
- vii) NOT to allow goods, articles or materials of any description to be stored, stocked or displayed on any of the building common parts or otherwise other than in suitable bins and/or receptacles provided for such purpose.
- viii) NOT to use the said Unit/Apartment or any part or portion thereof for any political meeting nor for any dangerous noxious or offensive trade or business
- ix) NOT to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said residential complex.
- x) NOT to permit any sale by auction or public meeting or exhibition or display to be held upon the Unit nor to permit or suffered to be done into or upon the said Unit/Apartment or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other owners and/or occupiers.
- xi) NOT to keep in the said Unit/Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise

cause damage to the said Unit/Apartment and/or any other Unit in the said residential complex

- xii) NOT to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the residential complex
- xiii) NOT TO create hindrance/obstruction in any manner whatsoever to occupiers of the said new building particularly regarding use of Common Parts and Portions.
- xiv) NOT TO damage or demolish or cause to be damaged or demolished the said Unit/Apartment or any part thereof or the fittings and fixtures affixed thereto.
- xv) NOT TO close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandahs, lounges or any external walls or the fences of external doors and windows including grills of the said Unit/Apartment which in the opinion of the DEVELOPER /FMC differs from the colour scheme of the building or deviation or which in the opinion of the DEVELOPER/FMC may affect the elevation in respect of the exterior walls of the said building.
- xvi) NOT TO install grills which are protruding the windows, such grills to be fitted only inside the windows and shall be of such as shall be approved by the DEVELOPER and / or the Architect and the place where such grills are to be put up shall be as designated or identified by the DEVELOPER / Architect / FMC.

- xvii) NOT TO do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Unit/Apartment or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- xviii) NOT TO make in the said Unit/Apartment any structural addition and / or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the DEVELOPER /FMC and / or any concerned authority.
- xix) THE ALLOTTEE shall not fix or install any window antenna on the roof or terrace of the said building nor shall fix any antenna excepting that the Allottee shall be entitled to avail of the central antenna facilities to be provided by the DEVELOPER /FMC to the Allottee and also the other owners of the units in the said Premises at their cost.
- xx) NOT TO use the said Unit/Apartment or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutchha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person

or blocking by putting any articles shall not be allowed in the car parking space.

- xxi) NOT TO use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of their own car/cars.
- xxii) NOT TO park car on the driveway, pathway or open spaces of the building or at any other spaces except the space allotted to it and shall use the pathways as would be decided by the DEVELOPER /FMC.
- xxiii) TO ABIDE by such building rules and regulations as may be made applicable by the DEVELOPER and upon appointment of the FMC by such FMC.
- xxiv) In the event of nonpayment of such CAM charges, services and maintenance charges the Allottee/shall be liable to pay interest at the rate of 15% per annum to the DEVELOPER and upon appointment of the FMC to such FMC and in the event such default shall continue for a period of sixty days from the date it becomes due and payable then and in that event without prejudice to any other rights which the DEVELOPER and or FMC may have the DEVELOPER and/ or the FMC shall be entitled to carry out the following namely:
 - 1. To discontinue the supply of electricity.
 - 2. To discontinue / disconnect the supply of water.
 - 3. To withhold the services of lifts to the Allottee and the members of their families and visitors and the same shall not be restored until such time the Allottee having made full

payment of the amounts due with interest at the aforesaid rate.

4. To discontinue the facility of DG power back-up.

The Allottee hereby consents to such action as stated above required to be taken by the Developer and/or the FMC in case of such default on part of the Allottee in making payment of the CAM charges and/or other charges applicable.

- xxv) In the event of non-payment of any of the amounts payable by the Allottee to the DEVELOPER / FMC/ Holding Organization, the DEVELOPER / FMC/ Holding Organization as the case may be in addition to above will also be entitled to interest on the amount remaining outstanding at the rate of 15% per annum.

THE SIXTH SCHEDULE ABOVE REFERRED TO:
(THE SAID COMMON PARTS AND PORTIONS, FACILITIES AND
INSTALLATIONS)

PART - I

(THE SAID COMMON PARTS AND PORTIONS)

I.

The foundation columns beam support corridors lifts stair and staircase landings entrance exits pathways driveways common passage way including staircases.

II.

Outer walls of the said residential building including all projections including elevation fitment ventilation shafts, ducts, lift wells on each floor of common pathways, driveways.

- III. Toilet and bathrooms for use of Security Staff, Caretaker, drivers, maintenance staff and or Association.
- IV. Security Guards and maintenance staffs rest room (if any).
- V. Boundary wall of the said premises including outside of the wall, Gate Ghoomty and main gate.
- VI. The room for water pump and motor.
- VII. CLUB comprising of a community hall, kitchen and toilet, swimming pool, gymnasium, indoor games and other recreational activities.
- VIII. Conference room
- IX. The demarcated part/portion of the ultimate roof in the said residential building.
- X. Parts and Portions of the said Premises provided for tube well (if any), water pump, overhead tanks, underground /overhead water reservoirs and water pipes.
- XI. Parts and Portions of the said Premises provided for installation of transformer , electrical wiring meters and other fittings and fixtures.
- XII. DG Room

- XIII. Gas Bank
- XIII. Parts and Portions of the said Premises provided for installation of lifts and lift wells.
- XIV. Such other common parts and portions of the said Premises in the said Premises and/or the residential building as necessary for passage or use and occupancy of the said Unit/Apartment as a necessary.

PART II

(COMMON FACILITIES AND INSTALLATIONS)

- I. Water waste and sewerage evacuation pipes from the Units to the drains and sewers common to the Residential building and from the Residential to the municipal drain including service installations.

- II. Water pump with motor and with water supply pipes to overhead water tank and with distribution pipes therefrom connecting to different Residential Units.
- III. The tube well water pumps overhead tanks for supply of water to the Residential.
- IV. Underground water reservoirs water pipes and other plumbing and installations for supply of water to the Residential.
- V. Transformer electrical wiring meters and fittings and fixtures for lighting the staircase and lobbies of the Residential as well as other common parts and portions.
- VI. Lifts and its accessories including Lift Lobby.
- VII. Windows/doors/grills and other fittings in the common parts and portions.
- VIII. Generator and its allied accessories.
- IX. Firefighting equipment, Pipe connection and other ancillary equipment, Fire Refugee Platform, Fire Pump Room.
- X. Water filtration plants(for iron removal and softner) and other ancillary equipments.
- XI. Such other common equipments installations fixtures and fittings in the said common parts and portions as are necessary for the beneficiary of the said Unit/Apartments forming part of the Residential building.
- XII. Septic Tank
- XIII. Solar Panel installed in Roof

ANNEXURE - A
(Devolution of Title)

- A) One Satish Churn Law (hereinafter referred to as the ORIGINAL OWNER)

was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land containing by estimation an area of 1 Bigha 18 cottahs (more or less) equivalent to 38 cottahs / equivalent to 27360 sq. ft. (more or less) together with the building and structures standing thereon situate lying at and being Municipal Premises 5 Pretoria Street, Kolkata 700 071 (hereinafter referred to as the said **PREMISES**).

- B) By a Deed of Settlement dated 1st June 1952, registered at the office of the Registrar of Assurances, Calcutta in Book No. 1, Volume No. 74, Pages 34 to 43, Being No. 1882 for the year 1952 (hereinafter referred to as the said **DEED OF SETTLEMENT**) and made between the said Satish Churn Law therein referred to as the Settlor of the One Part and Madhab Churn Law and Smt. Susama Bala Law (hereinafter referred to as **“Trustees”**) therein referred to as the Trustees of the Other Part the said Original Owner transferred the said Property unto and in favour of the said Trustees to be held by them for the benefit of his elder grandson Lakshmi Churn Law (hereinafter referred to as the BENEFICIARY) subject to the terms and conditions contained and recorded in the said Deed of Settlement.
- C) The said Deed of Settlement expressly provides that the Trustees shall receive realize and collect the income derived from the trust fund and utilize the same for the benefit of the said Beneficiary and that upon the said Lakshmi Churn Law attaining the age of 30 years the Trust created under the Deed of Settlement shall come to an end and that the Trustees shall make over the said Property to the said Beneficiary.
- D) By an Indenture dated 4th October 1969 and made between (1) Madhab Churn Law and (2) Smt. Susama Bala Law therein collectively referred to as the Lessors of the First Part, Lakshmi Churn Law therein referred to as ‘the Beneficiary’ of the Second Part and Thakkar Estate & Finance Company Private Limited (the Lessee herein) therein referred to as the

Lessee of the Third Part and registered at the office of the Registrar of Assurances, Calcutta in Book No. I, Volume No.145, Pages 138 to 150, Being No. 4598 for the year 1969 (hereinafter referred to as '**Lease Deed**'), the said Lessors granted a lease in respect of the said Property unto and in favour of the Lessee herein for a period of 80 (eighty) years commencing from 4th October 1969 at the rent and subject to the terms and conditions contained and recorded in the said Deed of Lease.

- E) The said Laxmi Churn Law attained the age of 30 years on 27th October 1969 and in terms of the said Deed of Settlement the Trustees transferred the said Property in favour of the said Beneficiary.
- F) By an Indenture dated 24th May 1978 and made between Lakshmi Churn Law therein referred to as the LESSOR of the One Part and Thakkar Estates & Finance Company Private Limited therein referred to as the Lessee of the Other Part and registered at the office of the Registrar of Assurances, Calcutta in Book No.I, Volume No.19, Pages 1 to 7, Being No. 2636 for the year 1978, the said Lakshmi Churn Law confirmed the existence and/or validity of the said Deed of Lease dated 4th October 1969 granted in favour of the Lessee namely Thakkar Estate& Finance Company Private Limited.
- G) Thereafter by a registered Indenture of Conveyance dated 10th August 1983 and made between Lakshmi Churn Law therein referred to as the Vendor of the One Part and Hoograjuli (Assam) Tea Company Limited therein referred to as the Purchaser of the Other Part and registered at the office of Registrar of Assurances, Calcutta in Book No.I, Volume No.269, Pages 241 to 251, Being No. 8130 for the year 1983, the said Lakshmi Churn Law for the consideration therein mentioned sold transferred and conveyed the entirety of the said Property unto and in favour of the said Purchaser (namely the Owner herein) SUBJECT HOWEVER to the rights of the said Lessee namely Thakkar Estates & Finance Company Private

Limited.

- H) In order to carry out additional construction at the said Property the said Lessee submitted a building plan to Calcutta Municipal Corporation (now Kolkata Municipal Corporation) for construction of additional two floors at the said Property.
- I) The Calcutta Municipal Corporation granted sanction of the aforesaid building plan for construction of additional two floors subject to the Owner and the Lessee jointly agreeing to transfer by way of gift in favour of the said Calcutta Municipal Corporation 112.09 Sq.mtrs of land forming part of the said Property.
- J) Pursuant to the above by a registered Deed of Gift dated 2nd March 1994 registered at the office of the Registrar of Assurances-Calcutta in Book No.I, being No.3210 for the year 1994 the Owner with the consent and concurrence of the Lessee had granted by way of gift the said 112.09 Sq. mtrs equivalent to 1194 sq. ft. (more or less) of land forming part of the said Property (hereinafter referred to as the **GIFTED AREA**).
- K) Consequent to transfer of the said Gifted Area, the said Property contains by estimation an area of 26166 sq. ft. equivalent to 36 cottahs 5 chittacks 21 sq.ft. (more or less) TOGETHER WITH all structures standing thereon (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the said PREMISES).
- L) The name of the Lessee has changed from time to time from 'Thakkar Estate & Finance Company Private Limited to 'Thakkar Estate & Properties Private Limited' and thereafter, to Thakkar Estate & Properties LLP, and a certificate of incorporation to that effect has been issued by Ministry of Corporate Affairs on 24.08.2024.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

OWNER:HOOGRAJULI (ASSAM) TEA CO. LTD.

(1) **Signature** _____

Name:

Address:

(2) **Signature** _____

Name:(

Address:

SIGNED AND DELIVERED BY THE WITHIN NAMED:

DEVELOPER: P.S. GROUP REALTY PVT LTD

(1) Signature _____

Name : Address:

SIGNED AND DELIVERED BY THE WITHIN NAMED:

**CONFIRMING PARTY:THAKKAR ESTATE & PROPERTIES LLP (FORMERLY
KNOWN AS THAKKAR ESTATE &PROPERTIES PRIVATE LIMITED)**

(1) Signature: _____

Name:

Address:

Signature:

Name:

Address:

SIGNED AND DELIVERED BY THE WITHIN NAMED:

ALLOTTEE:

(1) Signature _____

Name:

Address:

(2) Signature _____

Name:

Address:

At _____ on _____ in the presence of:

WITNESSES:

(1) Signature _____

Name _____

Address _____

(2) Signature _____

Name _____

Address _____

ANNEXURE**DG BACK UP AT APARTMENT**

| Type of flat | No of flat | EB load | Option-A (No AC) | Option-B (AC 50%) | Option -C (AC 80 %) |
|---------------------|-------------------|----------------|---|---|--|
| | | | Minimum DG Back up required for a) Lighting, Fan & small power (80% Diversity) | Minimum DG Back up required for a) Lighting, Fan & small power (80% Diversity) + b) Power (25% Diversity) + c) | Minimum DG Back up required for a) Lighting, Fan & small power (80% Diversity) + b) Power (25% Diversity) + c) AC |

| | | | | AC Load (50% Diversity) | Load (80% Diversity) |
|---------------------------|-----------|-----------|---------------|------------------------------------|---------------------------------|
| | | | In KVA | In KVA | In KVA |
| 5 BHK (Type-A) | 8 | 17 | 2 | 9.0 | 13 |
| 5 BHK (Type-B) | 7 | 20 | 2 | 9.0 | 14 |
| Total Flat | 15 | | 33 | 135 | 205 |

PS Group Realty Pvt. Ltd.

Radhika Shyam Pancharis

(Constituted Attorney / Authorised Signatory)