

AGREEMENT FOR SALE

This Agreement for Sale executed on this ____ day of _____, 2023

By and Between

(1) **LOTUS ENCLAVE PRIVATE LIMITED**, a Company within the meaning of the Companies Act, 2013 having its registered office at 7, Hare Street, 4th Floor, Police Station - Hare Street, Kolkata - 700 001 and Income Tax Permanent Account Number AABCL2473N, (2) **AJANTA COMMERCIAL AND TRADING COMPANY PRIVATE LIMITED**, a Company within the meaning of the Companies Act, 2013 having its registered office at 7, Hare Street, 4th Floor, Police Station - Hare Street, Kolkata - 700 001 and Income Tax Permanent Account Number AABCA2318K, (3) **MULTITECH ELECTRONICS LIMITED**, a Company within the meaning of the Companies Act, 2013 having its registered office at 113, Park Street, 3rd Floor, North Block, Police Station - Park Street, Kolkata - 700 016 and Income Tax Permanent Account Number AABCM7442A, (4) **RIMJHIM TRADERS AND DEALERS PRIVATE LIMITED**, a Company within the meaning of the Companies Act, 2013 having its registered office at 113, Park Street, 3rd Floor, Police Station - Park Street, Kolkata 700 016 and Income Tax Permanent Account Number AABCR3989B and (5) **ASHUTOSH SPINNERS PRIVATE LIMITED**, a Company within the meaning of the Companies Act, 2013 having its registered office at 7, Hare Street, 4th Floor, Police Station - Hare Street, Kolkata - 700 001 and Income Tax Permanent Account Number AABCA0262E represented by their Constituted Attorney Ginni Realty Projects Private Limited through its Authorised Signatory _____, son of _____, by religion Hindu, by occupation Businessman, citizen of India, residing at _____, Police Station _____, Post Office _____, Kolkata 700 ____ and having Income Tax Permanent Account Number _____ and Aadhaar Number _____ by virtue of Power of Attorney dated 13th February, 2023 registered at the office of the Additional Registrar of Assurance II, Kolkata in Book No. I, Volume No. 1902-2023, Pages 72525 to 72547, Being No. 190202038 for the year 2023 and Board Resolution dated _____ and hereinafter collectively referred to as “**the First Parties**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors-in-interest and assigns) of the **First Part**;

AND

GINNI REALTY PROJECTS PRIVATE LIMITED (previously known as Vedant Farms Private Limited), a Company within the meaning of the Companies Act, 2013 having its registered office at 7, Hare Street, 4th Floor, Police Station - Hare Street, Kolkata - 700 001 and Income Tax Permanent Account Number AAACV0359G represented by its Director _____, son of _____, by religion Hindu, by occupation Businessman, citizen of India, residing at _____, Police Station _____, Post Office _____, Kolkata 700 ____ and having Income Tax Permanent Account Number _____ and Aadhaar Number _____ and hereinafter referred to as “**the Second Party/Promoter**” (which

expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and assigns) of the **Second Part**;

AND

(1) _____ (Aadhaar No. _____ and PAN No. _____)
son/wife/daughter of _____, by occupation _____, and (2)
_____ (Aadhaar No. _____ and PAN No. _____)
son/wife/daughter of _____, by occupation _____, both by religion
_____, Citizen of India, residing at _____, Post Office
_____, Police Station _____, Kolkata – 700 _____, hereinafter **jointly** called
“**the Allottee**” (which expression shall unless repugnant to the context or meaning thereof be
deemed to mean and include **their respective his/her** heirs, executors, administrators,
successors, legal representatives and permitted assigns) of the **Third Part** -

The First Parties, Second Party/Promoter and Allottee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”. The First Parties and the Second Party/Promoter are hereinafter collectively referred to as “**the Owners**”. Words defined in **Schedule F** shall have the meaning mentioned therein.

WHEREAS

- A. The Owners are jointly the absolute and lawful owners of the said Land described in **Schedule H**. The First Parties are jointly the owners of an undivided 5/6th share or interest in the said Land (“**First Parties’ Land Share**”) and are entitled to construct or cause to be constructed and own 5/6th of the constructed area in the Building that is being constructed at the said Land. The Second Party/Promoter is the owner of an undivided 1/6th share or interest in the said Land (“**Second Party’s/Promoter’s Land Share**”) and is entitled to construct or cause to be constructed and own 1/6th of the constructed area in the Building that is being constructed at the said Land. The documents of title of the Owners in respect of the said Land is mentioned in **Schedule I** hereto.
- B. The Second Party/Promoter was originally incorporated with the name “Vedant Farms Private Limited” which has been subsequently changed to “Ginni Realty Projects Private Limited” and a Certificate of Incorporation pursuant to change of name dated 8th August, 2016 has been issued by the Registrar of Companies, West Bengal.
- C. The Premises is mutated under Assessee No. 110634300065 in the names of the Owners in the records of the Kolkata Municipal Corporation (“**KMC**”) as the owners thereof.
- D. The First Parties have entered into a Development Agreement dated 18th January, 2023 registered at the office of the Additional Registrar of Assurance II, Kolkata in Book No. I, Volume No. 1902-2023, Pages 37171 to 37212, Being No. 190200823 for the year 2023 with the Second Party/Promoter for the development of the said Land. The Second Party/Promoter is itself constructing on the Second Party’s/Promoter’s Land Share in its capacity as the owner thereof. However, the First Parties do not have necessary infrastructure and expertise regarding development and

construction and the First Parties have accordingly appointed the Second Party/Promoter as the developer in respect of the First Parties' Land Share for making constructions thereon. Pursuant to the Development Agreement, a Power of Attorney dated 13th February, 2023 has been executed by the First Parties in favour of the Second Party/Promoter which has been registered at the office of the Additional Registrar of Assurance II, Kolkata in Book No. I, Volume No. 1902-2023, Pages 72525 to 72547, Being No. 190202038 for the year 2023.

- E.** The said Land is earmarked for the purpose of building a multi-storied business building and the Project has been named “_____”.
- F.** The Owners are fully competent to enter into this Agreement.
- G.** The Kolkata Municipal Corporation has sanctioned the Plans to develop the project vide Building Permit No. 2015070146 dated 17th March, 2016 for construction of a basement plus ground plus eleven upper floors business building on the said Land. The said Building Plan has been subsequently modified/revised by the Promoter who has obtained a revised sanctioned Building Plan being Building Permit No. 2022070122 dated 28th September, 2022 for construction of a basement plus ground plus fifteen upper floors business building on the said Land. Subsequent to the above, application has been made for addition of one floor over the basement plus ground plus fifteen upper floors with additional floor area ratio. (“**Building Plan**”)
- H.** The Second Party/Promoter agrees and undertakes that it shall not make any changes to the Building Plan except in compliance with section 14 of the Act and other laws as applicable as also this Agreement.
- I.** The Allottee had applied for an Office Unit in the Project and has been allotted on the General Terms and Conditions agreed between the parties All That the said Office Unit described in **Schedule A** and the floor plan of the said Office Unit is annexed hereto and marked as **Schedule B**.
- J.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- K.** The Allottee has independently examined and verified or caused to be examined and verified and is fully aware of and thoroughly satisfied about the following:
 - (i) The ownership and title of the Premises and the documents relating thereto;
 - (ii) The Plans sanctioned by the Kolkata Municipal Corporation and the necessary approvals and permissions;
 - (iii) The right, title, interest and entitlement of the First Parties and the Second Party/Promoter in respect of the Premises; and
 - (iv) The Carpet Area, Built-up Area and the Super Built-up Area of the said Office Unit.
- L.** The Allottee undertakes and covenants not to raise henceforth any objection or make any requisition regarding the above and also waives the right, if any, to do so.

- M.** 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.
- N.** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- O.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owners hereby agree to sell and the Allottee hereby agrees to purchase the said Office Unit described in **Schedule A**.

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 Owners agree to sell to the Allottee and the Allottee hereby agrees to purchase the said Office Unit described in **Schedule A**.
 - 1.2 The Total Price/Agreed Consideration for the said Office Unit based on the carpet area thereof is **Rs.** _____/- (Rupees _____ only) ("**Total Price/Agreed Consideration**") as per details mentioned in **Schedule C**.

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Second Party/Promoter towards the said Office Unit.
- (ii) The Total Price above **excludes** Taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, Goods and Services Tax, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project, by whatever name called) up to the date of handing over the possession of the said Office Unit to the Allottee;

Provided that all the applicable taxes shall be payable by the Allottee to the Owners;

- (iii) The Second Party/Promoter shall periodically intimate in writing to the Allottee the amount of the instalments of the Total Price payable as stated in (i) above and the Allottee shall make payment demanded by the Second Party/Promoter within 30 (thirty) days from the date of such written intimation. In addition, the Second Party/Promoter shall provide on written request to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

- (iv) The Total Price of the said Office Unit includes the proportionate share in the said Land and Common Areas and the said Car Parking Space, if any, as mentioned in this Agreement.
- 1.3 The Total Price is escalation free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time and/or increases as may be otherwise agreed. The Second Party/Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Second Party/Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
 - 1.4 The Allottee(s) shall make the payment of the Total Price as per the payment plan set out in **Schedule 'C' ("Payment Plan")**.
 - 1.5 The Second Party/Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ Nil % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Second Party/Promoter.
 - 1.6 It is agreed that the Second Party/Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 'D'** and **Schedule 'E'** in respect of the said Office Unit, without the previous written consent of the Allottee and the Second Party/Promoter may charge, additional amounts for such modifications as may be agreed with the Allottee:
 Provided that the Second Party/Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act it being expressly agreed and understood that the Second Party/Promoter shall be entitled to carry out any additions and/or alterations in the Plans so long the same does not affect the said Office Unit intended to be acquired by the Allottee and the Allottee hereby consents to the same and waives the requirement of any further consent.
 - 1.7 The Second Party/Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the Partial/Full Completion Certificate is issued by the Corporation, 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 Second Party/Promoter. If there is reduction in the carpet area then the Second Party/Promoter shall refund the excess money paid by Allottee within forty-five days. If there is any increase in the carpet area, allotted to Allottee, the Second Party/Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule 'C'**. All these

monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.

- 1.8 Subject to the Allottee not committing any default in terms of this Agreement including under Clause 9.3, the Owners agree and acknowledge, the Allottee shall have the right to the said Office Unit as mentioned below:
 - (i) The Allottee shall have exclusive ownership of the said Office Space and the right to use the said Car Parking Space described in **Schedule A** and
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share or interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other Unit Owners, occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them and subject to making timely payment of the maintenance charges, corporation taxes and other liabilities. It is clarified that the Second Party/Promoter shall hand over the Common Areas to the Association of Allottees after duly obtaining the Full Completion Certificate from the Corporation as provided in the Act;
 - (iii) The computation of the price of the said Office Unit includes recovery of price of land and construction of not only the said Office Space but also the Common Areas and includes cost for providing all facilities, amenities and specifications to be provided within the said Office Space and the Project as mentioned in **Schedules D & E**. The Allottee has also agreed to make timely payment of the Additional Liabilities and Deposits mentioned in **Schedule G**. The Additional Liabilities and Deposits are an integral part of the transaction and non-payment/delayed payments thereof shall also result in default on the part of the Allottee and the consequences mentioned in Clause 9.3 shall follow.
- 1.9 It is made clear by the Second Party/Promoter and the Allottee agrees that the said Office Unit 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 Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other previous project in its vicinity or otherwise. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of all the present and future Allottees of the Project. It is understood by the Allottee that all other areas and facilities, that is, areas and facilities falling outside the Project shall not form part of the Declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.
- 1.10 The Second Party/Promoter agrees to pay all outgoings relating to the said Office Unit before transferring the physical possession of the said Office Unit to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including proportionate land cost, ground rent, municipal or other local taxes, charges for water or electricity maintenance charges, repayment of mortgage loan taken by the Second Party/Promoter and interest on such

mortgages or other encumbrances on the said Office Unit and such other proportionate liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Second Party/Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the said Office Unit to the Allottee, then the Second Party/Promoter agrees to be liable, even after the transfer of the said Office Unit, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

- 1.11 The Allottee has paid a total sum of **Rs. _____/- (Rupees _____ only)** as booking amount being part payment towards the Total Price of the said Office Unit at the time of application and/or thereafter, the receipt of which the Second Party/Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the said Office Unit as prescribed in the Payment Plan mentioned in **Schedule 'C'** whether demanded by the Second Party/Promoter or not, within the time and in the manner specified therein;

Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules at the relevant time, which at present is State Bank of India Prime Lending Rate plus 2 per cent per annum.

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Second Party/Promoter abiding by the construction milestones subject to Force Majeure and reasons beyond control, the Allottee shall make all payments, whether demanded by the Second Party/Promoter or not, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/banker's cheque or online payment (as applicable) in favour of the Second Party/Promoter payable at Kolkata.

3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 3.1 The Allottee, if resident outside India, shall intimate the same in writing to the Owners and 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 thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Owners with necessary declarations, documents, permission, approvals, etc. 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 and in any event in Indian Rupees only. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the

Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Owners accept no responsibility in regard to matters specified in Clause 3.1 above. Under no circumstances shall the Owners be liable or responsible for any delay, default, non-compliance or violation by the Allottee. The Allottee shall keep the Owners fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Owners immediately and comply with necessary formalities if any under the applicable laws. The Owners shall not be responsible towards any third party making payment remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Office Unit applied for herein in any way and the Owners shall issue the payment receipts in favour of the Allottee only.

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

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

5. **TIME OF ESSENCE:**

Time is of essence for the Second Party/Promoter as well as the Allottee. The Second Party/Promoter shall take steps to abide by the time schedule for completing the Project and handing over the said Office Unit to the Allottee and the Common Areas to the Association of Allottees after receiving the Completion Certificate. Similarly, the Allottee shall make timely payments of the instalments and other dues payable by him and comply with the other obligations under this Agreement subject to the simultaneous completion of construction by the Second Party/Promoter as provided in Schedule "C".

6. **CONSTRUCTION OF THE PROJECT/ OFFICE SPACE:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the said Office Unit and accepted the floor plan which has been approved by the Corporation, the Total Price & payment plan mentioned in **Schedule C** and the Additional Liabilities and Deposits mentioned in **Schedule G** and the specifications, the Common Areas, amenities and facilities mentioned in **Schedules D & E**. The Second Party/Promoter shall develop the said Office Unit in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms of this Agreement, the Second Party/Promoter undertakes to abide by such plans approved by the Corporation and shall also abide by the bye-laws, FAR and provisions prescribed by the Corporation and shall not have an option to make any variation /alteration/modification in such plans, other than in the manner provided under the Act and this Agreement, and breach of this term by the Second Party/Promoter shall constitute a material breach of the Agreement.

7. DELIVERY OF THE SAID OFFICE SPACE:

7.1 **Schedule for delivery of the said Office Space:-**

The Second Party/Promoter agrees and understands that timely delivery of possession of the said Office Unit to the Allottee is the essence of the Agreement subject to full payment and compliance by the Allottee under this Agreement including as mentioned in Clause 7.1A below. The Second Party/Promoter, based on the approved plans and specifications, assures to hand over the said Office Unit unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, pandemic, epidemic, lockdown or any other restriction imposed by the Government or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure") or due to reasons beyond control. If, however, the completion of the Project is delayed due to Force Majeure conditions or due to reasons beyond control, then the Allottee agrees that the Second Party/Promoter shall be entitled to the extension of time for delivery of possession of the said Office Unit Provided that such Force Majeure conditions or reasons are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Second Party/Promoter to implement the Project due to Force Majeure conditions, then this allotment shall be terminated and the Second Party/Promoter shall refund to the Allottee the entire amount received by the Second Party/Promoter from the Allottee within 45 days from that date or within such further time as may be agreed between the parties. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. whatsoever against the Second Party/Promoter and that the Second Party/Promoter shall be released and discharged from all its obligations and liabilities under this Agreement and no other amount whatsoever shall be payable by the Second Party/Promoter.

7.1A The obligation of the Second Party/Promoter under Clause 7.1 above shall arise subject to the Allottee having made timely payment of the full amounts of the Total Price mentioned in **Schedule C** as per the Payment Plan mentioned therein as also the timely payment of all the Additional Liabilities and Deposits mentioned in **Schedule G** prior to the scheduled date of delivery of possession and subject to the Allottee complying with all his obligations under this Agreement and/or otherwise under the law and not committing any breach, default or violation.

7.2 **Procedure for taking Possession-** The Second Party/Promoter, upon issue of the Partial or Full Occupancy/Completion Certificate by the Corporation, shall offer in writing ("**Notice for Possession**") the possession of the said Office Unit to the Allottee in terms of this Agreement to be taken by the Allottee within 3 (three) months from the date of issue of the Notice for Possession and the Second Party/Promoter shall give possession of the said Office Unit to the Allottee subject to due compliance of Clause 7.1A by the Allottee. The Allottee, after issue of notice for taking possession, agrees to pay the maintenance charges as determined by the Second Party/Promoter /

Association of Allottees, as the case may be, corporation taxes and other outgoings in respect of the said Office Unit from the date of issuance of the Completion Certificate. The Second Party/Promoter on its behalf shall offer the possession to the Allottee in writing within 30 days of receiving the Partial or Full Completion Certificate subject to due compliance of Clause 7.1A by the Allottee.

7.3 Failure of Allottee to take Possession of the said Office Space-

Upon receiving a written intimation from the Second Party/Promoter as per Clause 7.2, the Allottee shall make full payment of all dues and comply with all its obligations as mentioned in Clause 7.1A and thereafter take possession of the said Office Unit from the Second Party/Promoter by executing necessary indemnities, undertakings and other documentation prepared by the Second Party/Promoter through the Project Advocates including those prescribed in this Agreement and the Second Party/Promoter shall give possession of the said Office Unit to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2, such Allottee shall continue to be liable to make all payments and comply with all obligations as mentioned in Clause 7.1A and shall also be liable to pay maintenance charges, corporation taxes and other outgoings as specified in Clause 7.2.

7.4 Possession by Allottee- After obtaining the Completion certificate and handing over physical possession of the Units to all the Unit Owners, it shall be responsibility of the Second Party/Promoter to hand over the necessary documents and plans, including common areas, to the Association of Allottees as per the local laws.

7.5 Cancellation by Allottee- The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act subject to the Allottee having complied with all his obligations under this Agreement till that time including making timely payment of all amounts payable under this Agreement till that time and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law; Provided that where the Allottee proposes to cancel/withdraw from the Project without any default of the Second Party/Promoter under this Agreement, the Second Party/Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money, if any, paid by the Allottee to the Second Party/Promoter towards the Total Price shall only be returned by the Second Party/Promoter to the Allottee within 45 days of such cancellation or within such further time as may be agreed between the parties. The fees and expenses relating to this Agreement for Sale including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, etc. shall not be refundable. The Second Party/Promoter shall not have any other liability or obligation whatsoever and shall be entitled to deal with, dispose of and/or sell the said Office Unit to anyone else without any reference to the Allottee after the date of termination.

- 7.6 **Compensation.**- The Owners shall compensate the Allottee in case of any loss caused to him due to defective title of the said Land that is known to the Owners but has not been disclosed to the Allottee or which the Allottee could not have found out in spite of due diligence and care, in the manner as provided under the Act subject to the Allottee not having committed default or violation or breach or non-compliance of any of the terms and conditions of this Agreement and subject to the Allottee having made timely payments of all amounts under this Agreement and/or otherwise required under law. It is further made clear that under no circumstances shall the Owners be liable for any defective title not created by the Owners and/or any defect that existed prior to the purchase of the said Land by the Owners.

Except for occurrence of a Force Majeure event or reasons beyond control, if the Second Party/Promoter fails to complete or is unable to give possession of the said Office Unit (i) in accordance with the terms of this Agreement by the date specified in Schedule A; or (ii) due to discontinuance of its business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason attributable to the Second Party/Promoter, the Second Party/Promoter shall be liable on written demand to the Allottee, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by it towards the Total Price of the said Office Unit, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due or within such further time as may be agreed between the parties subject to the Allottee not having committed default or violation or breach or non-compliance of any of the terms and conditions of this Agreement and subject to the Allottee having made timely payments of all amounts under this Agreement and/or otherwise required under law. If however the Allottee does not withdraw from the Project within 45 days of the date specified in Schedule A, then it shall be deemed that the Allottee has voluntarily opted not to withdraw from the Project and the option of withdrawal shall not be applicable and/or shall cease to be valid or have effect;

Provided that where the Allottee does not withdraw from the Project, the Allottee may claim from the Second Party/Promoter interest at the rate prescribed in Rule 17 of the Rules for every month of delay, till the handing over of the possession of the said Office Unit which shall be paid by the Second Party/Promoter to the Allottee within forty five days or any extended period of time of it becoming due. Any interest or compensation payable to the Allottee may be adjusted against the interest receivable by the Second Party/Promoter from the Allottee for delayed payment in terms of this Agreement.

8. **REPRESENTATIONS AND WARRANTIES OF THE OWNERS:**

The Owners hereby represent and warrant to the Allottee as follows:

- (i) The Owners have marketable title with respect to the said Land. The documents of title of the Owners in respect of the said Land is mentioned in

Schedule-I hereto. The Owners have absolute, actual, physical and legal possession of the said Land for the Project;

- (ii) The Second Party/Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project created by the Owners;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the said Office Unit;
- (v) All approvals, licenses and permits issued by the Corporation with respect to the Project, said Land and the said Office Unit are valid and subsisting and have been obtained by following due process of law. Further, the Second Party/Promoter has been and shall, at all times, remain to be in compliance with applicable laws in relation to the Project, said Land, Building and the said Office Unit and Common Areas;
- (vi) The Owners have the right to enter into this Agreement and have not committed or omitted to perform any act or thing whereby the right of the Allottee created herein, may prejudicially be affected.
- (vii) The Owners have not entered into any agreement for sale or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Office Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Owners confirm that the Owners are not restricted in any manner whatsoever from selling the said Office Unit to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Second Party/Promoter shall hand over lawful, vacant, peaceful, physical possession of the said Office Unit to the Allottee and the Common Areas to the Association of Allottees;
- (x) The said Office Unit is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Office Unit;
- (xi) The Owners have 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 Land and/or the Project to the Corporation till the Completion Certificate is issued;
- (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 Office Space) has been received by or served upon the Owners in respect of the said Land and/or the Project.
- (xiii) The said Land is not Waqf property.

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

- 9.1 Subject to the Force Majeure clauses and reasons beyond control, the Second Party/Promoter shall be considered under a condition of Default, in the following events subject to the Allottee having complied with all his obligations under this Agreement including making timely payment of all amounts payable under this Agreement and there being no failure, refusal,

neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law:

- (i) Second Party/Promoter fails to offer to provide ready to move in possession of the said Office Space to the Allottee within the time period specified in Schedule 'A'. For the purpose of this para 'ready to move in possession' shall mean that the Office Space shall be in a habitable condition.
- (ii) Discontinuance of the Second Party/Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made thereunder.

9.2 In case of Default by the Second Party/Promoter under the conditions listed above, Allottee is entitled to the following subject to the Allottee having complied with all his obligations under this Agreement including making timely payment of all amounts payable under this Agreement and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law:

- (i) Stop making further payments to the Second Party/Promoter as demanded by the Second Party/Promoter. If the Allottee stops making payments the Second Party/Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Second Party/Promoter shall be liable to refund the entire money paid by the Allottee towards the Total Price for purchase of the said Office Unit, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice or within such further time as may be agreed between the parties. The fees and expenses relating to the Agreement for Sale including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, etc. shall not be refundable. If, however the Allottee does not withdraw from the Project within 45 days of the date specified in Clause 7.1, then it shall be deemed that the Allottee has voluntarily opted not to withdraw from the Project and the option of withdrawal shall not be applicable and/or shall cease to be valid or have effect;

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Second Party/Promoter,

interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the said Office Unit.

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

- (i) In case the Allottee fails to make payments of the demands made by the Second Party/Promoter as per the Payment Plan under **Schedule C** hereto and/or timely payment of the Additional Liabilities and Deposits under **Schedule 'G'** hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Second Party/Promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Second Party/Promoter in this regard, the Second Party/Promoter may cancel the allotment / Agreement of the said Office Unit in favour of the Allottee and refund the money paid to the Second Party/Promoter by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated and the Second Party/Promoter shall be free to deal with, dispose of and/or sell the said Office Unit to anyone else without any reference to the Allottee whose rights and/or entitlements shall come to an end forthwith upon termination. The fees and expenses relating to the Agreement for Sale including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, etc. shall not be refundable.

10. **CONVEYANCE OF THE SAID OFFICE UNIT:**

The Owners, on receipt of Total Price of the said Office Unit as per Clause 1.2 and Additional Liabilities and Deposits mentioned in **Schedule G** and all other amounts or dues payable by the Allottee hereunder or in law in respect of the said Office Unit including Maintenance Charges, electricity charges, corporation and other taxes and levies and other outgoings from the Allottee and due compliance by the Allottee of all his obligations under this Agreement or otherwise under law, shall execute a conveyance deed and convey the title of the said Office Space, the said Car Parking Space together with proportionate indivisible variable undivided impartible share in the Common Areas including the said Undivided Share within 3 months from the date of issuance of the the Completion Certificate to the Allottee:

However, in case the Allottee fails to pay any amount including depositing the stamp duty and/or registration charges and/or incidental and legal expenses, etc. within the period mentioned in the notice, the Allottee authorizes the Owners to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and payment of stamp duty and registration charges and incidental and legal expenses, etc. to the Owners is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies / penalties imposed by the competent authorities.

11. MAINTENANCE OF THE BUILDING/ UNITS / PROJECT

The Second Party/Promoter shall be responsible to provide and maintain essential services in the Project till the offer to the Association to take over of the maintenance of the Project upon the issuance of the Completion Certificate of the Project. The cost of such maintenance has not been included in the Total Price of the said Office Unit and the same shall be paid by the Allottee as agreed with the Second Party/Promoter upon demand.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect in construction (excluding any purchased materials and/or items) is brought to the notice of the Second Party/Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession and/or the date of issue of the Completion Certificate, whichever is earlier, the Second Party/Promoter shall take steps to rectify such defects without further charge, within 30 (thirty) days, and in the event of the Second Party/Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided However that the Second Party/Promoter shall not be liable under any circumstances if any additions, alterations and/or modifications etc. have been made in the Building, Common Areas and/or any of the Units by the Unit Owners including the Allottee herein and/or if there is any deviation found from the sanctioned Building Plan. It is further made clear that the structural defect, if any, must be certified by a licensed Architect that it is a defect made at the time of construction and is not due to wear and tear and/or due to weather elements and/or natural causes /calamities and/or due to any additions, alterations and/or modifications, etc. made by any of the Unit Owners and/or occupants of the Building.

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

The Allottee has agreed to purchase the said Office Unit on the specific understanding that his right to the use of Common Areas shall be subject to timely payment of total Maintenance Charges, as determined and thereafter billed by the Maintenance Agency or the Association of Allottees or the maintenance agency appointed by it and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the Maintenance Agency or the Association of Allottees from time to time.

14. RIGHT TO ENTER THE SAID OFFICE SPACE FOR REPAIRS:

The Second Party/Promoter / Maintenance Agency/Association of Allottees shall have rights of unrestricted access to all Common Areas mentioned in **Schedules D & E** as also the garages/covered parking and parking spaces for providing necessary maintenance and repair services and the Allottee agrees to permit the Second Party/Promoter and/or Association of Allottees and/or Maintenance Agency to enter into the said Office Unit or any part thereof, after due notice and during the normal working hours, unless the

circumstances warrant otherwise, with a view to cause necessary repairs and maintenance and set right any defect.

15. USAGE:

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

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

16.1 Subject to Clause 12 above, the Allottee shall after taking possession, be solely responsible to maintain the said Office Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the said Office Unit or the Common Areas which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Office Unit and shall keep the said Office Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board /name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, the Building therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the said Office Unit or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the said Office Unit.

16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Second Party/Promoter and thereafter the Association of Allottees and/or Maintenance Agency. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16.4 The Allottee agrees, covenants and undertakes to observe and comply with the covenants and/or house rules mentioned in **Schedule J** and shall be liable and responsible for all losses and damages arising in case of default, violation and/or breach of any of them. The Allottee hereby undertakes that he shall comply with and carry out from time to time after he has taken over

possession of the said Office Unit, all the requirements, requisitions, demands and repairs which are required by any competent authority at his own costs and expenses.

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

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

18. ADDITIONAL CONSTRUCTIONS:

The Second Party/Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) and disclosed, except for as provided in the Act and this Agreement including the clauses herein.

19. SECOND PARTY/PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Second Party/Promoter executes this Agreement, it shall not mortgage or create a charge on the said Office Space and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take the said Office Space. However, the Allottee hereby irrevocably consents that the Second Party/Promoter shall be entitled to take loans and/or financial assistance for the purpose of implementation and execution of the Project. For obtaining such loans and/or financial assistance from Banks/Financial Institutions/Housing Finance Companies or corporate bodies, the Second Party/Promoter shall be entitled to create charge and/or mortgage in respect of the said Land in favour of the Banks/Financial Institutions/Housing Finance Companies or corporate bodies granting such loans. However, on or before the execution of the Deed of Conveyance in respect of the said Office Unit, a release/no objection/ clearance shall be obtained by the Second Party/Promoter from the concerned Banks/Financial Institutions/Housing Finance Companies or corporate bodies regarding transfer of the said Office Unit. Similarly, the Allottee shall be entitled to take housing loans for the purpose of acquiring Units in the Project from Banks/Financial Institutions/Housing Finance Companies or corporate bodies, granting such loans provided that such loans are in accordance with and subject to this Agreement. The Second Party/Promoter shall, if required by the Allottee, render co-operation for obtaining such housing loans.

20. APARTMENT OWNERSHIP ACT:

The Second Party/Promoter has assured the Allottee that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972.

21. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Owners does not create a binding obligation on the part of the Owners or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned registration authority as and when intimated by the Owners. If the Allottee(s) fails to execute and deliver to the Owners this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or to pay the applicable stamp duty and registration fees and to appear before the concerned registration authority for its registration as and when intimated by the Owners, then the Owners shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, shall be treated as cancellation of this Agreement by the Allottee without any default of the Owners and in such case the provision of Clause 7.5 regarding termination, forfeiture and refund shall be applicable. It is made clear that the Allottee shall not be entitled to any interest or compensation whatsoever.

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 save and except the General Terms and Conditions in regard to the said Office Unit.

23. RIGHT TO AMEND:

The Agreement may only be amended through written consent of the Parties. Any document containing any amendment accepted by the parties shall be valid and binding irrespective of whether the same is registered or not. The parties understand the present registration procedure in West Bengal does not contain provision for registration of any amendment of a document and as such registration of any document containing any amendment is not likely to be possible.

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

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

Unit, in case of a transfer that is validly made with the prior written consent of the Second Party/Promoter, as the said obligations go along with the said Office Unit for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE:

25.1 The Second Party/Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making timely payments as per the Payment Plan (Schedule 'C') including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Second Party/Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Second Party/Promoter to exercise such discretion in the case of other Allottees. However, such waiver, if any, shall be deemed to be a temporary waiver only and in case of the Second Party/Promoter being liable to pay any interest or compensation to the Allottee for any reason whatsoever under this Agreement and/or the Act and/or Rules thereunder, then the waiver shall stand revoked and the interest amount as per the Act and/or Rules payable by the Allottee shall be adjusted against the amount, if any, payable by the Second Party/Promoter. The Allottee may also, at its sole option and discretion, without prejudice to his rights as set out in this Agreement, waive any breach or delay by the Second Party/Promoter including waiving the delay in completion and/or handover of possession in terms of this Agreement and/or under the provisions of the Act and/or Rules thereunder.

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

26. SEVERABILITY:

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

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

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

28. FURTHER ASSURANCES:

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

29. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Second Party/Promoter through its authorized signatory at the Second Party/Promoter's Office, or at some other place, which may be mutually agreed between the Second Party/Promoter and the Allottee in Kolkata after the Agreement is duly executed by the Allottee. After execution this Agreement shall be registered at the office of the Registrar, District Sub Registrar, Additional District Sub Registrar and/or any other authority having jurisdiction to register this Agreement. Hence this Agreement shall be deemed to have been executed at Kolkata within the jurisdiction of the Hon'ble High Court at Calcutta.

30. NOTICES:

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

 Both of _____,
 _____,
 Kolkata – 700 _____

Ginni Realty Projects Private Limited
 7, Hare Street, 4th Floor,
 Police Station Hare Street,
 Post Office General Post Office Kolkata,
 Kolkata – 700 001

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

31. JOINT ALLOTTEES:

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

32. **GOVERNING LAW:**

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

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

34. **ADDITIONAL TERMS**

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

- (i) Besides the additions and alterations permissible under the Act and/or Rules, the Allottee has consented to and/or hereby irrevocably consents that the Second Party/Promoter may make modifications, additions and alterations within permissible and/or prevailing norms regarding the construction and the specifications of the Building, the Common Areas, the ground floor layout and/or the said Office Unit as may be deemed necessary and/or as may be advised by the Architects and/or as may be required by any authority including the Corporation and the same is and shall be deemed to be the previous written

consent under the Act. Prior to the booking of the said Office Unit the Allottee had been informed and made aware that the ground floor layout including the Common Areas and its location may undergo changes and/or modifications and the Allottee has consented to and/or hereby consents to the same and this is and shall be deemed to be the previous written consent of the Allottee in terms of the Act. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price and that the total number of Common Areas mentioned in Schedule 'E' shall not be reduced to the detriment of the Allottee.

- (ii) The decision of the Architects regarding the quality and specifications of the materials and the workmanship regarding construction shall be final and binding on the parties.
- (iii) At the request of the Allottee, the Second Party/Promoter may at its option and subject to such conditions as it may deem fit, allow the Allottee to have temporary access to the said Office for interior and furniture works provided all dues payable to the Second Party/Promoter are paid in full by the Allottee. The Allottee shall complete the interiors and furniture works without disturbing or causing inconvenience to the Second Party/Promoter or the occupants of other Units in the Building and without making any change in the structure and construction of the said Office. During such period of temporary access the Second Party/Promoter shall continue to be in possession of the said Office and the Allottee shall only have a revocable and temporary license to have access to the same for the aforesaid limited purpose and shall not be entitled to actually occupy, use or enjoy the said Office till possession is given by the Promoter in terms of Clause 7.2. The Allottee shall pay to the Promoter all incidental charges like proportionate electricity charges, cleaning charges etc. relating to the fit-out carried out by the Allottee.
- (iv) With effect from the Date of Possession and/or the date of expiry of the period specified in the Notice mentioned in Clause 7.2, whichever is earlier, the Allottee shall be deemed to have fully satisfied himself in all respects including the Plans, the construction and the quality, specifications and workmanship thereof, the carpet area and built-up area and super built-up area, the quality of materials used, the structural stability and completion of the Building, the Common Areas, the said Office Unit, etc. and shall not thereafter be entitled to raise any objection or make any claim regarding the same.
- (v) From the Date of Possession, the Allottee shall be liable to pay the monthly charges for use of electricity to the said Office Unit as per sub-meter/independent meter installed for the same within seven days of issue of bill.
- (vi) After the Date of Possession or within 30 days from the date of execution of the Deed of Conveyance, whichever is earlier, the Allottee shall apply for mutation to the Corporation and shall take all necessary steps and complete, at the Allottee's own costs, the mutation of the said Office Unit in the Allottee's name within 6 months thereafter.

- (vii) The Second Party/Promoter may at its option retain and/or not alienate and/or agree to alienate certain Car Parking Spaces for such purpose as may be deemed fit by the Second Party/Promoter at its sole discretion and the Allottee hereby consents to the same.
- (viii) In case any corridor is common to two or more Units then the Second Party/Promoter may at the request of the Unit Owners of such two or more Units and subject to such conditions as it may deem fit, allow installation of a gate at the entrance to the corridor and the Allottee hereby consents to the same.
- (ix) In case of there being a failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law, then the Second Party/Promoter shall be entitled to issue a Notice to the Allottee calling upon the Allottee to rectify, remedy, make good or set right the same within one month from the date of issue of such Notice. If the Allottee does not comply with the said Notice to the satisfaction of the Second Party/Promoter within the above time, then the Allottee shall be liable to pay to the Second Party/Promoter compensation and/or damages that may be quantified by the Second Party/Promoter and in default of such payment within 30 days, the Second Party/Promoter may terminate the allotment /Agreement of the said Office Unit in favour of the Allottee. In case of termination the provisions under sub-clause 9.3(ii) shall be applicable regarding the amount that shall be refundable and the time for the same.
- (x) If any act or omission of the Allottee results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or the construction of the Building or any portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, sale or disposal of any Office Unit or portion of the Building, then in that event the Allottee shall also be liable to pay to the Second Party/Promoter compensation and/or damages that may be quantified by the Second Party/Promoter.
- (xi) Besides the aforesaid rights the Second Party/Promoter shall also be entitled to enforce any other right to which the Second Party/Promoter may be entitled to in law by reason of any default or breach on the part of the Allottee.
- (xii) Neither any of the (i) open and covered spaces in the Building and the said Land not included in the Common Areas mentioned in **Schedule E**, (ii) other Units and Car Parking Spaces in the Building and/or the Premises, (iii) right of further construction on any part of the open land/space comprised in the said Land or raising of any additional floor/storey/construction on the roof of the Building including the Common Roof Area and (iv) Exclusive Private Roof Area Rights in respect of the Exclusive Private Roof Area in as much as the same shall belong exclusively to the Owners is intended to be transferred, nor the same shall be transferred in favour of the Allottee and the Allottee shall have no right, title, interest, claim or entitlement whatsoever in respect thereof

and the Owners shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by the Owners in their absolute discretion, without any reference to the Allottee who hereby consents to the same and hereby disclaims, relinquishes, releases and/or waives any right, title, interest, entitlement or claim that the Allottee may be entitled to, both in law or any equity, in favour of the Owners.

- (xiii) The right of the Allottee regarding the Undivided Share shall be variable depending on Additional/Further Constructions, if any, made by the Second Party/Promoter from time to time and the Allottee hereby irrevocably consents to the same. Any such variation shall not affect the Total Price / Agreed Consideration and no claim can be raised regarding the same by the Allottee and the Allottee shall not be entitled to and covenants not to demand any refund out of the Total Price / Agreed Consideration paid by the Allottee on the ground of or by reason of any variation of the Undivided Share.
- (xiv) The Second Party/Promoter shall be entitled at all times to install, display and maintain its name and/or logo on the roofs (including Common Roof Area) of the Building and/or other areas in the Building and/or the Premises by putting up hoardings, display signs, neon signs, lighted displays, etc. without being required to pay any charges for the same, other than payment of electricity consumed on actuals, and no one including the Unit Owners and the Association shall be entitled to object or to hinder the same in any manner whatsoever.
- (xv) The Second Party/Promoter may permit and/or grant rights to outside/third parties against payment of consideration/charges to the Second Party/Promoter for setting up communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas and other communications and satellite systems on the Common Areas of the Building and/or on the roof of the Building including the Common Roof Area and no one including the Unit Owners, the Association or any other entity shall be entitled to object to or hinder the same in any manner whatsoever.
- (xvi) Save and except the right of obtaining housing loan in terms of Clause 18, the Allottee shall not have any right or lien in respect of the said Office Unit till physical possession is made over to him after payment of all amounts by the Allottee.
- (xvii) The Deed of Conveyance and all other papers and documents in respect of the said Office Unit and the Premises shall be prepared and finalised by the Project Advocates and the Allottee has agreed and undertaken to accept and execute the same within 15 days of being required by the Second Party/Promoter after complying with all obligations that are necessary for the same. In default, the Allottee shall be responsible and liable for all losses and damages that the Second Party/Promoter may suffer.
- (xviii) The Allottee shall be entitled to use the said Office Unit on all working days in accordance with law. The Allottee may use the said Office Unit on Sundays

and other holidays subject to obtaining prior permission from the Second Party/Promoter / Association and subject to payment of such charges and compliance with such conditions as may be decided by the Second Party/Promoter / Association from time to time.

- (xix) The Allottee shall be responsible for the internal security of the said Office Space and all materials within the same. The Allottee may at his own costs employ or engage additional security guards exclusively for the said Office Space in addition to the common security for the Building. However, such additional security guards shall be stationed either inside the said Office Space or at the entrance of the said Office Space only.
- (xx) The Second Party/Promoter shall take steps for formation of the Association. Any association, company, syndicate, committee, body or society formed by any of the Unit Owners without the participation of the Second Party/Promoter shall not be entitled to be recognised by the Second Party/Promoter and shall not have any right to represent the Unit Owners or to raise any issue relating to the Building or the Premises. The maintenance of the Premises shall be made over to the Association within the time mentioned in the West Bengal Apartment Ownership Act, 1972 and upon such formation the Association shall be responsible for the maintenance of the Building and the Premises and for timely renewal of all permissions, licenses, etc. After handing over of the maintenance of the Premises to the Association, the Second Party/Promoter shall transfer and make over the Deposits, if any, that may have been made by the Unit Owners, to the Association after adjusting its dues, if any.
- (xxi) All the Unit Owners including the Allottee herein shall become members of the Association without raising any objection whatsoever and abide by all the rules, regulations, restrictions and bye-laws as be framed and/or made applicable by the Second Party/Promoter.
- (xxii) The employees of the Maintenance Agency for the common purposes such as watchmen, security staff, caretaker, liftmen, sweepers etc. shall be employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment subsisting with the Maintenance Agency and the Allottee hereby consents to the same and shall not be entitled to raise any objection thereto.
- (xxiii) All papers and documents relating to the formation of the Association shall be got prepared and finalised by the Second Party/Promoter and the Allottee hereby consents to accept and sign the same.
- (xxiv) The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.
- (xxv) All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by all Unit Owners of the Building including the Allottee herein.

- (xxvi) The rights of the Owners, the Maintenance Agency and the Association relating to certain matters are more fully specified in **Schedule L** and the Allottee has irrevocably agreed to be bound by the same.
- (xxvii) The Allottee shall from the Date of Possession, use and enjoy the said Office Unit in the manner not inconsistent with the Allottee's rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Allottee and/or the Owners.
- (xxviii) The obligations and covenants of the Allottee in respect of the user, maintenance and enjoyment of the said Office Unit, the Common Areas, the Building and the Premises including payment of Maintenance Charges, electricity charges, corporation and other taxes and other outgoings are more fully specified in Clause 15 and Schedule J and the same shall be binding on the Allottee. It is expressly made clear that after issue of the Notice for Possession and/or the date of issue of the Completion Certificate, whichever is earlier, all costs, expenses and outgoings in respect of the said Office Unit including for Maintenance Charges, electricity charges, corporation taxes and other outgoings, charges, rates, taxes, levies, cess, deposits including security deposits or assessments pertaining to the said Office Unit, shall become payable by the Allottee notwithstanding anything to the contrary contained in Clause 15 or elsewhere in this Agreement. Such liability shall continue till the same is paid by the Allottee or the Agreement/ Allotment is cancelled/terminated.
- (xxix) The maintenance charges and proportionate Common Expenses shall be paid by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use any or all of the Common Areas and any non-user or non-requirement in respect of any Common Areas or parking facility (if so granted) shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Allottee in respect of the said proportionate common expenses and/or maintenance charge.
- (xxx) From the date of offering the handing over of maintenance to the Association, the Owners shall not have any responsibility whatsoever regarding the Building and the Premises and/or any maintenance, security, safety or operations including relating to fire fighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, meters and connection, etc and/or for any statutory compliances, permissions and licenses regarding the Premises and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Unit Owners including the Allottee and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The Unit Owners including the Allottee and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire license etc. and the Owners shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place

subsequent to the date of handing over of maintenance, the Owners and/or their directors, employees or agents shall not have any liability or responsibility whatsoever under any circumstance.

- (xxxi) The Allottee has irrevocably consented and/or hereby irrevocably consents that the Owners shall be entitled to make in future Additional/Further Constructions by way of additional/further construction in the Premises including by raising of any additional floor/storey/construction over the roof of the Building (including the Common Roof Area) and/or by way of construction of additional buildings/structures in the open land/spaces in the Premises and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the Building and/or the Common Areas and such future Additional/Further Constructions/ exploitation shall belong exclusively to the Owners who shall be entitled to sell, transfer, convey and/or otherwise deal with and dispose of the same in any manner whatsoever and appropriate all considerations and other amounts receivable in respect thereof. For the aforesaid purpose the Owners are entitled to shift any part of the Common Areas (including common areas and installations, lift machine rooms and water tanks and the Common Roof Area) to the ultimate roof and also to make available the Common Areas and all utility connections and facilities to the additional/further constructions. The Owners shall, if required, be entitled to obtain necessary permission / sanction from the concerned authorities regarding the above or get the same regularized/approved on the basis that the Owners have an irrevocable sole right in respect of the same and the Allottee has irrevocably consented and/or hereby irrevocably consents to the same. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price and that the total number of Common Areas mentioned in Schedule 'E' shall not be reduced to the detriment of the Allottee.
- (xxxii) The Second Party/Promoter either itself and/or through any other third party shall be free to purchase/develop land contiguous/adjacent/adjoining to and/or accessible from the said Land ("the Adjacent Property") with any other persons and in such an event the owners/occupants/residents of the Adjacent Property may be permitted by the Promoter to use the drive ways, pathways and passages in the said Land for access to the Adjacent Property as also use the Common Areas on such terms and conditions as the Promoter may decide. The Allottee has consented to and/or hereby irrevocably consents to the above and no further consent shall be necessary in future.
- (xxxiii) Until a Deed of Conveyance is executed in favour of the Allottee, the Allottee shall not be entitled to mortgage or encumber or assign or alienate or dispose of or deal in any manner whatsoever with the said Office Unit or any portion thereof and/or any right therein and/or under this Agreement ("**Alienation**") (except for the purpose of housing loan in terms of Clause 19) unless all the following conditions are complied with:-
- a) A minimum period of __ (___) years has passed from the date of this Agreement.
 - b) There is no default whatsoever by the Allottee in compliance with and/or performance of any of the Allottee's covenants, undertakings and

- obligations under this Agreement or otherwise.
- c) The Allottee has made full payment of the Total Price / Agreed Consideration, the Additional Liabilities and Deposits mentioned in **Schedule G** due or payable till the time of such Alienation including interest and penalties, if any.
 - d) The Allottee or the assignee, nominee, etc. has made payment to the Second Party/Promoter transfer charges calculated at the rate of Rs. _____/- (Rupees _____) only per square feet super built up area of the said Office Unit (hereinafter referred to as “**the Transfer Charges**”). The Allottee shall also pay the applicable Goods and Services Tax thereon, if any. However, no Transfer Fee shall be payable in case of transfer to the mother or father or spouse or child of the Allottee. It is further clarified that inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a transfer unless such joint Allottee is a mother or father or spouse or child of the original Allottee. Similarly, in case of the Allottee being a company/LLP, inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a transfer unless such new joint Allottee is a group company/LLP in which the Allottee owns at least 51 per cent of the entire equity share capital/partnership interest as also complete management control.
 - e) The Allottee shall deposit with the Second Party/Promoter No Objection Certificate from the Bank and/or a letter of release of charge/ mortgage/ security regarding the above Office Unit including the documents pertaining to the above Office Unit.
 - f) Prior consent in writing is obtained from the Second Party/Promoter regarding the proposed Alienation.
 - g) Any additional income tax liability that may become payable by the Owners due to nomination by the Allottee because of higher market valuation as per the Registration Authorities on the date of nomination, shall be compensated by the Allottee paying to the Owners agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time. Such amount shall be payable by the Allottee on or before the nomination.

(xxxiv) After the execution and registration of the Deed of Conveyance, the Allottee may alienate the said Office Unit subject to the following conditions:

- a) The said Office Unit shall be one lot and shall not be partitioned or dismembered in parts. In case of sale in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares. The Owners however reserve their rights to grant prior permission in writing to any Allottee of any Unit to partition and/or sub-divide his Unit on such terms and conditions and on payment of such Permission Charges, if any, as the Owners may in their absolute discretion decide from time to time. In the event of prior permission in writing being granted by the Owners, such Allottee may be permitted to sell and/or transfer his Unit in separate demarcated independent parts subject to compliance with the terms and conditions and payment of Permission Charges, if any.
- b) The transfer of the said Office Unit by the Allottee shall not be in any manner inconsistent with this Agreement and/or the Deed of Conveyance and

the covenants contained herein and/or the Deed of Conveyance shall run with the land and/or transfer. The person(s) to whom the Allottee may transfer/alienate the said Office Unit shall be bound by the same terms, conditions, agreements, covenants, stipulations, undertakings and obligations as are applicable to the Allottee by law and/or by virtue of this Agreement and/or the Deed of Conveyance.

c) All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, corporation and other taxes etc. relating to the said Office Unit payable to the Maintenance Agency, the Corporation and other concerned persons/entities are paid by the Allottee in full prior to the proposed transfer/alienation. Such dues, if any, shall in any event, run with such proposed transfer and the transferee shall be liable to make payment of the same.

(xxxv) The Owners shall be entitled to sell the Retail Units on such terms and conditions as the Owners may deem fit and proper. Without restricting or limiting the generality of the above it is clarified that the Owners shall be entitled inter alia to :

(a) grant rights to allottees of the Retail Units to put-up install, display and maintain hoardings, display signs, neon-signs, lighted displays etc. on the external walls and windows of the Building abutting the Retail Units and/or on the internal walls of the Retail Units and/or in the common areas and passages meant for access to the Retail Units against payment of consideration/charges to the Owners for the same and no one including the Unit Owners, the Association or any other entity shall be entitled to object or to hinder the same in any manner whatsoever. The initial and/or recurring consideration/charges, the deposit, if any, and all other amounts to be paid by such allottees of Retail Units shall belong exclusively to the Owners;

(b) allow the allottees of Retail Units to have additional security systems and additional security guards for the safety and security of the Retail Units in addition to the common security for the Premises;

(c) demarcate and allot the car parking spaces in the Building for the allottees of Retail Units;

(d) charge Maintenance Charges and Common Expenses to the allottees of the Retail Units at such higher rate as may be decided by the Owners;

(e) limit or restrict the rights of the allottees of Retail Units in respect of use of certain Common Areas;

(f) grant additional/differential rights to the allottees of Retail Units in respect of use of certain Common Areas;

(g) grant differential rights to the allottees of Retail Units in respect of participation and voting regarding the Association and the maintenance.

(xxxvi) The Owners shall be entitled to sell the Office Units on such terms and

conditions as the Owners may deem fit and proper. Without restricting or limiting the generality of the above it is clarified that the Owners shall be entitled inter alia to:

- (a) demarcate and allot the car parking spaces in the Building for the allottees of Office Units;
- (b) charge Maintenance Charges and Common Expenses to the allottees of Office Units at such differential rate as may be decided by the Owners;
- (c) limit or restrict the rights of the allottees of Office Units in respect of use of certain Common Areas;
- (d) grant additional/differential rights to the allottees of Office Units in respect of use of certain Common Areas;
- (e) grant differential rights to the allottees of Office Units in respect of participation and voting regarding the Association and the maintenance.

(xxxvii) The Owners shall be entitled to sell the Restaurant Units on such terms and conditions as the Owners may deem fit and proper. Without restricting or limiting the generality of the above it is clarified that the Owners shall be entitled inter alia to:

- (a) grant rights to allottees of the Restaurant Units to put-up install, display and maintain hoardings, display signs, neon-signs, lighted displays etc. on the external walls and windows of the Building abutting the Restaurant Units and/or on the internal walls of the Restaurant Units and/or in the common areas and passages meant for access to the Restaurant Units against payment of consideration/charges to the Owners for the same and no one including the Unit Owners, the Association or any other entity shall be entitled to object or to hinder the same in any manner whatsoever. The initial and/or recurring consideration/charges, the deposit, if any, and all other amounts to be paid by such allottees of Restaurant Units shall belong exclusively to the Owners;
- (b) allow the allottees of Restaurant Units to have additional security systems and additional security guards for the safety and security of the Restaurant Units in addition to the common security for the Premises;
- (c) demarcate and allot the car parking spaces in the Building for the allottees of Restaurant Units;
- (d) charge Maintenance Charges and Common Expenses to the allottees of Restaurant Units at such differential rate as may be decided by the Owners;
- (e) limit or restrict the rights of the allottees of Restaurant Units in respect of use of certain Common Areas;

(f) grant additional/differential rights to the allottees of Restaurant Units in respect of use of certain Common Areas;

(g) grant differential rights to the allottees of Restaurant Units in respect of participation and voting regarding the Association and the maintenance.

(xxxviii) The said Open Terrace, if mentioned in **Part-I** of **Schedule A** hereto, shall have exclusive access from and be attached and appurtenant only to the said Office Space and shall be exclusively occupied and used by the Allottee for the purpose of private terrace only. The Allottee shall not be entitled to use the same for any other purpose or to make any construction thereon or to cover the same in any manner. The Allottee shall however be entitled to beautify and landscape the same provided however the same must always be fully open to sky without any covering, temporary or permanent. Further the Open Terrace cannot be enclosed by grills save and except the railing provided by the Promoter. The said Open Terrace shall form an integral part of the said Office Unit and shall be transferable only as a part of the same and not independently or in any other manner.

(xxxix) The Allottee confirms that he has agreed to purchase the said Office Unit with full knowledge that he would have no right, title, interest, claim or entitlement whatsoever in respect of Open Terraces attached and/or appurtenant to other Units which shall be exclusively occupied and used by the respective Unit Owners and occupants thereof.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee:

(1) Signature _____

Name: _____

Address: _____

Please affix
Photographs
and sign
across the
photograph

(2) Signature _____

Name: _____

Address: _____

Please affix
Photographs
and sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

Second Party/Promoter:

Signature _____

Name: _____

Address: _____

Please affix
Photographs
and sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

First Parties:

Signature _____
 Name: _____
 Address: _____

Please affix
 Photographs
 and sign
 across the
 photograph

Signature _____
 Name: _____
 Address: _____

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 and sign
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Signature _____
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Signature _____
 Name: _____
 Address: _____

Please affix
 Photographs
 and sign
 across the
 photograph

At _____ on _____ in the presence of:

WITNESSES:

(1) Signature _____
 Name _____
 Address: _____

(2) Signature _____
 Name _____
 Address _____

SCHEDULE 'A'

(“SAID OFFICE UNIT”)

ALL THAT the Office Space No. _____ having Super Built- Up Area of _____ square feet more or less with the corresponding Built-Up Area thereof being _____ square feet and the carpet area being _____ square feet more or less on _____ Floor of the Building sanctioned by the Kolkata Municipal Corporation together with right to park _____ number of cars in the open parking on the ground floor and/or right to park _____ number of cars in the open multi-level car parking on the ground floor and/or right to park _____ number of cars in the covered multi-level car parking on the ground floor and/or right to park _____ number of cars in basement of the Building and/or right to park _____ number of cars in the multi-level car parking/pit parking on the ground floor (the location whereof shall be demarcated by the Second Party/Promoter on or before the Date of Possession) and further together with an undivided proportionate indivisible variable share or interest in the land comprised in the Premises and further together with an undivided proportionate indivisible variable share or interest in the Common Areas.

The said Office Space is to be made ready for handing over possession by _____ unless there is delay due to Force Majeure or reasons beyond control.

**SCHEDULE ‘B’
FLOOR PLAN OF THE SAID OFFICE SPACE**

PLAN ATTACHED

**SCHEDULE ‘C’
PRICE DETAILS & PAYMENT PLAN
[Total Price/Agreed Consideration]**

Total Price /Agreed Consideration for sale of the said Office Unit (Excluding GST, Cess and other taxes)	Rs. _____/-
Total	Rs. _____/-

(Rupees _____ only)

[Payment Schedule]

(SET OUT)

SCHEDULE ‘D’

SPECIFICATIONS, AMENITIES, FACILITIES WHICH ARE PART OF THE SAID OFFICE SPACE

Foundation	RCC Pile Foundation
Structure	Earthquake resistant RCC framed structure with seismic

	compliance as per IS code	
External Facade	Combination of Structural Glazing/Texture Paint/Aluminium louvers and paint	
Elevators	2 Automatic Lifts	
Service Elevator	1 Automatic Lift	
Flooring	Ground Floor Lobby	Imported Marble / granite / vitrified tiles
	Units	Bare Flooring
	Toilets	Antiskid Vitrified Tiles
	Roof	Antiskid Vitrified Tiles
	Staircase	Granite/Kota Stone/ Vitrified Tiles
Doors and Windows	Unit Main Door	Wooden Flush doors
	Windows	Windows matching with the elevation
Wall Finish and Interiors	POP / Putty finish on all interior walls	
	Common areas will be painted with Acrylic Emulsion Paint	
	All floor lobbies to be finished with decorative ceiling and vitrified tiles flooring and Granite / tile paneled lift facade	
Electrical	Concealed copper wiring till main DB with premium quality MCB's	
Bathroom	Vitrified tiles upto false ceiling height	
	Fittings in all the bath rooms	
	Light colored or equivalent sanitary ware	
	Water proofing	
General Facilities	Intercom facility in each unit for communication between main lobby gate and units	
	DTH/Cable connection in all units	
	Modern firefighting equipment's as per recommendation	

	of WBF&ES
	Power back up for common areas and facilities
	Main lobby at the ground floor to be air conditioned
	Water proofing of the roof and finished with roof tiles
	Corporation supply with UG reservoir for drinking and firefighting water
	Drive way – Greenery, flower pots / creepers, floors with beautiful paver tiles / paver block
	Decorative boundary walls as per specification of the architect
Power Supply & Back up	CESC HT / LT deposits, cabling charges and transformer charges to be paid by respective office unit acquirers
	Power back up at extra cost as per the requirement of the office unit acquirers

SCHEDULE 'E'

SPECIFICATIONS AMENITIES FACILITIES WHICH ARE PART OF THE PROJECT

(SET OUT)

Notwithstanding anything contained elsewhere herein the contents of this Schedule and the rights in respect of the Common Areas are subject to the reservations and/or the rights of the Owners under this Agreement.

SCHEDULE F

DEFINITIONS

- (a) **“Act”** means the Real Estate (Regulation and Development) Act, 2016;
- (b) **“Additional/Further Constructions”** shall mean all future vertical and horizontal exploitation of the Building and/or the Premises by way of additional/further construction in the Premises including by raising of any additional floor/storey/construction over the roof of the Building (including the Common Roof Area) and/or by way of construction of additional buildings/structures in the open land/spaces in the Premises that may be made by the Owners and such Additional Further/Construction may be made from time to time and the owners and occupiers thereof shall have similar rights as the Allottee herein in respect of the Common Areas;

- (c) **“Additional Liabilities”** shall mean the additional liabilities mentioned in **Part I of Schedule G** which are to be paid by the Allottee in addition to the Agreed Consideration/Total Price and shall also include any other additional amounts that may be required to be paid by the Allottee;
- (d) **“Agreed Consideration/Total Price”** shall mean the consideration mentioned in **Schedule C** payable by the Allottee for acquiring the said Office Unit;
- (e) **“Architects”** shall mean _____ who have been appointed as the architect for the Project by the Second Party/Promoter and/or such other Architects whom the Second Party/Promoter may from time to time appoint as the Architects for the Project;
- (f) **“Association”** shall mean the Association, Syndicate, Committee, Body, Society or Company which would comprise the representatives of all the buyers of Units and which shall be formed or incorporated at the instance of the Second Party/Promoter for the Common Purposes with such rules and regulations as shall be framed by the Second Party/Promoter;
- (g) **“Building”** shall mean the new building having basement plus ground plus sixteen upper floors comprising of retail spaces/office spaces/restaurants, Car Parking Spaces and Common Areas and other constructions being constructed on the Premises by the Second Party/Promoter in terms of the Plans and shall also mean Additional/Further Constructions that may be constructed on the Premises by the Second Party/Promoter from time to time wherever the context so permits;
- (h) **“Built-Up Area”** in relation to an Unit shall mean the plinth area of that Unit (including the area of bathrooms, if any, appurtenant thereto) and also the thickness of the walls (external and internal), the columns and pillars therein, provided that, if any wall, column or pillar be common between the two Units then 1/2 (one-half) of the area under such wall, column or pillar shall be included in such Unit;
- (i) **“Carpet Area”** shall have the meaning as ascribed to it under the Act;
- (j) **“Car Parking Spaces”** shall mean the spaces in the (i) the open parking on the ground floor, (ii) open multi-level car parking on the ground floor, (iii) covered multi-level car parking on the ground floor, (iv) basement of the Building and (v) multi-level car parking/pit parking on the ground floor;
- (k) **“Common Areas”** shall mean the areas and facilities mentioned in **Schedule E** hereto which shall be used and enjoyed in common by the Allottees of the Units;
- (l) **“Common Expenses”** shall mean all costs and expenses mentioned in **Schedule K** for the management, maintenance and upkeep of the Building, the Common Areas and the expenses for Common Purposes;
- (m) **“Common Purposes”** shall include the purpose of maintaining and managing the Premises, the Building and in particular the Common Areas, rendition of services in common to the Allottees, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Allottees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common;
- (n) **“Common Roof Area”** shall mean only the specified portion / area of the ultimate roof of the Building, as may be decided and demarcated by the Second Party/Promoter at any time prior to handing over possession of the said Office Unit, along with the water purifier, solar panel, water heater and the water tank above lift area/staircase area, which only shall form part of the Common Areas;
- (o) **“Corporation”** shall mean the Kolkata Municipal Corporation and its different departments and officers and shall also include other concerned authorities that may recommend, approve, sanction, modify, extend and/or revise the Plans;

- (p) **“Date of Possession”** shall mean the date on which the Allottee is handed over possession of the said Office Unit;
- (q) **“Deed of Conveyance”** shall mean the Deed of Conveyance to be executed by the Owners in favour of the Allottee in respect of the said Office Unit upon the Allottee complying with all of the Allottee’s obligations, paying and depositing all amounts in time and not committing any breach or default;
- (r) **“Deposits”** shall mean the deposits to be made by the Allottee as mentioned in **Part II of Schedule G** and shall also include any other amount that the Allottee may be required to deposit;
- (s) **“Development Agreement”** shall mean and include the agreements and documents executed from time to time by and between the First Parties and the Second Party/Promoter relating to development of the Premises including the Development Agreement dated 18th January, 2023 registered at the office of the Additional Registrar of Assurance II, Kolkata in Book No. I, Volume No. 1902-2023, Pages 37171 to 37212, Being No. 190200823 for the year 2023 and shall also include all modifications, alterations and changes, if any, made and/or that may be made therein from time to time as also all documents executed pursuant thereto, including Powers of Attorney;
- (t) **“Exclusive Private Roof Area”** shall mean all portions of the roof over the ultimate top floor of the Building other than the Common Roof Area that shall be demarcated by the Second Party/Promoter in respect of which only the Owners and their transferees and assigns shall have Exclusive Private Roof Area Rights and in respect of which the Allottee, other Allottees and/or occupants of the Building shall have no right, title, interest, claim or entitlement whatsoever;
- (u) **“Exclusive Private Roof Area Rights”** shall mean the exclusive right and entitlement of use and enjoyment of the Exclusive Private Roof Area by the Owners and their transferees and assigns (along with their guests and visitors) including beautifying and landscaping the same, making a private roof garden, making installations, erections and constructions, etc. together with the right to transfer such rights and entitlements;
- (v) **“Maintenance Agency”** shall mean the Second Party/Promoter itself or any agency appointed by the Second Party/Promoter for maintenance and shall mean the Association after it is handed over the maintenance of the Building and Common Areas;
- (w) **“Maintenance Charges”** shall mean the proportionate amount of Common Expenses payable monthly by the Allottee to the Maintenance Agency;
- (x) **“Notice for Possession”** shall mean the notice to be issued by the Second Party/Promoter to the Allottee in terms of Clause 7.2;
- (y) **“Office Space”** shall mean any office space which is meant for office use and is capable of being exclusively owned, used and enjoyed by any Allottee;
- (z) **“Office Unit”** shall mean any Office Space which is meant for office use and is capable of being exclusively owned, used and enjoyed by any Allottee together with the right, if any, to park cars in the Car Parking Spaces, the undivided impartible variable proportionate share or interest in the Common Areas with right to use and enjoy the same in common and wherever the context so intends or permits, shall include the Undivided Share attributable to such Office Space;
- (aa) **“Plan/Plans”** shall mean the plans of the Building which have been sanctioned and approved by the Kolkata Municipal Corporation bearing Building Permit No. 2015070146 dated 17th March, 2016 and subsequently modified/revised vide Building Permit No. 2022070122 dated 28th September, 2022 and subsequent application for

addition of one floor over the basement plus ground plus fifteen upper floors with additional floor area ratio and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architect(s) including variations/modifications/alterations therein that may be made by the Second Party/Promoter, if any, as well as all regularisations, revisions, renewals and extensions, if any;

- (bb) **“Power of Attorney”** shall mean and include all powers and authorities executed and/or granted by the First Parties in favour of the Second Party/Promoter from time to time relating to development of the Premises including the Power of Attorney dated 13th February, 2023 registered at the office of the Additional Registrar of Assurance II, Kolkata in Book No. I, Volume No. 1902-2023, Pages 72525 to 72547, Being No. 190202038 for the year 2023 and shall also include all modifications, alterations and changes, if any, made and/or that may be made therein from time to time;
- (cc) **“Premises”** shall mean the said Land described in **Schedule H** containing by estimation an area of 1 bigha 10 cottahs as per documents and on physical survey found to contain 1 bigha 10 cottahs 4 chittacks 23.2 square feet be the same a little more or less together structures standing thereon and situate lying at and being Municipal Premises No. 43, Rafi Ahmed Kidwai Road, Police Station Park Street, Kolkata 700 016 within Ward No. 63 of the Kolkata Municipal Corporation and shall also include, wherever the context permits, the Building and Common Areas being constructed thereon;
- (dd) **“Project”** shall mean the work of development of the Premises by the Second Party/Promoter, construction and completion of the Building (including Additional/Further Constructions), marketing and sale of the Units and other rights, handing over of possession of the completed Units to the Allottees and execution and registration of the Deeds of Conveyance in favour of the Allottees;
- (ee) **“Project Advocates”** shall mean Messrs. R. Ginodia & Co. LLP, Advocates of Ground Floor, 6, Church Lane, Kolkata - 700 001 appointed by the Owners and/or such other Advocates whom the Owners may from time to time appoint as the Advocates for the Project.
- (ff) **“Regulations”** means the Regulations that may be made under The Real Estate (Regulation and Development) Act, 2016 applicable to West Bengal;
- (gg) **“Restaurant Space”** shall mean the spaces on the fourteenth floor, fifteenth floor and sixteenth floor of the Building which is meant for restaurant use and is capable of being exclusively owned, used and enjoyed by any Allottee;
- (hh) **“Restaurant Unit”** shall mean any Restaurant Space which is meant for restaurant use and is capable of being exclusively owned, used and enjoyed by any Allottee together with the right, if any, to park cars in the Car Parking Spaces, the undivided impartible variable proportionate share or interest in the Common Areas with right to use and enjoy the same in common and wherever the context so intends or permits, shall include the Undivided Share attributable to such Restaurant Space;
- (ii) **“Retail Space”** shall mean the spaces on the ground floor and first floor of the Building which is meant for retail/shop/showroom use and is capable of being exclusively owned, used and enjoyed by any Allottee;
- (jj) **“Retail Unit”** shall mean any Retail Space which is meant for retail/shop/showroom use and is capable of being exclusively owned, used and enjoyed by any Allottee together with the right, if any, to park cars in the Car Parking Spaces, the undivided impartible variable proportionate share or interest in the Common Areas with right to use and enjoy the same in common and wherever the context so intends or permits, shall include the Undivided Share attributable to such Retail Space;

- (kk) **“Rights on Allottee’s Default”** shall mean the rights mentioned in Clause 9.3 to which the Second Party/Promoter shall be entitled in case of any default or breach by the Allottee;
- (ll) **“Rules”** means the West Bengal Real Estate (Regulation and Development) Rules, 2021;
- (mm) **“Said Office Space”** shall mean the Office Space described in **Schedule A** hereto;
- (nn) **“Said Office Unit”** shall mean the said Office Space, the said Car Parking Space, (if any), the right to use and enjoy the Common Areas mentioned in Schedule E hereto in common with other Allottees and the Owners and wherever the context so intends or permits, shall include the said Undivided Share;
- (oo) **“Said Land”** shall mean the land containing by estimation an area of 1 bigha 10 cottahs as per documents and on physical survey found to contain 1 bigha 10 cottahs 4 chittacks 23.2 square feet more or less comprised in the Premises and morefully described in **Schedule H**;
- (pp) **“Said Car Parking Space”** shall mean the right to park medium sized car(s), if any, appurtenant to the said Office Space described in **Schedule A** hereto;
- (qq) **“Said Undivided Share”** shall mean the proportionate variable, undivided, indivisible and impartible share or interest in the land comprised in the Premises which is attributable to the said Office Space;
- (rr) **“Section”** means a section of the Act;
- (ss) **“Sinking Fund”** shall mean the fund comprising of the amounts to be paid / deposited and/or contributed by each Unit Owner, including the Allottee herein, towards sinking fund which shall be ultimately held by the Maintenance Agency for the purpose of major repairs, replacements and additions to the Common Areas and other contingencies;
- (tt) **“Super Built-Up Area”** of the said Office Unit has been mutually agreed to be calculated by adding (i) the built-up area of the said Office Space and (ii) an agreed fixed percentage of ____ per cent of the built up area of the said Office Space;
- (uu) **“Undivided Share”** in relation to an Unit shall mean the proportionate variable, undivided, indivisible and impartible share or interest in the land comprised in the Premises which is attributable to the concerned Unit;
- (vv) **“Unit”** shall according to the context mean any unit in the Building, whether an Office Unit or a Retail Unit or a Restaurant Unit;
- (ww) **“Unit Owners”** shall, according to the context, mean all allottees and/or intending allottees of different Units in the Building and shall also include the Owners (and their transferees) in respect of such Units as may be retained and/or not alienated and/or not agreed to be alienated by them;
- (xx) **“Masculine Gender”** used in this Agreement shall include the feminine and neuter gender and vice versa and **Singular Number** shall include the plural and vice versa.

SCHEDULE G

PART I –ADDITIONAL LIABILITIES

The following are not included in the Total Price/Agreed Consideration and the Allottee has agreed and undertakes to pay the following within 15 (fifteen) days of demand without raising any objection whatsoever regarding the same:

- (i) Goods and Services Tax (GST) payable on the Total Price/Agreed Consideration and/or on sale/ transfer of the said Office Unit to the Allottee and

payment of the same shall be made on or before the date the same is payable as per law or along with the payment of the respective instalment or within 15 days of demand by the Second Party/Promoter, whichever is the earliest.

- (ii) Legal Fees at the rate of Rs. ____/- per square feet of the Super Built-up Area payable directly to the Project Advocates; 50 per cent of which shall be paid within 30 days from the booking of the said Office Unit and the balance 50 per cent shall be paid on or before the Date of Possession.
- (iii) VRV/Air conditioning charges, Electricity, Transformer HT/LT charges/Generator Charges/Association Formation @____/- per square feet of the Super Built-up Area payable to the Second Party/Promoter.
- (iv) Mutation Charges of Rs. ____/- along with applicable tax has been fixed for all Units which will be payable on or before the Date of Possession.
- (v) Goods and Services Tax, betterment and/or development charges and any other tax, duty levy, cess, or charge that may be imposed or charged, if any, in connection with construction or transfer of the said Office Unit in favour of the Allottee.
- (vi) Stamp duty and registration fee and all other taxes, levies and other allied expenses relating to this Agreement for Sale, the Deed of Conveyance and all other papers and documents that may be required to be executed and/or registered in pursuance hereof and/or relating to the said Office Unit and any additional/deficit stamp duty, additional/deficit registration fee, penalty, interest or any other levy, if any, that may be imposed in this regard at any time together with miscellaneous expenses for registration of each document.
- (vii) Price, cost, charges and expenses levied by the Second Party/Promoter for any additional or extra work done and/or any additional amenity or facility provided and/or for any changes, additions, alterations or variation made in the said Office Space, and/or the agreed Specifications, including the costs, charges and expenses for revision/registration of the Plans in relation to the said Office Space.
- (viii) Proportionate costs, charges and expenses for formation of the Association for the Common Purposes.
- (ix) Proportionate costs, charges and expenses for betterment and/or development charges or other levies that may be charged regarding the Premises or the Building or the construction in terms hereof.
- (x) Proportionate costs, charges and expenses for providing any additional or special provision, fitting or amenity in the Building and/or the Premises.
- (xi) Applicable Goods and Services Tax and any other tax, duty, levy, cess, etc., if applicable on the above amounts, shall be paid by the Allottee in addition to the above.

PART II – DEPOSITS

The following Deposits are not included in the Total Price/Agreed Consideration and the Allottee has agreed and undertaken to pay the same within 15 (fifteen) days of demand without raising any objection whatsoever regarding the same:

- (i) Security Deposit for Corporation Taxes at the rate of Rs. ____/- per square feet of Super Built-up Area of the said Office Unit shall be payable to the Second Party/Promoter on or before the Date of Possession. Such Security Deposit shall be used for payment/reimbursement of corporation taxes paid by the Second Party/Promoter on behalf of the Allottee. In the event of the actual

amount of corporation taxes paid /reimbursed being less than the deposit amount, the excess amount shall be refunded to the Allottee by the Second Party/Promoter. If however, the actual amounts of corporation taxes paid/reimbursed are more than the deposit amount, then the deficit amount shall be paid by the Allottee to the Second Party/Promoter within 7 days of demand.

- (ii) Advance Maintenance deposit for 18 months at the rate of Rs. ____/- per Square Feet of the Super Built-up Area to be paid on or before the Date of Possession.
- (iii) Deposit for Sinking Fund of Rs. ____/- per sq. ft. of super built up area shall be payable to the Second Party/Promoter on or before the Date of Possession.
- (iv) Security Deposit for electric supply/ individual meter for the said Office Space as per actual payable to the electricity supply authority.
- (v) Security Deposits for any other item in respect of which payment is to be made by the Allottee under Part I.
- (vi) Applicable Goods and Services Tax and any other tax, duty, levy, cess, etc., if applicable on the above amounts shall be paid by the Allottee in addition to the above.

SCHEDULE H - SAID LAND

ALL THAT the piece or parcel of revenue free land containing by estimation an area of 1 bigha 10 cottahs as per documents and on physical survey found to contain 1 bigha 10 cottahs 4 chittacks 23.2 square feet be the same a little more or less together with structures standing thereon and situate lying at and being Municipal Premises No. 43, Rafi Ahmed Kidwai Road (formerly Premises No. 43, Wellesley Street), Police Station Park Street, Kolkata- 700 016, within Ward No. 63 of the Kolkata Municipal Corporation and butted and bounded in the following manner:

On the North	: Partly by Premises No. 42, Wellesley Street (now Rafi Ahmed Kidwai Road) and partly by No. 3, Royd Street, Kolkata;
On the South	: By Premises No. 44, Rafi Ahmed Kidwai Road;
On the West	: By Premises No. 2, Royd Street, Kolkata; and
On the East	: By Rafi Ahmed Kidwai Road.

OR HOWSOEVER OTHERWISE the same may be butted, bounded, called, known, numbered, described or distinguished.

SCHEDULE I – DOCUMENTS OF TITLE OF THE SAID LAND

1. Indenture dated 4th March, 1961 registered at the office of the Registrar of Assurances, Kolkata in Book No. I, Volume No. 30, Pages 163 to 172, Being No. 1013 for the year 1961.

2. Indenture dated 20th October, 2006 registered at the office of the Additional Registrar of Assurances - II, Kolkata in Book No. I, Volume No. 1, Pages 1 to 17, Being No. 11833 for the year 2006.
3. Indenture dated 20th October, 2006 registered at the office of the Additional Registrar of Assurances - II, Kolkata in Book No. I, Volume No. 1, Pages 1 to 15, Being No. 11832 for the year 2006.
4. Indenture of Conveyance dated 2nd November, 2006 registered at the office of the Additional Registrar of Assurances - II, Kolkata in Book No. I, Volume No. 1, Pages 1 to 17, Being No. 02463 for the year 2007.
5. Indenture of Conveyance dated 4th November, 2006 registered at the office of the Additional Registrar of Assurances - II, Kolkata in Book No. I, Volume No. 1, Pages 1 to 29, Being No. 02464 for the year 2007.
6. Indenture of Conveyance dated 28th October, 2006 registered at the office of the Additional Registrar of Assurances - II, Kolkata in Book No. I, Volume No. 1, Pages 10 to 16, Being No. 01379 for the year 2007.
7. Indenture of Conveyance dated 9th July, 2008 registered at the office of the Additional Registrar of Assurances - II, Kolkata in Book No. I, Volume No. 1, Pages 1 to 22, Being No. 06894 for the year 2008.

SCHEDULE J – ALLOTTEE’S COVENANTS & HOUSE RULES

1. The Allottee has agreed undertaken and covenanted to:
 - a) Comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency from time to time;
 - b) Permit the Maintenance Agency and its men, agents and workmen to enter into the said Office Space for the Common Purposes or the Project with prior reasonable notice except in case of emergency/urgency;
 - c) Deposit the amounts for various purposes as required by the Second Party/Promoter and/or the Maintenance Agency;
 - d) Use and occupy the said Office Space only for office use;
 - e) Use the Common Areas without causing any hindrance or obstruction to other Unit Owners and occupants of the Building;
 - f) Be responsible for the maintenance of the said Office Unit and to immediately replace and/or repair any damage which may occur to the same at his/its own cost;
 - g) Keep the said Office Space and party walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Unit in the Building and/or in the Premises in good and substantial repair and condition so as to support shelter and protect and keep usable the other Units and parts of the Building;
 - h) In particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Office Space or the Common Areas for the purpose of

fixing, changing or repairing the concealed wiring and pipelines or otherwise and also not to make any form of alteration to the external façade of the Building;

- i) Maintain and/or remain responsible for the structural stability of the said Office Space and not to do anything which has the effect of affecting the structural stability of the Building and in case any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Second Party/Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. /- per square feet of the super built up area of the said Office Unit together with applicable Goods and Services Tax besides remedying/rectifying such deviation, breach, violation or default at his own costs within 15 days from being called upon to do so by the Second Party/Promoter;
- j) Use and enjoy the Common Areas only to the extent required for ingress to and egress from the said Office Space of men, materials and utilities;
- k) Sign and deliver to the Second Party/Promoter all papers, applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Office Space from the Electricity Supply Agency in the name of the Allottee and until the same be obtained, the Second Party/Promoter shall provide or cause to be provided reasonable quantum of electricity from its own sources and install at the cost of the Allottee an electric sub-meter in or for the said Office Space and the Allottee shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Office Space;
- l) Be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the said Office Space only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Second Party/Promoter or to other Unit Owners. The main electric meter shall be installed only at the common meter space. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Building, the Premises and outside walls of the Building save in the manner indicated by the Second Party/Promoter / Association of Allottees (upon formation)
- m) Bear and pay the Common Expenses and all other costs, expenses and outgoings in respect of the Premises proportionately and the said Office Unit wholly and the same shall initially be payable to the Maintenance Agency;
- n) Pay Corporation and all other rates, taxes, levies, duties, charges, impositions, outgoings and expenses in respect of the Building and the Premises proportionately and the said Office Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Office Unit until the same is assessed separately by the Corporation;
- o) Pay for other utilities consumed in or relating to the said Office Unit;
- p) Allow the other Unit Owners the right to easements and/or quasi-easements;
- q) Regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Corporation Taxes and other taxes and payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;
- r) to make payment of applicable Goods and Services Tax that may be payable in respect of all amounts to be paid by the Allottee to the Second Party/Promoter, the Maintenance Agency and/or Association in terms of this Agreement as also

- to pay all others taxes payable by the Allottee in terms of this Agreement;
- s) Observe and comply with such other covenants as be deemed reasonable by the Second Party/Promoter for the Common Purposes.
- t) Pay the electricity charges at the applicable commercial rates, notwithstanding anything to the contrary contained elsewhere;
- u) Pay the Property Taxes to the Corporation along with commercial surcharge, notwithstanding anything to the contrary contained elsewhere;
- v) Make payment of any other rates, taxes, cess, levies, etc. that may be chargeable at a higher /differential rate on commercial portions, notwithstanding anything to the contrary contained elsewhere; and
- w) Use the Car Parking Spaces for parking of cars without making any construction over the same and to ensure that each Car Parking Space can be used for parking only and not for any other purpose such as to store articles, goods and materials;

2. The Allottee has agreed and covenanted:

- a) Not to damage, demolish or cause to be damaged or demolished the said Office Space or any part thereof;
- b) Not to store any heavy article inside the said Office Unit that may cause damage to the flooring in any manner;
- c) Not to do anything that may affect the structural strength of the beams, columns, partition walls or any portion of the Building and not to make changes of a permanent nature except with the prior approval in writing of the Maintenance Agency and with the sanction of the authorities concerned;
- d) Not to do any addition, alteration, structural changes, construction or demolition in the said Office Unit without prior written permission/sanction from the Corporation and other concerned authorities subject to the condition that the same is not restricted under any other provision of this Agreement;
- e) Not to make any form of alteration in or cut or damage the beams and columns passing through the said Office Space or the Common Areas for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;
- f) Not to put or install any letter box, neon-sign or board, any other signage, notice or advertisement in the Common Areas or on the outside walls/facade of the Building without prior permission of the Association/Maintenance Agency. Provided However that a decent sign board on the outface of the main door of the said Office Space may be put;
- g) Not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Office Space or any portion thereof and not to change the design of balcony railings, window grills, and/or change the outer elevation of the said Office Space or the Building under any circumstances;
- h) Not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Unit or any part of the Building or the Premises or may cause any increase in the premium payable in respect thereof;
- i) Not to make or permit or play any disturbing noises or loud sounds or music in the Premises or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers of the Building and/or disturb them;
- j) Not to use the lifts in case of fire and also not to use the lifts for the purpose of

carriage or transportation of any goods, furniture, heavy articles, etc. save and except the lift specifically installed for carriage of the goods and articles, if any;

- k) Not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance Agency/Association;
- l) Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation;
- m) Not to alter or permit any alteration in the elevation and to decorate the exterior of the Building and outside colour scheme of the exposed/external walls or external doors and windows including grills/gates of the said Office Unit otherwise than in the manner agreed by the Second Party/Promoter in writing or in the manner as near as may be in which it was previously decorated or deviation or which in the opinion of the Second Party/Promoter may affect the elevation of the Building;
- n) Not to deposit or throw or permit to be deposited or thrown any garbage, rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas or installations of the Building and the Premises and to deposit the same in such place only in the Premises and at such time and in such manner as the Maintenance Agency may direct;
- o) Not to store or allow anyone to store any goods articles or things in or around the staircase, lobby, landings or other common areas or installations of the Building;
- p) Not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Building;
- q) Not to make any claim of any nature whatsoever in respect of the Premises other than the said Office Unit hereby agreed to be transferred and the common enjoyment of the Common Areas in respect of the same;
- r) Not to claim any right over and/or in respect of any terrace or roof (other than the use of the Common Roof Area only) of the Building or any open land at the Premises or in any other open or covered areas of the Building and the Premises not meant to be a common area or portion;
- s) Not to store in the said Office Unit or any part of the Premises any hazardous, combustible, inflammable, injurious or obnoxious article likely to injure, damage or prejudicially affect or expose the Premises or any part thereof and/or any neighboring property to any risk of fire or any accident;
- t) Not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner and/or for any reason whatsoever, relating to or concerning the construction or completion or sale of the Building and/or the Units by the Second Party/Promoter at any time, whether before or after the Date of Possession and/or delivery of possession of the said Office Unit to the Allottee, notwithstanding there being temporary inconvenience in the use and enjoyment of the said Office Unit by the Allottee and to be responsible and liable for all losses and damages which the Second Party/Promoter may suffer in this regard due to any default by the Allottee;
- u) Not to object, obstruct or create any hindrance to the Second Party/Promoter making Additional/Further Constructions subsequently and/or granting similar

- rights to the owners and occupiers thereof in respect of the Common Areas.
- v) Not to object, obstruct or create any hindrance to the use of the Common Areas particularly those mentioned in Schedule E by the owners and occupiers of all Units and/or other spaces of the Project as also the Additional/Further Constructions;
 - w) not to shift or obstruct any windows or lights in the said Office Space or the Building and not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Office Space without the prior consent in writing of the Second Party/Promoter and/or the Association;
 - x) Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the said Office Space;
 - y) Not to block or occupy or encroach upon or obstruct or keep any article or goods in any pathways, passages, corridors, stairways, entrances or lobby or any of the Common Areas in any manner whatsoever;
 - z) Not to park or allow anyone to park any car at any place other than the space earmarked for parking car(s) of the Allottee, if any, mentioned in **Schedule A**;
 - aa) Not to sell, transfer, let out or part with possession of the said Car Parking Space, if so agreed to be acquired by the Allottee hereunder, independent of the said Office Space and to use the same only for the purpose of parking of a motor car;
 - bb) Not to raise or put up any kutchra or pucca constructions, grills, walls or enclosure of any kind around the said Car Parking Space or part thereof and keep it always open and not use it for dwelling or staying of any person or blocking it by putting any articles and not do anything to alter its current state;
 - cc) Not to make claim of any right of pre-emption or otherwise regarding any of the other Units or any portion of the Building and/or the Premises;
 - dd) Not to install any air-conditioner except at the spaces that may be specified by the Second Party/Promoter for installation of the split type air-conditioner and its Outdoor Unit and at no point of time to change the position or arrangement for the installation of air-conditioner without prior written consent of the Second Party/Promoter or the Association and under no circumstances to install any window type air-conditioner;
 - ee) Not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any portion of the Building and the Premises not forming part of the Common Areas;
 - ff) Not to attach or hang from the exterior of the Building on any side any radio or television aerial or TV /Satellite Dish Antenna;
 - gg) Not to install any loose, hanging or exposed wires or cables anywhere outside the said Office Unit;
 - hh) Not to object to the installation, erection and display of neon sign boards of the Owners on the roof of the Building at all times;
 - ii) Not to use the said Office Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity which could subject the Second Party/Promoter to any liability under environmental laws or any other laws;
 - jj) Not to interfere in any manner with the right, title, interest or entitlement of the Second Party/Promoter and/or its transferees in respect of other Units;
 - kk) Not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in this Agreement;

- ll) Not to change the Project name and its logo under any circumstances whatsoever;
 - mm) Not to claim any right, title, interest, or entitlement whatsoever in the Exclusive Private Roof Area; and
 - nn) Not to interfere in any manner with the Exclusive Private Roof Area Rights of the Owners (along with their guests and visitors) in respect of Exclusive Private Roof Area and/or do anything that may be contrary to Clause 34(ix).
3. The Allottee agrees, undertakes and covenants not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner or for any reason whatsoever relating to the Premises or concerning the development, construction or completion of the Premises including the Common Areas and/or any further extension, expansion, construction, addition or alteration therein from time to time and/or the transfer, sale or disposal of any Unit or any portion of the Premises and/or the Premises.
 4. The Allottee has agreed undertaken and covenanted not to question at any time the computation of the Super Built-up Area of the said Office Unit and not to claim or demand, under any circumstances whatsoever, details or calculations of the Super Built-up Area.
 5. If at any time there be imposition of or enhancement of any tax, duty, levy, surcharge or fee (including Goods and Services Tax) under any statute or regulation on the Premises, the Building and/or the said Office Unit or on the construction or transfer of the said Office Unit or any portion thereof (whether payable to the concerned authority by the Second Party/Promoter or the Allottee) the same shall be borne and paid by the Allottee wholly in respect of the said Office Unit and proportionately in respect of the Premises and the Building, without raising any objection thereto. The Second Party/Promoter shall not be liable for the same or any portion thereof under any circumstances whatsoever. The Allottee shall make such payment within 7 (seven) days of demand being made by the Second Party/Promoter and/or the concerned authority.
 6. The Allottee shall have no connection whatsoever with the other Unit Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Allottee and the other Unit Owners (either express or implied) and the Allottee shall be responsible to the Second Party/Promoter for fulfilment of the Allottee's obligations irrespective of non-compliance by any other Unit Owner.
 7. The Allottee shall be responsible for and shall keep the Owners and the Maintenance Agency indemnified of from and against all damages, claims, demands, costs, charges, expenses and proceedings occasioned relating to the Premises or any part of the Building or to any person due to any negligence or any act, deed, thing or omission made done or occasioned by the Allottee and shall keep the Owners and the Maintenance Agency indemnified of from and against all actions claims proceedings costs expenses and demands made against or suffered by the Owners and the Maintenance Agency as a result of

any act, omission or negligence of the Allottee or the employees, servants, agents, licensees, invitees or visitors of the Allottee and/or any breach or non-observance by the Allottee of the Allottee's covenants and/or any of the terms herein contained.

8. The transaction contemplated herein is a single transaction of sale and purchase of the said Office Unit and does not constitute any Party to be the agent of the other Party and no form of service is contemplated. It is further hereby expressly intended and agreed by and between the parties hereto that nothing herein contained shall be construed to be a "Works Contract" and it is hereby further intended and agreed by and between the parties hereto that in the event the Second Party/Promoter is liable to make payment of any Sales Tax, Works Contract Tax, Service Tax, Goods & Services Tax or any other statutory tax, duty or levy in respect of this Agreement or the transfer of the said Office Unit contemplated hereby, the Allottee shall be liable to and agrees to make payment of the same at or before taking possession of the said Office Unit.
9. The Parties shall keep confidential all non-public information and documents concerning the transaction contemplated herein, unless compelled to disclose such information/documents by judicial or administrative process or by other requirements of law.

SCHEDULE K - COMMON EXPENSES

1. **Association:** Establishment and all other capital and operational expenses of the Association.
2. **Common Utilities:** All charges and security deposits for supply, operation and maintenance of common utilities.
3. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.
4. **Litigation:** After handing over of possession all litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas of the Premises, including the exterior or interior (but not inside any Unit) walls of the Building.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas of the Premises, including lifts, generator, changeover switches, CCTV, if any, EPABX if any, pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas of the Premises.
7. **Rates and Taxes:** Corporation Tax, surcharge, Multistoried Buildings Tax, Water Tax and other levies in respect of the Building and/or the Premises save those separately assessed on the Allottee.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel,

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

9. **Management Fees**
10. **General & Out Pocket Expenses:** All other expenses and/or outgoings including litigation expenses, if any, as may be incurred by the Maintenance Agency/ Association for the Common Purposes.

SCHEDULE L

RIGHTS OF THE MAINTENANCE AGENCY/ASSOCIATION

- a) Apportionment of any liability of the Allottee in respect of any expenses, taxes, dues, levies or outgoings payable by the Allottee pursuant to this Agreement or otherwise shall be Proportionate.
- b) The Maintenance Charges payable by the Allottee with effect from the date of issue of the Completion Certificate, shall be payable on a monthly basis on the basis of the bills to be raised by Maintenance Agency/Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Maintenance Charges shall be decided by the Second Party/Promoter from time to time subject to a minimum of Rs. /- per square feet of super built-up area per month for the said Office Unit together with applicable Goods and Services Tax.
- c) The Maintenance Agency/Association shall be entitled to revise and increase the Maintenance Charges from time to time and the Allottee shall not be entitled to object thereto.
- d) The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by Maintenance Agency/Association (upon formation), within the prescribed due date, failing which the Allottee shall pay interest at the same rate prescribed in the Rules for delayed payments, for the period of delay, computed from the date the payment became due till the date of payment, to the Maintenance Agency/Association (upon formation), as the case may be. The Allottee also admits and accepts that apart from the above, the Maintenance Agency/Association shall also be entitled to withdraw, withhold, disconnect or stop all or any services, facilities and utilities to the Allottee and/or the said Office Unit including water supply, electricity, user of lift etc., in case of default in timely payment of the Maintenance Charges, Electricity Charges, Corporation taxes, Common Expenses and/or other payments by the Allottee after giving 15 days notice in writing.
- e) The Allottee shall co-operate with the other Unit Owners, the Owners and the Maintenance Agency in the management and maintenance of the Premises and shall observe and comply with such covenants as be deemed reasonable by the Owners and/or the Maintenance Agency for the Common Purposes.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee:

(1) Signature _____
 Name: _____
 Address: _____

Please affix
Photographs
and sign
across the
photograph

(2) Signature _____
 Name: _____
 Address: _____

Please affix
Photographs
and sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

Second Party/Promoter:

Signature _____
 Name: _____
 Address: _____

Please affix
Photographs
and sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

First Parties:

Signature _____
 Name: _____
 Address: _____

Please affix
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and sign
across the
photograph

Signature _____
 Name: _____
 Address: _____

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and sign
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Name: _____
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Signature _____
Name: _____
Address: _____

Please affix
Photographs
and sign
across the
photograph

At _____ on _____ in the presence of:

WITNESSES:

(1) Signature _____
Name _____
Address: _____

(2) Signature _____
Name _____
Address _____

Drafted by:

R. Ginodia & Co. LLP, Advocates
Ground Floor, 6, Church Lane
Kolkata – 700 001

DATED THIS DAY OF , 2023

BETWEEN

LOTUS ENCLAVE PRIVATE LIMITED & ORS.

AND

GINNI REALTY PROJECTS PRIVATE LIMITED

AND

AGREEMENT FOR SALE

Office Space No.	:	
Floor	:	

**R. Ginodia & Co. LLP
Advocates
Ground Floor, 6, Church Lane
Kolkata – 700 001.**

DATED THIS DAY OF , 2023

BETWEEN

LOTUS ENCLAVE PRIVATE LIMITED & ORS.

AND

GINNI REALTY PROJECTS PRIVATE LIMITED

AND

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