

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is executed at Kolkata on this ____
day of _____, 202...

NILAMBUR CREATORS LLP



Partner

NILAMBUR CREATORS LLP

Partner

BY & BETWEEN

NILAMBUR CREATORS LLP (PAN AAQFN8163K), a Limited Liability Partnership within the meaning of Limited Liability Partnership Act, 2008, having LLPIN : AAQ-0213 represented by its Designated Partner, Sri Rameswar Prasad (**PAN : AGDPP2821K and (Aadhar No.- 8892-1690-9232) (Mobile No.- 9831030775)**), son of Late Ganesh Prasad, having its Registered Office at 16, Sudder Street, P. O. and P.S. New Market, Kolkata-700 016, hereinafter referred to as the **PROMOTER/DEVELOPER** (which expression unless excluded by or repugnant to the context shall include its partners for the time being and their respective heirs, executors, administrators, legal representative and assigns), party of the **FIRST PART**;

A N D

LYTTON HOTEL PRIVATE LIMITED (PAN- AAACL5206G), a Company within the meaning of Companies Act, 1956 having CIN: U55701WB1984PTC037149 and governed by the Companies Act 2013, represented by its registered office at premises No. 14, Sudder Street, P. O. and P.S. New Market, Kolkata 700 016, being represented by its Constituted Attorney Mr. Rameswar Prasad (**PAN : AGDPP2821K and (Aadhar No.- 8892-1690-9232) (Mobile No.- 9831030775)**), son of Late Ganesh Prasad, working for gain at 16, Sudder Street, P. O. and P.S. New Market, Kolkata-700 016, appointed by virtue of registered Power of Attorney dated 29th day of January, 2020 and registered at the office of Additional registrar of Assurances IV and recorded as Being no 190400972 for the year 2020 hereinafter referred to as the **VENDOR/CONFIRMING PARTY**, (which expression unless excluded by or repugnant to the context shall include its successors-in-Interest and assigns), party of the **SECOND PART**;

A N D

Mr./Ms. _____ (PAN) (Aadhar No.)
son/daughter of _____, aged about _____ years, by Religion Hindu, by occupation _____ residing at _____, Post Office....., Police Station, Kolkata 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**.

NILAMBUR CREATORS LLP

AND

[If the Allottee is a company]

18/11/20

NILAMBUR CREATORS LLP



Partner

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

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

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HUF]

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

(PAN _____), hereinafter referred to as the **"PURCHASER/ALLOTTEE"** (which expression shall unless

repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

The Developer and Allottee(s)/Purchaser/s shall hereinafter collectively be referred to as the **"Parties"** and individually as a **"Party"**.

I. DEVOLUTION OF THE TITLE OF THE PROPERTY

W H E R E A S:

- A. That the said Lytton Hotel Private Limited the Vendor/Confirming Party herein had purchased ALL THAT the premises No. 14/1 Sudder Street, Calcutta, admeasuring about 1 Bigha, 1 Cottha, 1 Chittack and 5 square feet along with two brick built structures built and standing thereon and measuring about 4575 sq. ft. and 4654 sq. ft. be the little more or less by virtue of a Deed of Conveyance dated 17th November 2005 registered with the office of the Registrar of Assurances, Calcutta in Book No.-I, Volume No.-7, Page No.-1 to 17 Being no. 06721 for the year 2005.
- B. The Vendor/Confirming Party got itself mutated as the owner of the said property in the Assessment records of the Kolkata Municipal Corporation vide Assessee no. 110635100229.
- C. That for the purpose of development and commercial exploitation of ALL THAT the premises No. 14/1 Sudder Street, Calcutta, admeasuring about 1 Bigha, 1 Cottha, 1 Chittack and 5 square feet along with two brick built structures built and standing thereon and measuring about 4575 sq. ft. and 4654 sq. ft. be the little more or less under K.M.C Ward No 63, Police Station: - New Market hereinafter referred to as **"the said land"** more fully and particularly described in the **Schedule A** hereunder written, the Vendor/Confirming Party as Owner of the said property has entered into a Development Agreement dated 28th January 2020 with Nilambur Creators LLP registered with the Additional Registrar of Assurances- IV of Kolkata in Book no. I, Volume no.1904 - 2020 Pages from 54889 to 54948 Being no. 190400859 for the year 2020 on such terms and conditions as detailed and recorded therein.
- D. The Building Plan submitted by the Developer to the Kolkata Municipal Corporation for construction of the new building at the said Property has been sanctioned by grant of Building Permit no 2021070079 dated 24-09-2021.

- E. The Said Land has been earmarked for the purpose of construction of the New Building in accordance with the Said Plan which is comprising the basement + ground floor + 6 upper floors containing commercial office spaces/office spaces, parking spaces as shown and delineated in the Said Plan and the said project shall be known as '**Prasad Central**' ("Project");
- F. That the building sanction plan has been drawn keeping in view that, its design, construction or operation, reduces or eliminates negative impacts, on our climate and natural environment. The same shall be a Green building which shall result in preserving precious natural resources and improve our quality of life.
- G. As agreed in the said Development Agreement dated 28th day of January, 2020, both the Owner and the Developer have demarcated their respective share of office space and car parking space in the new building to be constructed by the Developer at the said property by signing a document of areas under respective allocations of Owner and Developer in the Built Up Area of commercial office spaces and car parking space with right to use and enjoy common parts, portions, areas and amenities and facilities for common use by purchasers of the office space in the building.
- H. In terms of the said Development Agreement dated 28th January 2020, the Developer, is entitled to 50% of the developed area in the new building to be constructed at the said property as the "**Developer's Allocation**" as more fully mentioned in the said Development Agreement.
- I. The Owner and the Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owner regarding the Said Land on which Project shall be constructed is in accordance with the Kolkata Municipal Corporation Sanctioned Plan;
- J. The Owner and the Developer have applied for registration of the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at Kolkata on & have been granted registration certificate vide registration no.
- K. The Purchaser/Allottee have inspected the title of the said property, and upon being satisfied that the Developer has marketable right relating to the said property together with rights and appurtenances in relation thereof, had approached the said Nilambur Creators LLP being the Developer herein to purchase a commercial Office space/office space in the Project and in terms thereof the Developer has agreed to and allotted to the Purchaser/Allottee all that the commercial/Office space being no. on the floor having carpet area of square feet together with right to park (.....) nos. of road worthy cars (light motor vehicle) on the Floor Level identified as being Car park no., in the said building "Prasad central" at Municipal Premises

No. 14/1 Sudder Street, PO & PS New Market, Kolkata 700016 hereinafter referred to as the 'said office space' more particularly described in Schedule B appearing hereinafter together with pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act together with the floor plan of the said office space is annexed hereto and marked as Annexure 1;

- L. The Purchaser/Allottee have inspected the Plans and investigated the title of the Developer and is completely satisfied that the Developer has a marketable title relating to the Said office space and the Rights and Properties Appurtenant to the said office space, and henceforth the Purchaser/Allottee agrees and declares that he/she/it/they shall not raise any objection with regard thereto or any changes or for any amendments that may be made in the Plans.
- M. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- N. 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.
- O. 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.
- P. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Purchasers/Allottees hereby agree to purchase the Said office space [more fully mentioned in **PART-I** of the '**SCHEDULE- B**'].

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 Developer agrees to sell to the Purchaser/Allottee and the Purchaser/Allottee hereby agree to purchase, the Said office space more fully and particularly mentioned in the PART-I of the '**SCHEDULE- B**'.
- 1.2 The Total Consideration Price payable for the Said office space is more fully mentioned in the '**SCHEDULE- C**'.

Explanation:

- (i) The Total Price detailed in Schedule C includes the booking amount paid by the Allottees to the Developer towards the Said office space;
- (ii) The Total Price detailed and described in Schedule C includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter and/or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer, by whatever name called) up to the date of handing over the possession of the said office space to the Purchaser/Allottees

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Purchaser(s) / Allottee(s) to the Developer shall be increased/reduced based on such change/modification;

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Purchaser(s) / Allottee(s);

- (iii) The Developer shall periodically intimate in writing to the Purchaser(s)/Allottee(s), the amount payable as stated in (i) above and if required, the Purchaser(s)/Allottee(s) shall make payment if demanded by the Developer within 30 (thirty) days from the date of such written intimation and in the manner specified therein. In addition, the Developer shall provide to the Allottees the details of the taxes paid or demanded along with the relevant acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective/made leviable;
- (iv) The Total Consideration Price of Completed office space finished as per specifications more fully mentioned in 'SCHEDULE - E' includes recovery of price of land underneath the building, construction of the Common Areas more fully mentioned in 'SCHEDULE - F', internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost of providing all other facilities,

amenities and specifications within the Said office space more fully mentioned in 'SCHEDULE- G' and the Project, but it will exclude Taxes and maintenance charges.

- 1.3. The Total Price is escalation-free, save and except increases which the Purchasers/Allottees hereby agree to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Competent Authority [The term Competent Authority in this context and for all purpose of this Agreement shall mean the local authority or any authority created or established under any law for the time being in force which exercises authority over land under its jurisdiction, and has powers to give permission for development of Said Land] from time to time. The Developer undertakes and agrees that while raising a demand on the Purchasers/Allottees for increase in development charges, cost/charges imposed by the competent authorities, if levied; the Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchasers/Allottees, which shall only be applicable on subsequent payments; Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority as per the Act, the same shall not be charged from the Purchasers/Allottees.
- 1.4. The Purchasers/Allottees(s) shall make the payment as per the payment plan set out in '**SCHEDULE - D**' ("**Payment Plan**").
- 1.5. The Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Purchasers/Allottees by discounting such early payments @ 2% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottees by the Developer.
- 1.6. It is agreed that the Developer shall have the right to make some minor additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at SCHEDULE- 'E' and SCHEDULE- 'F' in respect of the Said office space, without the previous written consent of the Purchasers/Allottees as per the provisions of the Rule 26 of the Kolkata Municipal Corporation Building Rules and relevant Acts. Provided that the Developer may make such minor additions or alterations as may be

required by the Purchasers/Allottees, or such minor changes or alterations as per the provisions of the Act.

1.7. The Developer shall confirm to the final carpet area that has been allotted to the Purchasers/Allottees after the construction of the New Building is complete and the completion 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 shall be recalculated upon confirmation by the Developer. If there is a reduction in the carpet area, then the Developer shall refund the excess money paid by Allottees within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottees. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the said office space allotted to Purchasers/Allottees, the Developer may demand that from the Allottees as per the next milestone of the Payment Plan as provided in 'SCHEDULE- D'. All these monetary adjustments shall be made at the same rate per square feet as per PART-I of the 'SCHEDULE- B' Said office space of this Agreement.

1.8. Subject to para 10.3, the Developer agrees and acknowledges, the Purchasers/Allottees shall have the right to the Said office space as mentioned in PART-I of the 'SCHEDULE- B':

- (i) The Purchasers/Allottees shall have exclusive ownership of the Said office space;
- (ii) The Purchasers/Allottees shall also have the right to use the Common Areas transferred to the association of Purchasers. Since the share of interest of the Purchasers in the Common Areas is undivided and indivisible, the Purchasers shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Developer shall hand over the Common Areas to the association of Purchasers after duly obtaining the completion certificate from the competent authority as provided in the Act. Further, the right of the Purchasers to use the Common facilities shall always be subject to the timely payment of maintenance charges and other charges as applicable from time to time;
- (iii) That the computation of the consideration price of the Completed Said office space finished as per specification more fully mentioned in 'SCHEDULE- E', includes recovery of price of land underneath the

building, construction of the Said office space and the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Said office space and the Project. The price exclude Taxes and maintenance charges;

- (iv) The Purchasers/Allottees have the right to visit the project site to assess the extent of development of the project and the said office space, as the case may be, subject to prior consent of the project engineer and complying with all safety measures while visiting the site.
- (v) It is made clear by the Developer and the Purchasers/Allottees that the Said office space along with car parking space, if allotted, shall be treated as a single indivisible office space for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land underneath the New Building and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchasers/Allottees as more fully mentioned clause No. I hereinabove. It is clarified that the Project's facilities and amenities shall be available only for use and enjoyment of the Purchasers/Allottees of the project.
- (vi) It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely _____ shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

1.9 The Developer agrees to pay all outgoings before transferring the physical possession of the said office space to the Purchasers/Allottees, which it has collected from the Purchasers/Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, 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 Developer fails to pay all or any of the outgoings collected by it from the Purchasers/Allottees or any liability, mortgage loan and interest thereon before transferring the said office space to the Allottees, the Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which

may be taken thereof by such authority or person.

- 1.10 The Purchasers/Allottees have paid a sum of Rs. _____/- (Rupees _____ only) (including GST) of the total price as booking amount being part payment towards the Total Price of the Said office space which includes token amount/any advances paid at the time of application the receipt of which the Developer hereby acknowledges and the Allottees hereby agree to pay the remaining price of the Said office space as prescribed in the Payment Plan [SCHEDULE – D] as may be demanded by the Developer within the time and in the manner specified therein: Provided that if the Allottees delay in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottees shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of Developer payable at Kolkata at its office.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Purchasers/Allottees, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Developer with such permission, approvals which would enable the Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottees understand and agree that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Developer accepts no responsibility in regard to matters specified in para 4.1 above. The Purchasers /Allottees shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the commercial (legal) status of the Allottees subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottees to intimate the same in writing to the Developer immediately and comply with the necessary formalities if any under the applicable laws, The Developer shall not be responsible towards any third party making payment/ remittances on behalf of any Allottees, and such third party shall not have any right in the application/allotment of the said office space applied for herein in any way, and the Developer shall be issuing the payment receipts ONLY in favour of the Allottees.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Purchasers/Allottees authorize the Developer to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottees against the Said office space, if any, in his/her name and the Allottees undertake not to object/demand/direct the Developer to adjust his/her payments in any other manner.

5. TIME IS ESSENCE:

Time is of essence for the Developer as well as the Purchasers/Allottees. The Developer shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Purchaser/Allottee and the common areas to the association of the Allottee's after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser/Allottee shall make timely payments of the installment and other dues payable by him/her/it and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as provided in Schedule D ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/SAID OFFICE SPACE:

The Allottees have seen the proposed layout plan, specifications, amenities and facilities of the Said office space and accepted the floor plan, payment plan and the specifications, amenities and facilities as mentioned in the Schedule that has been approved by the Competent Authority, as represented by the Developer. The Developer has developed the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the

Developer undertakes to strictly abide by such plans approved by the Competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Municipal Authority.

7. POSSESSION OF THE SAID OFFICE SPACE:

7.1 Schedule for possession of the said office space - The Developer agrees and understands that timely delivery of possession of the Said office space to the Allottees and the common areas to the Association of Purchasers/Allottees is the essence of the Agreement. The Developer assures to hand over possession of the Said office space along with ready and complete common areas with all specifications, amenities and facilities of the project in place on September 2025 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 or due to ongoing COVID-19 pandemic or any other circumstances as may be prescribed by and under any Order and/or Notification issued by the Central Government or the State Government as the case may be from time to time ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchasers/Allottees agree that the Developer shall be entitled to the extension of time for delivery of possession of the Said office space, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottees agree and confirm that, in the event it becomes impossible for the Developer to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottees the entire amount received by the Developer from the allotment within 45 days from that date. The Developer shall intimate the Allottees about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottees, the Allottees agree that he/ she/they shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking possession** - The Developer shall intimate in writing to the Purchaser/Allottee within 30 days from the date of obtaining the Completion Certificate from the Competent Authority to take possession of the said office space. The Purchaser/Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Developer agrees and undertakes to indemnify the Purchasers/Allottees in case of failure of fulfillment of any of the provisions, formalities, documentation

on part of the Developer. The Developer on its behalf shall offer the possession to the Allottee in writing within 30 days of receiving the occupancy certificate of the Project and/or subsequent upon execution of the Deed of Conveyance in favor of the Purchaser/Allottee whichever is earlier.

- 7.3 Failure of Purchasers/Allottees to take Possession of Said office space** - Upon receiving a written intimation from the Developer as per para 8.2, the Purchasers/Allottees shall take possession of the Said office space from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Said office space to the Allottees. In case the Allottees fail to take possession within the time provided in para 8.2 such Allottees shall continue to be liable to pay interest on amount due and payable in terms of this agreement, maintenance charges as specified in para 8.2, municipal tax and other outgoings and for the period of delay in taking possession as applicable.

- 7.4 Possession by the Allottees-** After obtaining the completion certificate and handing over physical possession of the Said office space to the Allottees, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including common areas, to the association of Allottees upon its formation and Registration;

Provided that, in the absence of any local law, the Developer shall handover the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, within thirty days after formation and registration of the association of Allottees.

- 7.5 Cancellation by Allottees** - The Allottees shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottees proposes to cancel/withdraw from the project without any fault of the Developer, the Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money if any paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

- 7.6 Compensation** - The owner and the Developer shall compensate the Purchasers/Allottees in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by

limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the Said office space (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 8.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Developer shall be liable, on demand to the Allottees, in case the Allottees wish to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Developer in respect of the Said office space, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due;

Provided that where if the Allottees do not intend to withdraw from the Project, the Developer shall pay the Allottees interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Said office space which shall be paid by the Developer to the Allottees within forty- five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:

The Developer hereby represents and warrants to the Allottees as follows:

- (i) The Developer has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Developer has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There is no litigation pending before any Court of law or Authority with respect to the said Land, Project or the Said office space;
- (v) All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, said Land and Said office space are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation

to the Project, said Land, Building and Said office space and common areas till the date of handing over of the project to the association of Allottees;

- (vi) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchasers/Allottees created herein, may prejudicially be affected;
- (vii) The Developer has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the Said office space which will, in any manner, affect the rights of Purchasers/Allottees under this Agreement;
- (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the Said office space to the Purchasers/Allottees in the manner contemplated in this Agreement;
- (ix) At the time of execution of the deed of sale, the Developer shall handover lawful, vacant, peaceful, physical possession of the Said office space to the Purchasers/Allottees and the common areas to the association of Purchasers/Allottees once the same is formed and Registered;
- (x) The Scheduled Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Land;
- (xi) The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued irrespective of possession of said office space along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Purchasers/Allottees and the association of Purchasers/Allottees or not;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Developer in respect of the said Land and/or the Project.

(xiii) That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) The Developer fails to provide ready to move in possession of the Said office space to the Allottees within the time period specified in para 8.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the Said office space shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the Competent Authority;
- (ii) Discontinuance of the Owner's/Developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Developer under the conditions listed above, Purchasers/Allottees are entitled to the following:

- (i) Stop making further payments to Developer as demanded by the Developer. If the Allottees stop making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottees be required to make the next payment without any interest; or
- (ii) The Purchasers/Allottees shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottees under any head whatsoever towards the purchase of the Said office space, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice. The Allottees shall, prior to receipt of refund on the above account from the Developer, at his own costs and expenses, execute all necessary cancellation related documents required by the Developer;

Provided that where an Purchasers/Allottees do not intend to

withdraw from the Project or terminate the Agreement, he shall be paid, by the Developer, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Said office space, which shall be paid by the Developer to the Allottees within forty-five days of it becoming due.

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

- (i) In case the Purchasers/Allottees fail to make payments for consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottees shall be liable to pay interest to the Developer on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Purchasers/Allottee's under the condition listed above continues for a period beyond two consecutive months after notice from the Developer in this regard, the Developer upon 30 days with written notice may cancel the allotment of the Said office space in favour of the Purchasers/Allottee's and refund the money paid by the Purchasers/Allottee's by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID OFFICE SPACE:

The Developer, on receipt of Total Price of the said office space as per 'SCHEDULE - C' under the Agreement from the Purchasers/Allottee's, and also upon receipt of the Completion Certificate, the Purchaser/Allottee shall execute a deed of sale drafted by the Developer's Solicitor, as to be nominated by the Developer from time to time and convey the title of the said office space together with proportionate indivisible share in the Common Areas within 3 months from the date of receipt of the Total Consideration as per Schedule - D.

However, in case the Purchasers/Allottee's fails to deposit the stamp duty and/or registration charges within the period mentioned in the said notice, the Purchasers/Allottee may authorize the Developer to withhold registration of the deed of sale in his/her favor till payment of stamp duty and registration charges and the Allottee's shall be bound by its obligations as more fully mentioned in clause 8.3 of this agreement.

11. MAINTENANCE OF THE SAID BUILDING/SAID OFFICE SPACE/PROJECT:

The Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of Allottees, for a maximum period of 1 (one) year and/or till formation of Association whichever is earlier upon the issuance of the completion certificate of the Project.

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

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

The Purchaser/Allottee hereby agrees to purchase the said office space on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Purchaser/Allottee of all his/her/its 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 SAID OFFICE SPACE FOR REPAIRS:

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

15. USAGE:

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

16. GENERAL COMPLIANCE WITH RESPECT TO THE SAID OFFICE SPACE:

- 16.1 Subject to para 15 above, the Purchasers/Allottees shall, after taking possession, be solely responsible to maintain the Said office space at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the New Building, or the Said office space, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said office space and keep the Said office space, 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 New Building is not in any way damaged or jeopardized.
- 16.2 The Purchasers/Allottees further undertake, assure and guarantee that he/she/they would not put any sign-board / nameplate, neon light, publicity material or advertisement material etc. on the facade of the New Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchasers/Allottees shall not store any hazardous or combustible goods in the Said office space or place any heavy material in the common passages or staircase of the New Building. The Allottees shall also not remove any wall including the outer and load bearing wall of the Said office space.
- 16.3 The Purchasers/Allottees shall plan and distribute the electrical load in conformity with the electrical systems installed by the Developer and

thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottees shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

18. ADDITIONAL CONSTRUCTIONS:

The Purchaser/Allottee(s) hereby give consent to use and utilize the additional FAR (if any), to be sanctioned by Kolkata Municipal Corporation in respect of the land which may necessitate some changes and/or modifications to the existing Sanctioned Plan, in respect of the present project to be constructed. Accordingly, it is hereby declared that so far as the present project is concerned the additional FAR shall be achieved by the Developer by way of vertical extensions over the existing building block. The Developer may extend the size of the Project as presently envisaged by causing development of another Project/Building on land contiguous to the present Project whereupon the Developer shall be entitled to amalgamate the extended development by integrating it with this Project with shared infrastructure and common facilities.

19. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Developer executes this Agreement, it shall not mortgage or create a charge on the Said office space and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottees who have taken or agreed to take such Said office space. During the period of construction or before that, the Developer may obtain construction Finance but without creating any liability on Purchasers/Allottees.

20. APARTMENT OWNERSHIP ACT

The Developer has assured the Purchaser/Allottee that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Developer showing compliance of various laws / regulations as applicable in the said Act.

21. BINDING EFFECT:

Forwarding this Agreement to the Purchaser/Allottee by the Developer does not create a binding obligation on the part of the Developer or the Allottees until, firstly, the Purchasers/Allottees 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 Purchasers/Allottees and secondly, appears for registration of the same before the concerned Sub-Registrar (specify the address of the Sub-Registrar) as and when intimated by the Developer. If the Purchasers/Allottees fail to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Purchasers/Allottees and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Purchasers/Allottees for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Purchasers/Allottees, the application of the Purchasers/Allottees shall be treated as cancelled and all sums deposited by the Allottees in connection therewith including the booking amount shall be returned to the Allottees without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said office space.

23. RIGHT TO AMEND:

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

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE:

25.1 The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottees in not making payments as per the Payment Plan [Annexure - C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottees that exercise of discretion by the Developer in the case of one Allottee shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other Allottees.

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

26. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the Allottees have to make any payment, in common with other Allottees) in Project, the same shall be the proportion which the carpet area of the Said office space bears to the total carpet area of all the Said office spaces in the Project.

28. FURTHER ASSURANCES:

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

29. PLACE OF EXECUTION:

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

30. NOTICES:

That all notices to be served on the Purchasers/Allottees and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchasers/Allottees or the Developer by Registered Post at their respective addresses as mentioned in this Agreement or through e-mail.

It shall be the duty of the Purchaser/Allottee and the Developer to inform each other of any change in the address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Developer or the Allottees, as the case may be.

31. JOINT ALLOTTEES:

That in case there are Joint Allottees, all communications shall be sent by the Developer to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Allottees.

32. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this

Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable 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 under the Arbitration and Conciliation Act, 1996.

[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure 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.]

34. MISCELLANEOUS:

- 34.1 The Purchasers/Allottees prior to execution of the Deed of Sale nominates his/her/their provisionally allotted said office space unto and in favor of any other person or persons in his/her/their place and stead, the allottee may do so with the permission of the Developer subject to payment of administrative charges @3% (three per cent) of the total price to the Developer.
- 34.2 In the event of the Allottees obtaining any financial assistance and/or loan from any bank/ financial institution, the Developer shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottees and the Bank/ financial institution, SUBJECT, HOWEVER, the Developer being assured of all amounts being receivable for sale and transfer of the Said office space and in no event the Developer shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottees from such bank/ Financial Institution.
- 34.3 That the unit along with the car parking space is collectively referred to as the said Property and the identification of the car parking space is solely for the purpose of providing convenience to the Allottee's of the said project.

- 34.4 In case payment is made by any third party on behalf of Purchasers/Allottees, the Developer will not be responsible towards any third party making such payment/remittances on behalf of the Purchasers/Allottees, and such third party shall not have any right in the Application and/or Provisional Allotment, if any, in any manner whatsoever and the Developer shall issue the payment receipts in the name of the Allottees only.
- 34.5 In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Developer, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Developer shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the 'SCHEDULE - E'.
- 34.6 The Purchaser/s undertake not to object or cause any obstruction to any further developments being carried out in phases on the Land parcels adjacent to Said Land, and reserve only the right to share common infrastructure i.e. driveway, club and other amenities with such future phase/phases in terms of Rule 10 under the said Act by the Developer in future. The Purchaser/s hereby give their clear and unambiguous assent /consent to such future developments of the Project.
- 34.7 The Possession Date has been accepted by the Purchasers/Allottees. However, if the said office space is made ready prior to the Completion Date, the Purchasers/Allottees undertake and covenant not to make or raise any objection to the consequent preponement of his/her/their/its payment obligations, having clearly agreed and understood that the payment obligations of the Purchasers/Allottees are linked inter alia to the progress of construction, and the same is not a time-linked plan.
- 34.8 The right of the Purchasers/Allottees shall remain restricted to his/her/their respective Said office space and the common area appurtenant thereto as laid down in common amenities and the Allottees shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other office space and/or any other portions of this Project.
- 34.9 The Developer shall also be entitled, with the permission of the concerned authorities, to construct additional storey or stories on the roof of the New

Building or any part thereof and to deal with, use, let out, convey and/or otherwise transfer the same to any person for such consideration and in such manner and on such terms and conditions as the Developer, in their sole discretion, may think fit and proper. In the event of any such construction, the roof of such added construction being the ultimate roof for the time being, shall then become a Common Area for all the Co-owners of the New Building where the Developer shall shift the Over-head Water Tank and other common installations Subject to exclusion of the roof right already sold, transferred and/or conveyed along with particular Office space to any specified purchaser.

- 34.10 If due to any act, default or omission on the part of the Allottees, the Developer is restrained from construction of the Project and/or transferring and disposing of the other Said office spaces in the Project, then and in that event without prejudice to the Owner's/Developer's such other rights the Allottees shall be liable to compensate and also indemnify the Developer for all losses, damages, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Developer.
- 34.11 The Developer will not entertain any request for modification in the internal layouts of the office space. In case the Purchasers/Allottees desire (with prior written permission of the Builder) to install some different fittings /floorings on his/her/their own within the Said office space booked, he/she/they will not be entitled to any reimbursement or deduction in the value of the Said office space. For this purpose, in only those cases where the Allottees have made full payment according to the terms of payment, at its sole discretion, the Builder may subject to receipt of full payment allow any Allottees access to the office space prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottees provided that such access will be availed in accordance with such instructions of the Developer in writing and that the right of such access may be withdrawn by the Developer at any time without assigning any reasons.
- 34.12 The Allotment is personal, and the Allottees shall not be entitled to transfer, let out, alienate the Said office space without the specific consent in writing of the Developer, PROVIDED, HOWEVER, after the full payment of the entire price and other amounts and registered sale deed the Allottees shall be entitled to let out, grant, lease and mortgage and/or deal with the Said office space for which no further consent of the Developer shall be required. All the provisions contained herein and

the obligations arising hereunder of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Said office space in case of a transfer, as the said obligations go along with the Said office space for all intents and purposes.

34.13 The cost of maintenance will be paid/borne by the Purchasers/Allottees to the Developer from the date of intimation of possession or from the date of registration of deed of sale, whichever is earlier, till handover of maintenance of the project to the association of Allottees and thereafter to the association of Allottees. The Allottees shall, before taking possession of the said office space, pay @Rs. 100/- per sq. ft. on the built-up area of the said office space together with applicable GST towards cost of such maintenance for the initial period of one year. The Allottees shall additionally pay @Rs. 50/- per sq. ft. on the built-up area of the said office space towards Sinking/Corpus Fund. Maintenance Expenses shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Allottees and all other expenses for the common purposes to be contributed, borne, paid, and shared by the Allottees of the said Project including those mentioned hereunder. The Developer for providing the maintenance services of the project will be entitled to the administrative charges of 15% of maintenance expenses/charge. However, the first year maintenance charges as mentioned herein are inclusive of the aforesaid administrative charges.

- Establishment and all other capital and operational expenses of the Association.
- All charges and deposits for supplies of common utilities.
- All charges for the electricity consumed for the operation of the common machinery and equipment and lighting.
- Cost of operating the firefighting equipment and personnel, if any.
- All expenses for insuring the New Building and/or the common portions, inter alia, against earthquake, fire, mob violence, damages, Civil commotion etc.
- All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-

constructing, lighting and renovating the common portions, including the exterior or interior (but not inside any office space) walls of the New Building/s.

- All expenses for running and operating all machinery, equipment, and installations comprised in the common portions, including lifts, pumps, generator, Firefighting equipment, CCTV, EPABX etc. and other common installations including their license fees, taxes and other levies (if any) and all the lights of the common area.
- Municipal tax, multi-storied building tax, water tax and other levies in respect of the New Building/s save those separately assessed for the said office space of Allottees.
- Creation of sinking fund for replacement, renovation and other periodic expenses of equipment.
- The salaries of and all other expenses of the staff to be employed for the common purposes, viz. Manager, Clerks, Security personnel, sweepers, Plumbers, electricians etc. including perquisites, Bonus and other emoluments and benefits.
- All the fees and charges payable to the agency, if appointed for the looking after the maintenance services including all the statutory taxes.

That the Developer, has estimated the cost for first year maintenance charges, as per present indexation and on thumb rule basis, as such it shall not have any obligation to submit any account with regards to said maintenance charges to the Allottees. However, neither the Developer shall ask for any extra amount on that account, for the said period, nor the Allottees shall ask for any deduction for the same.

- 34.14 It is clarified that the defect liability responsibility of the Developer shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorized modifications or repairs done by the Allottees or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipment (v) accident and (iv) negligent use. Provided that where the manufacturer warranty as shown by the Developer to the Allottees ends before the defect liability period and such warranties are covered under the maintenance of the said Office space/building/phase

- wing and if the annual maintenance contracts are not done/renewed by the Allottees, the Developer shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendor/Confirming Parties/Manufacturers 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 both the Said office spaces and the Common project amenities wherever applicable. The Allottees have been made aware and the Allottees expressly agree that the regular wear and tear of the Office space/Building/phase/wing excludes minor hairline cracks on the external and internal walls excluding the RCC structure which occur due to variation in temperature of more than 200-degrees Centigrade and which do not amount to structural defects and hence cannot be attributed to either poor workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottees, it shall be necessary to appoint an expert who shall be a surveyor nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Office space and in the workmanship executed.
- 34.15 That Purchasers/Allottees shall not have and/or claim any right of whatsoever nature over the ultimate roof of the Lift Machine Room / Overhead Tank/Stair Head Room of the newly constructed buildings in the said project "PRASAD CENTRAL" and the Developer shall have exclusive right over the same to install Hoardings/Neon Sign, Bill Boards / Advertisements etc. on the same or on the facade or terrace of the building or a portion of the boundary wall and shall be entitled to all the revenue out of the same, however, Developer shall only be liable for the payment of all the necessary electricity, any or all statutory charges, taxes, levies and outgoings, as may be imposed by the authority/ authorities for the same.
- 34.16 That on and from the date of possession of the said office space, the Allottees shall:
- a. Cooperate in the management and maintenance of the said project "PRASAD CENTRAL".
 - b. Observe, comply and abide by the rules framed from time to time by the Developer and subsequently by the Association, after the same is formed, for the beneficial common use and enjoyment of the common areas, amenities and facilities provided in the said project.

- c. Pay and bear the proportionate share of the expenses to be incurred in common to the Developer, until formation of the Association including the GST.
- d. The Purchaser/Allottee shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever, and in the event of any default, the Allottees shall be liable to pay interest @ 2% per month on the due amounts, and if such default shall continue for a period of three months, then and in that event, the Allottees shall not be entitled to avail of any of the facilities, amenities and utilities provided in the said project and the Developer/Association as the case may be, shall be entitled to take the following measures and the Allottees hereby consents to the same:
 - i) To discontinue the supply of electricity to the "Said Office space".
 - ii) To disconnect the water supply
 - iii) Not to allow the usage of lifts, either by Allottees, and visitors.
 - iv) To discontinue the facility of DG Power back-up.
 - v) To discontinue the usage of all amenities and facilities provided in the said project "PRASAD CENTRAL" to the Purchaser/Allottee and visitors.
- e. The above said discontinuation of some services and facilities shall not be restored until such time the Allottees have made payment of all the dues together with the interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Developer/Association to realize the due amount from the Allottees.
- f. Use the said office space for commercial purpose only.
- g. Use all path, passages, and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by Developer or the Association, upon formation, in writing.
- h. Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof.
- i. Not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other office spaces in the New Building and/or the adjoining building/s.

- j. Not to place or cause to be placed any article or object in the common area.
- k. Not to injure, harm or damage the Common Area or any other Office spaces in the New Building by making any alterations or withdrawing any support or otherwise.
- l. Not to park any vehicle 2/4 wheeler, in the said project, unless the facility to park the same is obtained and/or acquired by Allottees.
- m. Not to make any addition, alteration in the structure of the building, internally within the office space or externally within the project, and shall not change the location and/or design of the window and balcony grills (provided by the Developer) and duly approved and finalized by the architect of the project.
- n. 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 Allottees and/or occupiers of the said project.
- o. Not to keep in the said office space any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said office space and/or any other office space in the said project.
- p. 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 office space' which in the opinion of the Developer / Association differs from the colour scheme of the building or deviation or which in the opinion of the Developer/ Association may affect the elevation in respect of the exterior walls/glass facade of the said building.
- q. Not to use the Said office space or permit the same to be used for any purpose whatsoever other than commercial 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 Allottees and other co-owners of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any 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 kutchra or pucca construction grided wall/enclosures thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

- r. Not to allow and/or use the office space as a residential unit for the purpose of dwelling and/or lodging of person or persons.
- s. Not to use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- t. Not to let out or part with possession of the Car/Two-wheeler(s) Parking Space except as a whole with the Said office space to anyone else, or except to a person who owns the said office space in the New Building and the Allottees will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars.
- u. Not to encumber the Said office space/ office space in any manner, except for raising the loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of deed of sale for the Said office space/ office space in favour of the Allottees.
- v. To ensure that all interior work of furniture, fixtures and furbishing of the said office space, or any repairs or renewals thereto, is carried out during night hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Co-Allottees.

34.17 The Developer has already executed several Sale Agreements with prospective Allottees in the agreed format.

34.18 GREEN BUILDING

The Developer with a view to support and contribute towards promoting a "Eco-Friendly" "Green Environment", has undertaken to construct the said Project in compliances to the guidelines laid down by The Indian Green Building Council and in terms thereof had obtained a certification of "Gold Rating" through the Indian Green Building Council for the said Project "Prasad Central". The Developer recommends to the Purchaser/Allottee herein that: -

- i. The Purchaser/Allottee should install an energy efficient lighting and/or shall use energy efficient electrical equipment so as to minimize the lighting power density in the said office Space

- ii. The Purchaser/Allottee shall not change the plumbing, fittings and fixtures provided by the Developer in the said office space and, in case they are changed, the Purchaser/Allottee shall ensure that new fittings and fixtures do not exceed the existing flush and floor rates as recorded in the "Green Building Manual" of the Indian Green Building Council.
- iii. The Purchaser/Allottee shall make arrangement for collection of Organic Inorganic and E-Waste and to hand over the same separately to the Maintenance Agency appointed by the Developer and/or by the association to be formed thereafter.
- iv. That the Purchaser/Allottee shall ensure that while carrying out the work of interior decoration in the said office space, as far as possible, local material should be utilized as well as rapidly renewable material and material which is salvaged and with a high recycled content.
- v. That the Purchaser/Allottee shall ensure that Low VOC Paints, Adhesives and Sealants should be utilized in the interior / exterior / additions / modifications work
- vi. That Bio-degradable materials should be used in carrying out such interior work / finishing.
- vii. To utilize Electric Charging Points for Electric Vehicles provided by the Developer in the basement/podium parking.
- viii. The Purchaser/Allottee shall be liable to:-
 - a) use of low VOC primer and paint (less than 50 grams/litre)
 - b) Use of alternate materials of natural timber in full wood work
 - c) Use of primer and paint having VOC 50 grams/litre
 - d) Use of local material/items
 - e) Full adherence to Make in India policy
 - f) VRF (Variable flow refrigerant system) with COP – 4.0 at full load.
 - g) BEE 5 Star rated split Air Conditioning Units and BEE 3 star rated other equipment's.
 - h) LED lightings
 - i) Eco friendly refrigerants.

The details of the said compliances are available to the Purchaser/Allottee in the "Green Building Manual" of the Indian Green Building Council

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Developer:

Signature:

Name:

Address:

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Confirming Party :

Signature:

Name:

Address:

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottees: (including joint buyers)

(1) Signature:

Name:

Partner :

Address:

Please affix Photograph and Sign across the photograph
--

At Kolkata on _____ (date) in the presence of:

WITNESSES:-

1. Signature:

Name:

Address: 16, Sudder Street, Kolkata - 700016

2. Signature :

Name:

Address: 16, Sudder Street, Kolkata - 700016

SCHEDULE 'A'
(Said Land)

ALL THAT the piece and parcel of free hold land ad-measuring 1 Bigha, 1 Cottha, 1 Chittack and 5 square feet to be the same little more or less comprised in premises no 14/1, Sudder Street, Post Office and Police Station New Market, Kolkata-700 016, under the Kolkata Municipal Corporation Ward no. 63 together with partly two storied and partly one storied very old brick built structures of about 4575 sq. ft. and several asbestos sheds structures of about 4654 sq. ft. standing thereon butted and bounded as follows :

- On the North : Partly by premises No. 7E, Lindsay Street and Partly by premises No. 6A and 6B, Lindsay Street;
 On the South : By Sudder Street;
 On the East : By Premises No. 14, Sudder Street;
 On the West : By Premises No.14/2, Sudder Street.

Together with the boundary wall and structures/building therein and all easement rights and all other rights, appurtenances and inheritances for access and user of the said Land.

SCHEDULE 'B'
Part - 1
(Said office space)

ALL THAT Said office space being No. ____ on the ____ Floor, total ad-measuring ____ sq. ft. carpet area together with right to park (.....) nos. of road worthy cars (light motor vehicle) on ____ Floor Level, identified as being Car park no, together with undivided proportionate share of the land underneath the building together with right to use the common area, amenities and facilities more fully mentioned in SCHEDULE - E & F, of the said project "Prasad Central" at premises No.14/1, Sudder Street, Post Office and Police Station New Market, Kolkata-700 016, under the Kolkata Municipal Corporation Ward no. 63.

SCHEDULE 'C'
(Total Consideration)

The Purchasers/Allottees agree to purchase the said commercial office space being office No. on the Floor, total ad-measuring sq. ft. carpet area together with right to park (.....) nos. of road worthy cars (light motor vehicle) space on Floor Level, identified as being Car park no, be the same a little more or less in "PRASAD CENTRAL" at 14/1, Sudder Street, Kolkata - 700016 for a total consideration of Rs./- (Rupees Only) including GST if any & other cost, in "PRASAD CENTRAL" at 14/1, Sudder Street, Post Office and Police Station New Market, Kolkata-700 016, to be paid by the Allottee(s) to the Developer in the manner as stated hereunder:-

(a)	The Said office space (undivided proportionate land share in Said Premises)	Rs./-
(b)	GST on said office space at applicable rate%	Rs./-
(c)	Miscellaneous Charges including applicable GST (Rs./- + 18% GST)	Rs./-
(d)	Extra Work Charges	Rs./-
Total-		Rs./-

(Rupees Only)

N.B.:

Price includes right of user in Common Areas.

Price includes GST and cost of additional features/facilities provided at the request of the Purchasers/Allottees.

Deposit and charges of electric meter to be provided by CESC Limited, costs for registration of transfer documents, legal fees, deposit for maintenance and taxes are excluded from Price etc. details of which are mentioned below:

Description	Amount (Rs.)
CESC Deposit	NIL
Maintenance Deposit (@ Rs. 100/- per Sq.ft.)	Rs./-
Sinking Fund Deposit (@ Rs. 50/- Per Sq. Ft.)	Rs./-
Total	Rs./-

In addition to the abovementioned amounts, the Allottees shall also pay to the Developer the following amounts:

(a) In case the Purchasers/Allottees request any additions or alterations and/or change in the layout or specification with regard to construction of the Said office space in excess of those specified in this agreement, then without prejudice to the right of the Developer to refuse or deny the same, in case the Developer, in its sole discretion agrees to do the same or any part thereof, the Allottees shall be liable to pay upfront the full costs charges and expenses for the Developer doing the same.

(b) Proportionate share of any costs charges and expenses for setting up or providing any additional, or extra common area or installation in variation and/or addition to those mentioned in the THIRD SCHEDULE hereinabove written.

(c) Security Deposit and the expenses as may be required by CESC Limited or other electricity provider for individual meter in respect of the Said office space directly with CESC Limited or other provider and proportionate share of the security deposit in respect of the common meters in respect of the Common Areas and Installations.

(d) Fees and expenses, if any, payable to any KMC, municipality or other authority towards sale or transfer permission fees or otherwise in respect of the construction, sale or transfer envisaged hereunder.

(e) All stamp duty, registration fees and allied expenses on execution and registration of this agreement and of the sale deed or deeds and other documents to be executed and/or registered in pursuance hereof.

(f) GST or any other statutory charges/levies by any name called, if applicable and payable on construction of the Said office space or on the transfer thereof and/or on any amount or outgoing (including Maintenance Charges) payable by the Allottees in respect of the Said office space.

(g) All taxes, levies, betterment fees, development charges etc., under any statute rules and regulations on the said premises and/or the Said office space and/or the Said Block and/or the New Buildings or on the construction or transfer of the Said office space envisaged hereunder payable by the Allottees wholly if the same relates to the Said office space and otherwise proportionately.

**'SCHEDULE 'D'
PAYMENT PLAN
(Mode of Payment of the Total Consideration)**

Payment Schedule:

Sl. No.	Particulars	% Consideration
1	Application / On Booking	10%
2	Casting of Ground Floor	15%
3	Casting of 3 rd Floor	15%
4	Casting of 6 th Floor	15%
5	Completion of Brick Wall / Plaster / Flooring	20%
6	Completion of Paint & Glass Elevation	15%
7	On Possession	10% + Other Charges + Maintenance Deposits & Sinking Fund

SCHEDULE 'E'
(SPECIFICATIONS, AMENITIES & FACILITIES)
(Specifications)

STRUCTURE:

RCC framed structure on DMC Pile foundation.

FLOORING:

Quality marble / granite / tiles in main entrance lobby, lift lobby and staircase of all floors. Marble / vitrified tiles in office area.

WALL TREATMENT:

Plaster of Paris treatment in office area, tiles / paintings in staircases.

EXTERIOR:

Front elevation of the building will be finished with combination of ACP and energy efficient glass facade. And balance portion by decorative exterior paints.

INTERIOR:

Entrance / lift lobbies will be finished by elegant décor exclusive granite / marble / tiles will be used for floors.

LOBBY:

Grand air conditioned decorated entrance lobby at Ground Floor

DOORS:

Aluminium / wooden door will be provided for office and wooden flush door for toilets and pantry.

WINDOWS:

Aluminium casement / sliding window will be provided.

TOILET:

WC, urinals and wash basins with CP fittings will be provided in common toilets.

LIFTS:

Fully automatic lifts of Mitsubishi made will be provided.

ELECTRICAL:

Main DB will be provided in office area will be completed with copper wiring.

GENERATOR:

Provision for generator suitable for operating lifts, pumps and lighting for common areas.

FIRE PROTECTION:

Adequate provision for fire detection and fighting arrangement shall be provided.

SECURITY:

Intercom facility, CC camera will be provided, and the adequate security guards will be provided for the purpose of safety and security.

CAR PARKING:

Adequate open car parking space will be provided in parking lot on the open space of the premises and covered car parking space will be provided in parking lot at the Basement and Ground Floor of the building/complex.

SCHEDULE 'F'

(COMMON AREAS, AMENITIES & FACILITIES)

Areas : (a) Open and/or covered paths and passages (and not any other vacant land), (b) Lobbies, Waiting Lounge and Staircases, (c) Access to the Roof and/or Terrace on the Top floor of the New Building, (d) Stair head Room, (e) Lift Machine Room and Lift Well, (f) Boundary walls and main gates of the New Building, (i) Common Toilet on the ground floor, (j) Durwan/Guard/Caretaker's Room, (k) Electrical Meter Room, (l) and other areas provided for common use of all the residents of the Building/s.

Water and Plumbing: (a) Water Reservoirs, (b) Water Tanks, (c) All supply / drain Water Pipes (save those inside any office space, (d) KMC Water Line, (e) Deep Tube Well, (f) Fire Fighting System, (g) Water Treatment Plant.

Electrical Installations: (a) Wiring and Accessories for lighting of common areas, (b) Electrical installations relating to meter for receiving electricity from CESC Ltd., (c) Pump and Motor, (d) Lift with all its installations, (e) Diesel Generator Set with its installations, of sufficient capacity for providing maximum 5 KVA backup power to each office space, (f) EPABX / Intercom system/CCTV.

(a) Drains, Sewers and pipes, (b) Drainage connection with KMC.

Others: Other common area and installations and/or equipment as are provided in the New Building for common use and enjoyment.

Amenities

Firefighting system

Automatic Elevators

CCTV monitoring & surveillance system (on the Ground Floor)

Power Backup for common area as well as office space.

SCHEDULE "G"
(The Common Expenses)
MANDATORY CHARGES

1. Association/Society: Establishment and all other capital and operational expenses of the Association/Society.
2. Common Utilities: All charges and deposits for supplies of common utilities.
3. Electricity: All charges for the electricity consumed for the operation of the common machinery and equipment.
4. Fire Fighting: Cost of operating the fire-fighting equipment and personnel, if any.
5. Insurance: All expenses for insuring the New Building and/or the Common Portions, inter-alia, against earthquake, fire, mob violence, damages, civil commotion etc.
6. Litigation: All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portion.
7. Maintenance: All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions, including the exterior or interior (but not inside any Office space) walls of the New Building.
8. Operational: All expenses for running and operating all machinery, equipment and installations comprised in the Common Portions, including lifts, pumps and other common installations including, their license fees, taxes and other levies (if any) and the lights of the Common Areas.
9. Rates and taxes: Municipal Tax, Multistoried Building Tax, Water Tax and other levies in respect of the New Building Save those separately assessed on the Allottees.
10. Reserves: Creation of fund for replacement, renovation and other periodic expenses.
11. Staff: The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, clerks, security personnel,

liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

MEMO OF CONSIDERATION

RECEIVED from the within named Purchaser/Allottee the sum of Rs. /- (Rupees Only) including GST through transfer being part payment of the total Consideration in respect of office space No. on the Floor, total ad-measuring sq. ft. carpet area (more or less) together right to park (.....) nos. of road worthy cars (light motor vehicle) on Floor Level, identified as being Car park no, of the commercial complex comprised in the Project "PRASAD CENTRAL" at Premises No. 14/1 Sudder Street, Police Station New Market, Post Office New Market, Kolkata - 700016 as mentioned herein the Said Agreement. The details payment mentioned hereinbelow :-

Cheque/ITR No.	Date	BANK	Branch	In favour of	Amounts (Rs.)
Total -					

(Rupees Only)

WITNESS:

WITNESS:

NILAMBUR CREATORS LLP

ANNEXURE

10/10/2019

Separate Sheet attached Layout Plan marked as "B".

NILAMBUR CREATORS LLP



Partner

=====

DATED THIS ____ DAY OF _____, 202.,

=====

BETWEEN

LYTTON HOTEL PRIVATE LIMITED
 ...VENDOR/CONFIRMING PARTY

AND

NILAMBUR CREATORS LLP

...DEVELOPER

AND

1)

PURCHASERS/ALLOTTEES

AGREEMENT FOR SALE

.....

NILAMBUR CREATORS LLP



Partner

NILAMBUR CREATORS LLP