

AGREEMENT FOR SALE

**This Agreement for Sale ("Agreement") executed on this ____ day of
_____, 2025**

BETWEEN

PARK DEVELOPERS [PAN: AAXFP6874E], a partnership firm within the meaning of the Indian Partnership Act, 1932 having its principal place of business at 7D, Tiljala Place,

P.O. Circus Avenue, P.S. Karaya, Kolkata-700017, WB, India, represented by its its authorized Partner, **Irfan Javed** (PAN: _____ and **Aadhar No.** _____) son of Javed Akhtar and residing at _____, authorized vide _____, hereinafter referred to as the "**Owner**" (which term or expression shall, unless excluded by or repugnant to the subject or context or meaning thereof, mean and include its partners for the time being and such other person or persons who may be admitted as the partners thereof and their respective heirs, executors, administrators, legal representatives and/or assigns).

AND

R.A. DEVELOPERS [PAN – ABAFR0845H] a partnership firm within the meaning of the Indian Partnership Act, 1932 having its principal place of business at Suite 6C, 6th Floor, Trinity Plaza, 84/1A, Topsia Road (South), P.O. Gobinda Khatick, P.S. Topsia, Kolkata – 700046, WB, India, represented by its authorized Partner, **Sajid Mahmood** (PAN: _____ & **Aadhaar No.** _____), son of Mahmood Alam, residing at _____, India, hereinafter referred to as the "**Promoter**" (which term or expression shall, unless excluded by or repugnant to the subject or context or meaning thereof, mean and include its partners for the time being and such other person or persons who may be admitted as the partners thereof and their respective heirs, executors, administrators, legal representatives and/or assigns).

AND

(1) _____, (having PAN: _____ and **Aadhar no.** _____) son/wife of _____, aged about ____ Years, residing at _____, and (2) _____, (having PAN: _____ and **Aadhar no.** _____) son/wife of _____, aged about ____ Years, residing at _____, hereinafter collectively referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators, successors-in-interest and permitted assignees).

The Owners, Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A. The Owner herein is seized possessed off and other wise well and sufficiently entitled to ALL THAT the piece and parcel of land containing by measurement

an area of 1 Bigha, 10 Cottahs, 14 Chittaks and 20 sq ft, more or less, lying situate and being premises No. 7A, Tiljala Place, Kolkata – 700017 hereinafter referred to as the "**Project Land**", and more fully described in **Part I of Schedule A** hereunder written. The Devolution of Title of the Owner is more fully described in in **Part II of Schedule A** hereunder written (Devolution of Title).

- B. By a Development Agreement dated 24th August, 2022, made between the Owner herein therein referred to as the Owner of the One Part and the Promoter herein, therein referred to as the Developer of the Other Part and registered with the Additional Registrar of Assurances-I, Kolkata in Book No. I, Volume no. 1901-2022, Pages 353402 to 353441, Being no. 190107529 for the year 2022, duly modified by a registered Declaration cum-Agreement dated 10th July 2025 and registered with the Additional Registrar of Assurances-I, Kolkata in Book No. I, Volume no. 1904-2025, Pages 453660 to 453681, Being no. 190410131 for the Year 2024 (hereinafter collectively referred to as "the **said Development Agreement**") the Owner herein appointed the Promoter herein as the developer to develop the Project Land by carrying out construction thereat on the terms and conditions contained therein. Simultaneous to the execution of the Development Agreement, the Owner has also granted a Power of Attorney dated 12th December, 2022 and registered with the Additional Registrar of Assurance-I, Kolkata, in Book No I, Volume 1901-2022, Pages 479623 to 479643, Being No. 11081 for the year 2022, to the Promoter (hereof thereafter referred to as "the **said Power of Attorney**") to act in their place and stead and to represent them in all matters and purposes concerning the development of the Project Land.
- C. The Project Land is earmarked for the purpose of building a residential project, comprising of partly G+6 and partly G+7 storied apartment buildings comprising of residential apartments, Multi-Level Car Parking (MLCP) units, parking spaces for both cars and two-wheelers, other spaces and various common areas and facilities to be constructed thereat ("**Project**");
- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Project Land on which Project is to be constructed have been completed;
- E. The Notice of Commencement of work was issued to Kolkata Municipal Corporation for commencement of work from _____.
- F. The Promoter has obtained the final layout plan approvals for the said Project from the Kolkata Municipal Corporation being building permit bearing **No. 2023070080** dated **15th July 2023** (said Plan). The Promoter agrees and

undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable.

- G. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata and has obtained the registration certificate thereof being **No. WBRERA/P/KOL/2024/001063**;
- H. The Allottee had applied for an allotment of residential apartment in the Project vide application no. _____ dated _____ and has been allotted apartment no. _____, Block - _____, type – Residential, having carpet area of _____ **square feet**, more or less, built up area of _____ **square feet**, more or less, with an exclusive terrace adjoining the apartment containing by measurement an area of _____ **Square Feet**, amounting to Agreed Chargeable Area of _____ **Square Feet**, more or less, on _____ **floor** in **Block No. _____** ("**Building**") along with multi-level car parking space no. _____ admeasuring _____ square feet in the **Ground Floor** (Parking Space) as limited common area, as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas, Amenities and Facilities**") as defined under clause (n) of Section 2 of the Act and in **Schedule C** hereunder, hereinafter collectively referred to as the "**said Apartment**" and more particularly described in **Schedule B** hereunder;
- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- J. The additional disclosures/details agreed between the parties are contained herein. At or before execution of this Agreement, the Allottee has been made expressly aware and after considering what has been disclosed to the Allottee, the Allottee has acquainted himself/ itself and has understood without any reservation, the following:
- (i) That a portion of the Project Land containing by measurement an area of 1 Cottah 7 Chittaks equivalent to 1035 sq ft be the same a little more or less, was recorded as waterbody in the records of the Kolkata Municipal Corporation. The Promoter herein after taking all requisite permission from the appropriate authorities have relocated the same within the Project Land and such water body shall be a part of the Common Areas, Amenities and Facilities, and the Allottee herein after having satisfied itself with such permission and compliance on the part of the Promoter is entering into this Agreement and agrees not to raise any claims in this regard in future.
 - (ii) That in accordance with the provisions of the West Bengal Apartment

Ownership Act, 1972, certain common areas and facilities may be kept as reserved for use of certain units or remain allotted to any unit to the exclusion of other units and shall be referred to as "Limited Common Areas and Facilities".

- (iii) That the Promoter shall be entitled to provide and designate certain common areas and facilities in the Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the allottees of certain limited apartments/units and to the exclusion of other allottees in the said Project ("**Limited Common Areas And Facilities**"). The Allottee agrees to use only the Limited Common Areas and Facilities (if any) specifically identified for the Allottee appertaining to the said Apartment. The Allottee agrees to not use the Limited Common Areas And Facilities identified for other allottees and hereby records its consent that the Allottee shall not have any claim of any nature whatsoever with respect to the Limited Common Areas And Facilities identified for other allottees and/or the usage thereof. It is hereby expressly clarified that the Promoter holds absolute discretion in the demarcation of the Limited Common Areas and Facilities, as well as in determining its usage and reserving access for specific allottees, all at its sole discretion.
- (iv) That the Project contains covered and multi level parking spaces as per sanctioned plan (Parking Areas), which are not forming part of the Common Areas, Amenities and Facilities and the Promoter shall be entitled to allot the use of such parking areas to the allottees who need the same and apply for the same. Save and except the Parking Areas as mentioned herein, the Promoter has identified certain open spaces which can be used for parking of motorbikes and/or cars (Parking Spaces) to be used by the allottees and/or as visitors parking area. For a regulated and disciplined use of these Parking Spaces, the Promoter has reserved rights to identify the use of parking spaces by the allottees in these Parking Spaces exclusively to the allottees who need the same and apply for the same and the Allottee shall not raise any objection with regard thereto including any parking spaces identified and earmarked as visitors parking area. The Allottee is also acquainted that open parking spaces are a part of the Limited Common Areas and Facilities. The Allottee herein is acquainted with and agrees that the Promoter shall be entitled to grant to certain intending allottee(s) such Parking Spaces (including the open parking spaces as a part of the Limited Common Areas and Facilities of such allottees). The Allottee herein records its consent not to claim and or object to such allotment being granted in favour of the other allottees in the Project.

- (v) That the Allottee has conducted his/her/its own due diligence and has satisfied himself/herself/itself on the title of the Owner/Promoter to the Project Land and has taken independent legal advice on the proposed scheme of development and has accepted the same and hereby agrees and covenants not to raise any objection thereto or make any requisition in connection with the Carpet area, Built Up Area, Agreed Chargeable Area of the said Apartment in any manner whatsoever.
 - (vi) The Allottee has also inspected the Plans presently sanctioned by the Kolkata Municipal Corporation and hereby agrees and covenants not to raise any objection with regard thereto.
 - (vii) The Allottee is aware that Save and Except as mentioned herein, there are no litigations pending before any court of law or authority with respect to the said Project Land/Project or the said Apartment.
- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the garage/closed parking (if applicable) as specified in paragraph H;

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

1. TERMS:

- 1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the said Apartment as specified in paragraph H;
- 1.2 The Price for the said Apartment based on carpet area is Rs. _____/- (Rupees _____only) and a sum of Rs. _____/- (Rupees _____only)

_____ only) towards Extra Charges, as per the details given in the **Part II of Schedule D** hereunder written and a sum of Rs. _____/- (Rupees _____ only) towards Goods and Service Tax and hereinafter collectively referred to as the "Total Price" ("**Total Price**").

In addition to the aforesaid Total Price, the deposits as morefully mentioned in the **Part III of Schedule D** shall be paid to the Promoter as per the Payment Plan (defined hereinafter).

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment];
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the said Apartment: Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;
- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartment includes the pro rata share in the common areas and parking space(s) as provided in the Agreement.
- (v) The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- (vi) The Allottee shall be liable to pay all levies, charges, cess, indirect taxes, assignments of any nature whatsoever (present or future) in respect of the said Apartment or otherwise. All direct taxes in respect of profits (if any) earned from the development and sale of apartments shall be borne by the Promoter.

- 1.3 The Allottee(s) shall make the payment as per the payment plan set out in **Part I Schedule D ("Payment Plan")**.
- 1.4 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ **Nil** % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to the Allottee by the Promoter.
- 1.5 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee save and except as may be provided in the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.6 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the buildings are complete and the occupancy certificate or the completion certificate or both, as the case may be is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the rate specified in the West Bengal Real Estate (Regulation and Development) Rules, 2021 ("**Rules**"), from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.
- 1.7 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the said Apartment as mentioned below:
- (i) The Allottee shall have exclusive ownership of the said Apartment;
 - (ii) The Allottee shall also have undivided proportionate share in the common areas. Since the share / interest of Allottee in the common areas is undivided and cannot be divided or separated, the Allottee shall use the common areas along with other occupants, maintenance

staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the common areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

- (iii) That the computation of the price of the said Apartment includes recovery of price of land, construction of [not only the Apartment] but also] the Common Areas, Amenities and Facilities, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other amenities and facilities as provided within the Project.

1.8 It is made clear by the Promoter and the Allottee agrees that the said Apartment along with Parking Space shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Project Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project. It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely Signature Living shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

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

- 1.10 The Allottee has paid a sum of Rs. 5,00,000/- (Rupees Five Lakhs only) as booking amount ("**Booking Amount**") being part payment towards the Total Price of the said Apartment at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the balance of the Total Price and the Deposits as prescribed in the Payment Plan and as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the Allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of 'R A Developers' payable at Kolkata. In the event of the dishonour of any cheque issued by the Allottee, all costs, charges, and expenses incurred as a consequence of such dishonour, including but not limited to bank charges, penalties, and any other related expenses, shall be solely borne and paid by the Allottee.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is

any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the said Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Payment Plan (morefully detailed in **Schedule D**).

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen the specifications of the said Apartment and accepted the Payment Plan, floor plans, layout plans which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Kolkata Municipal Corporation and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this

term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

- 7.1 Schedule for possession of the said Apartment:** The Promoter agrees and understands that timely delivery of possession of the said Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the said Apartment on or before 31st August, 2027, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the said Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- 7.2 Procedure for taking possession–** The Promoter, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the said Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the said Apartment to the Allottee. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 45 (forty-five) days of receiving the completion certificate of the Project. The work approval certificates issued by the technical specialist required for the issue of Completion Certificate / Partial Completion Certificate shall be construed as a defect-free completion of the building and any claim by the Allottee or his consultant shall not be a valid ground for refusal of accepting possession by the Allottee. Possession can not be delayed on the pretext of minor defect or some common area work is still continuing. If there be any minor defect the Promoter will rectify it and have the same certified by the Architect. If the Allottee himself wants to get the work done, he can give prior information to the Promoter and get the cost approved before getting the work done and

claim reimbursement. At the time of handover, the Allottee shall need to make the final payment of the instalment of the Total Price and take over possession of the said Apartment within the stipulated timeline.

- 7.3 **Failure of Allottee to take Possession of said Apartment:** Upon receiving a written intimation from the Promoter as per clause 7.2 hereinbefore, the Allottee shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the said Apartment to the Allottee (**Date of Possession**). In case the Allottee fails to take possession within the time provided in clause 7.2, he shall continue to be liable to pay maintenance charges as applicable on and from the date of expiry of the aforesaid timeline of 3 (three) months (**Deemed Date of Possession**) and it shall be deemed that the Allottee has been handed over possession of the said Apartment on and from such date. It is further agreed that on and from the Deemed Date of Possession the Allottee shall be further liable to pay in addition to the maintenance charges, a sum of Rs. 25,000/- (Rupees Twenty-Five Thousand only) per month to the Promoter towards Guarding Charges.
- 7.4 **Possession by the Allottee** – After obtaining the occupancy certificate or the completion certificate or both, as the case may be, and handing over physical possession of the apartments to the allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.
- 7.5 **Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein shall be entitled to forfeit the Booking Amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned (without any interest thereon) by the Promoter to the Allottee within 45 (forty-five) days of such cancellation. Upon withdrawal or cancellation of allotment by the Allottee under this Agreement, the Promoter shall have the right to re-allot the said Apartment to any third party thereafter and the prior allotment in favour of the Allottee will stand cancelled. All rights of the Allottee under any allotment letter issued or this Agreement shall also stand terminated. The Allottee is aware and agrees that all amounts paid towards Goods and Service Tax and deposited with the concerned authority shall not be returned and/or refunded by the Promoter and the Allottee may approach the concerned authority for refund of such amounts paid as Goods and Service Tax without foisting any liability on the Promoter in this regard

- 7.6 **Compensation** – The Owner/Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the said Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (ii) Save and except as disclosed herein, there are no encumbrances upon the Project Land or the Project;
- (iii) Save and except as mentioned herein, there are no litigations pending before any court of law or authority with respect to the said Project Land/Project or the said Apartment;
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and said Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, Building and said Apartment and common areas;
- (v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land, including the Project and the said Apartment which will, in any manner, affect the rights of the

- Allottee under this Agreement;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
 - (viii) After the execution of the deed of conveyance and formation of the Association, the Promoter shall handover lawful, vacant, peaceful, physical possession of the said Apartment to the Allottee and the common areas to the Association of the Allottees in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972;
 - (ix) The Project Land 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 Project Land;
 - (x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities;
 - (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the Project Land and/or the Project;
 - (xii) That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide ready to move in possession of the said Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter.

If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or

- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever (save and except any interest paid by the Allottee for delayed payment) towards the purchase of the said Apartment, along with interest at the rate specified in the Rules within 45 (forty-five) days of receiving the termination notice: Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the said Apartment.

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

- (i) In case the Allottee fails to make payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan contained herein, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules.
- (ii) In case of default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the said Apartment in favour of the Allottee and refund the money paid to the Promoter by the Allottee after deducting therefrom the Booking Amount, the interest liabilities (if any), Goods and Service Tax paid till date of cancellation, Goods and Service Tax payable on account of such cancellation and together with deduction of such other tax/levy as may be applicable at the time of such termination. Notwithstanding anything mentioned herein, the Allottee expressly acknowledges understands and agrees that in the event of cancellation of the allotment of the Apartment (and this Agreement) in terms of this Agreement by the Allottee or the Promoter, as the case may be, or if the Allottee fails to co-operate with the Promoter in executing and registering necessary Deed of Cancellation to record such cancellation, mere serving of notice of termination alone by the Promoter shall be sufficient to record and effect the cancellation of this Agreement and extinguishment of all rights of the Allottee hereunder, or in law, and no further act or other deed, document or instrument shall be required to be executed or registered by the Allottee for this purpose and

the Allottee expressly agrees to the same. However, the Promoter in its sole discretion shall have the right (but not obligation) to execute and register an unilateral Deed of Cancellation in the nature of a declaration to record the fact of such cancellation, and the Allottee hereby agrees that in such an event, the Allottee shall have no rights to object to the same and hereby records its consent thereto.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of the entirety of the Total Price and other deposits of the said Apartment under the Agreement from the Allottee, shall execute a deed of conveyance and convey the title of the said Apartment together with pro rata share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the deed of conveyance in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

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

11.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of allottees, subject to fulfillment of all the obligation of the Allottee in terms of making payment of the maintenance charges. The cost of such maintenance charges has not been included in the agreed consideration of the Said Apartment and the Allottee shall forthwith make such payment on demand.

11.2 The Promoter shall issue invoices for the maintenance charges on a quarterly basis. The Allottee shall pay such maintenance charges in terms of the invoices within a period of seven 7 (seven) days from the date of receipt of the invoice. In the event that the Allottee fails to make payment within the aforementioned timeline, the outstanding maintenance charges shall be adjusted against the Maintenance Deposit (as defined hereinafter), without prejudice to any other rights or remedies available to the Promoter under this Agreement or applicable law.

11.2 Formation of Association:

- 11.2.1 The allottees of the Project shall form an association and the Common Areas, Amenities and Facilities shall be handed over to such Association. It shall be incumbent upon the Allottee to join the Association as a member and for this purpose also from time-to-time sign and execute the application for registration and the other papers and documents necessary for the same. The Allottee shall pay the proportionate costs and expenses (including but not limited to payment of proportionate Stamp Duty and Registration charges payable) for (i) formation of the Association, and (ii) transfer of the Common Areas, Amenities and Facilities. The Allottee hereby authorizes the Promoter to take all necessary steps in this connection on his/her/their/its behalf, and further the Allottee agrees to comply with and/or adhere to all the applicable laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association.
- 11.2.2 The Promoter shall finalize and execute annual maintenance contracts in respect of the relevant facilities and equipment provided to the Allottees in the Project for the first year and there onwards it shall be the responsibility of the Association to renew and/or execute fresh annual maintenance contracts in respect of such facilities and amenities.
- 11.2.3 The Promoter shall hand over the Common Areas, Amenities and Facilities in the manner aforesaid upon formation of the Association, the Promoter shall hand over the Common Areas, Amenities and Facilities together with the relevant documents and plans pertaining thereto, to the Association within such time period and in such manner as prescribed under applicable laws (hereinafter referred to as the "Handover Date"). Save as provided herein, on and from the Handover Date, the Association shall, *inter alia*, become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations etc., as may from time to time have been procured / obtained / entered into by the Promoter and the Association shall be responsible for proper safety and maintenance of the Project and of upkeep of all fixtures, equipment and machinery provided by the Promoter, and the Promoter shall upon such hand over stand automatically discharged of any liability and/or responsibility in respect thereof and the Allottee and the Association shall keep the Promoter fully saved, harmless and indemnified in respect thereof. It is further agreed that the Association of Apartment Owner shall not be entitled to delay the hand over of the Common Areas, on the any pretext including but not limited to some Common Areas of the Project being incomplete or some rectifications being pending. The Association may after taking over possession carry out such rectification works and claim reimbursement of the pre approved costs from the Promoter.

- 11.2.4 So long as the maintenance of the Common Areas, Amenities and Facilities are not taken over by the Association, the maintenance activities will be operated by the Promoter or through its nominees and the maintenance charges for the same shall be as may be decided by the Promoter or its maintenance agency for providing such maintenance. The Promoter shall also be entitled to a management fee calculated at 15% of the total maintenance charges together with applicable GST thereon.
- 11.2.5 The Allottee agrees and undertakes to deposit a non-interest-bearing security deposit (as specified in the Payment Plan) with the Promoter, which deposit shall be pooled into a Sinking Fund ("Sinking Fund"). The Allottee agrees and acknowledges that such Sinking Fund shall be handed over to the Association by the Promoter, without any interest.
- 11.2.6 The Allottee, on or before possession, is required to deposit an amount equivalent to 2 (Two) year's estimated maintenance charges ("**Maintenance Deposit**") as would be so determined by the Promoter. The Allottee agrees and acknowledges that such Maintenance Deposit shall be handed over to the Association by the Promoter, without any interest after adjusting/deducting therefrom all amounts then remaining due and payable by the Allottee or any other allottees of the Project on account of outstanding maintenance and common charges and expenses to the Promoter, together with interest thereon. Such amount(s), if any, thus transferred shall be held by the Association on behalf of and on account of the Allottee and the other allottees of the Project. The Allottee hereby agrees and undertakes to bear all taxes that may be levied on the Promoter on account of making such adjustments and/or on account of the Promoter transferring/handing over the Maintenance Deposit to the respective Association. The Allottee undertakes to make good and pay to the Association all such amounts that may be deducted/adjusted as aforesaid by the Promoter as due and payable by the Allottee and/or to replenish any shortfalls caused on account of the Allottee within 15 (fifteen) days of a demand made by the Association with respect thereto. The Promoter shall not be held liable, in any manner whatsoever, for any shortfall in the Maintenance Deposit due to the above adjustments or otherwise after the handover of the Maintenance Deposit by the Promoter to the Association and the Allottee and the Association shall jointly and severally keep the Promoter indemnified for the same.
- 11.2.7 The Allottee acknowledges that it/he/she shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the building (House Rules) and/or the Project by the Promoter or the Association, as the case may be, and in any event, by way of negative

covenants, agrees not to act contrary to such rules and regulations which may be framed and/or be made applicable to all the apartment owners or other occupiers of the building and/or the Project.

- 11.2.8 The Allottee expressly agrees and acknowledges that it is obligatory on the part of the Allottee to regularly and punctually make payment of the proportionate share of the common charges and expenses and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the right of the other allottees and/or occupiers in the Project for which the Promoter shall not be held liable.
- 11.2.9 Further, the Allottee agrees and undertakes to pay all necessary deposits/charges to the Promoter or the Association, as the case may be, including the interest free security deposit(s) payable to the concerned statutory bodies/ authorities or other entities, each as may be determined by the Promoter or the Association, as the case may be, each within such timelines as may be prescribed by the Promoter or the Association, as the case may be.
- 11.2.10 Without prejudice to the rights available under this Agreement, in the event that any amount payable to the Promoter or the Association is not paid within 2 (two) months from the date of the notice in this regard, the Promoter or the Association, as the case may be, shall also be entitled to take such further steps as it may reasonably determine for recovery of the said amounts.

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act. It is clarified that the above said responsibility of the Promoter shall not cover defects, damage or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Allottee or its nominee/agent (iii) case of force majeure (iv) failure to maintain the amenities/equipment (v) accident and (vi) negligent use. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under

the maintenance of the said Apartment/building and if the annual maintenance contracts are not done/renewed by the allottee and/or the Association, the Promoter shall not be responsible for any defects occurring due to the same. The project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the respective vendors/manufacturers that all equipments, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the apartments and the common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Apartment/Building includes minor hairline cracks on the external and internal walls excluding the RCC, structure which occur due to shrinkage in concrete, block work/brick work, plaster, which is inherent property of cementitious material and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. Any claim raised by the Allottee for structural defects shall only be considered valid and raised after confirmation of the same by the structural engineer as appointed by the Promoter for the instant Project from time to time. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee, it shall be necessary for the Allottee to provide the Promoter or its men agents and representatives reasonable opportunity to inspect, assess, and determine the nature of the purported defect (if any). Notwithstanding anything contained hereinbefore, it is expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of the purported defect, alters the state and condition of the area of the purported defect, then in such event, the Promoter shall be relieved of its obligations contained hereinbefore. The Allottee is aware that the said Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Building at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee and/or the association of allottees shall have no claim(s) of whatsoever nature against the Promoter in this regard. While making furniture, fixture or affixing anything within the said Apartment if any damage is caused to the floors or the walls, then in such case the Promotor will not be responsible.

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

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

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

15. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Signature Living, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 16.1 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the said Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment and keep the said 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.

- 16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the said Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the said Apartment.
- 16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 16.4 The Allottee agrees and hereby records its consent that the location of Transformers, DG, air-conditioners etc. shall be done as per the advice of the Architect and none of the allottees individually or collectively shall have any right to object to the same or to have the installations relocated on the ground of inconveniences caused.
- 16.5 The Allottee is aware and agrees that the Promoter has neither any role nor any responsibilities to arrange supply of Municipal Water if it is not being provided by the concerned Authorities and hereby records its consent not to raise any objections and/or claims in this regard.
- 16.6 The Allottee agrees, covenants and undertakes to observe and comply with the covenant and/or terms and conditions mentioned in **Schedule E** and shall be liable and responsible for all losses and damages arising in case of default, violation and/or breach of any of them.

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

The Allottee is entering into this Agreement for the allotment of the said Apartment with the full knowledge of all disclosures, permissions, approvals,

laws, rules, regulations, notifications applicable to this Project in particular. The Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for possession and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the said Apartment at his/her own cost. In addition to the aforesaid, the Allottee hereby agrees to observe and perform the stipulations, regulations and covenants (collectively Covenants), morefully described in **Schedule E** hereunder written.

18. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE:

After the Promoter executes this Agreement, the Promoter shall not mortgage or create a charge on the [Apartment/ Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee herein.

20. APARTMENT OWNERSHIP ACT:

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

21. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified

within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/ plot/building, as the case may be.

23. RIGHT TO AMEND:

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

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE:

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees. Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY:

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

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

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

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

28. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. PLACE OF EXECUTION:

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

30. NOTICES:

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

Allottee:

Name: _____,
Address: _____

Promoter:

Name: **Mr. Sajid Mahmood, R.A. Developers,**
Address: Suite 6C, 6th Floor, Trinity Plaza, 84/1A, Topsia Road (South),
P.O. Gobinda Khatick, P.S. Topsia, Kolkata – 700046, WB, India

- 30.2 It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by registered post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

31. JOINT ALLOTTEES:

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

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

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

34. DISCLAIMER:

All terms and conditions mentioned hereinafter are as per the contractual understanding between the parties and are not in derogation of and/or inconsistent with the terms and conditions hereinbefore contained and/or the provisions of the Real Estate (Regulation and Development) Act, 2016 Act and

the West Bengal Real Estate (Regulation and Development) Rules, 2021 and Regulations made thereunder.

35. ADDITIONAL COVENANTS:

- 35.1 The Allottee agrees that the Promoter shall be entitled to provide and designate certain common areas and facilities appurtenant to apartments/flats/units in the said Project as limited and exclusive common areas and facilities, at its sole discretion, the usage whereof shall be limited and exclusive to the allottee/s of such apartments/flats/units and to the exclusion of other allottee/s in the said Project (“**Limited Areas And Facilities**”). The Allottee agrees to use only the Limited Areas And Facilities (if any) specifically identified for the Allottee appertaining to the said Apartment. The Allottee agrees to not use the Limited Areas And Facilities identified for other allottee/s and hereby records its consent that the Allottee does not have any claim of any nature whatsoever with respect to the Limited Areas And Facilities identified for other allottee/s and/or the usage thereof.
- 35.2 The Allottee has been made expressly aware that the open parking spaces are a part of the limited common areas as defined in Section 3(i) of West Bengal Ownership Act, 1972. The Allottee herein is acquainted with and agrees that the Promoter shall be entitled to grant certain intending allottees in the Project such areas being a part of limited common areas of such allottees. The Allottee herein records his/her/its consent not to claim and or object to such arrangement being granted in favour of the other allottees in the Project.
- 35.3 The Allottee has been made expressly aware that the MLCP units to be established in the Project facilitate stackable parking. In order to prevent inconvenience to fellow users of such MLCP units, allottees who have been allotted pallets in the MLCP units shall mandatorily keep deposited their car keys, with the security guard in charge of managing such MLCP units. The Allottee hereby agrees and accepts that it shall keep deposited, its car key with the person and/or persons earmarked for this purpose, without any dissent and/or demur. Furthermore, the Allottee herein agrees that it shall be its sole responsibility to remove any articles and/or any valuables from the car before handing over the keys of the same to the security guard. The Allottee undertakes and hereby covenants, not to raise any claims in this regard whatsoever, including but not limited to, loss of any article kept in the car.
- 35.4 The Allottee is aware and has after taking independent legal advice thereof, understood that there is a pending litigation against the Owner, being No. WPA - 17769/2024 before the Hon’ble High Court at Calcutta. The Allottee is further

aware that such pending litigation, however there are no impediments and/or restraints on the Owner to deal with the said Apartment in any manner whatsoever.

- 35.5 The Allottee has been made expressly aware and after considering what has been disclosed to the Allottee by the Promoter, the Allottee has, after taking independent legal advice in respect thereof, agreed that his right to enjoy the Common Areas, Amenities and Facilities shall always be subject to a permanent right of easement use and access of the Promoter, their men and agents, the owner(s) and occupants with whom such Common Areas, Amenities and Facilities will be shared. Similarly, the Allottee has agreed that his right to enjoy the Common Areas, Amenities and Facilities shall always be subject to a permanent right of easement use and access of the Promoter, their men and agents, the owner(s) and occupants of the Project, with whom such Common Areas, Amenities and Facilities will be shared. The Allottee has also been made aware and agrees that the Promoter and the owner(s) and occupiers of the other apartments shall also be entitled to the Project Land and all benefits arising therefrom.
- 35.6 The rights of the Allottee is limited to ownership of the said Apartment and the Allottee hereby accepts the same and shall not, under any circumstances, raise any claim, of ownership, contrary to the above. The Allottee shall only have user rights in the Common Areas, Amenities and Facilities to the extent required for beneficial use and enjoyment of the said Apartment, which the Allottee hereby accepts and agrees that the Allottee shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Common Areas, Amenities and Facilities.
- 35.7 The Allottee admits and acknowledge the fact that certain units may have exclusive open to sky terrace/gardens/ balconies attached to such units and shall have exclusive right of user of the same independent of all others and the Allottee shall have no nor shall claim any right title and/or interest whatsoever or howsoever over and in respect of the same whatsoever or howsoever. The Allottee further accepts that it shall not enclose or make any constructions on the open to sky terrace/gardens/ balconies attached to the said Apartment.
- 35.8 The Allottee has been made expressly aware that the Promoter shall be entitled to temporarily use a fully / partially construed apartment but for which CC is yet to be obtained, for use as a store or for the purpose of labour stay or any other use and the Allottee hereby agrees and records its consent that it shall not object to the same.

- 35.9 The Allottee agrees that the obligation of the Promoter under Clause 7.1 above shall arise subject to the Allottee having made timely payment of the full amounts of the Total Price/Agreed Consideration mentioned in **Schedule D** mentioned therein as also the timely payment of all the additional deposits prior to the scheduled date of delivery of possession and subject to the Allottee complying with all his obligations under this Agreement and/or otherwise under the law and subject to the Allottee not committing any breach, default or violation.
- 35.10 The Allottee agrees that the Allottee's right of receiving compensation from the Promoter under clause 7.6 shall be subject to the Allottee having done its requisite due diligence and care, and subject to the Allottee not having committed default or violation or breach or non-compliance of any of the terms and conditions of this Agreement and subject to the Allottee having made timely payments of all amounts under this Agreement and/or otherwise required under law.
- 35.11 The Allottee has been made duly informed and hereby consents that, in the event the Allottee has been offered possession of the said Apartment but has not taken it, the Allottee shall be liable to pay guarding charges amounting to Rs. 25,000/- (Rupees Twenty-Five Thousand only) per month till such time that the Allottee, after making all necessary payments, executes and presents the Deed of Conveyance for registration before the concerned registering authority.
- 35.12 The Allottee agrees that the Allottee's right of cancellation shall be subject to the Allottee having complied with all his/her/its obligations under this Agreement till such 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 Allottee undertakes and 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. The Promoter shall not have any other liability or obligation whatsoever and shall be entitled to deal with, dispose of and/or sell the said Apartment Unit to anyone else without any reference to the Allottee after the date of such cancellation.

36. INTERIM MAINTENANCE PERIOD

- 36.1 During the interim maintenance period between obtaining of the completion certificate of Project and formation and operationalization of the Association the Promoter shall through itself or through a facility management company run, operate, manage and maintain the Project Common Areas, Amenities and Facilities. On formation of the Association, it shall be responsible for operating, managing and maintaining the Project Common Areas, Amenities and Facilities. The Promoter shall also be entitled to a management fee calculated at 15% of the total maintenance charges together with applicable GST thereon.
- 36.2 The maintenance and management of Common Areas, Amenities and Facilities by the facility management company will primarily include but not be limited to maintenance of water works, common electrical installations, landscaping, initial AMCs, security etc. It will also include safety and security of the Project such as fire detection and protection and management of general security and control of the Project.
- 36.3 The Rules/ Bye Laws to regulate the use and maintenance will be framed by the Promoter initially and thereafter adopted by the Association, with or without amendments, as may be deemed necessary by the Association, and the Allottee shall be bound to follow the same.

37. FUTURE EXPLOITATION

- 37.1 Besides the additions and alterations permissible under the Act and/or Rules, the Allottee hereby records its consent and authorizes the Promoter to carry out modifications, additions and alterations within permissible and/or prevailing norms regarding the construction and the specifications of the Building, the common areas, the ground floor layout and/or the said Apartment as may be deemed necessary and/or as may be advised by the Architects and/or as may be required by any authority including the Kolkata Municipal Corporation. Prior to the booking of the said Apartment the Allottee had been informed and made aware that the ground floor layout including the common areas and its location may undergo changes and/or modifications and the Allottee has consented to and/or hereby records its consent to the such modifications.
- 37.2 In the event, the Promoter is entitled to utilize any additional FAR (Floor Area Ratio), the Allottee agrees and understands that such additional FSI/FAR shall be achieved only by way of vertical extension over the existing buildings. The Allottee hereby accords its consent to the Promoter that the Promoter shall have full right, title, interest to use and utilize the additional FSI/FAR in respect of the Project Land which may be made available even after the Deed of

Conveyance of the Apartment has been executed the Allottee(s) or any member of the Association shall not raise any objection of whatsoever nature for the same.

- 37.3 The Allottee has irrevocably consented and/or hereby irrevocably consents that the Promoter shall be entitled to make in future additional/further construction in the Project Land including by raising of any additional floor/storey/ construction over the roof of the Building and/or by way of construction of additional buildings/structures in the open land/spaces in the Project Land and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the Building and/or the common areas subject to obtaining necessary sanctions, permissions, and approvals. Such future additional/further constructions/ exploitation shall belong exclusively to the Promoter, who shall be entitled to assign, transfer, sub-lease and/or otherwise deal with and dispose of the same in any manner whatsoever and appropriate all considerations and other amounts receivable in respect thereof. For the aforesaid purpose the Promoter is entitled to shift any part of the Project Common Areas, Amenities and Facilities (including common areas and installations, lift machine rooms and water tanks and other common installation on the roof) to the ultimate roof and also to make available the Common Areas, Amenities and Facilities and all utility connections and facilities to the additional/further constructions. The Promoter shall, if required, be entitled to obtain necessary permission / sanction from the concerned authorities regarding the above or get the same regularized/approved on the basis that the Promoter have an irrevocable sole right in respect of the same and the Allottee has irrevocably consented and/or hereby irrevocably consents to the same. However, the area of such additional construction shall become part of the total area for calculation of undivided proportionate share. The Allottee further agrees and undertakes not to raise any objection in the event the Promoter after obtaining necessary permissions, sanction, approvals, carries out such additional or further construction. The Allottee hereby record its/their written consent to such additions and alterations as referred to hereinabove. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price so long as the carpet area of the said Apartment doesn't change due to such addition/alteration.

38. GENERAL COVENANTS

The Allottee agrees that:

- 38.1 That the Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the Building or any part thereof or whereby any increased premium shall become payable in respect of the insurance;

- 38.2 That the Allottee shall pay to the Promoter or the Association, as the case may be, within 15 (fifteen) days of demand by the Promoter his share of security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the Building in which the Apartment is situated;
- 38.3 That if the Allottee lets out or sells the Apartment, the Allottee shall immediately notify the Promoter or the Association, as the case may be, of the tenant's/transferee's details, including address, email-id and telephone number. That the Allottee shall not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Apartment;
- 38.4 That the Allottee shall not use the Apartment for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;
- 38.5 That the Allottee shall not keep in the parking space, if any, anything other than cars or use the said parking space for any purpose other than parking of cars or two wheelers or raise any kucha or pucca construction, grided wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;
- 38.6 That the Allottee shall not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Building in any manner whatsoever;
- 38.7 That the Allottee shall not use the name/mark of the Promoter in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Apartment and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark of the Promoter;
- 38.8 That the Allottee agrees and acknowledges that the Promoter and the Association shall be entitled to put up any neon sign, hoardings and other display materials on any part or portion of the common areas;
- 38.9 That the Allottee shall remain fully responsible for any domestic help or drivers, maids employed by the Allottee and any pets kept by the Allottee;
- 38.10 That the Allottee shall not refuse or neglect to carry out any work directed to be executed in the building or in the Apartment after he/she/they had taken possession thereof, by a competent authority, or require or hold the Promoter

liable for execution of such works;

38.11 That the Allottee shall not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the Building and the Project.

38.12 That the Allottee shall abide by the House Rules as may be prescribed by the Promoter/ Association from time to time.

39. NOMINATION BY THE ALLOTTEE WITH CONSENT:

39.1 The Allottee admits and accepts that after the lock in period as mentioned herein below and before the execution and registration of deed of conveyance of the said Apartment, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:

(a) Allottee to Make Due Payments:

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

(b) Lock-in Period:

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

(c) Prior Written Permission and Tripartite Agreement:

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

(d) Nomination Fees:

The Allottee shall pay a sum calculated @ 2% of the Total Consideration price (Nomination Fees) together with applicable taxes, as and by way of nomination fees to the Promoter. It is clarified that inclusion of a new joint allottee or change of a joint allottee shall be treated as a nomination. However, nomination fees shall not be payable in case of nomination in favour of parents, spouse, brother, sister or children of the Allottee. Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Allottee paying to the Promoter agreed compensation equivalent to the income tax payable on such

difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Allottee on or before nomination. It is hereby agreed by the Allottee that any sums disbursed towards stamp duty and registration fees by the Allottee shall be irrevocably waived and relinquished. Consequently, the designated nominee shall assume and bear full responsibility and liability for paying the relevant stamp duty and registration charges as may be required under applicable laws.

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

40. MODIFICATIONS TO THE SAID APARTMENT

In the event the Allottee desires to change the layout, specifications and/ or internal plans of the said Apartment, the Allottee agrees to engage the Promoter to carry out such modifications and/or alterations by causing revision of the Plans and construction and/or other works as may be necessary to permit such modifications and/or alterations. The Allottee agrees to reimburse the Promoter, all costs and expenses as may be incurred by the Promoter to carry out such modifications and/or alterations in the said Apartment. The Allottee acknowledges and agrees that any proposed changes shall adhere to the prescribed norms of the Kolkata Municipal Corporation.

41. FUTURE CONTINGENCY AND COVENANT OF THE ALLOTTEE

The Allottee agrees that these terms and conditions for sale and transfer of the said Apartment as contained herein, are made in view of the extant laws, rules and regulations governing such sale and transfer and are subject to changes / variations as the Promoter may deem appropriate or as may be directed by appropriate authorities or as may be made by the Promoter in view of applicable laws, rules and regulations. The Allottee agrees to render all cooperation to the Promoter in this regard as and when called upon by the Promoter without any claim demand demur or protest.

42. COVENANTS REGARDING ADDED AREAS:

- 42.1 Notwithstanding anything contained in this Agreement, the Allottee hereby grants unconditional consent and approval to the Promoter herein for: (1) integrating or adding future land or buildings to the Project and for this purpose demolishing boundary walls and affixing gates wherever necessary and connecting existing roads to future roads, (2) extending, modifying, realigning the Common Areas, Amenities and Facilities (3) modifying the said Plan, as

may be necessary in this regard and (4) granting to the other allottees of the units of buildings in such added areas, as the case may be, all forms of rights to use of the said Common Areas, Amenities and Facilities. The Allottee shall not object to the construction of building(s) (to be included within and as a part of the Project) on additional land and/or added areas adjoining the Project over a period of time and/or shall not object to the Owner/Promoter integrating such areas into the Project with one or more buildings and/or to share and/or apportion any benefit and advantage, access way, portion of utility etc. arising out of such combination /addition with the Project. Notwithstanding anything to the contrary elsewhere herein contained, the properties benefits and rights of the Promoter mentioned hereinafter shall be excepted and reserved unto the Promoter and it is expressly agreed and understood by and between the Parties hereto as follows: -

42.1.1 That the Owner/Promoter shall be entitled to link the said Project Land with added areas i.e. lands or landed properties adjacent and/or adjoining to the Project Land whether by acquiring in their names and/or in the names of any group company /associate/ sister concern/nominee (the “**ADDED AREA**”) and/or by entering upon any negotiation or contract with the owners of such Added Area and shall also be entitled to give, take and/or share any right, title, interest, benefit, advantage etc., as between the Project and the Added Area as the Owner/Promoter may from time to time deem fit and proper. Without prejudice to the generality of the foregoing provisions and nonetheless in addition thereto, the Owner/Promoter shall be at liberty to do all or any of the following acts deeds and things from time to time relating to or arising out of the linking of the Project Land and Project with Added Areas: -

- i) to amalgamate or merge the Added Area or any part thereof with the said Project Land and/or the Project in such manner and to such extent as be deemed fit and proper by the Owner/Promoter,
- ii) to allow the utilization of the frontage, entry/exit points, passages, pathways, access-ways at the said Project Land for any sanction, construction, use and enjoyment of the Added Areas or any constructions and developments thereon;
- iii) to cause or allow building plans for constructions at the Added Areas to be sanctioned by using or showing the frontage or any other beneficial characteristics of the said Project Land;
- iv) to utilize any additional constructed area that may be allowed or sanctioned in the Project Land and/or the new buildings or Project thereon (by way of additional storey, additional building or otherwise) owing to any amalgamation or link with the Added Areas;
- v) to combine and/or connect the Project and the Added Areas or any part thereof or any developments thereon and/or to share any portion, area,

utility, facility, access way, entry/exit points, or any common or other facility (including the Common Areas and Installations) between the occupants of the Project and the Added Areas in such manner and to such extent as the Owner/Promoter may deem fit and proper.

- vi) In case of any construction or additional construction arising out of linkage with Additional Area or otherwise, there may be a consequential decrease in the said pro rata undivided share in the Common Areas, Amenities and Facilities but the Allottee either individually or together with the other allottees and/or occupiers of units in the Project shall not be entitled to claim refund or reduction of any consideration or other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Owner/Promoter on account thereof.

42.1.2 The Allottee doth hereby consent and confirm that the Owner/Promoter shall be at liberty to have the said Plan modified and/or altered for construction, reconstruction addition and/or alteration of or to the Project or any part thereto or due to arising out of any linkage with the Added Areas and/or for change of user of any building other than the said Unit provided that in case by such modification, alteration and/or sanction the location or built up area of the said Unit is likely to be affected. The Allottee hereby records its / their written consent to such modification/alteration as refer to here in above.

SCHEDULE - A

PART-I

(Project Land)

ALL THAT the piece and parcel of land containing by measurement an area of 1 (one) Bigha 10 (the) Cottahs 14 (fourteen) Chittacks and 20 (twenty) square feet, be the same, a little more or less, together with the structures standing thereon lying situate and being premises No. 7A Tiljala Place, Kolkata 700 017, P.O. Circus Avenue, P.S. Karaya, within Ward No. 65, Borough No. VII of the Kolkata Municipal Corporation and butted and bounded in the manner that is to say

On The North : Dr. Biresh Guha Street (previously, Dilkhusa Street)

On The South : Premises No. 51 Shamsul Huda Road

On The East : KMC Road

On The West: KMC Road

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

PART-II

(Devolution Of Title)

- A. By a Deed of Conveyance dated 20th March 1998 registered with the Addl. Registrar of Assurance-I Calcutta in Book no. I, Volume no. 91 Pages 416 to 439 Being no. 1240 for the year 1998, Mr. Javed Akhtar for valuable consideration purchased the undivided 1/4th (one fourth) share and interest in land measuring about 1 (one) bigha, 13 (thirteen) cottahs, 2 (two) chittacks and 13 (thirteen) square feet be the same a little more or less with two storied old dwelling house and other structures standing thereon being municipal premises nos. 7, 7A, 7B, 7C and 7D, Tiljala Place and part of premises no. 11 Dilkhusa Street, Kolkata, more fully described in the said Deed.
- B. By another Deed of Conveyance dated 20th March 1998 registered with the Addl. Registrar of Assurance-I Calcutta in Book no. I, Volume no. 91, Pages 392 to 415, Being no. 1238 for the year 1998 Mrs. Shahida Parveen for valuable consideration purchased the undivided 1/4th (one fourth) share and interest in the said premises nos. 7, 7A, 7B, 7C and 7D, Tiljala Place and part of premises no. 11 Dilkhusa Street, Kolkata, more fully described in the said deed.
- C. By another Deed of Conveyance dated 20th March 1998 registered with the Addl. Registrar of Assurance-I Calcutta in Book no. I, Volume no. 91, Pages 368 to 391, Being no. 1237 for the year 1998 Mr. Rehan Javed for valuable consideration purchased the undivided 1/4th (one fourth) share and interest in the said premises no. 7, 7A, 7B, 7C and 7D Tiljala Place and part of premises no. 11 Dilkhusa Street, Kolkata more fully described in the said deed.
- D. By another Deed of Conveyance dated 20th March 1998 registered with the Addl. Registrar of Assurance I Calcutta in Book no. I Volume no. 91 Pages 95 to 118 Being no. 1239 for the year 1998 Mr. Irfan Javed for valuable consideration purchased the undivided 1/4th (one fourth) share and interest in the said premises no. 7, 7A, 7B, 7C and 7D Tiljala Place and part of premises no. 11 Dilkhusa Street, Kolkata more fully described in the said deed.
- E. The undivided shares in the property purchased by the respective purchasers under the said four deeds of conveyance all dated 20th March 1998 was subject to and with right to the respective purchasers to continue and carry on with the Title Suit no. 63 of 1993 (Begum Lutfunnessa Vs. Jagannath Guhathakurta & Ors.) which was then pending in the Court of Learned Civil Judge (Senior Division) 2nd Court at Alipore subsequently transferred to the Court of Learned 9th Civil Judge (Senior Division) and renumbered as Title Suit no. 53 of 2004 and upon the said purchasers having been added as defendant nos. 11 to 14 thereto, the Title Suit was subsequently disposed on compromise by the Decree dated 24th March 2011 passed by the Learned

Civil Judge (Senior Division) 9th Court, Alipore.

- F. Later on it transpired that original premises no. 7, Tiljala Place comprised of land measuring about 1 (one) Bigha, 13 (thirteen) Cottahs, 2 (two) Chittacks and 13 (thirteen) square feet more or less with two storied old brick built house and other structures, buildings having total built up area of about 3240 square feet was separated into 6 (six) Municipal premises and numbered as premises nos. 7A, 7B, 7C, 7D, 7E and 7F, Tiljala Place, Kolkata 700 017 under Police Station- Karaya and Kolkata Municipal Corporation Ward No. 65.
- G. Out of the said premises no. 7A, 7B, 7C, 7D, 7E and 7F, Tiljala Place Kolkata-700 017 purchased by the Owners by the said four Deeds of Conveyance all dated 20th March 1998, the premises no. 7D, Tiljala Place Kolkata- 700 017 with building constructed thereon was in occupation and possession of Girish Chandra Guha, Indira Bose and Sanjukta Guha Shyam and accordingly by the Deed of Agreement/ Settlement being memorandum dated 08.07.2010 filed in the said Title Suit no. 53 of 2004 whereon the decree on compromise dated 24th March 2011 was passed, it was agreed that interest of the said Girish Chandra Guha, Indira Bose and Sanjukta Guha Thakur in occupation and possession of flats and car parking space in the building at 7D Tiljala Place shall not be disturbed by the Owners herein who purchased the said property by the said deeds of conveyance all dated 20th March 1998.
- H. Upon physical verification of the said premises nos. 7A, 7B, 7C, 7D, 7E and 7F Tiljala Place, Kolkata 700 017 being carried out, it transpired that total area of land comprised in all the said premises and sold transferred and conveyed by the said four deeds of conveyance all dated 20th March 1998 is 1 (one) bigha, 16 (sixteen) cottahs, 1 (one) chittack and 15 (fifteen) square feet and not 1 (one) bigha, 13 (thirteen) cottahs, 2 (two) chittack and 13 (thirteen) square feet as mentioned in the said deeds of conveyance and to correct the area sold transferred and conveyed by the said four deeds of conveyance all dated 20th March 1998, the said Begum Lutfunnessa through her power of attorney holder executed a Deed of Declaration dated 27th December 2011 registered with the Addl. Registrar of Assurances-1 Kolkata in Book 1, CD Volume no. 25, Pages from 4428 to 4438 Being no. 11378 for the year 2011 declaring that the property wherein the undivided 1/4th (one fourth) share each was purchased by the purchasers by the said four deeds of conveyance all dated 20th March 1998 comprised of a total area of 1 (one) Bigha, 16 (sixteen) cottahs, 1 (one) chittacks and 15 (fifteen) square feet in municipal premises nos. 7A, 7B, 7C, 7D, 7E and 7F Tiljala Place, P. S. Karaya, Kolkata 700 017 as more fully described in the said Deed of Declaration and the said 4 (four) deeds of conveyance all dated 20th March 1998 were rectified as per Schedule "B" to the said Deed of Declaration.

- I. The Owners thus came to be seized and possessed of the land measuring about 1 (one) Bigha, 10 (ten) Cottahs, 14 (fourteen) Chittacks and 20 (twenty) sq. ft. with building, messuages, tenaments and hereditament thereon being premises no. 7A, 7B, 7C, 7E and 7F Tiljala Place Kolkata 700 017 and got themselves mutated and recorded as owners thereof in the assessment records of the Kolkata Municipal Corporation.
- J. Upon application made by the Owners for amalgamation of the said municipal premises nos. 7A, 7B, 7C, 7E and 7F Tiljala Place, Kolkata 700 017 into one single municipal premises, the said amalgamation was approved and allowed on 4th December 2012 by the authorities of the Kolkata Municipal Corporation by amalgamation of all the said municipal premises nos. 7A, 7B, 7C, 7E and 7F Tiljala Place into one municipal premises renumbered as municipal premises no. 7A Tiljala Place, Kolkata 700 017 (hereinafter referred to as the "said property") assessed to municipal taxes under Assessee no. 11-003-32-004-3 as appearing from the letter dated 8th December 2012 issued the Asstt. Assessor-Collector (South) of the Kolkata Municipal Corporation.
- K. Upon application dated 16th October 2012 made by the Owners, the Competent Authority, U. L. C., Kolkata under the Urban Land (Ceiling and Regulation) Act 1976 by Memo no. XVI-3461/2012 dated 28th March 2013 granted "No Objection Certificate to the Owners under Rule 4(4) of the Kolkata Municipal Corporation Building Rules 2009 in respect of area of 2067 sq. mtrs approx forming the said amalgamated premises no. 7A Tiljala Place, Kolkata - 700 017.
- L. By a Deed of Partnership dated 15th July 2019 the said Javed Akhtar, Shaheda Parveen, Rehan Javed and Irfan Javed formed a partnership firm under the name and style of M/s. Park Developers as the partners thereof and brought in their respective 1/4th (one fourth) share in the said property as their respective capital contribution in the said partnership firm.
- M. Save and except as disclosed herein, the Owners hold and possess the said property free from all encumbrances, charges, liens and lispendens as absolute owners thereof through the partnership of M/s. Park Developers wherein they have brought in their respective shares in the said property as their capital contribution.

SCHEDULE – B

(Description of the said Apartment)

ALL THAT the Apartment **No.** ____, on the __ floor of Block – __, having carpet area of ____ square feet, more or less, built up area of ____ square feet, more or less, together with an exclusive open terrace adjoining the Apartment containing a built up area of __ square feet, cumulatively corresponding to agreed chargeable area of ____ square feet, more or less, together with the right to park **1(One)** medium-sized car(s) in the Parking Space No. ____, to be developed in accordance with the Specifications as mentioned in **Part – II** of the **Schedule B**, hereto **TOGETHER WITH** the pro rata right to use and enjoy the Common Areas, Amenities and Facilities in common with the other allottees of the Project as and when they are constructed or made ready and fit for use.

The layout of the said Apartment and the said Parking Space is delineated in **Green** colour on the Plan annexed hereto.

PART II

(Specifications Of the said Apartment)

<u>STRUCTURE</u>	
Foundation	Pile foundation as per design
Super Structure	Earthquake resistant RCC framed structure
RMC	Ultratech / Nirman or equivalent ISI standard reputed Brand
Steel	SAIL / Vizag or ISI approved reputed brand
Cement	Ultratech / Ambuja or ISI approved reputed brand
Walls	Red Brick / AAC Blocks
<u>PAINTS & FINISH</u>	
Internal	Putty finish
External	Weather Resistant Paint finish as per Architect's façade Design

<u>FLOORING</u>	
Bedroom & Living /	Vitrified tiles

Dining	
Floor Lobby	Marble / Vitrified tiles / Engineered stone / Granite
Entrance Lobby	Marble / Vitrified tiles / Engineered stone / Granite
Staircase	Vitrified tiles / Stones / Granite / Kota
Verandah / Balcony	Anti-skid / Vitrified floor tiles
<u>KITCHEN</u>	
	Anti-skid Ceramic / Vitrified floor tiles
	Granite top cooking platform with one sink
	Ceramic tiles dado upto 2ft from the platform
	Provision for Exhaust fan / Chimney
<u>BATHROOM & TOILETS</u>	
	Anti-skid Ceramic / Vitrified floor tiles
	Ceramic tiles on the walls upto door height
<u>DOOR & WINDOWS</u>	
Door	Flush doors with wooden frames
Lock	On main door only
Windows	UPVC / Aluminium (sliding / casement)
<u>ELECTRICAL</u>	
	Provision for Adequate Light & Fan Points
	Provision for Internet & TV in Living / Dining
	Adequate Provision for 6 amp / 16-amp points
	Concealed Copper Wiring with modular switches of reputed brand
<u>PLUMBING</u>	
	Suitable colour Sanitary & CP Fittings from reputed brand
	Provision for Geyser in all the Toilets & Kitchens
<u>ELEVATORS</u>	
	2 Lifts (10 Passenger Automatic Elevator of Schindler

	Brand)
<u>AIR – CONDITIONING</u>	
	Air Conditioned Flat.
<u>SECURITY & SAFETY</u>	
	CCTV in both blocks at required ground floor level common areas
	Intercom in all Apartments and at Project Reception / Security
	24x7 Manned Security
	Modern Fire-fighting System
<u>POWER BACKUP</u>	
	Power Backup for common areas.
	Limited supply for flats.

SCHEDULE – C
(Common Areas, Amenities and Facilities)

1. **Multipurpose Hall / Games Room.**
2. **Community Hall**
3. **Gymnasium**
4. **Natural Water Body**
5. **Senior Citizen's Corner**
6. **Decorated Rooftop**
7. **Children's Play Area**
8. **Hassle Free Parking**

SCHEDULE – D
PART - I
Payment Plan

PARTICULARS	PAYMENT TIMELINE	AMOUNT PAYABLE ON AGAINST DEMAND
ON EOI	ON APPLICATION	Provisional Booking Fees + GST
AGREEMENT	ON AGREEMENT/PLINTH CASTING	20% of Cost of Apartment + GST
		50% of Legal Charges + GST
3RD INSTALLMENT	ON CASTING OF 1ST FLOOR	10% of Cost of Apartment + GST
		20% of Cost of Parking + GST
4TH INSTALLMENT	ON CASTING OF 3RD FLOOR	10% of Cost of Apartment + GST
		20% of Cost of Parking + GST
5TH INSTALLMENT	ON CASTING OF 5TH FLOOR	10% of Cost of Apartment + GST
		10% of Cost of Parking + GST
6TH INSTALLMENT	ON CASTING OF 6TH FLOOR	10% of Cost of Apartment + GST
		10% of Cost of Parking + GST
7TH INSTALLMENT	ON CASTING OF ROOF	10% of Cost of Apartment + GST
		10% of Cost of Parking + GST
8TH INSTALLMENT	ON BRICKWORK OF BOOKED FLOOR	10% of Cost of Apartment + GST
		10% of Cost of Parking + GST
		25% Extra Charges + GST
9TH INSTALLMENT	ON FLOORING	10% of Cost of Apartment + GST
		10% of Cost of Parking + GST
		25% Extra Charges + GST
10TH INSTALLMENT	ON SANITARY/DOORS FITTING	5% of Cost of Apartment + GST
		5% of Cost of Parking + GST
		25% Extra Charges + GST
		CESC Transformer Charges and Common Meter Security Deposit
11TH		5% of Cost of Apartment + GST
		5% of Cost of Parking + GST

INSTALLMENT	ON POSSESSION	25% of Extra Development Charges + GST
		50% of Legal Charges + GST
		Association formation Charges
		Incidental Expenses
		Deposits

PART - II
EXTRA CHARGES

(A) Extra Charges:	Rate Per Sq. Ft.
A.C Charges	₹350 + GST
AMENITIES Charges (As per Schedule...)	₹200 + GST
Windows & balcony safety grills, Intercom, CCTV, Conduit Pipes for (Cable & Internet Connection), Generator back up (only for Lights & Fans, not for AC, Geyser, Heater etc.) 2 KVA will be provided.	₹250 + GST -

(B) Other Charges:	Rate
Legal Charges (Payable as 50% with Agreement and 50% with last Instalment)	35000 + GST
CESC Transformer Charges and Common Meter Security Deposit (Payable with 2nd Last Instalment)	₹100 Per Sq. Ft. + GST
Association formation Charges (Payable with Last Instalment)	₹10,000 + GST
Incidental Expenses (Payable with Last Instalment)	₹10,000 + GST

PART – III
DEPOSITS

Deposits:	Rate Per Sq. Ft. on Agreed Chargeable Area
CESC Securities Deposit (For individual electric meter to be	

paid by the allottee)	On Actual
Common Area Interest free refundable Maintenance Deposit for 24 Months.	₹100/-
Sinking Fund Interest free refundable Deposit (For repair, renovation & repainting).	₹50/-
KMC Tax Interest free refundable Deposit for 24 Months.	₹75/-

SCHEDULE – E **(COVENANTS)**

1. Allottee's Covenants:

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

1.1 Allottee aware of and satisfied with common amenities and facilities and specifications:

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

1.2 Allottee to mutate and pay rates & taxes:

The Allottee shall (1) pay all fees and charges and cause mutation in the name of the Allottee in the records of Kolkata Municipal Corporation within 15 days from the execution of the Deed of Conveyance, and (2) pay the rates & taxes (proportionately for the Project and wholly for the said Apartment from the date of possession notice and until the said Apartment is separately mutated and assessed in favour of the Allottee), on the basis of the bills to be raised by the Promoter /Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the aforesaid bills. Mutation of the Apartment and obtaining electricity meter shall be the absolute responsibility of the Allottee and if required, the Promoter will only have an advisory role. The Promoter may appoint a consultant at reasonable cost to help the Unit Owner in these matters.

1.3 Charge/Lien:

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

1.4 **Obligations of Allottee:**

The Allottee shall:

- (a) **Co-operate in management and maintenance:**
Co-operate in the management and maintenance of the Common Areas, Amenities and Facilities by the Promoter /Association (upon formation), as applicable.
- (b) **Observing Rules:**
Observe the rules framed from time to time by the Promoter/Association (upon formation) for the beneficial common enjoyment of the Common Areas, Amenities and Facilities.
- (c) **Paying Electricity Charges:**
Pay for electricity and other utilities consumed in or relating to the said Apartment from the date of fit out.
- (d) **Meter and Cabling:**
Be obliged to draw electricity lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other apartment owners. The main electricity meter shall be installed only at the space designated for common meters. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables, dish antennae or pipes from, to or through any part or portion of and outside walls of the building in which the Apartment is located save in the manner indicated by the Promoter /Association (upon formation).
- (e) **Residential Use:**
Use the Apartment for residential purpose only. Under no circumstances shall the Allottee use or allow the Apartment to be used for commercial, industrial or other non-residential purposes. The Allottee shall also not use or allow the Apartment to be used as a religious establishment, hotel, guesthouse, service apartment, mess, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- (f) **Maintenance of Apartment:**
Repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Apartment, at the cost of the Allottee.

(g) **Use of Common Toilets:**

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

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

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

(i) **No Alteration:**

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

(j) **No Structural Alteration and Prohibited Installations:**

Not alter, modify or in any manner change the structure or any civil construction in the said Apartment and the building. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Building and/or on any external part of the Building and/or the roof thereof. In the event the Promoter and/or the Association coming to know of any change made by the Allottee then the Promoter and/or the Association shall be entitled to demolish the changes and restore the said Apartment at the cost of the Allottee. In the event any change is made by the Allottee after the date of Deed of Conveyance, then also the Promoter and/or the Association shall be entitled to demolish the changes and restore the said Apartment to its original position at the cost of the Allottee. The Allottee shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Allottee. In addition to the cost of such repairs, the Allottee shall be liable to make a lump sum payment of Rs. [•]/- (Rs. [•] only) to the Owner/ Promoter per structural alteration/ damage caused by it.

(k) **No Air Conditioning Without Permission:**

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

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

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

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

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

(n) **No Nuisance and Disturbance:**

Not to use the said Apartment or the Common Areas or the parking

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

(o) **No Storage:**

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

(p) **No Obstruction to Promoter/Association:**

Not to obstruct the Promoter / Association (upon formation) in their acts relating to the common areas, amenities and facilities and not obstruct the Promoter in constructing on other portions of the Building, and selling or granting rights to any person on any part of the said Building.

(q) **No Obstruction of Common Areas:**

Not to obstruct the pathways and passages of the common areas or use the same for any purpose other than for ingress to and egress from the said Apartment.

(r) **No Violating Rules:**

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

(s) **No Throwing Refuse:**

Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common areas save at the places indicated therefor. Rubbish thrown from higher floors will attract imposition of penalty since cleanliness of the entire Complex is of paramount importance. Some of the Units on the lower floors may have attached open terraces. Unit owner in the higher floors must take more care (if lower floor unit has Terrace) not to throw any material from the higher floors which may litter the terraces below. Higher than normal Penalty will be imposed in case of wilful misconduct so due care should be taken to prevent such mis happenings

(t) **No Injurious Activities:**

Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the said Apartment, the parking space, if any, the said Building, the common areas, including but not limited to acts of vandalism, putting up posters and graffiti.

(u) **No Storing Hazardous Articles:**

Not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said Apartment.

(v) **No Signage:**

Not to put up or affix any sign board, name plate, coloured films on the

windows or other things or other similar articles in the common areas, inside or outside the windows and/or the outside walls of the said Apartment/said Building save at the place or places provided therefor provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the said Apartment.

(w) **No Floor Damage:**

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

(x) **No Installing Generator:**

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

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

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

(z) **No Damage to Common Portions:**

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

(aa) **No Animal Slaughter**

Not to kill, slaughter or otherwise harm or injure animals, livestock or birds etc. within the Apartment, Building and/or the Project Land, save and except at the designated place, as may be demarcated by the Promoter/Association, as the case may be.

(bb) **No Hanging Clothes:**

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

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

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

(dd) **No Plucking Flowers:**

Not to pluck flowers or stems from the gardens.

(ee) **No Littering:**

Not to throw or allow to be thrown litter and/or pet droppings in the common areas of the said Project.

(ff) **No Trespassing:**

Not to trespass or allow trespass over lawns and green plants within the common areas.

(gg) **No Overloading Lifts:**

(hh) Not to overload the passenger lifts. The Allottee shall use the passenger service lift only for passenger travel and light and small goods only and

not for carrying furniture or other objects which may cause damage to the lift. In special cases permission may be granted but only after receiving written assurance from the Allottee that he undertakes to repair the lift if any damage is caused by him.

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

Not to use the lifts in case of fire.

(jj) **No Covering of Open Spaces:**

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

(kk) **To pay Goods & Service Tax:**

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

(ll) **To affix Nameplate:**

To affix nameplate at the designated place only.

1.5 **Notification regarding Letting/Transfer:**

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

1.6 **No Right in Other Areas:**

The Allottee shall not have any right, title and interest, claim or entitlement whatsoever over or in respect of the Project/Building (s) save and except the said Apartment and the share in the Common Areas of the Project, and the Allottee shall not raise any dispute or make any claim with regard to the Promoter either constructing or not constructing on the remaining land not being a part of the Project.

2. **Promoter's Covenants:**

The Promoter covenants with the Allottee and admits and accepts that:

2.1 **No Creation of Encumbrance:**

During the subsistence of this Agreement, subject to its right to obtain project loan as above, the Promoter shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Allottee in respect of the said Apartment, subject to the Allottee fulfilling all terms, conditions and obligations of this Agreement.

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

SIGNED AND DELIVERED

by the within named
OWNERS at **Kolkata** in the
presence of:

As the Constituted Attorney of the
Owners

SIGNED AND DELIVERED

by the within named
PROMOTER at **Kolkata** in
the presence of:

SIGNED AND DELIVERED

by the within named
ALLOTTEE at **Kolkata** in the
presence of: