

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") is executed on this [] day of [] 202[]

BY AND BETWEEN

The **PERSONS LISTED IN SCHEDULE A**, represented by its Constituted Attorney [] (PAN: []), an existing company under the Companies Act, 2013 and having its Registered Office at [], West Bengal, India, represented by its Authorized signatory, [] (PAN: []), Aadhaar No. []), son of [] and duly authorized vide Board Resolution dated [], (hereinafter collectively referred to as the "**OWNERS**", which expression shall, unless excluded by or repugnant to the subject or context shall mean and include their respective successors) of the **FIRST PART**

AND

PS GROUP REALTY PVT. LTD. (CIN U68100WB1988PTC044915), a company incorporated under the Companies Act, 1956 having its Registered Office at No. 1002, E M Bypass, Police Station – Pragati Maidan, Post office - Dhapa, Kolkata-700 105 having (PAN AABCP5390E) ,represented by its Authorized signatory, [] (PAN: []), Aadhaar No. []), son of [] and duly authorized vide Board Resolution dated [], hereinafter referred to as the "**PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assignees) of the **SECOND PART**

AND

[If the Allottee is a company]

[] (CIN no. []) (PAN []) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be, having its registered office at [], represented by its authorized signatory Mr. [], (PAN []), Aadhaar No. []), son of [], residing at [], duly authorized vide board resolution dated [] hereinafter referred to as the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **THIRD PART**.

[OR]

[If the Allottee is a Partnership Firm]

[], a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at [], (PAN []), represented by its authorized partner [], (PAN []), Aadhaar No []), son of [], residing at [], duly authorized vide [], hereinafter referred to as the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the

survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their permitted assigns) of the **THIRD PART**.

[OR]

[If the Allottee is an Individual]

Mr./Ms. [] (Aadhaar No []), son/ daughter of [] , aged about [] years, residing at [], hereinafter called the “**ALLOTTEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**.

[OR]

[If the Allottee is an HUF]

Mr. [] (Aadhaar No []), aged about [], son of [], residing at [], for self and as the Karta of the Hindu Joint Mitakshara Family known as [] HUF, having its place of business / residence at [] (PAN []) hereinafter referred to as the “**ALLOTTEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said [] HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

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

The Owners, the Promoter and the Allottee shall hereinafter collectively be referred to as the “**PARTIES**” and individually as a “**PARTY**”.

DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires-

- a) “**Act**” means the Real Estate (Regulation and Development) Act, 2016;
- b) “**Rules**” means the West Bengal Real Estate (Regulation and Development) Rules, 2021; and
- c) “**Section**” means a section of the Act/Rules.

WHEREAS:

- A. The Owners are the absolute and lawful owners of land admeasuring 6.06 acres (equivalent to 24537.16 square meters) (physical measurement being 24332.41 square meters), more or less, comprised in Municipal Premises No. 122D/5 Matheswartzala Road consisting of several Dag Nos within Mouza Tangra, J. L. No. 5, Police Station Pragati Maidan, District South 24 Parganas, within Ward No. 66 of the Kolkata Municipal Corporation and more fully described in **Part I of Schedule B** hereto (hereinafter referred to as the “**Larger Land**”). The particulars of Owners deriving their title of the Larger Land are more fully described in **Part III of Schedule B** hereto (“**Title**”).
- B. The Owners and the Promoter have entered into several development agreements (i) dated 26.07.2024 registered in the Office of DSR-III, South 24 Parganas, recorded in Book No. I, Volume No. 1603-2024, Pages from 334893 to 334965, Being No. 160312486 for the year

2024 (ii) dated 27.03.2024 registered in the Office of DSR-III, South 24 Parganas, recorded in Book No. I, Volume No. 1603-2024, Pages from 131735 to 131806, Being No. 160305360 for the year 2024, (iii) dated 30.05.2025 registered in the Office of DSR-IV, South 24 Parganas, recorded in Book No. I, Volume No. 1604-2025, Pages from 129817 to 129885, Being No. 160405005 for the year 2025, (iv) dated [] [] 20[] registered in the Office of [], recorded in Book No. I, Volume No. [], Pages from [] to [], Being No. [] for the year 20[] and (v) dated [] [] 20[] registered in the Office of [], recorded in Book No. I, Volume No. [], Pages from [] to [], Being No. [] for the year 20[] (collectively "**Development Agreements**") by which the Owners have conferred upon the Promoter the exclusive right to develop, construct, market and sell residential units and appurtenant facilities on a demarcated portion of the Larger Land designated as Block A (more particularly described in Recital D), utilizing therefor, in addition to the FAR attributable to Block A, a portion of the FAR attributable to Block B and Block C, in consideration for which the Owners of Block B and Block C shall receive such consideration as agreed under the respective Development Agreements, while retaining the residual FAR for construction of their own residential buildings on Block B and Block C respectively. The Owners have also granted Powers of Attorney pursuant to the Development Agreements, to be exercised only in relation to Block A. In pursuance of development to be carried out by the Promoter, the Owners inter se, have executed a Deed of Amalgamation dated 7th May 2025, registered at DSR-III, South 24 Parganas, in Book No. I, Volume No. 1603-2025, Pages 299328 to 299380, Being No. 160311314 for 2025 ("**Deed of Amalgamation**"), amalgamating their land parcels into a single premises under one assessee number to facilitate such integrated development and FAR utilization, and recording that Block B and Block C (described therein as "Retained Lands") shall be reserved for exclusive personal use of the identified Owners and shall not be developed by the Promoter or offered for public sale.

- C. The Promoter and the Owners have conceived a comprehensive residential development upon the Larger Land ("**Complex**"), intended to be a modern residential development comprising multiple residential components, landscaped and open spaces, internal circulation systems, and recreational, social and utility amenities (hereinafter referred to as Club), supported by requisite physical, civic and service infrastructure. For the purposes of obtaining statutory and municipal approvals, the overall development of the Complex has been planned and sanctioned under a single integrated layout plan approved by the Kolkata Municipal Corporation ("**Master Plan**"). The Master Plan depicts the Larger Land as a unified planning entity and illustrates the spatial arrangement and inter-relationship of the various residential components, internal roads, landscaped areas, amenities, service corridors and utility zones envisaged within the Complex. The Complex has been conceptualised as a cohesive residential environment from a planning and design perspective, while permitting differentiated ownership, development responsibility and usage across distinct portions of the Larger Land. In accordance with the mutual allocation of development responsibility recorded in Recital B, and notwithstanding the overall conception of the Complex upon the Larger Land, the Promoter is implementing, developing, constructing, marketing and selling residential units only in respect of the portion of the Larger Land constituting the real estate project, as identified and described in Recital D. The remaining portions of the Larger Land, though forming part of the overall Complex in planning and layout terms, are not being developed, marketed or sold by the Promoter, and are intended to be retained and utilised by certain identified Owners for their personal residential use, in accordance with the agreed allocation of responsibility.
- D. For the sake of transparency, clarity and statutory disclosure, the overall scheme of development as sanctioned is represented in the plan annexed hereto and marked as

Annexure [A] (“**Scheme Plan**”), which identifies and colour-demarcates the different portions of the Larger Land and the buildings proposed thereon, as approved or applied for before the Competent Authority. In furtherance of the allocation of development responsibility under Recital B, the Larger Land has been demarcated into four distinct portions, namely Block A, Block B, Block C and the Driveway (*defined below*), as depicted on the Scheme Plan:

- (i) **Block A**, delineated in [Blue] having an area of 16018.90 square metre, is the portion upon which the Promoter shall develop, construct, market and sell two (2) multi-storeyed residential towers with associated basement and podium car parking facilities, internal roads and open spaces. Block A constitutes the real estate project registered under the Act (“**Project**”) and is the sole subject matter of this Agreement;
- (ii) **Block B**, delineated in [Green] having an area of 5904.44 square metre, is the portion retained by certain identified Owners for their personal residential use, upon which a villa with attached open spaces, garden areas and dedicated car parking provisions is proposed to be constructed by such Owners. Block B is not offered for sale, does not constitute a real estate project under the Act, and does not form part of the Project;
- (iii) **Block C**, delineated in [Yellow] having an area of 2409.06 square metre, is the portion retained by certain identified Owners for their personal residential use, upon which a multi-storeyed building with attached open spaces and basement car parking facilities is proposed to be constructed by such Owners. Block C is not offered for sale, does not constitute a real estate project under the Act, and does not form part of the Project; and
- (iv) **Driveway**, delineated in [Red] on the Scheme Plan having an area of 1306.84 square metre, is the single, continuous main internal access road constituting the principal circulation spine for ingress and egress to Block A and Block B. The Driveway is demarcated as a distinct portion of the Larger Land, separate from and not forming part of Block A, Block B or Block C, and accordingly does not form part of the Project or the Project Land (*defined below*). The land comprising the Driveway, together with its pavements, lighting, signage, drainage and allied infrastructure, shall be held in proportionate undivided co-ownership by the Association of Block A (on behalf of all allottees) and the Owners of Block B, in the ratio which the land area of Block A bears to the land area of Block B. Upon completion of the Project, the Promoter shall convey such proportionate undivided shares to the Association and the Block B Owners respectively. The maintenance and upkeep of the Driveway shall be borne in the manner as recorded herein in this agreement. Block C shall have no ownership, user rights or access over the Driveway; its entrance and exit shall be separate from the North-East side of the Larger Land.

It is clarified that: (a) the Master Plan is a composite planning approval to ensure cohesive infrastructure across all Blocks and its annexure hereto is for disclosure only; (b) the Allottee shall have no right, title or claim in or over Block B or Block C; (c) the Promoter's obligations are confined to the Project (Block A) only; and (d) construction of Block B and Block C, if undertaken, shall be the sole responsibility of the respective retaining Owners at their own cost.

E. For the purposes of this Agreement, Block A of the Larger Land constitutes a distinct and self-contained real-estate project under the name and style “NUMA” and shall hereinafter be referred to as the “**Project**.” The land forming the site of the Project, delineated

in [Blue] colour on the Scheme Plan (Annexure [A]), admeasuring approximately 3.958 acres (equivalent to 16018.90 square metres) and forming part of the Larger Land situated at Mouza Tangra, P.S. Pragati Maidan, District South 24 Parganas, within the limits of Kolkata Municipal Corporation and more fully described in **Part II of Schedule B**, shall be referred to in this Agreement as the “**Project Land**”. The Project comprises:

- (i) the construction of two multi-storeyed residential towers, each presently consisting of B+G+38 upper floors, containing residential apartments of various configurations, together with associated basement and podium-level car-parking spaces; and
- (ii) common areas amenities and facilities, a detailed list and description of which are set out in **Schedule C** of this Agreement (collectively, the “**Common Areas**”).

F. Pursuant to the Development Agreements, the Owners through the Promoter got sanctioned a single integrated layout plan for the Larger Land vide Building Permit No. 2025070118 dated 28.11.2025 from Kolkata Municipal Corporation (“**Master Plan**”). The Allottee agrees acknowledges and confirms that the Promoter/relevant Owners shall be at liberty to make alterations in the Master Plan without causing any prejudice to the allottees of the Project. The Promoter has received the approval from commencement of construction of the Project (“**Project Plans**”). The Promoter agrees and undertakes that it shall not make any changes to the Project 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 on [] under Registration No. WBRERA/P/[]/2025/000000 by the West Bengal Real Estate Regulatory Authority ("**WBRERA**").

H. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right and interest of the Promoter regarding the Project have been completed.

I. The Allottee has applied for a residential apartment in the Project vide Application No [] dated [] and has been allotted (i) **All That** residential apartment no [] having carpet area of [] square metre (equivalent to [] square feet) (inclusive of the utility room area) along with an exclusive balcony/terrace having carpet area of [] square metre (equivalent to [] square feet) and an exclusive open terrace having carpet area of [] square metre (equivalent to [] square feet) appurtenant to the carpet area of the residential apartment, corresponding to a built up area of [] square metre (equivalent to [] square feet) located on the [] floor in Tower No. [] (“**Tower**”) of the Project (hereinafter referred to and identified as the “**Apartment**”, more fully described in **Part I of Schedule D** hereto) having the specifications specified in **Part III of Schedule D** hereto; (ii) **Together With** [] ([]) number of mechanical covered car/covered car parking space(s) (“**Parking Space**”) in [] (more fully described in **Part II of Schedule D** hereto; (iii) **Together With** the perpetual non-exclusive right to use the **Common Areas** with the allottees/owners/lawful occupants of the Project, (iv) **Together With** the perpetual non-exclusive right to use the Driveway subject to the terms mentioned herein in common with the Association and the Owners/residents of Block B, hereinafter collectively referred to as “**Apartment And Properties Appurtenant Thereto**”. The Apartment and the exclusive open terrace /balcony appurtenant to the carpet area of the Apartment are delineated in [Red] border on the map/plan annexed hereto and marked as Annexure [B].

- J. By a provisional allotment letter dated [] ("Allotment Letter") the Promoter has allotted the Apartment together with the Parking Space(s) and the Allottee has agreed to accept such allotment for the Total Price (as defined under clause 1.2 below) subject to the terms and conditions mentioned therein.
- K. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- L. 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.
- M. 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.
- N. 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 the Apartment and the Allottee hereby agrees to purchase the Apartment as specified in Recital I.

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

1. TERMS:

- 1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee, and the Allottee hereby agrees to purchase the Apartment And Properties Appurtenant Thereto all as specified in paragraph I of the recitals hereinabove.
- 1.2. The Total Price for the Apartment based on the carpet area thereof is INR [] (Rupees []) only ("Total Price"), the break-up and description of which is as provided herein below:

PART-I

Residential Apartment No. Type ` , BHK- Floor :	Rate of Apartment per square feet of carpet area :
Cost of apartment	Rs.
Cost of exclusive balcony or verandah area	Rs.
Cost of exclusive open terrace	Rs.
Floor Escalation Charges if any	Rs.
Cost of Car Park	Rs.
Total Price /Consideration of the Apartment	Rs.

PART II –ADDITIONAL LIABILITIES

The following are not included in the Total Price/Consideration and the Allottee has agreed and undertakes to additionally pay each of the following within the time specified regarding the same or within 15 (fifteen) days of demand, in case no time is specified, without raising any

objection whatsoever regarding the same to be paid as demanded by the Promoter.

b)	Extra Charges (in rupees) without taxes	
1)	CESC Transformer Charges	
2)	CESC Security Charges	
3)	Generator Connection	
4)	VRV AC System Charge (outdoor only)	
5)	Club Development Charges	
6)	Maintenance Charges (12 Months Advance)	
7)	Legal Charges	
8)	Association Formation Fees	
9)	Rule 25 Charges, if any:	
10)	EV Cabling Charges	
c)	Deposits (in rupees)	
1)	Sinking Fund (Interest Free)	
2)	Municipality Deposit (Interest Free)	
3)	Club Deposits (Interest Free)	

	Total Extra Charges & Deposits	Rs. _____ + On Actuals
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The Extra Charges under Item Nos. () to () shall be paid by the Allottee to the Promoter, as detailed in the payment schedule-C (payment plan) without raising any objection whatsoever regarding the same. The Deposit under Item Nos. () to () shall be paid by the Allottee to the Promoter post 6 months of ultimate roof casting, as detailed in the payment schedule-C (payment plan) without raising any objection whatsoever regarding the same.

Applicable Goods and Services Tax and any other tax, duty, levy, cess, etc., if applicable, on the above amounts i.e on the Total Price, Extra Charges and Deposits shall be paid by the Allottee in addition to the above.

Explanation:

- (i) *The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment And Properties Appurtenant Thereto;*
- (ii) *The Total Price above excludes Extra Charges, Deposits, taxes (consisting of tax paid or payable by way of G.S.T., C.G.S.T, if any as per Applicable Law, and cess or any other similar taxes and levies which may be levied, in connection with the construction of the Project, by whatever name called) up to the date of handing over the possession of the Apartment to the Allottee and/or the execution of the deed of conveyance, whichever is earlier. It is further clarified that the amount payable in respect of Extra Charges, Deposits, taxes have also been provided hereinabove.*

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change/modification.

- (iii) *The Promoter shall periodically intimate in writing to the Allottee the amount of the installments of the Total Price as well as amounts payable towards Extra charges and Deposits as well as applicable taxes as stated in (i) above and the Allottee shall make the payment demanded within 15 (fifteen) days from the date of such written intimation. In addition, the 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 in respect of the Apartment And Properties Appurtenant Thereto includes (1) pro rata shares in the Common Areas; and (2) the Parking Space(s) allotted to the Allottee and as provided in the Agreement.*

1.3. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the Competent Authority and /or any other increase in charges and taxes, which may be levied or imposed by Competent Authority or any other 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/taxes 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.

1.4. The Allottee(s) shall make the payment as per the payment plan set out in **Schedule E** (hereinafter referred to as the “**PAYMENT PLAN**”). Payment of any instalment if made in advance shall generally be adjusted to the next instalment. No interest shall be paid by the Developer for such Advance payments made by the Allottee or by Housing Finance Companies/Banks etc on behalf of Allottee.

1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments at mutually agreed terms for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.6. Except as disclosed to the Allottee in this Agreement, it is agreed that, subject to Clause 42, the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans (which shall be in conformity with the advertisement, prospectus etc. on the basis of which the sale is effected) in respect of the Apartment And Properties Appurtenant Thereto or the Project, as the case may be, without the previous written consent of the Allottee as per provisions of the Act.

Provided that the Promoter may, at its sole discretion, against extra costs payable by the Allottee make such minor additions or alterations as may be required by the Allottee or such minor changes or alterations as per the provisions of the Act.

1.7. The Promoter shall confirm the final carpet area (on raw basis without applying any finishes) that has been allotted to the Allottee after the construction of the Tower is complete and the completion certificate/occupancy certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area of the Apartment shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by the Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area 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 this Agreement.

1.8. Subject to clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (ii) The Allottee shall have the perpetual non-exclusive right to use the Common Areas in common with the other allottees of the Project;
- (iii) perpetual non-exclusive right to use the Driveway in common with the other allottees of Block A and the Owners/residents of Block B, and proportionate undivided co-ownership interest in the Driveway (through the Association) as more particularly described in Recital D(iv);
- (iv) Since the share or interest of Allottee in the Common Areas is undivided and cannot

be divided or separated, the Allottee shall have exclusive use of the Common Areas along with the other allottees/ occupants, maintenance staff etc. of the Project as the case may be, 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(s) of allottees as provided in the Act in terms of this Agreement.

(v) That the computation of the Total Price and the Total Extra Charges and Deposits in respect of the Apartment And Properties Appurtenant Thereto includes recovery of price of the appertaining land, construction of not only the Apartment but also proportionately the Common Areas, Parking Space, internal development charges as per agreed specifications, external development charges as per agreed specification, , cost of providing up to the Apartment And Properties Appurtenant Thereto with the electrical connectivity, water line and plumbing, drainage, sewerage, sanitation system, organized open space, if any, including landscaping in the Common Areas, maintenance charges (for the period specified hereunder) and includes cost of all other facilities and amenities, if any, provided within the Apartment and/or the Project and any other charges/ deposits etc. more particularly mentioned in Clause 1.2 above.

1.9. It is made clear by the Promoter and the Allottee agrees that the Apartment along with Parking Space allotted hereto shall be treated as a single indivisible unit for all purposes. Unless stated otherwise, it is agreed that the Project is an independent, self-contained project and additional floors shall be developed on the Project Land and the Project 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 except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that the Common Areas as mentioned in Schedule C shall be available only for use and enjoyment of Allottees/occupants of the Project.

1.10. It is understood by the Allottee that the Block B and Block C shall not form part of the declaration with respect to the Project to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, with respect to the Project to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972. It being agreed, the Driveway, being held in proportionate co-ownership by the Association (on behalf of allottees of Block A) and the owners of Block B as set out in Recital D(iv), shall be appropriately reflected in the declaration with respect to the Project to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

1.11. The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment And Properties Appurtenant Thereto to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land revenue, 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 all Allottees or any liability, mortgage loan and interest thereon before transferring the Apartment And Properties Appurtenant Thereto to the Allottee, the Promoter agrees to be liable, even after the transfer of the Apartment And Properties Appurtenant Thereto, 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.

1.12. The Allottee has paid a sum of Rs. [] (Rupees []) only of the Total Price plus applicable taxes as booking amount (**Booking Amount**) being part payment towards the Total Price of the Apartment And Properties Appurtenant Thereto on or before the execution of this Agreement, the receipt to which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the balance of the Total Price of the Apartment And Properties Appurtenant Thereto as prescribed in the Payment Plan mentioned in **Schedule E** as may be demanded by the Promoter within the time and in the manner specified therein.

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

2. MODE OF PAYMENT:

Subject to the terms of this Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, whether demanded by the Promoter or not, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheques/demand drafts/banker's cheques payable at Kolkata or through RTGS/online payment (as applicable) in favour of the Promoter as per the bank account details provided herein below:

Beneficiary Name:

Bank:

Account No.:

Branch:

IFSC Code:

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

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall intimate the same in writing to the Promoter

and be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ("FEMA"), Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment for sale/transfer of immovable properties in India etc. and provide the Promoter with necessary declarations, documents, permissions, approvals, etc. any refund, transfer of security, if provided in terms of this Agreement shall be made in accordance with the provisions of FEMA or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law and in any event in Indian National Rupees only. The Allottee understands and agrees that in the event of any failure on his/her/their/its part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the FEMA or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in Clause 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the Apartment applied for herein in any way and the Promoter shall issue 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/it under any head(s) of dues against lawful outstanding of the Allottee against the Apartment And Properties Appurtenant Thereto, if any, in his/her/its 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 the essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration including extension, if any, with the Authority and towards handing over the Apartment And Properties Appurtenant Thereto to the Allottee, the Common Areas to the Association(s), after receiving the occupancy certificate or completion certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project. Similarly, the Allottee shall make timely payments of the installment and other dues, any taxes, 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 **Schedule E**.

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

6. CONSTRUCTION OF THE PROJECT / THE APARTMENT:

The Allottee has seen the proposed layout plan of the Apartment and proposed,

specifications, amenities and facilities in respect of the Apartment and accepted the payment plan and the specifications, amenities and facilities which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said lay-out plan, floor plan, specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plan and shall not have an option to make any variation/alteration/modification in the plans of the Project, other than in the manner provided under the Act and the Rules, 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 Apartment:** The Promoter agree and understand that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved Sanctioned Plan and specifications, assures to hand over possession of the Apartment on **15th February 2032** 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 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 Allottee within 45 (forty-five) days from that date. After refund of the money paid by the Allottee agrees that he/she/they/it shall not have any rights, claims, etc. against the Promoter and that the Promoter shall be released and discharged from all their obligations and liabilities under this Agreement.

7.2. **Procedure for taking possession:** The Promoter, upon obtaining the occupancy certificate from the Competent Authority(ies) and subject to the Allottee not being in breach of any of their obligations under this agreement, shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement along with the final demand letter (**Possession Notice**). Upon following all the due compliances as stated in the Possession Notice and executing and registering the conveyance of the Said Apartment, exclusive physical possession of the Said Apartment, would be delivered to the Allottee. However, the Allottee shall be liable to make payment of Common Expenses morefully and particularly mentioned and described in the **SCHEDULE F** hereunder written and Rates & Taxes from the Deemed Possession Date (defined below) as stated below and in addition, all statutory taxes and penalties shall also be borne and paid by the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Promoter on its behalf shall offer the possession to the Allottee in writing within two months of receiving the completion certificate of the Project.

In the circumstances whereby the Allottee fails to comply with the terms and conditions of this Agreement, the Developer shall be entitled to hold the said Unit/Apartment till such time the Allottee completes his/her obligations, it being expressly agreed upon that the Deemed Possession Date (defined below) shall be treated as the date for the Allottee

to make payment of all dues including maintenance charges and rates and taxes as applicable.

In case physical possession of the Unit be withheld by the Promoter due to non-compliance of the Allottee to the terms and conditions of said Agreement and/or the Possession Notice, possession will be deemed to have been taken by the Allottees on the deemed date of possession (i.e end of 15th day of Possession Notice, to be referred to as the "**Deemed Possession Date**"). The Allottee shall become liable for Demurrage /Holding Charges @ Rs.....per month along with applicable GST from the date of Deemed Possession Date and in addition, all interests, applicable GST shall also be borne and paid by the Allottee.

7.3. Failure of Allottee to take possession of the Apartment: In case the Allottee fails to take possession within the time provided in Clause 7.2 such Allottee shall be deemed to have taken possession of the Apartment on and from the Deemed Possession Date and shall continue to be liable to pay maintenance charges and all other outgoings, as applicable. The Allottee shall take possession of the said Unit/Apartment within 15 days of the issuance of the Possession Notice by providing necessary indemnities, undertakings to the Promoter and upon making complete payment of all the dues as defined in this agreement and upon executing and/or registering such other documents including a Deed of Conveyance as required by the Promoter. In the event the Allottee fails to make payment of all amounts due and payable by them to the Promoter in terms of this agreement and to take over possession of the said Unit/Apartment in the manner as hereinbefore mentioned and such default continues for a period of two months then and in such event the Allottee shall be declared as a defaulter and the Promoter shall be at liberty to take such steps and/or measures as defined in this Agreement.

7.4. Possession by the Allottee: After obtaining the occupancy certificate and handing over physical possession of the apartments to the allottees, it shall be responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas to the association, as per the local laws.

7.5. Cancellation by Allottee: The Allottee shall have the right to cancel/withdraw his/ her/ its allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Booking Amount together with any interests, penalty paid/payable by the Allottee, brokerage/commissions, paid to any real estate agent/channel partner/ broker, GST, thereupon stamp duty and registration charges or any other incidental charges. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation save and except under any legal recourse.

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

7.6. Compensation: The Promoter shall compensate the Allottee in case of any loss caused to

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

Except for occurrence of a Force Majeure event, if the Promoter fail to complete or are 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 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 Owners have absolute, clear and marketable title with respect to the land comprised in the Project;
- (ii) The Promoter has requisite rights to carry out development upon the said Project and absolute, actual, physical and legal possession of the said land for the Project;
- (iii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iv) There are no encumbrances upon the Project Land and the Project except [__];
- (v) There are no litigations pending before any Court of law with respect to the Project Land, the Project or the Apartment except the litigation disclosed in the RERA website on registration of the Project;

- (vi) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Project Land and the 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, the Apartment and the Common Areas;
- (vii) 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 agreed to be created herein, may prejudicially be affected;
- (viii) Save and except the agreement between the Owners and the Promoter, the Owners/Promoter have 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 Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

- (ix) The Owners/Promoter confirms that the Owners/Promoter are not restricted in any manner whatsoever from selling the Apartment to the Allottee in the manner contemplated in this Agreement;
- (x) At the time of execution and registration of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Common Areas to the Association;
- (xi) The Project Land is not the subject 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.
- (xii) The Promoter has duly paid and shall continue to pay and discharge all government dues, rates, charges and taxes and other moneys, levies, impositions, damages and/or penalties and other outgoings whatsoever payable with respect to the Project to the competent authorities;
- (xiii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification has been received by or served upon the Owners/Promoter in respect of the Project Land and/or the Project.
- (xiv) That the Larger Land is not a Wakf Property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Clause 7.1. 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 its registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to the 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 shall 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 towards the purchase of the 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/her/it 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 Apartment.

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

- (i) In case the Allottee fails to make payments of the demands made by the Promoter as per the Payment Plan annexed hereto, 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 specified in the Rules along with applicable GST.
- (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 shall cancel the allotment/Agreement of the Apartment in favour of the Allottee and refund the money paid to the Promoter by the Allottee by deducting the Booking Amount as well as the fees and expenses relating to this Agreement including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, brokerage, Additional Charges and Deposits etc, GST payable thereon and the interest liabilities and this Agreement shall thereupon stand terminated and the Promoter shall be free to deal with, dispose of and/or transfer the said Unit/Apartment to anyone else without any reference to the Allottee whose rights and/or entitlements shall come to an end forthwith upon termination.

10. DEED OF CONVEYANCE OF THE APARTMENT:

The Promoter, on receipt of Total Price of the Apartment And Properties Appurtenant together with Total Extra Charges and Deposits under the Agreement from the Allottee, along with any interest due thereon, shall execute a conveyance deed and covey the title of the Apartment within 3 (three) months from the Notice of Possession or simultaneously with possession, which ever event happens earlier, and time in this regard shall be treated as the essence of the contract. 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 conveyance deed in his/her/its 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). In the event, the Allottee fails to execute or register the conveyance deed as and when demanded by the Promoter, the Allottee shall be liable to make the payment of demurrage charges, and the Allottee acknowledges that such charges are fair and reasonable in as much as the Promoter shall continue to hold the unit for and on behalf and on account of the Allottee.

11. MAINTENANCE OF THE APARTMENT/ PROJECT:

11.1 The Allottee shall, as and when called upon by the Promoter, unconditionally execute, either

personally or through a duly authorised Power of Attorney holder, all declarations, instruments, writings and/or forms required under the West Bengal Apartment Ownership Act, 1972 (“1972 Act”), or any statutory modification or re-enactment thereof, or under any other applicable law, to enable the formation and registration of an association of all allottees of the Project (“Association”), to be formed and registered for the purpose of owning, managing and maintaining the following:

- (i) the Common Areas;
- (ii) the proportionate undivided share in the Driveway attributable to Block A (as recorded in Recital D(iv)), to be held by the Association on behalf of all allottees of the Project; and
- (iii) for representing the interests of all allottees of the Project under the 1972 Act.

It is clarified that:

- (i) The execution of such declarations, instruments or forms may be required physically or electronically, as may be permitted under applicable law;
- (ii) Any refusal, failure or delay on the part of the Allottee to execute the same shall not impede or invalidate the formation, registration or functioning of the Association, and the Allottee shall be deemed to have irrevocably consented to such formation and registration;
- (iii) The obligations contained in this clause shall bind the Allottee and the Allottee’s successors-in-interest, assigns and transferees of the Apartment and/or any proportionate interest in the Project Land; and
- (iv) The owners/residents of Block B shall not be members of the Association and shall have no voting rights therein; however, they shall be entitled to co-ownership rights in the Driveway as set out in Recitals D, subject to payment of maintenance costs as provided in this Agreement.

11.2 Upon completion of the Project and in accordance with the sanctioned plans and applicable approvals, the Promoter shall cause the following transfers and handovers to be effected in the manner set out below:

- (i) *Transfer of Common Areas:* Within the time limit provided as per 1972 Act, from the date the Project receives occupancy certificate or equivalent approval by the competent authority, the Promoter shall transfer and convey, free of encumbrances, all Common Areas to the Association, to be held, operated and maintained by such Association for the benefit of all allottees of the Project, subject to the Promoter’s rights of access for maintenance and connectivity purposes.
- (ii) *Transfer of Driveway:* Upon completion of the Project and Block B, the Promoter shall convey the land comprising the Driveway (as described in Recital D(iv)) in proportionate undivided co-ownership as follows:
 - (a) to the Association, on behalf of all allottees of Block A, the proportionate undivided share in the ratio which the land area of Block A bears to the land area of Block B; and

- (b) to Owner No. [8] to [_ 12_] of Block B (including their successors-in-interest and assigns), the proportionate undivided share in the ratio which the land area of Block B bears to the land area of Block A.

The Association shall thereafter maintain the Driveway for the common use of allottees of Block A and owners/residents of Block B, with maintenance costs to be borne by the Association subject to payment of Rs 10000/- per month plus applicable GST by the owners/residents of Block B as maintenance costs. The said amount on account of maintenance costs is considered fair and reasonable considering that residents/guests of a villa in Block B are only using the same and the amounts have been made aware to the Allottee and the Allottee has agreed to the same and shall raise no objection whatsoever or howsoever.

- (iii) *Exclusion of Block C:* It is clarified that Owner No. [13] to [20] of Block C and the occupants of Block C shall have no ownership, user rights or access over the Project Common Areas or the Driveway, and no transfer or conveyance shall be made in their favour.
- (iv) *Interim management:* It is clarified that until such time as the transfers under sub-clauses (i), (ii) and (iii) above are completed, the Promoter shall continue to manage, maintain and operate the respective facilities at its discretion, and the allottees of the Project shall be liable to bear their proportionate share of maintenance and operational costs as determined by the Promoter.

11.3 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 the allottees. The cost of such maintenance has been included, to the extent specified in clauses below, in the Extra Charges. Without prejudice to the generality of the foregoing, the Allottee agrees with the clauses below.

11.4 The Allottee's liability to pay maintenance charges shall comprise payment of

- i. the Allottee's proportionate share of the maintenance charges for the Common Areas and the Driveway (**Maintenance Charges**");
- ii. the said Maintenance Charges shall be payable on the carpet area of the Apartment along with the carpet area of the balcony/terrace (if any)

The Maintenance Charges for the initial period of 1 (one) year from the Deemed Possession Date form part of advance Maintenance charges. Thereafter, the Allottee shall be liable to pay the applicable monthly maintenance charges along with GST in advance by the 7th day of each month, without abatement or delay, to the entity then responsible for maintenance, as set out below. It is clarified that the Maintenance Charges shall be borne by the allottees of the Project in proportion to their respective carpet areas;

11.5 Until the Association is formed and the maintenance responsibilities handed over, the Promoter or its nominated agency shall operate and maintain the relevant facilities on a cost-plus basis to ensure reasonable return for the effort involved and shall collect the corresponding maintenance charges alongwith GST from the allottees. Upon formation

of the Association, the Association shall collect and apply the Maintenance Charges.

11.6 Till such time the Association have taken over maintenance and management of the Common Areas, failure to pay the monthly Maintenance Charges, electricity charges, diesel generator set usage charges and monthly subscription of the Club within due dates may result in withdrawal or restrictions or disconnections or discontinuation of the respective services to the Allottee and will make the Allottee liable to pay interest at the rate of 2% (two percent) per month on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment.

11.7 On or before taking possession of the Apartment, the Allottee shall pay to the Promoter an amount equivalent to 1 (one) year of Maintenance Charges plus applicable GST (“**Advance Maintenance Charges**”), which amount has been included in the Extra Charges of the Apartment. The Promoter shall hold and apply the Advance Maintenance Charges towards the maintenance, operation, security and upkeep of the Common Areas and the Driveway until the Association assumes management of those facilities. At the time of such handover, the Promoter shall transfer the unutilised balance of the Advance Maintenance Charges to the Association after deducting (i) all expenditure actually incurred by it towards maintenance, management, security and operation of the Common Areas and the Driveway, and (ii) any unpaid maintenance dues of any allottee. The Promoter shall provide a statement of account of such deductions to the Association at the time of transfer.

On or before taking possession of the Apartment, the Allottee shall further contribute an amount towards creation of a sinking fund Deposit (“**Corpus Fund**”) for meeting the cost of major repairs, replacement, renovation or reconstruction of the Common Areas and the Driveway, as applicable. The Corpus Fund has been included in the Deposits to be paid in respect of Apartment and shall be held by the Promoter in trust for the benefit of all allottees of Project without requiring express consent. The Promoter shall hand over the Corpus Fund without any interest less any expenditure reasonably incurred for major repairs or capital replacements and deductions as agreed herein to the Association at the time of transfer of maintenance responsibilities under Clause 10.2. All taxes, levies or duties applicable on the Corpus Fund shall be borne by the allottees. Further the Allottee also authorizes the Promoter to deduct the Corpus Fund, if the Allottee fails to pay the Maintenance Charges. The Promoter would collect and deposit applicable GST on the amount of Corpus Fund received in terms with Order bearing No. 22/WBAAR/2023-24 dated 29.11.2023 passed by West Bengal Advance Ruling Authority in the case of Prinsep Association of Apartment Owners. However, collection of such GST on Corpus Fund would be dependent on the legal position prevailing at the time of collection of such Corpus Fund. It is explicitly agreed between the parties that the amount of GST deposited with the appropriate authorities shall not be returned by the Promoter subsequent to change in legal position, if any, and the Allottee shall be free to approach the authorities concerned for refund of such GST.

11.8 All deposits of whatsoever nature made or to be made by the Allottee pursuant to or in terms of this Agreement are in the nature of transferable deposits and / or fund, which shall be held by the Promoter, free of interest and shall be made over by the Promoter to the Association after its formation, subject to deductions, if any, as ascertained by the Promoter.

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 this Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of receiving of the completion certificate of the project, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:

The Allottee hereby agrees to purchase the Apartment on the specific understanding that his/her/their right to the use of Common Areas and Driveway shall be subject to timely payment of Maintenance Charges specified in clause 10, as determined and thereafter billed by the maintenance agency appointed or the Association (or the maintenance agency appointed by it) in terms of clause 11 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 Company/Association shall have rights of unrestricted access of the Common Areas, Driveway, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Promoter and/or Maintenance Company and/or Association to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE:

Use of Basement and Service Areas: The basement and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking space and services including but not limited to electric sub-station, transformer, DG set rooms underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans ("Service Areas"). The Allottee shall not be permitted to use the Services Areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Maintenance Company/Promoter/Association for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Allottee shall, from and on the date of possession notice issued by the Promoter, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any signboard / nameplate, neon light, publicity material or

advertisement material etc. on the face / facade of the Tower or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design or change the exterior elevation or design/ colour scheme of the balconies/terraces of the buildings. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Tower. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment. 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. The Allottee agrees, covenants and undertakes to observe and comply with the covenants and/or House Rules mentioned in **Schedule G** 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 PARTIES:

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

18. ADDITIONAL CONSTRUCTION:

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) and disclosed, save and except for as provided in the Act as well as in this agreement.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the Apartment, and, if any, such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

20. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):

The Promoter has assured the Allottee that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972 and the Rules. The Promoter showing compliance of various 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 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 pay the applicable stamp duty and registration fees and to appear before the concerned Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, shall be treated as cancellation of this Agreement by the Allottee without any default of the Promoter and in such case the provision of Clause 7.5 regarding termination, forfeiture and refund shall be applicable. It is made clear that in such case the Allottee shall not be entitled to 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 Apartment And Properties Appurtenant Thereto.

23. RIGHT TO AMEND:

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

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 Apartment And Properties Appurtenant Thereto and the Project shall equally be applicable to and enforceable against any subsequent Allottee/s, in case of a sale/transfer/alienation, that is validly made with the prior written consent of the Promoter, as the said obligations go along with the Apartment And Properties Appurtenant Thereto 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 (**Schedule [E]**) 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 here of 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 the 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 confirm 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 THIS AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottee(s) of the Project, the same shall be the proportion which the carpet area of the Apartment and the exclusive balcony/terrace bears to the total carpet area of all the Apartments and the exclusive balconies/terraces of the Project.

28. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such deeds, documents and instruments and take such other actions, 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 completed only upon its execution by the Promoter through it's authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee in Kolkata after the Agreement is duly executed by the Allottee. After execution this Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. NOTICES:

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

For the Allottee:

Name:

Address:

Contact No.:

For the Owners:

Name:

Address:

For the Promoter:

Name:

Address:

It shall be the duty of the Allottee, the Owner 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/ Courier within 15 days from such change of address of the concerned party, failing which all communications and letters posted at the above address shall be deemed to have been received by the Owners, 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/it 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 laws of India for the time being in force.

33. DISPUTE RESOLUTION:

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

34. ADDITIONAL TERMS

The additional terms and conditions as per the contractual understanding between the Parties are recorded hereunder from this clause 34 onwards (“**Additional Terms**”). However, it is expressly clarified that such Additional Terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder (“**Standard Terms**”). The Additional Terms either seek to clarify further the Standard Terms or make fair disclosure of the relevant, consequential and/or additional binding rights and obligations of the Promoter and the Allottee which shall apply in addition to the Standard Terms. If relating to a subject matter there arises any inconsistency between the Standard Terms and the Additional Terms,

both the terms should be read harmoniously and in a way that allows them to coexist and be given effect, rather than rendering one provision redundant or ineffective.

35. RECITALS INTEGRAL PART

The recitals of this Agreement form an integral part of this Agreement.

36. CAR PARKING SPACES IN BASEMENTS AND PODIUM

36.1 Parking Spaces

It is clarified that parking vehicles in designated car parking spaces (“**Parking Spaces**”) in the basements of the Towers in the Project and Podium of the Project have been granted by the Promoter under this Agreement for facilitating the smooth functioning and beneficial use and enjoyment of Parking Spaces. The Allottee understands and agrees that in the absence of such earmarking of Parking Spaces, the use of the Parking Spaces would result in disharmony and periodical disputes amongst the allottees/lawful occupants of the various apartments in the Project. In view of the same the Allottee shall be deemed to have irrevocably authorized the Promoter to earmark Parking Spaces to the allottees at the sole discretion of the Promoter in the mutual interest of one and all in order to maintain peace, cordiality and harmony amongst the allottees of the Project. The Promoter, however, while allotting Parking Spaces in the Basement and/or the Podium, will allot Parking Space to an allottee on first-come-first-served basis. The Allottee agrees acknowledges and understands that during construction phase of the Project, the location of the allotted Parking Space might get altered for reasons beyond the control of the Promoter and as such the Parking Space allotted to the Allottee under this Agreement as described in paragraph I of the recitals shall for all purposes remain provisional and shall be finalised on or before handing over of the possession of the Apartment to the Allottee. The Allottee further declares that the Allottee shall be bound by such earmarking of Parking Spaces and will not question the authority of the Promoter in doing so and further desist from making any issue or claims in respect thereto. The Allottee shall not have the right to put up any construction in the Parking Spaces or enclose the same or use/convert it for any purpose other than as for parking of vehicles at the designated space more fully described in paragraph I of the recitals. The Allottee on earmarking of the Parking Spaces by the Promoter, shall not have any such power or authority to transfer the same separately other than with the Apartment allotted. In case of transfer of Apartment by the Allottee, the Parking Space in respect of the designated Parking Space shall stand automatically transferred along with the Apartment.

36.2 The Allottee is aware that the Car Parking Space, if comprised of mechanised parking system which will always be a dependent parking. A parking facility is dependent if the to and fro movement of the vehicle from the allotted parking space to the driveway is dependent upon moving another parked vehicle. It has been agreed that the allottees of two different apartments may be allotted the same set of mechanized parking system which would have the provision to park two medium sized cars. The allottee who parks the car earlier shall park it at the upper level and the Allottee who comes later shall park the car at the lower level of the mechanized parking system. As and when the allottee who has parked the car at the upper level wishes to take out the car, the allottee of the lower level shall co-operate and remove his/her/their/its car.

37. Retention and Allocation of Unallotted Parking Spaces

The Allottee acknowledges and agrees that if any car parking spaces which remain unallotted to any of the Allottees of the Project (“**Unallotted Parking**”), shall be retained exclusively by the Promoter as the property of the Promoter. The Promoter shall have the absolute right, title, and authority to hold, retain, manage, deal with, allot, transfer, lease, or sell such Unallotted Parking, at its sole discretion, to any allottees within the Project, on such terms and conditions as it may deem fit without having any obligations to grant any preference to allottees of any of the Phases. The Allottee expressly agrees that he shall have no claim, right, or objection of any nature whatsoever in respect of such Unallotted Parking or the Promoter’s exercise of its rights in relation thereto. The Promoter shall not be under any obligation to allot or assign any of the Unallotted Parking to the Allottee, unless the same has been specifically agreed to in writing and paid for separately by the Allottee. It is further clarified that Parking Space shall not be deemed to form part of the Apartment unless such right is expressly conveyed under this Agreement. This provision shall survive the execution of this Agreement and the conveyance of the Apartment to the Allottee and respective Common Areas to the relevant Association, and shall be binding upon the Allottee/Association, his heirs, successors, legal representatives, and assigns.

38. DRIVEWAY

Driveway

With respect to Recital D (iv), it is clarified that:

- (a) Upon completion and transfer under Clause 10.2(iii), the Driveway shall be held in proportionate undivided co-ownership by the Association (on behalf of all allottees of Block A) holding 73.04% undivided share, and Block B owners/residents holding 36.96% undivided share, computed in the ratio which the respective land areas of Block A and Block B bear to the aggregate land area of Block A and Block B.
- (b) The Driveway shall be used exclusively for vehicular and pedestrian ingress, egress and circulation by allottees and lawful occupants of Block A and Block B owners/residents. No co-owner shall demand partition, physical division or exclusive possession of any portion. The undivided share in the Driveway shall not be sold, transferred or encumbered separately from the Apartment (for Block A allottees) or from Block B (for Block B owners/residents).
- (c) The day-to-day management and maintenance of the Driveway shall be carried out by the Association, in consultation with Block B owners/residents. For routine matters (cleaning, lighting, minor repairs, security), the Association shall have operational authority, provided the Driveway remains accessible to Block B owners/residents at all times. For major decisions (structural repairs, resurfacing, widening, realignment, installation of gates/barriers), the Association shall obtain prior written consent of Block B owners/residents, such consent not to be unreasonably withheld. Disagreements shall be resolved under Clause 37 mutatis mutandis.
- (d) The Driveway Maintenance Charges shall be borne by the Association, however the owners/residents of Block B shall make payment Rs 10,000/- plus applicable GST per month for maintenance of the Driveway. The Allottee's individual share

shall be in proportion to the carpet area of the Apartment and exclusive balcony/terrace relative to the total carpet area of all apartments and exclusive balconies/terraces in the Project.

- (e) The Association (or the Promoter during the interim period) shall raise periodic invoices on Block B owners/residents for Rs 10,000/- plus applicable GST per month. Payment shall be made within [7] days. that access to the Driveway for ingress and egress shall not be denied even in the event of default, as the Driveway is jointly owned.
- (f) The Allottee further acknowledges and agrees that all utility lines including but not limited to sewage, drainage, electricity, water and any other services (collectively referred to as "Utilities") for Block B shall be installed and passed through the Driveway. The Allottee consents to the said installations of the Utilities within the Driveway and shall not raise any objection, claims or grievances regarding the placement, installation or maintenance of the Utilities.
- (g) The Driveway shall be used only for vehicular and pedestrian passage and for the Utilities. No parking, storage, construction or obstruction shall be permitted. No permanent or temporary structure, gate, barrier or enclosure shall be erected without prior written consent of both the Association and Block B owners/residents save and except the barrier as provided herein. Heavy vehicles exceeding [] tonnes shall not be permitted except during construction phase or with prior permission. The Association may, in consultation with Block B owners/residents, install speed breakers, signage and traffic calming measures. It being agreed that the Block B owners shall install boom barriers beside Block B and none of the allottees of Block A shall be allowed to enter in Block B save and except the owners/residents of Block B.
- (h) The Driveway shall at all times remain clear and accessible for emergency vehicles (fire tenders, ambulances, police). Any access control installed shall include manual override and emergency protocols.
- (i) The Association, in consultation with Block B owners/residents, may install security measures (CCTV, boom barriers, guard posts, visitor management) on the Driveway. Security arrangements shall not unreasonably impede ingress and egress for Block B owners/residents.
- (j) Any damage to the Driveway caused by an identifiable party shall be repaired at that party's cost. If the party cannot be identified, the repair cost shall be treated as Driveway Expenses and borne proportionately.
- (k) The Association shall maintain insurance for the Driveway covering damage due to accidents, natural calamities and public liability..
- (l) Any alteration, widening, resurfacing, realignment or improvement to the Driveway shall require prior written consent of both the Association and Block B owners/residents..
- (m) It is reiterated that the owners and occupants of Block C shall have no ownership, access, user rights or any other rights over the Driveway. The entrance and exit for Block C shall be entirely separate from the [North East] side of the Larger Land.

39. DOCUMENTATION

With respect to clause 1.2, the Allottee will be required to pay to the Promoter the charges for documentation. The documentation charges will be part of the Extra Charges as mentioned in the clause 1.2 hereto.

40. ASSOCIATION

All papers and documents relating to the formation of the Association shall be prepared and finalized by the Promoter and the Allottee hereby consents to accept and sign the same. The employees of the maintenance agency, if any, for the common purposes such as watchmen, security staff, caretaker, liftmen, sweepers, etc. shall be employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment subsisting with the maintenance agency and the Allottee hereby consents to the same and shall not be entitled to raise any objection thereto. All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by all the allottees of the Project, including the Allottee herein.

41. COMMON RULES:

Till such time the Promoter has to regulate the use, maintenance and management of the Common Areas (which expression for the limited purposes of this clause shall be deemed to include the Driveway), the rules / bye-laws for such use, maintenance, management and operation shall be framed by the Promoter and thereafter, on formation of the Association, such Association with such restrictions as may be necessary for proper maintenance and such rules/bye-laws shall always be framed subject to the following restrictions:

(a) *Air Conditioning:* The Apartment shall be designed for Variable Refrigerant Volume (VRV) system of air conditioning; with suitable provision for keeping outdoor units of the AC system and also the route to take refrigerant piping, which the Allottee shall have to strictly follow while installing their AC units. No puncturing of window/wall to install A.C units will be permitted.

PROJECT – NUMA	
UNIT WISE ODU CAPACITY	
OUTDOOR DESIGN TEMPERATURE	OUT DOOR
INDOOR DESIGN TEMPERATURE	IN DOOR
TYPE OF UNIT	SELECTED ODU IN HP
A1 – BHK	
A2a - BHK (C1)	

[Explanation: The latest generation VRV system of Air-conditioning is the ideal air-conditioning system in residential segment, as it replaces multiple outdoor units with only one unit maintaining the picturesque view of the building. The VRV system ideally suited for all type of residences as it offers panoply of indoor units, which can be connected with only one outdoor unit. The VRV system gives us 30% of electricity savings over conventional AC and maintaining global warming Potential using Green Gas.]

- (b) *Balconies/Terrace:* The balconies in the Apartment shall always remain to be balcony and the Allottee shall not glaze/grill/cover the same so as to enclose the space or to disturb the aesthetics of the Tower. The Allottee shall not interfere with the elevation/ facade of the Tower. The Allottee shall maintain the design intent of the architect of the Project.
- (c) *Transformer charges:* The Allottee shall pay a sum as provided in Clause 1.2 as charges for installation of Transformer / Sub-Station / Electrical infrastructure with the Project.
- (d) *Diesel Generator Power Backup:* Provision has been made for the installation of diesel generator ("DG") for power backup to run the basic facilities at the Project. In addition to that, DG back up facility is also being made available for every apartment. The allocated DG load and charges which will be payable by the Allottee on or before possession of their Apartment is included in the Extra Charges.

GENERATOR LOAD AT EXTRA COST

Type	Minimum DG Back up required for Light (Diversity) + Utility Power (Diversity) + AC Load (Diversity) in KVA Light + Fan + AC
A1 - BHK	
A2a - BHK	
B1a – BHK	
B2a - BHK	
C1a - BHK (DUPLEX)	

- (e) *Unrestricted access:* The Promoter (or its nominated agency) or the Association shall

have rights of unrestricted access to all Common Areas within the Project and Driveway for providing necessary maintenance services and the Allottee agrees to permit either of them to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect. The Project Association shall also have the same unrestricted access entitlement with respect to the Common Areas within the Project and the Apartment of an allottee, including the Allottee, which the Allottee hereby confirms.

42. AMENDMENT OF MASTER PLAN

With respect to Recital H, Clause 1.6 and Clause 6.:

42.1 The Allottee acknowledges that the Project and the Complex are to be constructed based on an integrated, indivisible Master Plan sanctioned by [] on [] vide building permit number [] for the entire Larger Land, subject only to legally permitted modifications. By signing this Agreement, the Allottee irrevocably authorizes the Promoter (and its assigns or nominees) to make any changes, modifications, or additions to the sanctioned plan, layout, specifications, without causing any major change or modification of the Project or Project Common Areas, without needing further consent. The Promoter is also empowered to execute all necessary documents on behalf of all allottees to obtain approvals for such changes. Furthermore, the Allottee understands that during construction, the sanctioned plan may require re-validation or re-sanctioning, which could involve modifications to better suit allottee needs or optimize available or additional FSI. The Allottee expressly consents to such changes.

42.3 The Allottee acknowledges and agrees that:

- (a) the Master Plan is a composite planning approval covering the entire Larger Land, including Block A (the Project), Block B, Block C and the Driveway;
- (b) Block B and Block C are retained by certain identified Owners for their personal residential use, are not part of the Project, and are not subject to the provisions of the Act;
- (c) the Owners of Block B and Block C (or their successors-in-interest) shall be entitled, at any time and from time to time, to apply for and obtain amendments, modifications, variations or revisions to the Master Plan insofar as such amendments relate to Block B and/or Block C, including but not limited to changes in building height, number of floors, building footprint, setbacks, FSI/FAR utilisation, internal layout, specifications, and construction timelines, without requiring the consent of the Allottee, any other allottee of the Project, or the Association. The Promoter and the Owners shall execute all deeds and documents as required by Owners of Block B and Owners of Block C for their beneficial use and enjoyment and/or for any other purpose as required by the Owners of Block B and Owners of Block C;
- (d) any such amendment to the Master Plan by the Owners of Block B or Block C shall not be deemed to adversely affect the Allottee's rights or interests under this Agreement, provided that:
 - (i) the carpet area, floor level, location and specifications of the Apartment are not altered;

- (ii) the Common Areas are not reduced or materially altered;
- (iii) the Allottee's right of ingress and egress through the Driveway is not obstructed; and

(e) the Promoter shall not be liable for any amendments to the Master Plan made by or at the instance of the Owners of Block B or Block C.

42.4 The Allottee further acknowledges that the construction of Block B and Block C by the respective Owners may be undertaken before, during or after the construction of the Project, and the Allottee shall have no right to object to such construction or to the timelines thereof. Any inconvenience, noise, dust or disruption arising from such construction activity shall not constitute a breach by the Promoter or a deficiency in services, and the Allottee hereby waives any claim in respect thereof.

43. **Proposed Amendment**

(A) The Allottee acknowledges that:

- (a) the Project and the Complex are to be constructed based on an integrated Master Plan sanctioned by [] on [] vide Building Permit No. [] for the Larger Land. As of the date of this Agreement, the two towers in the Project have been sanctioned as B+G+38 floors each. The Promoter intends to apply for (or has applied for) an amendment to the sanctioned plan to increase the height of each tower to B+G+42 floors, and to increase the number of driver rooms on the [] floor and some other additions/alterations which the Allottee has provided consent including but not limited to the sky lounge being shifted to the top most floor (the "Proposed Amendment"); and
- (b) the Proposed Amendment, if approved, will result in an increase in the total number of apartments in the Project from [] to approximately [], without affecting the carpet area, location, floor level, specifications . It being clarified that the proportionate common area entitlement of the Allottee under this Agreement shall reduce proportionately due to the increase of number of apartments and the Allottee is being aware of the same and hereby grant his/her consent for the same.

(B) The Allottee, having been fully informed of the Proposed Amendment and its implications, hereby:

- (i) consents to the Promoter applying for and obtaining approval of the Proposed Amendment from the competent authorities;
- (ii) confirms that the increase in the number of floors and apartments as contemplated in the Proposed Amendment shall not be regarded as adversely affecting the Allottee's rights or interests under this Agreement, provided that the Allottee's carpet area, floor level, apartment number and specifications. It being clearly understood by the Allottees that the proportionate entitlement of common areas for each Allottee has been considered on the basis of B+G+42 prior to entering in this Agreement and the Allottee is aware of the same ; and

- (iii) authorizes the Promoter to execute such applications, undertakings and declarations as may be required by the competent authorities for approval of the Proposed Amendment, on behalf of the Allottee, without requiring further consent.
- (C) The authorization granted under Clause is limited to the Proposed Amendment as specifically described herein.
- (D) In the event the Proposed Amendment is not approved by the competent authorities, the Promoter shall complete the Project in accordance with the currently sanctioned plan (B+G+38 floors), and the Allottee's rights under this Agreement shall remain unaffected.

44. POSSESSION, BARE SHELL APARTMENTS

- 44.1 In relation to Clause 7.3 of this Agreement, the Allottee agrees, acknowledges and understands that in case the Allottee fails to respond and/or neglects to take possession of the Apartment within the Possession Date (*defined in clause 7.2*), then, the Allottee shall pay to the Promoter a guarding/holding charges at the rate of Rs. []/- (Rupees [] only) per month. Apart from guarding/holding charges, the Allottee, on and from Deemed date of Possession (*defined in clause 7.3*) shall continue to be liable to pay maintenance charges as applicable as specified in Clause 7.3 above and all other outgoings as mentioned in this Agreement.
- 44.2 With respect to Clause 7.1, the Allottee acknowledges that the Common Areas will be fully ready for use only after the completion of both the Towers. However, if the relevant authorities issue a partial or tower-wise completion certificate for specific Tower(s), along with partial completion of the Project Common Areas, the Promoter will hand over possession of the Apartment to the Allottee based on such certificates. For this purpose, any partial or tower-wise completion certificate issued by the authorities for a particular Tower(s) will be deemed as the completion certificate for that Tower(s). Since the Project is a large-scale development, tower-wise or partial completion certificates may be granted at different times for different Towers. The Allottee(s) will receive possession of its Apartment accordingly, while construction on the remaining Towers continues until the final completion certificate is obtained for the last Tower. The Allottee understands that ongoing construction activities may cause noise, within limits set by the WBPCB, as well as vehicle movements for material handling, which may result in unavoidable inconveniences. The Promoter shall not be held responsible for such disturbances.
- 44.3 With respect to Clause 7.2, the Allottee acknowledges and understands that:
 - (A) The Promoter shall deliver the Apartment on a "Bare Shell" basis. For the purposes of this Agreement, "Bare Shell" means delivery of the Apartment comprising only the following:
 - (a) the structural frame of the Apartment, including RCC columns, beams, floor slab and ceiling slab;
 - (b) external walls (unplastered/plastered, as per sanctioned plan) and external windows and doors, if any;
 - (c) tap-off points for water supply and drainage at designated locations;
 - (d) tap-off points for electrical supply at the distribution box location; and

- (e) such fire safety installations as are mandated by applicable regulations;
- (f) bathroom internal partition walls and kitchen internal partition wall and expressly excluding:
 - (i) internal partition walls or room divisions save and except for bathroom and kitchen;
 - (ii) internal plastering, putty, painting or wall finishes;
 - (iii) flooring of any kind (the floor shall be bare RCC slab);
 - (iv) internal doors, frames or hardware;
 - (v) electrical wiring, switches, sockets, fixtures or fittings beyond the tap-off point;
 - (vi) plumbing lines, sanitary fittings, bathroom fixtures or kitchen fixtures beyond the tap-off points;
 - (vii) false ceiling, cornices or decorative elements;
 - (viii) air-conditioning provisions, ducting or equipment; and
 - (ix) any other fittings, fixtures, finishes or specifications not expressly listed in sub-clauses (a) to (e) above.

(B) The Allottee acknowledges and confirms that:

- (a) the Promoter's obligation is limited to delivering the Apartment as a Bare Shell in accordance with (A) above;
- (b) all further construction, fit-out, finishing and customization of the Apartment, including internal walls, flooring, electrical and plumbing works, fixtures and finishes, shall be undertaken by the Allottee at the Allottee's sole cost, risk and responsibility; and
- (c) the specifications set out in Part III of Schedule D, if any, pertain only to the Bare Shell components and not to any internal fit-out.

44.4 All fit-outs to be put-up, erected and installed at or inside the Apartment including the interior decoration shall be done and completed by the Allottee at its own costs and expenses. In doing and carrying out the said fit-out works, the Allottee shall be obliged to do all works in a good and workman-like manner and without violating any Applicable Laws, rules or regulations of the Municipal Authority, National Building Code and Fire Safety laws and Rules and others and with minimum noise and without causing any disturbance or annoyance to the other allottees/occupiers. The Allottee shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the fit-out/ interior works. The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in any way damage or destroy the beams and columns on the floor and ceiling of the Apartment. The Allottee shall be responsible for all consequences, loss

of life and property, damages or accidents that may occur due to breach or default on the part of the Allottee while carrying out any fit-out or other activity.

44.5 In relation to clause 16, it is hereby clarified that the Allottee agrees and undertakes that on receipt of possession, the Allottee shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Promoter/Association and without causing any disturbance, to the other allottees of the Tower. Without prejudice to the aforesaid, if the Allottee makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Apartment or the Project or the Tower, the Promoter/Association shall be entitled to call upon the Allottee to rectify the same and to restore the same to its original condition within 30 (thirty) days from the date of intimation by the Promoter/Association in that behalf. If the Allottee does not rectify the breach within such period of 30 (thirty) days, the Promoter/Project Association may carry out necessary rectification/restoration to the Apartment or the Project or the Tower (on behalf of the Allottee) and all such costs/charges and expenses incurred by the Promoter/Project Association shall be reimbursed by the Allottee.

45. DEFECT LIABILITY

In relation to clause 12 of the Agreement, it is hereby expressly and unequivocally agreed between the Parties as follows:

- (i) The Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter.
- (ii) Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, (which inspection Promoter shall be required to complete within 15 (fifteen) days of receipt of the notice from the Allottee) alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause 12 hereinabove and the Allottees shall not be entitled to any cost or compensation in respect thereof.
- (iii) The Allottee further specifically agrees and understands that the responsibility of the Promoter shall not cover defects, damages, or malfunctions resulting from:
 - (a) misuse or negligent use;
 - (b) unauthorised modifications or repairs done by the Allottee(s) or its nominee(s)/agents;
 - (c) cases of force majeure;
 - (d) failure to maintain the amenities/equipment's and accidents;
 - (e) It is understood further by the Parties that the Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Promoter that all equipment, 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 the Apartment and the Common Areas wherever applicable. The Allottee has been made aware and the Allottee also expressly agrees that the regular wear and tear of the Apartment excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

(iv) The Allottee also agrees and confirms that the decision of the Promoter's architect shall be final in deciding whether there is any actual structural defect in the apartments buildings/wings or defective material being used or regarding workmanship, quality or provision of service.

46. CANCELLATION OF ALLOTMENT

46.1 In relation to clause 7.5 of the Agreement, the Allottee agrees, acknowledges and understands that no such right of cancellation without any default on the part of the Promoter shall be exercised if on the date when the Allottee so expresses his intent to cancel this Agreement, the total price then prevailing for transfer of an Apartment in the Project is not less than the Total Price payable by the Allottee under this Agreement, and the Allottee agree(s) and undertake(s) that the decision of the Promoter in this regard shall be final and binding on the Allottee. It is further clarified that in the case of any such cancellation having been accepted by the Promoter, the Promoter herein, will, in addition to forfeiting the booking amount, shall also forfeit all interest liabilities of the Allottee accrued till the date of cancellation, brokerage paid to real estate agents, the stipulated charges on account of dishonour of cheque(s), if any, and all amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities ("**Cancellation Charges**") and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation, after deduction of applicable taxes paid on such amount by the Promoter subject to the Allottee executing and registering the cancellation deed/agreement. Nothing contained in Clause 7.5 and this clause shall preclude the Promoter to avail the remedies under the Act against such proposed cancellation by the Allottee.

46.2 It is clarified that in the event of cancellation by either of the Parties, the fees and expenses relating to this Agreement including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, brokerage etc. and all amounts collected as taxes, charges, levies, cess, assessments and Impositions deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

46.3 In respect of clause 9.3 of the Agreement, the Allottee expressly acknowledges understands and agrees that in the event of cancellation or termination of the allotment of the Apartment (and this Agreement) in terms of this Agreement by the Promoter or the Allottee, as the

case may be, the Promoter shall be at liberty to execute, present for registration and register a deed of cancellation and the Allottee shall cease to have any right title interest whatsoever in the Apartment or Tower or Project or the Common Areas on and from the date of expiry of the period mentioned in the notice of cancellation or termination issued by the Promoter or the Allottee, as the case may be. The Allottee further hereby expressly agrees that, simultaneously with the execution and registration of this Agreement, the Allottee hereby authorises the Promoter as constituted attorney, granting power to the Promoter to execute and present for registration on his/her behalf the Deed of Cancellation in respect of the Apartment. The power will however be invoked by the Promoter, only in case of default in terms of clause 9.3 above and the Allottee does not cooperate and present himself/herself for execution and registration of the Deed of Cancellation as aforesaid.

47. TAXES AND OUTGOINGS

47.1 The Allottee binds himself and covenants to bear and pay and discharge the following amounts, taxes, expenses and outgoings (“**Taxes and Outgoings**”):

- (i) property tax and/or Municipal rates and/or other taxes/levies and water tax, (if any,) assessed on or in respect of the Apartment and Parking Space (if any) and/or any other component related to the Apartment directly to the statutory authority concerned; provided that so long as the same is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Promoter/maintenance agency/Associations the proportionate share of all such rates and taxes.
- (ii) charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the Apartment against demands made by the concerned authorities and/or the Promoter/Maintenance Agency/Associations and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Apartment or any part thereof, wholly and if in common with the other allottees, proportionately to the Promoter/Maintenance Agency/Association or the appropriate authorities as the case may be.
- (iii) proportionate share of all common expenses (morefully detailed in **Schedule F**) to the Promoter/Maintenance Agency/Association, from time to time payable for the Common Areas. The rates of the common expenses (morefully detailed in **Schedule F**) shall be subject to revision from time to time as be deemed fit and proper by the Promoter/Maintenance Agency/ Association at its sole and absolute discretion after taking into consideration the common services provided.
- (iv) proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Allottee.
- (v) Goods and Service Tax and all other overheads in respect of the aforesaid outgoings and taxes payable by the Allottee as per prevalent rates.
- (vi) all penalty surcharge, interest, costs, charges and expenses together with applicable taxes arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates, taxes, impositions and/or outgoings proportionately or wholly as the case may be.
- (vii) the liability of the Allottee to pay the aforesaid Taxes and Outgoings shall accrue with effect from the Deemed Date of Possession.

47.2 In respect of sub-clause (xi) of clause 8 of the Agreement, it is clarified that the Owners and the Promoter shall continue to pay and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authority till the completion certificate or partial completion certificate, as the case may be, has been issued and possession of Apartment along with Project Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Project Association, as the case may be. To enable the Promoter to pay the dues mentioned above, the Allottee hereby undertakes to discharge his legal obligation to pay such dues to the Promoter under section 19(6) of the Act.

48. PUBLICITY RIGHTS

The Promoter shall be entitled at all times to install, display and maintain its name and/or logo on the roof (including common roof area) of the Towers, the Project and/or other areas of the Project, by putting up hoardings, display signs, neon signs, lighted displays, etc. and all costs regarding the same shall form part of common expenses and no one including the Allottee and the Associations shall be entitled to object or to hinder the same in any manner whatsoever.

49. TRANSFER OF ALLOTMENT / APARTMENT

49.1 Until a deed of conveyance is executed in favour of the Allottee, the Allottee shall not be entitled to mortgage and/or encumber and/or sale and/or nominate and/or alienate and/or dispose of or deal in any manner whatsoever with the Apartment and/or any portion thereof and/or any right therein and/or any rights and entitlements under this Agreement (“**Alienation**”) except for the purpose of housing loan in terms of this Agreement unless all the following conditions are complied with:-

- (i) A minimum period of 36 (thirty six) months has passed from the date of this Agreement.
- (ii) There is no default whatsoever by the Allottee in compliance with and/or performance of any of the Allottee’s covenants, undertakings and obligations under this Agreement or otherwise.
- (iii) The Allottee has made full payment of the amount due or payable till the time of such Alienation including interest and penalties, if any.
- (iv) The Allottee has made payment to the Promoter a sum calculated sum of Rs. [] (Rupees []) only on account of nomination charges of the Apartment or such further sum as may be decided by the Promoter as transfer charges (hereinafter referred to as “**the Transfer Charges**”). The Allottee shall also pay the applicable Goods and Services Tax thereon, if any, any Maintenance Charges, if any and also register the necessary transaction documents.
- (v) Prior consent in writing needs to be obtained from the Promoter regarding the proposed Alienation.
- (vi) 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, 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. Such amount shall be payable by the Allottee on or before the nomination.

49.2 After the execution and registration of the proposed deed of conveyance, the Allottee may sell and transfer the Apartment subject to the following conditions:

- (i) The Apartment shall be one lot and shall not be partitioned or dismembered in parts. In case of sale in favour of more than one purchaser(s), the same shall be done in their favour jointly and in undivided shares.
- (ii) The sale of the Apartment by the Allottee shall not be in any manner inconsistent with this Agreement and/or the proposed deed of conveyance and the covenants contained herein and/or the proposed deed of conveyance shall run with the land and/or transfer. The person(s) to whom the Allottee may transfer the Apartment shall be bound by the same terms, conditions, agreements, covenants, stipulations, undertakings and obligations as are applicable to the Allottee by and under Applicable Law and/or by virtue of this Agreement and/or the proposed deed of conveyance.
- (iii) All the dues including outstanding amounts, interest, Aggregate Maintenance Charges, electricity charges, property and other taxes etc. relating to the Apartment payable to the Promoter/Maintenance Agency/Associations statutory authority and other concerned persons/entities are paid by the Allottee in full prior to the proposed deed of conveyance. Such dues, if any, shall in any event, run with such proposed deed of conveyance.

49.3 The Allottee agrees acknowledges and understands that upon execution and registration of the Deed of Conveyance in favour of the Allottee by the Promoter/Owners, the Allottee shall alone remain responsible to mutate his/her name in the records of the municipality concerned and the Promoter shall have no responsibility or liability in this regard.

50. TAX DEDUCTION AT SOURCE

The Tax Deductible at Source (“TDS”) under section 194 IA of the Income Tax Act, 1961 shall, if applicable, be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law. The Promoter or the Owners shall not be liable in any manner whatsoever in case of default on the part of the Allottee in depositing such TDS.

SCHEDULE A

[DESCRIPTION OF OWNERS]

(1) DIAMOND TANNERY & CO., a partnership firm existing under the laws of India and having its office at 119/2B Matheswartala Road, Police Station Pragati Maidan, and Post Office Gobindo Khatick Road, West Bengal 700 046,

(2) LIAO MEI YING, wife of Late Li Chin Cheng, residing at 119/2B, Matheswartala Road, Kolkata 700 046, Police Station Pragati Maidan and Post Office Gobindo Khatick Road, Kolkata- 700 046;

(3) LI TAI CHOI, son of Late Li Chin Cheng, residing at 119/2B, Matheswartala Road, Kolkata 700 046, Police Station Pragati Maidan and Post Office Gobindo Khatick Road, Kolkata- 700 046;

(4) LI TAI YU, son of Late Li Chin Cheng, residing at 119/2B, Matheswartala Road, Kolkata 700 046, Police Station Pragati Maidan and Post Office Gobindo Khatick Road, Kolkata- 700 046; and

(5) LI TAI PAO, son of Late Li Chin Cheng residing at 119/2B, Matheswartala Road Kolkata 700 046, Police Station Pragati Maidan and Post Office Gobindo Khatick Road, Kolkata- 700 046.

(6) TANGRA ENCLAVE LLP. a Limited Liability Partnership within the meaning of the Limited Liability Partnership Act, 2013 with LLPIN: ABZ-9123 and having its registered office at 122/D/5, Mathswartola Road, Abinash Chaowdhury Lane, Police Station Pragati Maidan and Post Office Tiljala; and

(7) PROGRESSIVE LAND PVT. LTD., a company incorporated under the laws of India and existing under the provisions of the Companies Act, 2013, and having its registered office at 1002, E.M. Bypass, Front Block,, Police

Station Pragati Maidan and Post Office Dhapa

(8) MANINAGAR DEVELOPERS LLP a limited liability partnership incorporated and existing under the laws of India with LLPIN: **AAL-3868** and having its registered office at 12C Chakraberia Road (North),, Police Station Ballygunge and Post Office Lala Lajpat Rai Sarani Kolkata - 700020

(9) GREEN FILED NIKETAN PVT LTD a company incorporated under the laws of India and existing under the provisions of the Companies Act, 2013, and having its registered office at 12C Chakraberia Road (North), P.S. Ballygunge P.O. Lala Lajpat Rai Sarani Kolkata - 700020

(10) RAINBOW ENCLAVE PVT LTD a company incorporated under the laws of India and existing under the provisions of the Companies Act, 2013 and having its registered office at 12C Chakraberia Road (North), P.S. Ballygunge P.O. Lala Lajpat Rai Sarani Kolkata - 700020 and

(11) KASAUTI VYAPAAR PVT LTD a company incorporated under the laws of India and existing under the provisions of the Companies Act, 2013 and having its registered office at 12C Chakraberia Road (North), P.S. Ballygunge P.O. Lala Lajpat Rai Sarani Kolkata - 700020

(12) JEWRAJKA PLASTICS LLP, a limited liability partnership incorporated and existing under the laws of India with LLPIN: AAI-1169 and having its registered office at 12 C, Pandit Madan Mohan Malaviya Sarani Kolkata – 700020,

(13) RISHI KYAL, son of Sri Balkrishan Kyal, by faith Hindu, by occupation Business, by nationality Indian.

(14) PRITI KYAL, wife of Sri Rishi Kyal, by faith Hindu, by occupation Business, by nationality Indian.

(15) RAHUL KYAL, son of Sri Balkrishan Kyal, by faith Hindu, by occupation Business, by nationality Indian.

(16) SAKHSI KYAL, wife of Sri Rahul Kyal, by faith Hindu, by occupation Business, by nationality Indian.

(17) UMESH KYAL, son of Late Govind Ram Kyal, by faith Hindu, by occupation Business, by nationality Indian.

(18) UMA KYAL, wife of Sri Umesh Kyal, by faith Hindu, by occupation Business, by nationality Indian.

(19) ANURAG KYAL son of Sri Umesh Kyal, by faith Hindu, by occupation Business, by nationality Indian.

(20) SWETA KYAL wife of Sri Anurag Kyal, by faith Hindu, by occupation Business, by nationality Indian.

Sl, No. 13 to 20 are residing at 30 C, South End Park, Post Office Sarat Bose Road, Police Station Rabindra Sarobar (formerly lake), District South 24 Parganas, Kolkata – 700 029

SCHEDULE B

PART I

[DESCRIPTION OF LARGER LAND]

ALL THAT the pieces and parcels of land containing by admeasurement a total land area of 606.33 decimals equivalent to 366 cottah 13 chittack 13 square feet (equivalent to 24537.16 square meter more or less as per the deed and the land area as per physical measurement is ALL THAT the pieces and parcels of land containing by admeasurement an area of 606.33 decimals equivalent to 363 cottah 12 chittack 14.06 square feet equivalent to 24332.41 square meter more or less together with the buildings and dilapidated structures standing thereon comprised in Municipal Premises No. 122 D/5 Matheswartala Road Mouza Tangra, J.L. No. 5, Police Station Pragati Maidan (formerly Tiljala), under Ward No. 66 of Kolkata Municipal Corporation, Kolkata – 700 046, District South 24 Parganas, butted and bounded as follows:

On the North: By CS Dag No. 342 and 343 and CS Dag No. 909(P), of Mouza Tangra

On the South: By JBS Haldane Avenue/P.C Connector and 102, Matheswartala Road

On the East: By Public Road (Matheswartala Road) and CS Dag No. 676 (P) and 678 (P)

On the West: By Public Road (Matheswartala Road) and CS Dag No. 658, 662(P), 668(P), 675 (P), 676 (P), 678 (P), 701 (P), and 902(P).

And delineated in the map/ plan attached as **Annexure [__]** hereto and marked with color [__].

PART II

[DESCRIPTION OF PROJECT LAND]

ALL THAT the divided and demarcated piece and parcel of land carved out of the Larger Land, containing an area of 16018.90 square metere comprised in Municipal Premises No. 122 D/5 Matheswartala Road Mouza Tangra, J.L. No. 5, Police Station Pragati Maidan (formerly Tiljala), under Ward No. 66 of Kolkata Municipal Corporation, Kolkata – 700 046, District South 24 Parganas, butted and bounded as follows:

ON THE NORTH	:	By Municipal Premises No. 119/2A/1 and CS Dag No. 668 (P), 669 (P) and 686 of Mouza – Tangra
ON THE SOUTH	:	By JBS Haldane Avenue/P.C Connector and 102, Matheswartala Road
ON THE EAST	:	By Public Road (Matheswartala Road)
ON THE WEST	:	By Municipal Premises No. 102, Matheswartala Road and CS Dag No. 701 and 902 of Mouza – Tangra

And delineated in the map/ plan attached as **Annexure [__]** hereto and marked with color [__].

PART III

[DEVOLUTION OF TITLE]

SCHEDULE C

(DESCRIPTION OF PROJECT COMMON AREAS, AMENITIES & FACILITIES/CLUB)

Banquet hall
wellness center
Gymnasium
Indoor games room
Kids Play room
Multi-purpose sports Hall
Swimming pool with changing room
Roof top party area-sky lounge
Project Land
Staircases & lifts & ramps
Entrance lobby, Lift lobby.
Corridor
Fire refuge platform
Over head water reservoir
Underground water reservoir
Sewage treatment plant
Transformer room
DG room
Space for waste management
Electrical meter room
Gate goomty

SCHEDULE D

PART I

(DESCRIPTION OF APARTMENT)

ALL THAT the residential Apartment No. [] on the [] floor of Tower No [] having carpet area of [] square metre (equivalent to [] square feet) (inclusive of exclusive utility room) along with an exclusive balcony area have carpet area of [] square metre (equivalent to [] square feet), an exclusive open terrace area having carpet area of [] square metre (equivalent to [] square feet) appurtenant to the carpet area of the residential Apartment corresponding to a built up area of [] square metre (equivalent to [] square feet) Project to be constructed on Block A forming part of the Project and delineated on the map/plan annexed as **Annexure [B]** and bordered around in colour [Red] .

PART II
(DESCRIPTION OF PARKING SPACE)

and delineated on the map/plan annexed as **Annexure []** and bordered around in colour []

PART III
(SPECIFICATIONS OF APARTMENT)

Foyer	
Flooring	: Bare finish
Wall Finish	: No internal partition walls
Ceiling	: Bare finish
Doors & Frame	: Main entry door
Electricals	: Tap off points/Conduiting
Living, Dining, & Bedrooms	
Flooring	: Bare finish
Wall Finish	: No internal partition walls
Ceiling	: Bare finish
Window	: Aluminum Window
Electricals	: Tap off points/Conduiting
Toilet area	
Flooring	: Water proofing with screed concrete
Wall	: Internal partition walls
Ceiling	: Bare finish
Window	: Aluminum Window
Door	: Door will be provided
Electricals	: Conduiting
Plumbing	: Water supply tap off, soil & waste line
Kitchen area	
Flooring	: Bare finish
Ceiling	: Bare finish
Window	: Aluminum Window
Electricals	: Conduiting
Balcony & Terraces	
Flooring	: Tiles
Wall	: Painted to match exterior elevation
Ceiling	: Paints
Railing	: Railing designed to match the exterior
Door	: Will be provided
Plumbing	: Waste line
Yard	
Flooring	: Tiles

Wall	: Painted to match exterior elevation
Ceiling	: Paints
Railing	: Railing designed to match the exterior
Door	: Will be provided
Plumbing	: Waste line
Servant's Room	
Flooring	: Tiles
Wall	: Putty
Ceiling	: Putty
Door	: Will be provided
Window	: Aluminum Window
Servant's Toilet	
Flooring	: Tiles
Wall	: Tiles
Ceiling	: Putty
Window	: Aluminum Window
Door	: Will be provided
Electricals	: Wiring, Switch and Sockets
Plumbing	: Water supply, soil, waste line, CP sanitary fixture

SCHEDULE E

PAYMENT PLAN

On booking	10% of Total consideration
On execution of Agreement (within 30 days) of booking	10% of Total consideration
On completion of Piling	10% of Total consideration
On casting of 1 st floor Roof	10% of Total consideration
on casting of 6 th floor Roof	10% of Total consideration
On casting of 11 th floor Roof	5% of Total consideration
On casting of 16 th Floor Roof	5% of Total consideration
On casting of 21 st Floor Roof	5% of Total consideration
On Casting of 26 th Floor Roof	5% of Total consideration
On casting of 31 st Floor Roof	5% of Total consideration

On casting of 36 th Floor Roof	10% of Total Consideration
On casting of ultimate roof of the said unit	10% of Total Consideration + EDC Charges
On Possession	5% of Total Consideration

***GST applicable on each installment, deposits and charges.**

SCHEDULE F

COMMON EXPENSES

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

8. Cleaning as necessary the external walls and windows (nor forming part of any unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming part of the Premises.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained premises and providing such additional lighting apparatus as the Association may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the Building or any part thereof excepting in so far as the same are the responsibility of the individual owners/ occupiers of any Unit.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of any individual lessee of any Unit.
15. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any of the occupants of any of the Unit.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the building excepting those which are the responsibility of the Seller/occupier of any Unit.
18. The Purchase maintenance renewal and insurance equipment as the Owner/Promoter may from time to time consider necessary for the carrying out of the acts and things mentioned in this

schedule. Insurance of firefighting appliances and other equipment for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Association may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.

19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Management company/Holding Organization it is reasonable to provide.
21. Such time to be fixed annually as shall be estimated by the Holding Organization (whose decision shall be final) to provide a reserve fund for items of expenditure referred to in this Schedule to be or expected to be incurred at any time.
22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Association and shall only be applied in accordance with unanimous or majority decision of the members of the Association and with the terms of this Schedule.
23. The Allottee under the scope of these presents undertakes to reimburse and / or pay the proportionate charges towards the diesel expenses for providing substitute backup for electricity in the form of generator services to the extent of such proportionate KVA load allocated and / or taken by the Allottee herein in respect of their unit in the Project and such expenses incurred shall be reflected and / or incorporated in a separate bill which shall be raised on every English calendar month. In the event if any Allottee makes a default in making such payment for consecutive two months in such a situation the Association shall have the unfettered right to withdraw such facility without giving any prior notice or intimation whatsoever. Be it further stated herein that these charges shall have to be borne by the Allottee herein over and above the monthly maintenance charges.

SCHEDULE G

HOUSE RULES

ALLOTTEE'S COVENANTS

The Allottee has agreed undertaken and covenanted to:

- i) TO CO-OPERATE with the other co-Allottee and/or co-buyers and the Promoter in the management and maintenance of the said building.
- ii) TO OBSERVE the rules framed from time to time by the Promoter and upon appointment of the FMC and/or formation of the Holding Organization by such FMC and/or Holding Organization as the case may be.
- iii) TO ALLOW the Promoter and/or their authorized representative and upon appointment of FMC, such FMC to enter into the said Unit/Apartment and/or common parts and areas including the Utility Room, for the purpose of maintenance and repairs.
- iv) TO PAY and bear the common expenses morefully and particularly mentioned and described in the **SCHEDULE F** hereunder written and other outgoing and expenses since the date of possession and also the rates and taxes for and/or in respect of the said Building and/or common parts/areas and wholly for the said Unit/Apartment and / or to make deposits on account thereof in the manner mentioned hereunder to or with the Promoter and upon appointment of the FMC to such FMC. Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the said Unit/Apartment has been taken or not by the Allottee.
- v) TO DEPOSIT the amounts reasonably required with the Promoter and upon appointment of the FMC to such FMC as the case may be towards the liability for the rates and taxes and other outgoings.
- vi) TO PAY charges for electricity in or relating to the said Unit/Apartment wholly and proportionately relating to the common parts.
- vii) TO use the said Unit/Apartment for residential purposes only and for no other purpose whatsoever or howsoever
- viii) TO pay and discharge all existing and future rates and water charges, taxes, duties, charges, assessments, impositions and outgoings whatsoever which now are or at any time in future may be charged, levied, rated, assessed or imposed in respect of the said Unit/Apartment

- ix) From time to time and at all times to repair and maintain and keep in good and substantial repair and condition the said Unit/Apartment
- x) TO keep the said Unit/Apartment in a clean and tidy condition and to clean both sides of all windows and window frames and all other glass and other panels in the said Unit/Apartment
- (xi) It is hereby made expressly clear by and between the parties hereto that the Car Parking Space to be allotted by the Developer to the Allottee either covered and/or mechanical (hereinafter referred to as the CAR PARKING SPACE) shall be used only for the purpose of parking of a passenger car and will not be used for any other purposes whatsoever or howsoever and in no event the Allottee shall be entitled to use or cause to be used the car parking space allotted to them for the purpose of storage, parking of any two wheeler or any equipment and/or any other vehicle excepting a passenger car or any equipment.
- (xii) THE said Parking Space/s shall be used only for the Purpose of Parking of car (s).
- (xiii) THE Allottee shall not permit anybody to reside in the said Parking Space/s or use the same for any other purpose other than parking of cars.
- (xiv) THE Allottee shall not park nor shall permit anybody to park the car(s) in the said Parking Space(s) in a manner, which may obstruct the movement of other car(s).
- (xv) In the event of the Allottee washing car(s) or permitting anybody to wash car(s) in the said Parking Space(s) then and in that event it will be obligatory on the part of the Allottee to clean up the entire space.
- (xvi) THE Allottee shall not be entitled to make any construction on the said Parking Space(s).
- (xvii) NOT to store nor permit anybody to store any articles or things into or upon the said Parking Space(s).
- (xviii) TO abide by all the rules and regulations as may be made applicable for the use of the Parking Space(s) from time to time by the FMC.
- (xix) MUST NOT let, or part with possession of the Car Parking Space excepting as a whole with the said Unit/Apartment to anyone else excepting to a person who owns a Unit in the building and the Allottee will give an undertaking and sign a document of adherence that the Car Parking space will be held only for the parking of cars.
- (xx) Acknowledges and confirms that the right of the Allottee shall remain restricted to the Unit intended to be

acquired by them and will have no right over and in respect of other Units in the Residential Building as defined herein.

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

(xxii) The Allottee hereby acknowledges and confirms that they have no objection to the following:-
Right of additional construction and/or addition of floor/floors in the said Residential Building in terms of any plan duly sanctioned by the Kolkata Municipal Corporation

(xxiii) The Allottee hereby further covenants as follows:

- i) NOT TO sub-divide the said Unit/Apartment and / or the Parking space or any portion thereof.
- ii) NOT TO do any act deed or thing or obstruct the construction and completion of the said building in any manner whatsoever and notwithstanding any temporary obstruction in the Allottee's enjoyment of the said Unit/Apartment.
- iii) NOT TO throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and / or compound or any portion of the building except in the space for garbage to be provided in the ground floor of the said building.
- iv) NOT TO store or bring and allow to be stored and brought in the said Unit/Apartment any goods of hazardous or combustible nature or which are to heavy as to affect or endanger the structures of the building or any portion of any fittings for fixtures thereof including windows, doors, floors etc. in any manner.
- v) NOT TO hang from attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- vi) NOT TO fix or install air conditioners in the said Unit/Apartment save and except at the places, which have been specified in the said Unit/Apartment for such installation.

- vii) NOT TO allow goods, articles or materials of any description to be stored, stocked or displayed on any of the building common parts or otherwise other than in suitable bins and/or receptacles provided for such purpose.
- viii) NOT TO use the said Unit/Apartment or any part or portion thereof for any political meeting nor for any dangerous noxious or offensive trade or business
- ix) NOT TO slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said residential complex.
- x) NOT TO permit any sale by auction or public meeting or exhibition or display to be held upon the Unit nor to permit or suffered to be done into or upon the said Unit/Apartment or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other owners and/or occupiers.
- xi) NOT TO keep in the said Unit/Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk or fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Unit/Apartment and/or any other Unit in the said residential complex
- xii) NOT TO discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the residential complex
- xiii) NOT TO create hindrance/obstruction in any manner whatsoever to occupiers of the said new building particularly regarding use of Common Parts and Portions.
- xiv) NOT TO damage or demolish or cause to be damaged or demolished the said Unit/Apartment or any part thereof or the fittings and fixtures affixed thereto.
- xv) NOT TO close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandahs, lounges or any external walls or the fences of external doors and windows including grills of the said Unit/Apartment which in the opinion of the PROMOTER/FMC differs from the colour scheme of the building or

deviation or which in the opinion of the PROMOTER/FMC may affect the elevation in respect of the exterior walls of the said building.

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

- xxiii) TO ABIDE by such building rules and regulations as may be made applicable by the PROMOTER and upon appointment of the FMC by such FMC.
- xxiv) In the event of nonpayment of such Maintenance charges, services and maintenance charges the Allottee/shall be liable to pay interest at the rate of 15% per annum to the PROMOTER and upon appointment of the FMC to such FMC and in the event such default shall continue for a period of sixty days from the date it becomes due and payable then and in that event without prejudice to any other rights which the PROMOTER and or FMC may have the PROMOTER and/ or the FMC shall be entitled to carry out the following namely:
 1. To discontinue the supply of electricity.
 2. To discontinue / disconnect the supply of water.
 3. To withhold the services of lifts to the Allottee and the members of their families and visitors and the same shall not be restored until such time the Allottee having made full payment of the amounts due with interest at the aforesaid rate.
 4. To discontinue the facility of DG power back-up.

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

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

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

**SIGNED SEALED AND
DELIVERED BY THE WITHIN
NAMED OWNERS** in the presence
of:

**SIGNED SEALED AND
DELIVERED BY THE WITHIN
NAMED PROMOTER** in the
presence of:

**SIGNED SEALED AND
DELIVERED BY THE WITHIN
NAMED ALLOTTEE** in the
presence of: