

**THIS AGREEMENT FOR ASSIGNMENT ("AGREEMENT") SIGNED
AND EXECUTED ON THIS _____ DAY OF _____, 20__**

RE: SERVICE APARTMENT/ RESIDENTIAL FLAT

By and Between

M/s REVERA MILK & FOODS PRIVATE LIMITED(PANAADCM0732H), a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at Room No. 4, ANNA BHUVAN, 3rd Floor, 87C, DevjiRatansi Marg, Dana Bunder, Mumbai - 400009, and also 54/10, Debendra Chandra Dey Road, P.O. - Tangra, P.S- Tangra ,Kolkata - 700015 , represented by _____ (PAN: _____), (AADHARNO: _____), son of _____, residing at hereinafter referred to as the **PROMOTER/ASSIGNOR** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in respect of the companies their respective successor or successors-in-interest and assigns and in respect of the individuals their respective heirs, legal representatives and assigns) of the **ONE PART**.

And

 

[If the Allotee/Assignee is an individual]

Mr. __, (Aadhaar no. ____) son of ____ aged about years, residing at ____ (PAN ____), hereinafter referred to as the

“**ALLOTEE/ASSIGNEE**” (which expressions shall unless repugnant to the context or meaning thereof be deemed to mean the heirs, executors, administrators and permitted assigns) of the **OTHER PART**

[Or]

[If the Allotee/Assignee the company]

____ (CIN no. ____), a company incorporated under the provision 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 “**ALLOTEE/ASSIGNEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in interest, executors, administrators, and permitted assignees) of the **OTHER PART:**

[or]

[If the Allotee/Assignee is the Partnership Firm or a LLP]

____ a partnership firm (or a Limited (**or A LLP**) registered under the Indian Partnership Act, 1932 (or registered under the Limited

Liability Partnership Act 2008) having its principal place of business at (PAN-___), represented by its authorized Partner, ___ (Aadhar No. ___) authorized vide ___ hereinafter referred to as the **"ALLOTEE/ASSIGNEE/"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the present Partners for the time being of the Firm/LLP, the survivor or survivors of them, their heirs, executors and administrators of the last surviving Partner and his /her/ their assigns.) of the **OTHER PART:**

[or]

[If the Allotee/Assignee is a HUF]

Mr.....(PAN No.....) son of _____, aged about, for self and as the Karta of the Hindu Joint Mitakshara Family known asHUF, having its place of business/ residing at _____, (PAN no. _____) hereinafter referred to as the **"ALLOTEE/ASSIGNEE"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the members or member for the time being of the said HUF and their respective heirs executors, administrators, and permitted assigns as well as the members of the said HUF, their heirs , executors, administrators, successor in interest and permitted assigns,) of the **OTHER PART:**

The **Promoter/Assignor** and **Allotee / Assignee** shall hereinafter collectively be referred to as the **"parties"** and individually as a **"party"**.

WHEREAS:

- A. One **WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. (herein referred to as "WBHIDCO")** invited lease bids covering a duration of 99 years for Plot No. CF-2, encompassing an area of 2.75 acres within the Sub-CBD area of Action Area-I in New Town, Kolkata-700156 (herein referred to as **"THE SAID PREMISES"** and morefully described in the **SCHEDULE-A** hereunder written) by Notice bearing No. C-141/HIDCO/Admn-2001/2012 dated 21.01.2014.
- B. The Assignor, herein, was declared the highest successful bidder, as communicated through WBHIDCO Memo No. C-621/HIDCO/Admn-2001/2012 dated 07.08.2014.
- C. On April 19, 2016, an Indenture of Lease (hereinafter referred to as the 'Principal Lease') was executed and entered into between WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LTD., referred to as the LESSOR, on the One Part, and M/s REVERA MILK & FOODS PRIVATE LIMITED, referred to as the LESSEE, on the Other Part, being the Promoter/Assignor herein and the Principal Lease is duly registered with the Additional District Sub-Registrar, Rajarhat, in Book No. I, Volume No. 1523-2016, Pages 264496 to 264521, as Deed No. 152308662 for the year 2016 whereby the LESSOR therein granted a lease unto the LESSEE for ALL THAT piece and parcel of land measuring approximately 11133.495 sq.m. (1.113 Hectare), more or less, identified as Plot No. CF-2, Premises No. 02-0178 in Action Area-I, located in New Town, Kolkata, within the jurisdiction of New Town Police Station, District

North 24 Parganas, presently falling within the panchayat area of Mouza-Mahisbathan, J.L. No. 18 under Mahisbathan – II, G.P. The detailed description of the premises is provided in the Schedule mentioned therein and also outlined in **SCHEDULE-A** herewith, hereinafter referred to as "**THE SAID PREMISES**".

This lease is for a duration of 99 years, commencing from April 19, 2016, and concluding on April 19, 2115 with the right of renewal for an additional 99 years, subject to the terms and conditions specified therein.

- D. The fundamental terms of the Lease dated April 19, 2016, granted by the Lessor to the Lessee therein/Promoter /Assignor herein are as follows:
- (i) The Lease term shall be 99 (Ninety-nine) years from date of possession renewable for a like term;
 - (ii) Principal use of the land shall be "Assembly-Mercantile (Retail)".
 - (iii) The Lessee shall pay the Annual Lease Rent at the nominal rate of 0.25% of the Lease premium per annum within 30th April of every financial year from the date of registration of the lease deed.
 - (iv) The Building(s) constructed thereon or the structure(s) constructed thereon /or any part thereof may be allowed for sub-leasing/sub-letting/assignment by the Lessor 'in principle' on specific proposal keeping the principal use unchanged and on payment of prescribed fees, if any.
 - (v) There shall be an option of renewal of the lease period for a like

term of 99 years on such terms and conditions as may be imposed by the Lessor and included in such renewal lease deed.

(vi) The Lessee and all subsequent Sub-Lessees/Assignees will be subject to the rules, regulations and restrictions contained in the Principal Lease.

E. The Promoter/Assignor is fully competent to enter into this Agreement, and all the legal formalities with respect to the respective right, title and interest of the Promoter/Assignor regarding the Said Premises on which the Project is to be constructed have been completed.

F. The Promoter/Assignor has undertaken the development of the said Premises to construct an "Assembly Cum Retail Complex" with mixed-use, incorporating residential elements in a phased manner. This development consists of two buildings/towers, and all necessary statutory consents, approvals, permissions, and sanctions will be obtained as required. The NKDA has duly sanctioned two buildings/towers of B+G+XIII, comprising Mercantile (Retail), Commercial Space, Office Space, and Service Apartments with a semi-commercial nature. Additionally, residential flats with amenities and facilities have been included, earmarked for common use by the occupants of the residential area.

"Service Apartment" shall mean a self-contained residential unit/ Apartment with a semi-commercial nature, with features of some commercial attributes and serves a dual functionality, primarily as a

residential space but with certain aspects facilitating commercial usage or services.

“Residential Flat” shall exclude “Service Apartment” and shall mean a self-contained Apartment to be exclusively used for residential purposes, consisting of living areas, bedrooms, a kitchen, and bathroom facilities.

The area from the IV floor to the XIII floor of the two buildings/towers has been designated for Service Apartments, exhibiting a semi-commercial nature, as well as Residential Flats. This section will feature demarcated areas/zones specifically intended for residential purposes. This designated space, hereinafter referred to as the “Residential Area,” is detailed in the **SCHEDULE - B** provided herewith. The Residential Area will encompass “shared common areas and facilities”, as **described in the SCHEDULE - D**, as earmarked for common use by the occupants of the Apartment owners within the Residential Area.

The area spanning from the ground floor to the third floor is designated exclusively for Retail/Commercial purposes. A detailed description of this space is provided in **SCHEDULE - C hereunder written**. Within the Commercial Common Areas, specific portions are earmarked, demarcated, and specified for the use of occupants from both the Residential and Service sections, as well as the Commercial section. These designated portions within the Commercial Common Areas, referred to as the **“Shared Common Areas,”** are elaborated in **SCHEDULE - D** appended hereto.

Collectively, the entirety of this development, inclusive of the Residential, Service, and Commercial sections, along with the Shared Common Areas, is hereinafter referred to as the "Project".

- G. The Promoter / Assignor herein obtained a sanctioned plan for the erection of the B+G+XIII Storied Mercantile (Retail)- Assembly Building on the said plot by the Sanctioning Authority, New Town Kolkata Development Authority vide Building PIN 0020017820230728 dated 28.07.2023. The Promoter / Assignor agrees and undertakes that the Promoter/Assignor shall not make any changes to these layout plans except in strict compliance with Section 14 of the Real Estate (Regulation and Development) Act, 2016 ("Act") and other Laws as applicable.
- H. The Promoter/Assignor has registered the Project under the Provisions of the Act with the **Real Estate Regulatory Authority at Kolkata number _____ on _____ under Registration No. _____.**
- I. The Assignee/Allottee, having been apprised of the Project and its details through advertisements by the Promoter/Assignor, and/or relying on the "leasehold title" as represented and provided by the Promoter/Assignor, and having reviewed the Principal Lease, papers and documents available on the Promoter/RERA website link, hereby acknowledges their understanding of the Project, and after a preliminary assessment and inspection of the Plan, designs, and specifications, as approved by Competent Authorities and having been satisfied with all of the above, the Allottee/ Assignee applied for

the allotment of a **Service Apartment, presenting a semi-commercial nature/Residential Flat** in the Project through application _____ dated _____, and upon the provisional allotment letter dated _____, the Allottee/Assignee has been provisionally allotted **ALL THAT one Service Apartment, presenting a semi-commercial nature/Residential Flat** numbered _____, with a carpet area of _____ square feet, more or less, categorized as type _____ on the _____ floor in the Project ("**Apartment**"), together with provisional permission to utilize covered/mechanical parking space(s) numbered -----, as permissible under applicable laws. This parking space is earmarked with the Flat and is considered and/or always to be considered as 'limited common area' within the meaning of the West Bengal Apartment Ownership Act 1972. This collectively refers to as "Car Parking Space. Furthermore, the Allottee/Assignee holds a pro-rata share in the Residential Common Areas, defined under clause (n) of section 2 of the Act, referred to as "Shared Common Areas," along with the common right to use (without any pro-rata share) the Shared Common Areas as outlined in this agreement.

All the aforementioned collectively constitute the "Apartment," as specifically described in SCHEDULE - E appended hereto, including the floor plan of the Flat annexed as SCHEDULE - I.

- J. The Parties have gone through all the terms and conditions set out in this Agreement and have understood their mutual rights and obligations as detailed herein.
- K. The Parties have also gone through the additional disclosures

and/or details as set out in **SCHEDULE - H** to this Agreement and have understood and accepted the same.

- 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 the applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- N. In accordance with and subject to the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter/Assignor hereby agrees to transfer and the Allotee/Assignee hereby agrees to acquire on **'assignment basis'**, ALL THAT the Apartment and covered/mechanical parking space(s) as specified in **Paragraph - I above**, and **as specifically described in SCHEDULE -E appended hereto, including the floor plan of the Flat annexed as SCHEDULE - 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/Assignor, hereby agrees to transfer to the Allotee/Assignee and the Allotee/Assignee hereby agrees to acquire, on **'assignment basis'**, the Apartment and covered/mechanical parking space(s), **as specifically described in SCHEDULE - E appended hereto, including the floor plan of the Flat annexed as SCHEDULE - I.**
- 1.2. The total price for the Apartment based on the carpet area of the Flat is **Rs. _____/- (Rupees _____) only (the "Total Price")**. Apart from the Total Price, deposits on various account shall also be payable by the Allotee/Assignee ("Deposits"). The details of the Total Price as well as the Deposits are given in **SCHEDULE- F** written below.
- 1.3. The Total Price is escalation-free, save and except increases which the Allotee/Assignee hereby agrees to pay due to increase on account of development charges payable to the concerned competent authority (ies) and/or any other increase in charges which may be levied or imposed by the concerned competent authority(ies) from time to time. The Promoter/Assignor undertakes and agrees that while raising a demand on the Allotee/Assignee for increase in the development charges, cost/charges imposed by the concerned competent authorities, the Promoter/Assignor shall enclose the said notification/order/rule/regulation to that effect, if available, along with the demand letter being issued to the Allotee/Assignee, which shall only be applicable on subsequent payments.

- 1.4. The Allotee/Assignee shall make the payment of **"Total Price"** as per the payment plan set out in **SCHEDULE - G** ("Payment Plan").
- 1.5. It is agreed that the Promoter/Assignor shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allotee/Assignee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allotee/Assignee, or such minor changes or alterations as per the provisions of the Act.
- 1.6. The Promoter/Assignor has currently utilized the approved FAR of 2.7 for the construction of a B+G+XII building in Phase-I. The Promoter/Assignor retains the right to utilize the Maximum FAR or any portion thereof, upon obtaining necessary permissions, sanctions, approvals, and consents from the Competent Authority and other relevant authorities. To facilitate this, the Promoter/Assignor is authorized to modify, amend, and alter the building plans for the specified block/building as needed, with the understanding that such alterations will not adversely impact the Apartment agreed to be sold herein.
- 1.7. The Assignee/Allotee hereby provides irrevocable agreement and express consent to the Promoter/Assignor for making amendments, alterations, and modifications in the building plans of

the specified Block/Building for the stated purpose, ensuring that the total area of the designated Flat/Unit, as well as its specifications, amenities, fixtures, and fittings, are not diminished. This consent serves as the Assignee/Allottee's approval as envisaged under the pertinent provisions of the Act, Rules, and Regulations. Furthermore, in the event of any remaining unutilized FAR in earlier phases, the Promoter/Assignor is entitled to utilize it either in the present phase or in subsequent phases at its discretion.

- 1.8. The Promoter/Assignor shall confirm the final carpet area of the said Flat that has been allotted to the Allottee/Assignee after the construction of the Project is complete and the completion certificate (and/or the occupancy certificate, if there be any under the relevant provisions of law) (or such other certificate by whatever name called is issued by the competent authority) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter/Assignor. If there is reduction in the carpet area, within the defined limit then the Promoter/Assignor shall refund the excess money paid by the Allottee/Assignee within 45 (forty five) days with annual interest at the rate prescribed in the Real Estate (Regulation and Development) Rules 2021 ("Rules"), from the date when such an excess amount was paid by the Allottee/Assignee. If there is an increase in the carpet area, allotted to the Allottee/Assignee, the Promoter/Assignor may demand that from the Allottee/Assignee 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 para 1.2 of this Agreement.

1.9. Subject to clause 9.3 below the Promoter/Assignor agrees and acknowledges, that the Allottee/Assignee shall have the right to the Apartment, as mentioned below:

1.9.1. The Allottee/Assignee shall have exclusive ownership of the Flat;

1.9.2. The Allottee/Assignee shall also have undivided proportionate share in the Residential Common Areas and will further have the right to use (but not having proportionate share) the Shared Common Areas along with other occupants of the Project. Since the share / interest of the Allottee/Assignee in the Residential Common Areas is undivided and cannot be divided or separated, the Allottee/Assignee shall use all Residential Common Areas along with other occupants maintenance staff etc. without causing any inconvenience or hindrance to them. Further, the right of the Allottee/Assignee to use the Residential Common Areas as also the Shared Common Areas shall always be subject to the timely payment of the maintenance charges and other charges as applicable. It is clarified that the Promoter/Assignor shall convey the undivided proportionate title in the Residential Common Areas to the association of Allottee/Assignees as provided in the Act.

1.9.3. The computation of the price of the Apartment includes recovery of price of land (comprised in the Said Premises), construction of not only the Flat and the Car Parking Space but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric

wiring, fire detection and fire fighting equipment, if any, in the Common Areas etc and includes cost for providing all other facilities as provided within the Project.

- 1.10. It is made clear by the Promoter/Assignor and the Allotee/Assignee agrees that the Flat and the Car Parking Space shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent self-contained Project covering the Said Premises and is not a part of any other Project or zone and shall not form a part of and/or linked/combined with any other Project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allotee/Assignee. It is clarified that the Project's facilities and amenities shall be available only for use and enjoyment of the Allotee/Assignees of the Project.
- 1.11. It is understood by the Allotee/Assignee that all other areas i.e. areas and facilities falling outside the Residential and Service Section of the Project, (i.e. portions of the Project comprised within the Commercial Section) 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.
- 1.12. The Promoter/Assignor agrees to pay all outgoing before transferring the physical possession of the Flat and the Car Parking Space to the Allotee/Assignees, which the Promoter/Assignor has collected from the Allotee/Assignees including, wherever applicable, land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan

and interest on mortgages or other encumbrances, and such other liabilities payable to competent authorities, banks(s) and financial institutions which are related to the Project. If the Promoter/Assignor fails to pay all or any of the outgoings collected by the Promoter/Assignor from the Allottee/Assignees, (including the Allottee/Assignee herein) or any liability, mortgage loan and interest thereon before transferring the Flat and the Car Parking Space respectively to the Allottee/Assignees, then, and in such event, the Promoter/Assignor agrees to be liable, even after the transfer of the property (i.e. the Flat and the Car Parking Space), 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 proceeding which may be taken therefore by such authority or person.

1.13. **The Allottee/Assignee, has paid a sum of Rs. _____/- (Rupees _____ only) as booking amount, (being the part payment towards the Total Price of the Apartment)** at the time of Application, the receipt of which the Promoter/Assignor hereby acknowledges and the Allottee/Assignee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Promoter/Assignor within the time and in the manner specified therein. It is, however, agreed by and between the Parties herein that out of the Total Price an amount of Rs. _____/- (Rupees _____ only) shall be and shall always be treated and/or be deemed to be the "Booking Amount" within the meaning of the Act and/or the Rules. Provided that if the Allottee/Assignee delays in payment towards any amount, which is

payable, the Allotee/Assignee shall be liable to pay interest at the rate as specified in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement, and the Promoter/Assignor abiding by the construction milestones, the Allotee/Assignee shall make all payments on demand by the Promoter/Assignor, within the stipulated time as mentioned in the Payment Plan through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favour of '**M/s REVERA MILK AND FOODS PRIVATE LIMITED**', payable at Kolkata.

3. COMPLIANCE OF LAW RELATING TO REMITTANCES:

3.1. The Allotee/Assignee, 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 amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/consideration/ price/transfer/lease/ sub - lease of immovable properties in India etc. and performance of the obligations under this Agreement and provide the Promoter/Assignor with such permission, approvals and shall be ready to provide necessary indemnification in favour of the Assignor/ Promoter, which would enable the Promoter/Assignor 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 Allotee/Assignee understands and agrees that in the event of any failure on Allotee/Assignee's part to comply with the applicable guidelines issued by the Reserve Bank of India, the Allotee/Assignee 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 Promoter/Assignor accepts no responsibility in regard and the Allotee/Assignee shall keep the Promoter/Assignor fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allotee/Assignee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allotee/Assignee to intimate the same in writing to the Promoter/Assignor immediately and comply with necessary formalities if any under the applicable laws. The Promoter/Assignor shall not be responsible towards any third party making payment/remittances on behalf of any Allotee/Assignee and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Promoter/Assignor shall be issuing the payment receipts in favour of the Allotee/Assignee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allotee/Assignee authorizes the Promoter/Assignor to adjust/appropriate all payments made by the Allotee/Assignee under any head(s) of dues against lawful outstanding of the Allotee/Assignee against the said Flat, if any, in the Allotee/Assignee's name and the Allotee/Assignee undertakes not

to object/demand/direct the Promoter/Assignor to adjust his payments in any manner.

5. TIME IS ESSENCE

Time is essence for the Promoter/Assignor as well as the Allotee/Assignee. The Promoter/Assignor shall abide by the time schedule for completing the Project and handing over the Flat and the Car Parking Space to the Allotee/Assignee and the Residential Common Areas to the association of the Allotee/Assignees after receiving the completion certificate (and/or the occupancy certificate, if there be any under the relevant provisions of law). Similarly, the Allotee/Assignee shall make timely payments of the installment and other dues payable by the Allotee/Assignee as provided in the **Schedule - G("Payment Plan")** and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter/Assignor.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allotee/Assignee has seen the specifications of the Flat and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter/Assignor. The Promoter/Assignor shall develop the Project in accordance with the said Plan and/or such plans layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter/Assignor undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, density norms and provisions prescribed by the Concerned Authorities. However, in accordance to **Clause No. 1.6,**

the Promoter/Assignor is hereby authorized to make amendments, alterations, and modifications to the building plans of the specified Block/Building to facilitate the utilization of the Maximum FAR or any portion thereof, as detailed in **Clause Nos. 1.7 and 1.8 above.**

7. POSSESSION OF THE FLAT AND THE CAR PARKING SPACE

7.1. **Schedule for possession of the Flat and the Car Parking Spaces:** The Promoter/Assignor agrees and understands that timely delivery of possession of the Flat and the Car Parking Spaces is the essence of this Agreement. The Promoter/Assignor, based on the approved plans and specifications, assures to hand over possession of the Flat and the Car Parking Space to the Allotee/Assignee on 31st July 2028, 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 Allotee/Assignee agrees that the Promoter/Assignor shall be entitled to the extension of time for delivery of possession of the Flat and the Car Parking Spaces, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allotee/Assignee agrees and confirms that, in the event it becomes impossible for the Promoter/Assignor to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter/Assignor shall refund to the Allotee/Assignee the entire amount received by the Promoter/Assignor from the allotment within 45 days from that date. After refund of the money paid by the Allotee/Assignee, Allotee/Assignee agrees that the Allotee/Assignee shall not have any rights, claims etc. against the Promoter/Assignor

and that the Promoter/Assignor shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2. **Procedure for taking possession:** The Promoter/Assignor, upon obtaining the completion certificate (and/or the occupancy certificate, if there be any under the relevant provisions of law) shall offer in writing the possession of the Flat and the Car Parking Spaces, to the Allottee/Assignee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter/Assignor shall give possession of the Flat and the Car Parking Spaces to the Allottee/Assignee. The Promoter/Assignor agrees and undertakes to indemnify the Allottee/Assignee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter/Assignor. The Allottee/Assignee agree(s) to pay the maintenance charges as determined by the Assignor/ Promoter /association of Allottee/Assignees, as the case may be. The Promoter/Assignor on its behalf shall offer the possession to the Allottee/Assignee in writing within _____ days of receiving the completion certificate (and/or the occupancy certificate, if there be any under the relevant provisions of law).

7.3. **Failure of Allottee/Assignee to take Possession of Flat and the Car Parking Space:** Upon receiving a written intimation from the Promoter/Assignor as per clause 7.2 above, the Allottee/Assignee shall take possession of the Flat and the Car Parking Space from the Promoter/Assignor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter/Assignor shall give

possession of the Flat and the Car Parking Space to the Allottee/Assignee. In case the Allottee/Assignee fails to take possession within the time provided in clause 7.2, such Allottee/Assignee shall continue to be liable to pay maintenance charges as applicable.

7.4. **Possession by the Allottee/Assignee:** After obtaining the completion certificate and (and/or the occupancy certificate, if there be any under the relevant provisions of law) handing over physical possession of the Flat and the Car Parking Space to the Allottee/Assignee, it shall be the responsibility of the Promoter/Assignor to hand over the necessary documents and plans, including Residential Common Areas, to the association of the Allottee/Assignees or the competent authority, as the case may be, as per the local laws.

7.5. **Cancellation by Allottee/Assignee:** The Allottee/Assignee shall have the right to cancel/withdraw the Allottee/Assignee's allotment in the Project as provided in the Act:

Provided that where the Allottee/Assignee proposes to cancel/withdraw from the Project without any fault of the Promoter/Assignor, the Promoter/Assignor herein is entitled to forfeit the Booking Amount paid by the Allottee/Assignee for the allotment. The balance amount of money paid by the Allottee/Assignee shall be returned by the Promoter/Assignor to the Allottee/Assignee within 45 days of such cancellation.

7.6. **Compensation:** The Promoter/Assignor shall compensate the Allottee/Assignee in case of any loss caused to him due to defective title of the Said Premises, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Promoter/Assignor fails to complete or is unable to give possession of the Flat and the Car Parking Space (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of the Promoter/Assignor's business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter/Assignor shall be liable, on demand to the Allottee/Assignees, in case the Allottee/Assignee 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 Flat and the Car Parking Spaces, 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/Assignee does not intend to withdraw from the Project, the Promoter/Assignor shall pay the Allottee/Assignee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Flat and the Car Parking Spaces.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/ASSIGNOR:

The Promoter/Assignor hereby represents and warrants to the Allotee/Assignee as follows:

- i. The Promoter/Assignor 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 Promoter/Assignor 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 Premises or the Project**, except as subject to Clause -19, any financing secured by the Promoter/Assignor exclusively for the Project known as "One Victoria" shall be considered.
- iv. There are no litigations pending before any Court of law with respect to the Said Premises, Project or the Flat and the Car Parking Spaces;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Premises and Flat and the Car Parking Spaces are valid and subsisting and have been obtained by following due process of law. Further, the Promoter/Assignor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Said Premises and Flat and the Car Parking Spaces and the Common Areas;
- vi. The Promoter/Assignor 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 Allotee/Assignee created herein, may prejudicially be affected;
- vii. The Promoter/Assignor has not entered into any agreement for lease and/or development agreement or any other agreement / arrangement with any person or party with respect to the Said Premises, including the Project and the said Flat and the Car Parking Spaces which will, in any manner, affect the rights of Allotee/Assignee under this Agreement;
- viii. The Promoter/Assignor confirms that the Promoter/Assignor is not restricted in any manner whatsoever from assignment and demise of the said Flat and the Car Parking Space and/or the Apartment to the Allotee/Assignee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed the Promoter/Assignor shall handover lawful, vacant, peaceful, physical possession of the Flat and the Car Parking Spaces to the Allotee/Assignee and the Residential Common Areas to the association of the Allotee/Assignees;
- x. The schedule property being the Said Premises is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the schedule property being the Said Premises;
- xi. The Promoter/Assignor 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;
- 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 Premises) has been received by or served upon the Promoter/Assignor in respect of the Said Premises and/or the Project;
 - xiii. That the Said Premises is not a Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1. Subject to the Force Majeure clause, the Promoter/Assignor shall be considered under a condition of Default, in the following events:
- i. The Promoter/Assignor fails to provide ready to move in possession of the Flat and the Car Parking Spaces to the Allotee/Assignee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects as per the specifications as mentioned in the Annexure to this Agreement;
 - ii. Discontinuance of the Promoter/Assignor's business as a developer on account of suspension or revocation of the Promoter/Assignor's registration under the provisions of the Act or the rules or regulations made there under.

9.2. In case of Default by the Promoter/Assignor under the conditions listed above, the Allotee/Assignee is entitled to the following:

- i. Stop making further payments to Promoter/Assignor as demanded by the Promoter/Assignor. If the Allotee/Assignee stops making payments, the Promoter/Assignor shall correct the situation by completing the construction milestones and only thereafter the Allotee/Assignee be required to make the next payment without any penal interest; or
- ii. The Allotee/Assignee shall have the option of terminating the Agreement in which case the Promoter/Assignor shall be liable to refund the entire money paid by the Allotee/Assignee under any head whatsoever towards the assignment and demise of the said Apartment, along with interest at the rate specified in the Rules (but after deducting interest at the rate specified in the Rules before making refund of the amounts paid by the Allotee/Assignee to the Promoter/Assignor towards the Apartment) within forty-five days of receiving the termination notice:

Provided that where an Allotee/Assignee does not intend to withdraw from the project or terminate the Agreement, the Allotee/Assignee shall be paid, by the Promoter/Assignor, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Flat and the Car Parking Spaces.

9.3. The Allotee/Assignee shall be considered under a condition of Default, on the occurrence of the following events:

- i. In case the Allotee/Assignee fails to make payments for _____ consecutive demands made by the Promoter/Assignor as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allotee/Assignee shall be liable to pay interest to the Promoter/Assignor on the unpaid amount at the rate specified in the Rules.
- ii. In case of Default by Allotee/Assignee under the condition listed above continues for a period beyond _____ consecutive months after notice from the Promoter/Assignor in this regard, the Promoter/Assignor shall cancel the allotment of the said Apartment in favour of the Allotee/Assignee and refund the amount/money paid to the Promoter/Assignor by the Allotee/Assignee by deducting the Booking Amount and the interest liabilities within _____ from the date of the Promoter/Assignor intimating such cancellation of this agreement to the Allotee/Assignee and upon such refund, this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter/Assignor, on receipt of complete amount of the Price of the said Apartment under the Agreement from the Allotee/Assignee, (after obtaining NOC, if required from the bank and/or financial institution from whom any loan and/or financial facility, if any then existing on the Said Premises and/or the Project, as the case may be) shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Residential Common Areas within 3 (three) months from the

issuance of the completion certificate (and/or the occupancy certificate, if there be any under the relevant provisions of law). In case, however, the Allotee/Assignee 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 Allotee/Assignee authorizes the Promoter/Assignor to withhold registration of the conveyance deed in Allotee/Assignee's favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter/Assignor is made by the Allotee/Assignee. The Allotee/Assignee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

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

- 11.1. The Promoter/Assignor 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 Allotee/Assignees. The cost of such maintenance has been included in the Total Price of the said Apartment subject, however, to the obligation of the Allotee/Assignee to pay maintenance charges as mentioned in this Agreement.
- 11.2. In case, however, for any reason whatsoever the maintenance of the Project and/or of the Residential and Service Section is not taken over by the association of Allotee/Assignees within 3 (three) months from the date of the Promoter/Assignor obtaining the partial/full completion certificate (and/or the occupancy certificate, if

there be any under the relevant provisions of law) of the Residential and Service Section then, and in such event, the Allottee/Assignee shall become liable to pay maintenance charges to the Promoter/Assignor or to the nominated agency of the Promoter/Assignor, as the case may be, till such time the maintenance of the Project and/or of the Residential and Service Section is taken over by the association of Allottee/Assignees.

- 11.3. Unless otherwise agreed/offered by the Promoter/Assignor, the liability to pay maintenance charges will commence on and from the deemed date of possession of the Flat i.e the expiry of the period of 15 days from the date of the Promoter/Assignor giving notice of possession of the Flat to the Allottee/Assignee. The present maintenance charge(calculated on a reasonable basis considering all the inputs including but not limited to current electricity tariff, diesel rate, minimum wages and Annual Maintenance Charges (AMCs) of common electromechanical equipment and also a reasonable return on the efforts made by the Promoter/Assignor to render these common services and facilities as also the maintenance fee @ 15% of such maintenance charges as mentioned elsewhere in this agreement) payable by the Allottee/Assignee to the Promoter/Assignor shall not be less than Rs. _____/- (Rupees _____) per sq ft. of the carpet area of the Unit corresponding to not less than Rs. _____/-(Rupees _____ per sq ft. on the super built up area of the Flat ("Common Area Maintenance Charge").
- 11.4. The Common Areas Maintenance Charge shall be increased on account of any increase in power tariff, diesel rates, wage enhancement, AMCs, plant and machinery expenses or any other

input/s of maintenance activities, carried out by the Promoter/Assignor or its nominated agency(ies), as the case may be. The Common Areas Maintenance Charge, in case of substantial increase in power tariff, diesel rate, daily wages and other inputs of maintenance may undergo interim increase before the scheduled yearly increase.

- 11.5. The flats in the Residential Tower including the Flat allotted herein has been designed in such a manner that Out Door Unit ("ODU") will be placed at the designated place as determined by the Promoter/Assignor and the In-Door Unit ("IDU") will be fixed at a specific location inside the Flat. The necessary piping (copper piping, control cable, vertical drain line) and the designated location will not be changed by the Allotee/Assignee. Inside the Flat, necessary ducting with grill fixing from IDU user canvas/ plenum will be done by the Allotee/Assignee without changing the position of piping system and the ODU. If required, the Allotee/Assignee may, however, change the location of IDU if required to be done due to interior decoration of the Allotee/Assignee's Flat but subject, always to the prior approval of Promoter/Assignor and/or the nominated agency of the Promoter/Assignor. No puncturing of window wall to install A.C units will be permitted.
- 11.6. If the Allotee/Assignee fails to pay the dues/outstanding amounts of any part/portion thereof as mentioned in the notice of possession within the deemed date of possession mentioned therein AND/OR if the Allotee/Assignee does not take over the possession of the Flat even after making the payment of the said dues/outstanding amounts as mentioned in the notice of possession within the deemed

date of possession, in such event the Allottee/Assignee shall be liable to pay maintenance charges at the rate it is demanded by the Promoter/Assignor or its nominated agency(ies), as the case may be, and also the proportionate municipal taxes in respect of their Flat wholly and for the Common Area proportionately from the deemed date of possession as mentioned in the notice of possession.

- 11.7. The Allottee/Assignee, on or before possession, shall deposit an interest free amount of Rs. _____ (Rupees _____ only) as maintenance security deposit in respect of the Flat ("Maintenance Security Deposit") which amount will be one of the amounts payable towards the consideration of the Unit. The Promoter retains the right to utilize this deposit to offset and/or adjust any recoverable dues from the Allottee/Assignee.
- 11.8. The Allottee/Assignee shall pay an amount of Rs. _____ (Rupees _____ only) as maintenance corpus/sinking fund of the Flat towards major repair, maintenance and replacement of infrastructure facilities including but not limited to STP (serving/catering to entire Residential and Service Section), Lift(s), Transformer(s), diesel generator set(s) and Façade and super structure of the Project ("Maintenance Corpus/Sinking Fund"). If the amount required for such major repairs and replacement as afore stated falls short, then, the Allottee/Assignee will be required to pay the additional amount as demanded by the Promoter/Assignor or its nominated agency(ies), as the case may be. The Allottee/Assignee will be required to replenish their contribution towards Maintenance Corpus Fund on receipt of intimation of such utilization from time to time. The amount of Maintenance Corpus/Sinking Fund payable by the Allottee/Assignee

is included in the Total Price hereto. The interest accrued from the Maintenance Corpus/Sinking Fund shall be credited to the Maintenance Corpus/Sinking Fund. If the monies lying in the Maintenance Corpus/Sinking Fund and accrued interest thereon are not sufficient to cover up the costs of major repairs/ replacements of equipments, the Promoter/Assignor of its nominated agency(ies), as the case may be, will be entitled to recover additional money from the Allotee/Assignee(s) to meet the deficiency.

11.9. In case WBSEDCL /any other electricity supply agency decides not to provide individual meters to the Allotee/Assignees and make provision for a high-tension supply or bulk supply, the Promoter/Assignor shall provide sub-meters to the Allotee/Assignees upon payment by them of the proportionate Security Deposit payable to WBSEDCL/ any other electricity supply agency for such connection. The amount of one- time charges paid for installation of electricity in the Project ("Bulk Electricity Charges") payable by the Allotee/Assignee on or before possession is part of Total Price. The Bulk Electricity Charges comprises of inter-alia the amount of electricity security deposit paid by the Promoter/Assignor to the electric supply agency for getting electric supply connection to the Project. The electricity security deposit would be subject to revision and replenishment as may be so decided by WBSEDCL/ any other electricity supply agency from time to time and the Allotee/Assignees, including the Allotee/Assignee herein shall, at all times, be liable to proportionately pay such revision/ replenishment to WBSEDCL or any other electricity supply agency, as per the norms of WBSEDCL or any other electricity supply agency. In such a case the Allotee/Assignee may be required to enter into a separate agreement with the

Promoter/Assignor or with WBSEDCL or any other electricity supply agency, as the case may be, for supply of electricity through sub meters.

- 11.10. 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 Unit. The charges for the allocated DG load will be payable by the Allottee/Assignee on or before possession of their Unit and is included in the Total Price. In case the Allottee/Assignee requires additional DG power load in their Unit, they should indicate their requirement in the application form for availing such supply. The extra DG power load shall be allotted upon availability and in multiples of KVA. The Allottee/Assignee will be required to pay DG usage charges on the basis of a suitable mechanism as shall be devised and/or be ascertained by the Promoter/Assignor.
- 11.11. The Promoter/Assignor shall provide connectivity of various telecom/ high speed broadband/ other similar telecom and IT facilities to the Project and/or may enter into agreement /contract (on such terms and conditions and for such period as the Promoter/Assignor shall decide) with various service providers of its choice for providing these services and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or covered or both earmarked/ demarcated by the Promoter/Assignor within the Project and which would be declared to be common facilities by the Promoter/Assignor.)
- 11.12. The Allottee/Assignee will be required to pay to the Promoter/Assignor, the legal charges for documentation at the rate

mentioned in cost sheet. The documentation charges will be part of the Total Price.

11.13. Failure to pay Maintenance Charges and Electricity Charges within due dates may result in withdrawal/ restrictions/ disconnections/discontinuation of the respective common services to the Allotee/Assignee and will make the Allotee/Assignee, liable to pay interest at 15% per annum on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment.

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/Assignor as per this agreement relating to such development is brought to the notice of the Promoter/Assignor within a period of 5 (five) years by the Allotee/Assignee from the date of handing over possession, it shall be the duty of the Promoter/Assignor to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter/Assignor's failure to rectify such defects within such time, the aggrieved Allotee/Assignees (including the Allotee/Assignee herein if so aggrieved) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT OF ALLOTEE/ASSIGNEE TO USE THE RESIDENTIAL COMMON AREAS/COMMON AREA AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:

The Allotee/Assignee hereby agrees to acquire the said Apartment on "Assignment basis" on the specific understanding that the Allotee/Assignee's right to the use of the Residential Common

Areas/Shared 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 Allotee/Assignees (or the maintenance agency appointed by the association of allottees) and performance by the Allotee/Assignee of all the Allotee/Assignees obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allotee/Assignees from time to time.

14. RIGHT TO ENTER THE FLAT AND THE CAR PARKING SPACE FOR REPAIRS:

The Promoter/Assignor/ maintenance agency /association of Allotee/Assignees shall have rights of unrestricted access of the Residential Common Areas/Common Areas only to the extent required for the beneficial use and enjoyment of the Allotee/Assignee of the said Flat and the said Car Parking Space, as the case may be, for providing necessary maintenance services and the Allotee/Assignee agrees to permit the association of Allotee/Assignees and/or maintenance agency to enter into the Flat and the Car Parking 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, of Residential and Service Section of "ONE VICTORIA", if any, as located within the said Project shall be earmarked for purposes such as services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment's etc. and other permitted uses

as per sanctioned plans and/or the Plan. The Allotee/Assignee shall not be permitted to use the services areas and the basements in any manner whatsoever, and the same shall be reserved for use by the association of Allotee/Assignees formed by the Allotee/Assignees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Allotee/Assignee shall, after taking possession, be solely responsible to maintain the Flat and the Car Parking Spaces at the Allottes's own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Flat and the Car Parking Spaces, 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 Flat and the Car Parking Spaces and keep the Flat, 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 Allotee/Assignee further undertakes, assures and guarantees that the Allotee/Assignee would not put any sign-board / nameplate, neon light, publicity material or advertisement material etc. on the face / facade of the building or anywhere on the exterior of the Project, buildings therein or the Residential Common Areas. The Allotee/Assignees 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 Allotee/Assignee shall not store any hazardous or combustible goods in the Flat and the Car Parking Spaces or place any heavy material in the common passages or staircase of the building. The

Allotee/Assignee shall also not remove any wall, including the outer and load bearing wall of the Flat. The Allotee/Assignee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter/Assignor and thereafter the association of Allotee/Assignees and/or maintenance agency appointed by association of Allotee/Assignees. The Allotee/Assignee 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 ALLOTEE/ASSIGNEE:

The Allotee/Assignee is entering into this Agreement for the allotment of a said Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. The Allotee/Assignee hereby undertakes that the Allotee/Assignee shall comply with and carry out, from time to time after the Allotee/Assignee has taken over for occupation and use the said the Flat and the Car Parking Spaces all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the said Apartment at the Allotee/Assignees own cost. The Allotee/Assignee shall additionally be obligated to adhere to the terms and conditions specified in the Principal Lease, granted by WBHIDCO in respect of the said Premises.

18. ADDITIONAL CONSTRUCTIONS:

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

19. PROMOTER/ASSIGNOR SHALL NOT MORTGAGE OR CREATE CHARGE:

After the Promoter/Assignor executes this Agreement it shall not mortgage or create a charge on the said Apartment and the building in which the said Apartment is situated 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 Allotee/Assignee who has taken or agreed to take the said Apartment.

20. APARTMENT OWNERSHIP ACT:

The Promoter/Assignor has assured the Allotee/Assignees that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter/Assignor showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. BINDING EFFECT:

Forwarding this Agreement to the Allotee/Assignee by the Promoter/Assignor does not create a binding obligation on the part of the Promoter/Assignor or the Allotee/Assignee until, firstly, the Allotee/Assignee 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 Allotee/Assignee and secondly, appears for registration of the same before the concerned Sub- Registrar and/or District Registrar and/or any other Registrar, as the case may be, as and when intimated by the Promoter/Assignor. If the Allotee/Assignee(s) fails to execute and deliver to the Promoter/Assignor this Agreement within 30(thirty) days

from the date of its receipt by the Allottee/Assignee and/or fails to appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Promoter/Assignor, then the Promoter/Assignor shall serve a notice to the Allottee/Assignee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee/Assignee, application of the Allottee/Assignee shall be treated as cancelled and all sums deposited by the Allottee/Assignee in connection therewith including the Booking Amount shall be returned to the Allottee/Assignee 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 Flat and the Car Parking Spaces and/or the said Apartment as the case may be.

23. RIGHT TO AMEND:

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTEE/ASSIGNEE /SUBSEQUENT ALLOTEE/ASSIGNEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/Assignees of the said

Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE:

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

Failure on the part of the Promoter/Assignorto enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions orof 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 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 Allottee/Assignee has to make any payment, in common with other Allottee/Assignee(s) in Project, the same shall be the proportion which the carpet area of the Flat bears to the total carpet area of all the flats 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 addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. PLACE OF EXECUTION:

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

30. NOTICES:

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

Name of Allotee/Assignee

(Allotee/Assignee's Address)

Email:-

M/s REVERA MILK AND FOODS PRIVATE LIMITED

Correspondence Address: 54/10, Debendra Chandra Dey Road, P.O.
- Tangra, P.S- Tangra, Kolkata - 700015.

Email:-

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

31. JOINT ALLOTEE/ASSIGNEES:

That in case there are Joint Allotee/Assignees all communications shall be sent by the Promoter/Assignor to the Allotee/Assignee whose name appears first and at the address given by the Allotee which shall for all intents and purposes to consider as properly served on all the Allotee/Assignees.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

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

34. OTHER TERMS AND CONDITIONS/CONTRACTUAL UNDERSTANDING:

The other terms and conditions and/or contractual understanding as mentioned in **Schedule - H** herein below have been mutually agreed upon as per the contractual understanding between the Parties. It is clarified that such other terms and conditions and/or contractual understanding are not intended to be in derogation of or inconsistent with the mandatory terms and conditions of the Act and the Rules and Regulations made there under.

SCHEDULE - A ABOVE REFERRED TO
("THE SAID PREMISES")

ALL THAT piece and parcel of leasehold land measuring approximately 11133.495 sq.m. (1.113 Hectare), more or less, identified as Plot No. CF-2, Premises No. 02-0178 in Action Area-I, located in New Town, Kolkata, within the jurisdiction of New Town

Police Station, District North 24 Parganas, presently falling within the panchayat area of Mouza-Mahisbathan, J.L. No. 18 under Mahisbathan – II, G.P, butted and bounded by-

ON THE NORTH: HIDCO LAND

ON THE SOUTH: Premises Nos. 04-0178 and 02-0173

ON THE WEST: Street No. 0178 (33.5 M. Wide)

ON THE EAST: HIDCO LAND and Premises Nos. 03- 0180 and 05-0180

SCHEDULE - B ABOVE REFERRED TO
(RESIDENTIAL AREA DESIGNATED
FOR SERVICE APARTMENT/ RESIDENTIAL FLAT)

ALL THAT entire IV floor to the XIII floor (excluding the Ground Floor to the third floor, specifically designated for Retail/Commercial Area), in conjunction with the "Shared Common Areas" outlined in SCHEDULE- D, collectively constitutes the Residential Area.

SCHEDULE - C ABOVE REFERRED TO
(COMMERCIAL SECTION)

ALL THAT The entirety of the Project area, not explicitly marked as "Residential Area" as outlined in Schedule- B above, shall be designated as Commercial Section.

SCHEDULE - D ABOVE REFERRED TO
(SHARED COMMON AREAS)

- (i) Automatic high speed elevators of superior make.
- (ii) Intercom Facility and Infrastructure for DTH service.
- (iii) In House sewerage treatment plant for entire complex.
- (iv) State of the art fire fighting arrangement and extinguishers as required by law.
- (v) 24 hours treated water supply.
- (vi) Facility Management System.
- (vii) Three Tier security.
- (viii) CCTV at main gate and ground floor lobbies.
- (ix) Fully Air Conditioned ground floor Lobby.
- (x) Landscaped gardens.
- (xi) Fire alarm and suppression system.
- (xii) Well-built and well lit internal roads.

CLUB FACILITIES

- I) Banquet Hall;
- II) Swimming Pool;
- III) State of the art Multi gym;
- IV) Play area;

SCHEDULE -E ABOVE REFERRED TO **("APARTMENT")**

ALL THAT allotment of a **Service Apartment(presenting a semi-commercial nature) /Residential Flat** in the Project, numbered _____, with a carpet area of _____ square feet, more or less, categorized as type _____ on the _____ floor in the Project ("**Apartment**"), together with provisional permission to utilize covered/mechanical parking space(s) numbered -----

----, as permissible under applicable, together with pro-rata share in the Residential Common Areas, defined under clause (n) of section 2 of the Act, referred to as "Shared Common Areas," along with the common right to use (without any pro-rata share) the Shared Common Areas as outlined in this agreement.

SCHEDULE - F ABOVE REFERRED TO
(TOTAL PRICE)

SL. NO.	DESCRIPTION	VALUE	TOTAL VALUE
A.	i) Price of the Flat/ Unit Space including share in the Common Area and the Price of Car Parking Space ii) GST @ ____%		
B.	Other Charges: a) (i) Development charges(ii) GST @ ____ % b) Club Charges (c) (i) Association formationCharges (ii) GST @ ____ % (d) (i)Legal/documentation		

	(ii) GST @ ____ %		
	GRAND TOTAL (A+B)		

<u>PAYMENT OF DEPOSITS</u>	<u>AMOUNT (RS.)</u>
1. Towards 3 years advance maintenance	
2. Towards municipal taxes	
3. Towards sinking funds	
4. GST as applicable	
_____ Total (1 to 4)	

Explanation:

- i) The Total Price above includes the Booking Amount paid by the Allotee/Assignee to the Promoter/Assignor towards the Apartment;
- ii) The Total Price above includes Taxes (consisting, inter alia, of tax paid or payable by the Promoter/Assignor by way of value added tax, service tax, GST, CGST and SGST, 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/Assignor) upto the date of handing over the possession of the Apartment.

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

iii) The Promoter/Assignor shall periodically intimate to the Allotee/Assignee, the amount payable as stated in (i) above and the Allotee/Assignee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter/Assignor shall provide to the Allotee/Assignee the details of the Taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

iv) The Total Price of Apartment includes (1) Pro-rata share in the Residential Common Areas; and (2) covered parking spaces as provided in the Agreement.

THE SCHEDULE- G ABOVE REFERRED TO
(PRICE/PAYMENT PLAN)

PARTICULARS	% of Consideration Amount
ON SIGNING OF EOI/Booking Money	10% +GST
ON AGREEMENT(within 30days of Booking Letter)	10% +GST
On Basement Completion	10%+GST
ON CASTING OF 3RD FLOOR SLAB	10% +GST
ON CASTING OF 10TH FLOOR SLAB	10% +GST
ON CASTING OF 13TH FLOOR SLAB	10% +GST
ON CASTING OF ROOF SLAB	10% +GST

ON FLOORING & PLASTER	
EXTERNAL PLASTER & PAINTING	10% +GST
COMPLETION OF INFRASTRUCTURE	10% +GST
ON NOTICE OF POSSESSION	10% +GST+DEPOSITS

PAYMENT SUMMARY	
1. Total Amount Payable towards Total Price.	_____
2. GST Payable on Total Price	_____
3. Total amount payable towards Deposits	
4. GST Payable, if any on Deposits.	
Total Payment (1 to 4)	

SCHEDULE - H ABOVE REFERRED TO
(ADDITIONAL DISCLOSURES/DETAILS)

TERMS, CONDITIONS, COVENANTS, STIPULATIONS, OBLIGATIONS AND RESTRICTIONS TO BE OBSERVED BY THE ALLOTEE/ASSIGNEE AND/OR THE OCCUPIER(S) OF THE APARTMENT:

The terms, conditions, stipulations, obligations and restrictions that the Allotee/Assignee and all persons into whosoever's hands the

Apartment may come, are bound to adhere to and observe, the following:

- I. **Registration of this Agreement:** The registration of this agreement is mandatory as prescribed under the provisions of the Act/Rules/Applicable Laws and the Allotee/Assignee will be required to comply with this mandatory requirement. In case of failure and/or non-compliance of this mandatory requirement by the Allotee/Assignee, this Agreement shall be deemed to have been cancelled and the consequences arising there from as mentioned in this Agreement will follow. In this regard it is agreed by the Allotee/Assignee that in case the Promoter/Assignor decides to cancel this Agreement for reasons mentioned in this Agreement, and in case the Allotee/Assignee fails and/or neglects to rectify and/or remedy the breaches of the terms of this Agreement leading to such cancellation within a period of 30 days from the date of receiving communication in writing in this regard from the Promoter/Assignor then, and in such event, the Promoter/Assignor(subject, however, to the Promoter/Assignor refunding to the Allotee/Assignee the amounts due to be refunded to the Allotee/Assignee under the provisions of this Agreement and/or the Acts and/or the Rules, as the case may be which amounts shall include (i) the Booking Amount; (ii) all interest liabilities of the Allotee/Assignee accrued till date of cancellation; and (iii) brokerage paid to real estate agent/channel partner/broker, if any (iv) the stipulated charges on

account of dishonour of cheque (v) administrative charges as per Promoter/Assignor's policy and (vi) amount of stamp duty and registration charges to be paid/paid on deed of Cancellation of this Agreement) shall be entitled to cancel this Agreement without any further reference to the Allotee/Assignee and in case of such cancellation, the Allotee/Assignee hereby unequivocally grants and/or shall be deemed to have granted a power of Attorney to the Promoter/Assignor for signing the deed of cancellation of this agreement for and on behalf of the Allotee/Assignee.

II. Cheque dishonour charges: The Promoter/Assignor shall intimate the Allotee/Assignee of the dishonour of the cheque and the Allotee/Assignee would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Promoter/Assignor of all the amounts including the dishonour charges of Rs. 1000/- (Rupees One Thousand only) (for each dishonour).

III. Withholding of possession of Apartment till full payment:

In case the Promoter/Assignor issues notice to the Allotee/Assignee to take possession of the Flat and the Car Parking Spaces and the Allotee/Assignee fails to pay the entire dues of the Allotee/Assignee within the time stipulated in the notice or is in default in compliance of any of its other obligations hereunder, then, and in such event, notwithstanding the fact that the Promoter/Assignor

shall withhold possession of the Flat and the Car Parking Spaces on account of such failure or default of the Allotee/Assignee, the Allotee/Assignee's liability to pay the taxes and outgoings as applicable in respect of the said Apartment shall commence on the date of expiry of the time stipulated in the notice as aforesaid and until the Allotee/Assignee pays all its dues to the Promoter/Assignor in respect of the said Apartment and remedies the concerned default and takes physical possession of the Flat and the Car Parking Spaces.

IV. Tax Deducted at Source: It is agreed that the tax deduction at source (TDS) under the Income Tax laws, if applicable, shall be deducted by the Allotee/Assignee(s) on the consideration payable to the Promoter/Assignor and the same shall be deposited by the Allotee/Assignee to the concerned authority within the time period stipulated under law and the Allotee/Assignee(s) shall provide proper evidence thereof to the Promoter/Assignor within 30 (thirty) days of such deduction. If such deposit of TDS is not made by the Allotee/Assignee(s) to the concerned authority or proper evidence thereof is not provided to the Promoter/Assignor, then the same shall be treated as default on the part of the Allotee/Assignee under the agreement and the amount thereof shall be treated as outstanding.

V. Increase/decrease in the carpet area: It is agreed by the Allotee/Assignee with the Promoter/Assignor that any

reduction or increase, as the case may be, of upto an extent of 3% (three percent) of the carpet area vis a vis the carpet area of the Flat mentioned in this Agreement shall and shall always be accepted by the Parties herein to be the "defined limit" as mentioned in **Clause 1.10** of this Agreement and such consequent differential amount, shall be payable by the Allotee/Assignee, in case of increase in the carpet area and/or receivable by the Allotee/Assignee in case of decrease in the carpet area, as the case may be.

VI. Interest for delayed payment: In case of cancellation/withdrawal of the allotment of the Apartment in the Project, either by the Promoter/Assignor or by the Allotee/Assignee, as the case may be, the Promoter/Assignor shall be entitled to deduct interest at the rate specified in the Rules for the period of delay by the Allotee/Assignee in payment of any amount or installments, as the case may be, before making refund of the amounts paid by the Allotee/Assignee to the Promoter/Assignor towards the Apartment pursuant to this Agreement

VII. Covenants regarding parking facility:

- a. It is agreed and understood by the Allotee/Assignee that, notwithstanding the permission granted to the Allotee/Assignee without consideration under this Agreement to use earmarked open car parking spaces, the Promoter/Assignor, (so far all other open car parking spaces are concerned) hereby reserves the right to grant permission/

rights of such open car parking spaces exclusively to the Allotee/Assignees of the flats in the Project who need the same and apply for the same within the period as may be stipulated by the Promoter/Assignor and the Promoter/Assignor may give preference to the Allotee/Assignees who do not otherwise have parking space in the Project upon such terms and conditions and in such manner as the Promoter/Assignor may, at its sole and absolute discretion deem fit and proper and/or as may be permissible under the applicable law(s).

- b. It is agreed and understood by the Allotee/Assignee that the car parking space/s provided in the Project are for the benefit of the Allotee/Assignee/s or occupant/s of the Project. The car parking space/s have to be earmarked to the Allotee/Assignees for facilitating the smooth functioning and use of car parking space/s. In the absence of such earmarking of car parking space/s, the use of the car parking space/s would result in disharmony and periodical disputes amongst the Allotee/Assignees/ occupants of the Apartments. In view of the same the Allotee/Assignees hereby irrevocably authorizes the Promoter/Assignor to earmark car parking space/s to the Allotee/Assignees at their discretion in the mutual interest of one and all in order to maintain peace, cordiality and harmony among the Allotee/Assignees.

The Allotee/Assignee further declares that the Allotee/Assignee is bound by such earmarking of Car Parking Space/s and will not question the authority of the

Promoter/Assignor in doing so and further desist from making any issue or claims in respect thereto.

- c. The permission to the Allotee/Assignee to use the Car Parking Spaces as agreed hereunder shall not be effective until full and final payment of all sums due by the Allotee/Assignee in terms of this agreement is made and the Allotee/Assignee further not being in default in complying with the Allotee/Assignee's obligations as provided in this Agreement.
- d. All unsold or un allotted parking spaces shall be identified/demarcated and retained by the Promoter/Assignor for disposal of the same at the consideration and in the manner deemed fit and proper by the Promoter/Assignor and/or as may be permitted under the applicable law(s).
- e. Any scheme of numbering of parking spaces will be subject to further revision as per the discretion of the Promoter/Assignor and the revised parking number shall be intimated to the Allotee/Assignee upon such revision.
- f. The Allotee/Assignee agrees and undertakes not to raise any dispute or objection in respect to the permission granted by the Promoter/Assignor in respect of the open parking spaces (except as agreed hereunder) to any other Allotee/Assignee nor to disturb the use of such parking space by the concerned Allotee/Assignee.
- g. It is agreed and understood by the Allotee/Assignee that the Car Parking Spaces shall, inter alia, comprise of mechanized

parking system which will always be a dependent parking. The Allotee/Assignee has further understood that a parking facility is to be considered as dependent if the to and fro movement of the vehicle from the designated parking space to the driveway is dependent upon moving another parked vehicle. It has further been understood by the Allotee/Assignee that the Allotee/Assignees of two different apartment may be allotted the same set of mechanized parking system which would have the provision to park two medium sized cars. The Allotee/Assignee who parks the car earlier shall park it at the upper level and the Allotee/Assignee who comes later shall park the car at the lower level of the mechanized parking system. As and when the Allotee/Assignee who has parked the car at the upper level wishes to take out the car, the Allotee/Assignee of lower level shall cooperate and remove his/her car.

VIII. **Payment of guarding charges:** Further to what is mentioned in clause 7.3 above, if the Allotee/Assignee fails to take the possession of the Apartment within the stipulated time frame then, and in such even the Allotee/Assignee shall be liable for payment of a compensation for such delay in taking possession of the Apartment @ Rs 10/- (Rupee Ten) per sq. ft only per month of the super built up area of the Flat as guarding charges.

IX. **Adjustable advance against maintenance charges:** The Allotee/Assignee, on or before possession, shall deposit an

amount equivalent to 1(One) year's estimated maintenance charges as would be so determined by the Assignor/Promoter which amount will be a part of the Total Price of the Apartment. The Promoter reserves the right to utilize this adjustable advance to adjust any recoverable dues from the Allotee/Assignee towards maintenance charges. Any amount remaining unadjusted at the time of the Promoter/Assignor handing over the management of the Project to the association of Allotee/Assignees shall be transferred/ handed over by the Promoter/Assignor (without interest) to the association of Allotee/Assignee.

X. Maintenance on super built up area: The Promoter/Assignor shall be exclusively entitled to receive the maintenance charges to be calculated in the super built up area of the Flat as so determined by the Promoter/Assignor from the Allotee/Assignee to the exclusion of anybody/entity as mentioned in clause 7.2 above.

XI. Maintenance Fee: The Allotee/Assignee hereby agrees that in case the Promoter/Assignor is constrained to maintain the Project either by itself or through its nominated agencies, as the case may be for a period of more than 3 (three) months after obtaining the completion certificate then, and in such event, the Allotee/Assignee shall pay to the Promoter/Assignor maintenance fee for all the efforts to be done by the Promoter/Assignor and/or the maintenance agency, as the case may be, to be calculated

@ 15% of the maintenance charges payable by the Allottee/Assignee and such maintenance fee shall be continue to be payable by the Allottee/Assignee to the Promoter/Assignor or to the maintenance agency, as the case may be, until the maintenance of the Project is handed over

to the association of Allottee/Assignees.

- XII. **Insurance:** In accordance with Section 16 of the Act, the Promoter/Assignor shall obtain all such insurances as may be notified by the Government of West Bengal, subject to availability, and shall pay the premium and charges in respect of such insurances till the Common Areas and facilities of the Project are handed over to the association of Allottee/Assignees or to the competent authority, as the case may be. The Allottee/Assignee hereby agrees to contribute (proportionately on the basis of the carpet area of his Apartment) towards the premium and charges payable for a period of 2 years from the date of receipt of completion certificate/ partial completion certificate, as the case may be, of the Project, which amount would be paid by the Allottee/Assignee as and when demanded by the Promoter/Assignor.
- XIII. **Right of the Promoter/Assignor to create charge or mortgage:** Notwithstanding anything contained herein, by the execution of this Agreement the Allottee/Assignee has /have provided and hereby and hereunder confirm(s) his /her consent to the Promoter/Assignor to / for the

creation of any mortgage, security, charge or other encumbrances over and in respect of the Said Premises and/or the Project and/or any part or portion thereof in favour of any bank and/or financial institution and/or any other persons providing loan and/or financial assistance to the Promoter/Assignor for the purpose of development of the Project provided that no such mortgage, security, charge or other encumbrances shall in any manner affect the right, title and interest of the Allotee/Assignee. For the avoidance of any doubt it is clarified that this Agreement by itself shall be treated as the written consent of the Allotee/Assignee for creation of charge/ mortgage over any part or portion of the Said Premises and/or the Project, and no separate consent of the Allotee/Assignee shall be required for the said purpose.

XIV. Transfer of Residential Common Areas/Common Area:

The Allotee/Assignee has understood and unconditionally and unequivocally and/or categorically accepts that the "title" of the entirety of the Residential Common Area/Common Area or as provided in this Agreement is to be conveyed/transferred to the association of Allotee/Assignees as provided for in the Act and/or the Rules as also in clause 1.8 (2) above in due course of time. The Allotee/Assignee, hereby, unconditionally and unequivocally agree and confirm that the Allotee/Assignee shall, upon receiving a request from the Promoter/Assignor shall sign such deed of conveyance and/or give unconditional and unequivocal consent for

such transfer of Residential Common Area/Common Area to the Association and the Allotee/Assignee also agrees and confirms that such consent shall be and shall always be deemed to have been granted by the Allotee/Assignee to the Promoter/Assignor. The Allotee/Assignee further unconditionally confirms to bear the proportionate costs towards stamp duty and registration charges if so required to be proportionately borne and paid by the Allotee/Assignee at the time of such transfer. This obligation of the Allotee/Assignee, as aforesaid, shall be an essential covenant to be unconditionally complied with by the Allotee/Assignee in due course of time as and when required and shall be and shall always be deemed to be a covenant running with the land till it is complied with and/or be deemed to have been complied with by the Allotee/Assignee.

- XV. **Future exploitation:** Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter/Assignor shall be exclusively entitled to all future horizontal and vertical exploitation of the Said Premises lawfully, including by way of raising further storey or stories on the roofs for the time being of the Residential Tower and to do all acts, deeds and things and make all alterations and connections (including to connect all existing utilities and facilities available at the Said Premises to the new constructions) as be deemed to be expedient to make such areas and

constructions tenantable and to use, enjoy, hold and/or assignment transfer the same to any person or persons on such terms and conditions as the Promoter/Assignor in its absolute discretion may think fit and proper and the Allotee/Assignee's share in various matters, including in Common Areas shall also stand reduced owing to such construction but the Allotee/Assignee shall not be entitled to raise any objection or dispute (notwithstanding any inconvenience or difficulty that the Allotee/Assignee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Allotee/Assignee hereunder nor to claim any amount or consideration from the Promoter/Assignor on account thereof and furthermore the Allotee/Assignee shall fully co-operate with the Promoter/Assignor and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter/Assignor.

- XVI. **Payment on Carpet Area:** The Allotee/Assignee, if required by the Promoter/Assignor or under the Act/Rules, as the case may be shall make all payments, in common with other Co-buyers of constructed spaces in the Project in the proportion that the carpet area of the Flat bears to the total carpet area of all the flats within the Project;
- XVII. **Payment Obligation:** It is agreed by the Allotee/Assignee with the Promoter/Assignor that the Allotee/Assignee has clearly agreed and understood the payment obligations of the Allotee/Assignee which are linked inter alia to the

progress of construction, and the same is not a time linked plan.

- XVIII. **Delay in payment:** The Allotee/Assignee in all fairness shall be responsible for all delayed payments, all costs associated with the administrative actions related to follow up and recovery of such delayed payments.
- XIX. **Continuation of default:** In case of default by Allotee/Assignee under the condition listed above continues for a period beyond 1 (one) month after notice from the Promoter/Assignor in this regard, the Promoter/Assignor may cancel the allotment of the Apartment in favour of the Allotee/Assignee and forfeit an amount equal to the Cancellation Charges and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allotee/Assignee shall, subject to second proviso below, be returned by the Promoter/Assignor to the Allotee/Assignee within 12 (twelve) months of such cancellation or on transfer of the said Apartment to any other apartment acquirer. It may, however, be clarified that the balance amount shall be payable subject to the execution of the Deed of cancellation and this Agreement shall thereupon stand terminated.
- XX. **Refund:** It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter/Assignor and the Allotee/Assignee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

XXI. The Defect Liability of the Promoter/Assignor as mentioned in clause 12 of this Agreement the Promoter/Assignor shall:

1. not be liable for any defect or deficiency occasioned on account of any act or omission on the part of the Allotee/Assignee;
2. not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party, unless it results in a structural defect;
3. not be liable to rectify any defect occurring under the following circumstances:
 - i. If there are changes, modifications or alterations in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allotee/Assignee has taken over possession of the Apartment. The Promoter/Assignor will not take any responsibility of waterproofing, cracks or for any defects in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
 - ii. If there are changes, modifications or alterations in electrical lines and wirings after handing over possession of the Apartment unto the Allotee/Assignee. The Promoter/Assignor will not take any responsibility for any defects in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
 - iii. If there are changes, modifications or alterations in doors, windows or other related items, then the

- Promoter/Assignor will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- iv. If the Allotee/Assignee after taking actual physical possession of the Flat, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Flat by making any changes in the Flat, then for any defects like damp, hair line cracks, breakage in floor marble and tiles or other defects arising as a direct or indirect consequence of such alterations or changes, the Promoter/Assignor shall not be responsible;
 - v. Different materials have different coefficient of expansion and contraction and as such because of this difference, there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and need to be repaired from time to time. Any cracks developed for reasons other than as mentioned above will have to be rectified in the normal course of maintenance.
 - vi. not be responsible for the defects in case the materials, fittings and fixtures provided by the Promoter/Assignor are not used/ maintained by the Allotee/Assignee or the Allotee/Assignee's agents in the manner in which the same is required to be maintained or in case the Annual maintenance Charges to be paid for such materials, fittings and fixtures are not paid by the Allotee/Assignee;

vii. Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter/Assignor in the Residential Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter/Assignor and not amounting to poor workmanship or manufacture thereof.

- a. Any defect due to force majeure.
- b. Failure to maintain the amenities /equipments.
- c. Due to failure of annual maintenance charges.
- d. Regular wear and tear.

If the architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

viii. Notwithstanding anything hereinbefore contained, it is hereby expressly agreed and understood that in case the Allotee/Assignee, without first notifying the Promoter/Assignor and without giving the Promoter/Assignor the reasonable opportunity to inspect, assess and determine the nature of the purported defect in the Flat, alters the state and condition of the area of the purported defect, then the Promoter/Assignor shall be relieved of its obligations contained in Clause 12 of this Agreement.

XVII. THE ALLOTEE/ASSIGNEE SHALL:

1. Execute the necessary declaration in Form A for submission of the Project to the provisions of the West Bengal Apartment Ownership Act to enable the formation of the association of

Allotee/Assignees either by the Allotee/Assignee or through a power of attorney holder when called upon by to do so by the Promoter/Assignor after receiving the completion certificate or partial completion certificate as the case may be.

2. co-operate with the other co-buyers and co-occupiers of the constructed spaces/units within the Project, the Promoter/Assignor and/or the Association, as the case may be, in the management and maintenance of the Apartment, building and the Project and shall abide by the directions and decisions of the Promoter/Assignor and/or the Association, as the case may be, as may be made from time to time in the best interest of the Flat and/or the Project;
3. If required by the Promoter/Assignor, give a no objection certificate to the Promoter/Assignor for the Promoter/Assignor making any changes in the Commercial Section in the manner thought fit and proper by the Promoter/Assignor at its sole discretion.
4. The Allotee/Assignee may obtain finance from any financial institution/bank or any other source but the Allotee/Assignee's obligation to acquire the Apartment on "assignment basis" pursuant to this Agreement shall not be contingent on the Allotee/Assignee's ability or competency to obtain such financing and the Allotee/Assignee shall remain bound by this Agreement whether or not the Allotee/Assignee has been able to obtain financing for the acquiring of the Apartment on "assignment basis".
5. pay to the Promoter/Assignor or the Association, as the case may be, damages and/or compensation for damage or destruction to any common fixtures and fittings, utilities and/or equipment of

- the Project, that has been caused by the negligence and/or willful act of the Allottee/Assignee and/or any occupier of the Flat and/or family members, guests or servants of the Allottee/Assignee or such other occupiers of the Flat;
6. 6. It is further made clear that there shall be individual units for all the unit holders for the air conditioning system and no CAM charges shall be imposed for the said air conditioning system.
 7. not use the drive way of Commercial Section except in case of any emergency(ies) and to abide by the decision of the concerned association of Residential and Service Section regarding the concerned association's decision to use the said drive way of the Commercial Section and/or to the use of the set of keys lying with the concerned association of Residential and Service Section for opening and closing of the gate installed, if any, on the exit lane/driveway of the Commercial Section except in case of any emergency.
 8. not do or permit to be done any act or thing which may render void or voidable any insurance of the Said Premises and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
 9. not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the Said Premises and the building in which the Flat is situated, other than in the area earmarked for the such purpose;
 10. . notify the Promoter/Assignor or the Association, as the case may be, in case the Allottee/Assignee lets out the Flat, of the tenant's/transferee's details, including address, email-id and telephone number;

11. not sub-divide the Flat and/or any part or portion thereof;
12. not close or permit the closing of verandahs, exclusive terrace, if any, or lounges or balconies or lobbies and common parts or portions;
13. not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Flat;
14. not to do anything or prevent the Promoter/Assignor from making further or additional legal constructions within 8 A.M. to 6 P.M. within any working day notwithstanding any temporary disruption in the Allotee/Assignee(s) enjoyment of the Apartment.
15. not to do or cause anything to be done in or around the Apartment which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the Apartment or any apartment adjacent to the Apartment or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
16. not put any signage of any nature and/or of any size and also not put up anything for branding of any nature whatsoever anywhere outside the said Flat and/or any portion of the Residential and Service Section.
17. not to change the outside elevation of the Residential Tower and/or portions of elevation outside the said Flat.
18. not build, erect or put upon the Residential Common Areas/Common Area any item of any nature whatsoever;
19. not use the Flat or permit the same to be used for any purpose save and except exclusively for residential purpose and use or permit the same to be used for any purpose which may cause or is likely to cause nuisance or annoyance or cause

- damage or inconvenience to Allottee/Assignees/occupiers of other flats in the Project;
20. not use the Flat for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;
 21. not make or permit any disturbing noises in the Flat or allow the Allottee's family, invitees or servants, or do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the Allottee/Assignees/occupiers of other flats in the Project;
 22. not keep in the Car Parking Space anything other than cars or two wheeler or use the same for any purpose other than parking of cars or two wheelers or raise any kucha or pacca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;
 23. not park or allow its vehicle to be parked in the pathway or open spaces in the Project or any part or portion thereof, save and except the parking space allotted to the Allottee/Assignee, if any, or any other place specifically demarcated for the parking of the vehicles of visitors of Allottee/Assignees/occupiers of other flats in the Project;
 24. not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the building in any manner whatsoever;
 25. not be allowed to use hammer of any size or dimension in carrying out any internal work within the said Flat and in case of violation of this condition the Allottee/Assignee will be liable for all costs and consequences for such violation of this condition.
 26. not misuse or permit to be misused the water supply to the Flat;

27. not change/alter/modify the name of the building and the Project from that mentioned in this Agreement;
28. not use the name/mark of the Promoter/Assignor in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Flat and if the Allotee/Assignee does so, the Allotee/Assignee shall be liable to pay damages to the Promoter/Assignor and shall further be liable for prosecution for use of such mark of the Promoter/Assignor;
29. not carry on or cause to be carried on any obnoxious or injurious activity in or through the Flat, the garage or parking space, if any, and the Residential Common Areas/ Common Areas;
30. not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances;
31. not install or keep or run any generator in the Flat;
32. not smoke in public places inside the Project which is strictly prohibited and the Allotee/Assignee and Allotee/Assignee's guests are expected not to throw empty cigarette cartons, cigarette butts and matchboxes in the open and dispose them off in the pre-positioned dustbins after ensuring that the fire is fully smothered/extinguished;
33. not pluck flowers or stems from the gardens or plants;
34. not throw or allow to be thrown litter on the grass planted within the Project;
35. not trespass or allow to be trespassed over lawns and green plants within the Project;

36. not overload the passenger lifts and shall move goods only through the staircase of the building;
37. not use the elevators in case of fire;
38. not object to the Promoter/Assignor and the Association putting up any neon sign, hoardings and other display materials on any part or portion of the Residential Common Areas/ Common Areas;
39. not fix or install any antenna on the roof or terrace of the building or fix any window antenna, save and except at the spaces specifically earmarked for such purpose by the Promoter/Assignor and/or the Association, as the case may be;
40. not put any clothes in or upon the windows, balconies and other portions which may be exposed in a manner or be visible to outsiders;
41. remain fully responsible for any domestic help or drivers, maids employed by the Allotee/Assignee and any pets kept by the Allotee/Assignee;
42. not refuse or neglect to carry out any work directed to be executed in the building or in the Flat after the Allotee/Assignee has taken possession thereof, by a Competent Authority, or require or hold the Promoter/Assignor liable for execution of such works;
43. not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the building and the Project.
44. not object to the Promoter/Assignor entering into agreements (on such terms and conditions and for such period as the Promoter/Assignor shall decide) with the concerned service providers of the Promoter/Assignor choice of various telecom/

- high speed broadband/ other similar telecom and IT facilities to the Project and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or covered or both) earmarked/ demarcated by the Promoter/Assignor within the Project and which would be declared to be common facilities by the Promoter/Assignor.
45. install air-conditioning units only at the designated places/ as constructed /approved by the Promoter/Assignor.
 46. repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Flat, at the cost of the Allottee/Assignee.
 47. ensure that the domestic help/service providers visiting the said Flat use only the common toilets and while so using, keep the common toilets clean and dry.
 48. not obstruct the Assignor/ Promoter / Association (upon formation) in their acts relating to the Residential Common Areas/ Common Areas, amenities and facilities.
 49. be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Flat in the records of the concerned authorities within a period of three (3) months and shall keep the Promoter/Assignor indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Promoter/Assignor due to non-fulfilment and/or non-observance of this obligation by the Allottee/Assignee.

XVIII. NOMINATION BY ALLOTEE/ASSIGNEE WITH CONSENT:

The Allottee/Assignee admits and accepts that after the Lock in period, as mentioned below, and before the execution and

registration of conveyance deed of the said Apartment, the Allotee/Assignee (subject to the following conditions) will be entitled to nominate, assign and/or transfer the Allotee/Assignee's right, title, interest and obligations under this Agreement subject, however, to the nominee agreeing to strictly adhere to the terms of this Agreement. The Allotee/Assignee shall make payment of all dues, including any interest for delay, to the Promoter/Assignor in terms of this Agreement, up to the time of nomination. The Allotee/Assignee cannot nominate any third party before the expiry of a period of 36 months from the date of this Agreement. In respect of any nomination, the Allotee/Assignee shall obtain prior permission of the Promoter/Assignor and the Allotee/Assignee and the nominee shall be bound to enter into a tripartite agreement with the Promoter/Assignor and the Allotee/Assignee.

The Allotee/Assignee shall pay a sum calculated @ 3% of Consideration amount of the Apartment as mentioned in this Agreement plus applicable taxes, as and by way of nomination fees to the Promoter/Assignor. It is clarified that inclusion of a new joint Allotee/Assignee or change of a joint Allotee/Assignee shall be treated as a nomination. The nomination fees, however, shall not be payable in case of nomination in favour of parents, spouse or children of the Allotee/Assignee. Any additional income tax liability that may become payable by the Promoter/Assignor due to nomination by the Allotee/Assignee because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Allotee/Assignee paying to the Promoter/Assignor agreed

compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Allotee/Assignee on or before nomination. The Allotee/Assignee admits and accepts that the Allotee/Assignee shall not be entitled to nominate or assign the Allotee/Assignee's rights under this Agreement save in the manner indicated above.

XIX. MODIFICATION OF THE PORTION OF THE PLAN DEALING:

WITH RESIDENTIAL SECTION: The Allotee/Assignee has entered into this Agreement with the full knowledge that the development of the entire Project by the Promoter/Assignor on the Said Premises is proposed under one sanctioned plan duly approved by The New Town Kolkata Development Authority as a composite plan for mixed use development by their letters, dated 28.07.2023 (bearing Pin 0020017820230728) .By entering into this Agreement, the Allotee/Assignee shall be deemed to have authorized absolutely unconditionally to Promoter/Assignor (including any of its assignees or nominees) to revise the plan as per consent obtained at the time of booking for utilising the proposed FAR of 4 and all changes modifications alterations additions of the Plan of the Project its layout plan.

SCHEDULE - I ABOVE REFERRED TO
(FLOOR PLAN OF THE APARTMENT)

ANNEXED WITH THESE PRESENTS

ANNEXURE**(SPECIFICATIONS)****PART I: RESIDENTIAL AND SERVICE APARTMENT**

1. **STRUCTURE:** RCC Frame structure on pile foundation.
2. **WALLS:** Conventional brickwork with Cement Plastering.
3. **WALLFINISH:** Putty finish/Plaster of Paris on the Interior Walls. Whereas, Combinations of textured paint / Brush Finish on the Exterior Walls.
4. **CEILING:** Putty Finish/Plaster of Paris.
5. **FLOORING:**
 - a) Master Bedroom- Laminated Wooden Flooring;
 - b) Other Rooms – Vitrified Tiles;
 - c) Kitchen - Vitrified tiles;
 - d) Toilets- Anti Skid Ceramic tiles;
 - e) Lift Lobby- Vitrified tiles;
6. **KITCHEN:**
 - a) Dado of ceramic tiles, up to a height of two feet from the platform;
 - b) Kitchen platform with granite counter top;
 - c) Stainless steel sink;
 - d) Piped Gas Supply;
 - e) Hot/ Cold water line;
7. **TOILET:**
 - a) Standard ceramic tiles on the wall up to 7ft height;
 - b) Premium quality bathroom fittings & sanitary ware;
 - c) CP fittings of premium quality;

- d) Provision for geyser;
- e) Hot/ Cold water point;
- f) Shower partition in Master bathroom;
- g) Granite counter for basin;
- h) Concealed Plumbing and pipe Work;

8. DOORS:

- a) Entrance Door: Solid moulded and polished;
- b) Internal Door: Flush Doors solid core with frames;
- c) Locks of superior quality;
- d) Hardware fitting of reputed brands;

9. **WINDOWS:** Anodized aluminium windows;

10. ELECTRICAL:

- a) Modular switches of superior brands;
- b) ISI approved brand of concealed wiring for electricity, telephone and television;
- c) Overhead illumination for compound and street lighting inside the complex;
- d) 24x7 Power backup for essential services like lift, lobby, common area and apartment; (3BHK- 1000 Watts, 4 BHK- 1250 Watts).

IN WITNESS WHEREOF the Parties hereinabove named have set and subscribed their respective hands and seal on the day month and year first above written in the presence of attesting witness as below.

Executed and Delivered by the Promoter/Assignor at Kolkata in the presence of:

Executed and Delivered by the Allotee/Assignee at Kolkata in the presence of:

Drafted By:
Fox & Mandal
Solicitor & Advocates


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