

**AGREEMENT FOR TRANSFER**

This Transfer Agreement (“**AGREEMENT**”) executed on this [ ] day of [ ] 2023

**BY AND BETWEEN**

**MACFARLANE & CO. LIMITED (PAN AABCM9446L) and (CIN No : [L5190WB1919PLC003356])** a company within the meaning of the Companies Act 1956 , and having its registered offices at Premises No. 9/1, R.N Mukherjee Road, Post Office R.N. Mukherjee Road and Police Station Hare Street, Kolkata–700 001, represented by his constituted attorney PS Group Realty Private Limited, pursuant to a registered power of attorney dated 25.07.2023, registered in the office of DSR-III, South 24 Parganas and recorded in Book –I, Volume No. 1603-2023, Pages from 306648 to 300662, being No. 160311142 for the year 2023, acting through its authorized signatory **MR RADHESHYAM PANCHARIA [PAN AEQPP5365K] [Aadhar No. 676100507035] son of Sri Bhanwar Lal Pancharia and working for gain at 1002, E M Bypass, Kolkata – 700 105, Police Station – Pragati Maidan, Post Office – Dhapa, appointed vide a Board Resolution dated 28.07.2023** hereinafter referred to as the “**LESSEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns) **of the FIRST PART**

**AND**

**PS GROUP REALTY PRIVATE LIMITED (PAN AABCP5390E ) and (CIN No [U65922WB1988PTC044915]),** a company incorporated under the Companies Act, 1956 and having its registered office at 1002 E.M. Bypass, P.S. Pragati Maidan (previously - Tiljala), P.O. Dhapa, Kolkata – 700105 , acting through its authorized signatory **MR RADHESHYAM PANCHARIA [PAN AEQPP5365K] [Aadhar No. 676100507035] son of Sri Bhanwar Lal Pancharia and working for gain at 1002, E M Bypass, Kolkata – 700 105, Police Station – Pragati Maidan, Post Office – Dhapa, appointed vide a Board Resolution dated authorized vide resolution dated .....** and authorized vide Board resolution dated [\_\_\_], hereinafter referred to as the “**PROMOTER**”(which expression shall unless repugnant to the context or meaning thereof be deemed mean and include its successor-in-interest and assigns) **of the SECOND PART.**

**AND**

[If the Allottee is a company]

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

[OR]

[If the Allottee is a Partnership]

[ ], a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at[ ], (PAN[ ], represented by its authorized partner [ ], (Aadhaar No[ ], son of [ ], residing at [ ], duly authorized vide [ ] hereinafter referred to as the “**ALLOTTEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their permitted assigns) **of the THIRD PART.**

[OR]

[If the Allottee is an Individual]

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

[OR]

[If the Allottee is a HUF]

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

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

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

**WHEREAS:**

- A. By Indenture of Lease dated February 18, 2021, registered with the Additional Registrar of Assurance-IV, Kolkata, Book No. I, CD Volume No. 1904-2021, Pages 65103 to 65130 being No. 190401039 for the year 2021, Macfarlane & Co Ltd (Lessee) granted leasehold rights to Texmaco Infrastructure & Holding Limited of ALL THAT demarcated and divided area of 13.34 Cottahs of land out of an area of 4 (Four) Bighas 6 (Six) Cottahs 14 (Fourteen) Chittacks and 31 (Thirty One) Sq. Ft. more or less situated at Premises No. 18, Radhanath Choudhary Road, Kolkata – 700 015, P.S. Entally, Kolkata, West Bengal for a term of 29 years and on the other terms and conditions set out therein. In the said Premises the Lessee remained entitled to the said Land.
- B. The Lessee and the Promoter have entered into a Development Agreement dated 15<sup>th</sup> July, 2022 registered at the office of DSR - III, South 24 Parganas, in Book No. I, Volume No. 1603-2022, Pages 418284 to 418338, Being No. 160311143 for the year 2022 (“Development Agreement”) for the purpose of development by the Promoter a real estate project over the said Land. The Lessee has also granted to the Promoter Power of Attorney dated 25.07.2023, registered in the office of DSR-III, South 24 Parganas and recorded in Book –I, Volume No. 1603-2023, Pages from 306648 to 306662, being No. 160311142 for the year 2023. The devolution of the Leasehold interest in favour of the Lessee in respect of the Said Premises/ Said Land is as mentioned Part II of Schedule A.
- C. (i) The Lessee is the absolutely and lawfully entitled to the leasehold rights in the Property more fully described in **Part – I of Schedule A** hereto which was acquired by the Lessees from time to time (hereinafter referred to as “the said **Land/Project Land**”).
- (ii) The vesting of the leasehold rights of **the said Land** in favour of the Lessee is more particularly detailed in **Part – II of Schedule A** hereunder.
- (iii) The Lessee desired to develop said Land and for that purpose had approached with the proposal of development of the said Land wherein the Lessee would allow, permit and that the Promoter would have all right power and authority to develop the said Land at its own cost and expenses.

- D. The Project Land is earmarked for the purpose of building a residential cum commercial project comprising, for the time being, multistoried apartment building having ground plus twelve (G+XII) storied (hereinafter referred to as “the **Building**”) as per plans sanctioned by the Kolkata Municipal Corporation vide plan No. 2023070088, dated 01st August, 2023) (hereinafter referred to as “the **sanctioned building plans**” which expression shall include all sanctions, vertical/horizontal extensions, modifications, integrations, revalidations and revisions made thereto) (the Project Land with the building to be constructed thereon hereinafter referred to as "the Project"). The Project shall be known as **Jadgrove Phase-I**.
- E. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title, and interest of the Promoter regarding the said Land on which Project is to be constructed have been completed.
- F. The Promoter vide letter dated 2<sup>nd</sup> September 2023 has submitted for the commencement of the Project.
- G. The Promoter has obtained the said sanctioned plans and finalized the specifications for construction and obtain other necessary approvals, if any, for the Project. The Developer has, under the said Development Agreement, exclusive rights to sublease, assign or otherwise Transfer the entire units and other transferable spaces and rights in the Project and to receive the price and other amounts in respect thereof.. The said sanctioned plan is being modified to allocate a commercial space in \_\_\_\_\_ plus \_\_\_\_\_ (\_\_\_\_ + \_\_) floor (“**Commercial Area**”) and the remaining \_\_\_\_\_ plus \_\_\_\_\_ (G + \_\_) floors (“**Residential Area**”) would be used for residential use and various car parking spaces . The Promoter agrees and undertakes that except as contained in clause J and elsewhere in this agreement, it shall not make any changes to the layout plans, if any, except in strict compliance with section 14 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “Act”) and/or other laws as applicable.
- H. The Promoter has registered the Project as a separate Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority (“Authority”) at [ ] on [ ] under Registration No. [ ].
- I. The Allottee had applied to the Promoter for allotment to assign the leasehold rights of an Apartment in the Project vide Application (“**Application**”, morefully detailed in **Part - V of Schedule B**) on the terms and conditions recorded therein, in pursuance whereof, by and under a provisional allotment letter (“**Allotment Letter**”, morefully detailed in **Part - VI of Schedule B**), the Promoter has provisionally allotted in favour of the Allottee assignment of leasehold

rights in respect of All That the Apartment described in **Part - I of Schedule B** hereunder written (“**Said Apartment**”) together with such number(s) of car parking space(s), if any, to be earmarked, identified and designated by the Promoter at the Building and/or the Said Project, which do not form a part of the Common Areas, as stated in **Part - II of Schedule B** hereunder written (“**Car Parking Space**”) for the parking of private medium sized/standard car(s) owned by the Allottee within such space(s), as permissible under the applicable law together with the irrevocable right to use the common areas, parts, portions, installations and facilities of the Project in common with the remaining allottees of the Project (hereinafter collectively referred to as the “**Common Areas**”, and more particularly described in **Schedule - D** hereto. For the sake of brevity Common Areas of the Project includes General Common Elements (defined below) and any other areas as defined under clause (n) of Section 2 of the Act . The Said Apartment together with the permission to park private medium sized car(s) owned by the Allottee within the space comprising the Car Parking Space if any, hereinafter collectively shall be referred to as “**Said Apartment And Properties Appurtenant Thereto**”).

- 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. At or before the execution of this Agreement, the Allottee confirm(s) that after having conducted and completed to his/her/their/its complete satisfaction independent due diligence and title verification of the title of the Lessee in respect of assignment of the leasehold rights of the said Land as also the compliance and/or non-compliance, if any, by the Promoter of all/any applicable law(s), notification(s), rule(s) etc., and after having carried out a physical inspection of the said Land, and further after inspecting, examining and perusing all the title deeds pertaining inter alia to the Devolution of Title, papers, documents etc. (including the various covenants, terms, conditions etc. respectively stipulated therein) related inter alia to the said Land including but not limited to amongst others, the Specifications, approvals etc. for the Project, the deeds, papers, documents, details, schedules etc. referred to and/or specified under the Act and the Rules as also those referred to and/or described herein, each of which have from time to time been provided by the Promoter to the Allottee and the Allottee confirm(s) and acknowledge(s) receipt of the true copies thereof, which are in the custody and possession of the Allottee, and the Allottee having understood and/or having complete and due notice and knowledge of, and after fully satisfying himself/herself/themselves/itself, has/have accepted, without any reservation, each of the aforesaid including the right of the Promoter as stipulated in this Agreement, and inter alia as morefully detailed and described in the **Part III of Schedule A**.
- L. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

- M. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- N. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Lessee and the Promoter hereby agrees to grant its leasehold right title and interest in the said Apartment And Properties Appurtenant Thereto and the Allottee hereby agrees to take acquire the Said Apartment And Properties Appurtenant Thereto as specified in paragraph H of the recitals.

**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 Lessee and the Promoter agrees to assign the leasehold rights to the Allottee, and the Allottee hereby agrees to assign the leasehold rights of the Said Apartment And Properties Appurtenant Thereto, as specified in Recital H hereinabove;
- 1.2 The total price (excluding Goods & Service Tax) for the Said Apartment And Properties Appurtenant based on the carpet area of the said Apartment is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only . In addition thereto the Allottee has agreed to pay the Extra Charges and Deposits and the Taxes all hereinafter collectively referred to as "**Total Price**". The break-up and description of the Total Price is as follows:

Sl. No.	Tower No. _____	Rate of Apartment per square feet (to be derived from amounts as per carpet area).
	Apartment No. _____ Type Standard Floor _____	Rs. _____/-
	Exclusive balcony or verandah	Included in Total Price above
	Parking - ___ ( _____ )	No Separate Charges
<b>a)</b>	<b>Apartment Price (in rupees) without Taxes</b>	Rs. _____/-
<b>aa)</b>	Taxes (The Goods and Service Tax and any other applicable tax on the Unit Price shall be payable by the Allottee as per prevalent rates)	As per prescribed rates, currently being 5% amounting to Rs. _____
<b>b)</b>	<b>Extra Charges (in rupees) without taxes</b>	
	b1)Transformer Charges & Electricity Charges- This amount is payable for the said Apartment as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Developer in making arrangement with CESC or any other Authority for providing and installing transformer at the said Project.	Rs. _____/-

	Provided the Allottee shall pay the Deposit to CESC directly on account of Individual Meter.	
	b2) Legal and Documentation Charges	Rs. _____/-
	b3) Association Formation Charges	Rs. _____/-
	b4) Diesel Generator Power Backup- This amount is payable for the installation of Diesel Generator (“DG”) for power backup to run the basic facilities in the Project. The maximum load that will be provided for ____ Apartment – ____ KW / ____ Apartment – ____ KW,	Rs. _____/-
	b5) VRV Air Conditioning Charges	Rs. _____/-
	b7) Club Development Charges	Rs. _____/-
bb)	Taxes (The Goods and Service Tax and any Other applicable tax on the Extra Charges shall be payable by the Allottee as per prevalent rates)	As per prescribed rates, currently being ____% amounting to Rs. _____
c)	<b>Deposits (in rupees)</b>	
	c1) Towards provisional Maintenance Corpus/Sinking Fund. This amount is payable as funds for future repairs replacement, improvements and developments in the said Project. This amount shall be and/or may be adjusted against any arrears	Rs. _____/-

	in maintenance charges and/or applicable taxes as the Promoter or the Association deem fit and proper.	
	c2) Advance Maintenance Charges	Rs. _____/-
	c3) Property Tax Deposit	Rs. _____/-
d)	Apartment Price as mentioned in Sl. No. a, Extra Charges as mentioned in Sl. No. b and its sub clauses and Deposits as mentioned in Sl. No. c and its sub clauses	Rs. _____/-
e)	Total Price as per <b>Clause (d)</b> (including Taxes).	Rs. _____/-

### 1.2.2

#### Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Said Apartment And Properties Appurtenant Thereto;
- (ii) The 'Taxes' component of the Total Price includes taxes payable by the Allottee (comprising of both tax paid as well as payable by the Promoter by way of Value Added Tax, Service Tax, CGST, SGST, Cess or any other similar tax which may be levied in connection with the construction of the Project by the Promoter) up to the date of handing over of possession of the Apartment to the Allottee or the date of execution of the Transfer/Assignment Deed in favour of the Allottee.

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

(iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 15 (fifteen) days from the date of demand by the Promoter within the time and in the manner specified in Schedule-C. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price in respect of the Said Apartment And Properties Appurtenant Thereto includes recovery of consideration of Car Parking Space and pro rata share in the Common Areas;

1.2 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 Competent Authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1.3 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule-‘C’** (hereinafter referred to as the **“PAYMENT PLAN”**).

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

- 15 Except as disclosed to the Allottee in this Agreement (including in Clause J recited above), it is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the Said Apartment And Properties Appurtenant Thereto or the Project, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may, at its sole discretion, against extra costs payable by the Allottee, make such minor additions or alterations as the Allottee may require or make such minor changes or alterations in accordance with the provisions of the Act.
- 16 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building/Tower is complete and the Occupancy Certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement or if no rate is specified then on pro rate basis. No claim by either party on any variation of carpet area or increase or decrease of Total Price shall be made after expiry of 15 days of issuance of notice by the Promoter to the Allottee to take possession of the Unit.
- 17 Subject to Clause 9.3 and subject to their being no delay or default in payments and compliances by the Allottee hereunder, the Promoter agrees and acknowledges, the Allottee shall have the right to the Said Apartment And Properties Appurtenant Thereto as mentioned below:
- (i) The Allottee shall have exclusive leasehold rights of the said Apartment.
  - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other allottees/occupants of the Project and the Adjoining Project (defined below), Promoter, Owners, other co-owners, occupants, maintenance staff etc. without causing any inconvenience and hindrance to them and as per rules made in this respect including the House Rules. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment

of maintenance charges and other charges as applicable. It is clarified that the Promoter shall assign undivided proportionate leasehold rights in the Common Areas to the Association of allottees as provided under the Act ; and

- (iii) That the computation of the price in respect of the Said Apartment And Properties Appurtenant Thereto includes recovery of price of the appertaining Land, construction of not only the said Apartment And Properties Appurtenant Thereto but also proportionately the common areas, internal development charges as per agreed specifications, external development charges as per agreed specification, taxes, cost of providing up to the Apartment the electrical connectivity, fire detection and fire fighting equipment in the common areas (if applicable). and includes cost for providing all other facilities as provided within the Project.

- 1.8 It is made clear by the Promoter and the Allottee agrees that the Apartment along with Car Parking Space (if any) 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 project in its vicinity or otherwise except for the purpose of integration of infrastructure and General Common Elements for the benefit of the Allottee. It is clarified that Project's facilities and amenities and General Common Elements shall be available only for use and enjoyment of the allottees of the Project and the Adjoining Project (defined below).
- 1.9 It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972 save and except the General Common Elements which shall be shared as disclosed in this Agreement.
- 1.10 The Promoter and/or the Lessee agree to pay all outgoings before transferring the physical possession of the Said Apartment And Properties Appurtenant Thereto to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land revenue, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter and/or the Lessee fails to pay all or any of the outgoings collected by it from all Allottees or any liability,

mortgage loan and interest thereon before transferring the Apartment And Properties Appurtenant Thereto to the Allottee, the Promoter and/or the Lessee agrees to be liable, even after the transfer of the Apartment And Properties Appurtenant Thereto, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

- 1.11 The Allottee has paid a sum equivalent to 10% of the Total Price (excluding Extra Charges, Deposits and Taxes) as booking amount being part payment towards the Total Price of the Apartment And Properties Appurtenant Thereto at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the balance of the Total Price of the Apartment And Properties Appurtenant Thereto as prescribed in the Payment Plan mentioned in **Schedule-C** as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Allottee delays in payment towards any amount which is payable, he/she/it shall be liable to pay interest at the rate specified in the RERA Rules.

## **2. MODE OF PAYMENT:**

Subject to the terms of this Agreement and Promoter abiding by the construction milestones, the Allottee shall make all payments, on a written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan described in **Schedule-C** through A/c Payee cheque/demand draft or online payment (as applicable) in favour of "P S Group Realty Pvt Ltd Jade Grove Phase 1" payable at Kolkata.

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

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s)/ modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or

amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on its/his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, it/he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of the Allottee and such third party shall not have any right in the application/allotment of the Apartment And Properties Appurtenant Thereto applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

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

**5. TIME IS ESSENCE:**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall, subject to Force Majeure, abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the Completion Certificate.. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C (“**Payment Plan**”).

**6. CONSTRUCTION OF THE PROJECT/ THE SAID APARTMENT AND PROPERTIES APPURTENANT THERETO:**

The Allottee has seen the specifications of the Apartment and accepted the payment plan, floor plans, layout plans annexed herewith which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said lay-out plans, floor plans, specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the Competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Competent Authority and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under this Agreement and the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

## **7. POSSESSION OF THE SAID APARTMENT AND PROPERTIES APPURTENANT THERETO :**

7.1 **Schedule for possession of the Said Apartment And Properties Appurtenant Thereto:** The Promoter agrees and understands that timely delivery of the possession of the Said Apartment And Properties Appurtenant Thereto to the Allottee along with ready and complete the Common Areas of the Project is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Said Apartment And Properties Appurtenant Thereto on 1<sup>st</sup> February 2028, unless there is a delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Project (“Force Majeure”). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to extension of time for the delivery of possession of the Said Apartment And Properties Appurtenant Thereto.

Provided, that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from allotment within 45 (forty-five) days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/she/it/they shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking possession:** The Promoter upon obtaining the Completion Certificate by the competent authority (**“Outgoings Payment Commencement**

**Date”)** shall offer in writing the possession of the Said Apartment And Properties Appurtenant Thereto (provided the Allottee is not in breach of any term or condition mentioned herein) to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee (**Possession Notice**). The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agrees(s) to pay the maintenance charges as determined by the Promoter/ association of allottees, as the case may be. The Promoter, on its behalf shall offer possession to the Allottee in writing within 60 days of receiving the completion certificate of the Project/Building containing the Unit

**7.3 Failure of Allottee to take possession of the Said Apartment And Properties Appurtenant Thereto:** Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee shall take possession of the Said Apartment And Properties Appurtenant Thereto from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Said Apartment And Properties Appurtenant Thereto to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2, such Allottee shall however be liable to pay maintenance charges as applicable (**Deemed Possession**).

**7.4 Possession by the Allottee:**

After obtaining the Occupancy Certificate or Completion Certificate and handing over physical possession of the Said Apartment And Properties Appurtenant Thereto to the Allottee, it shall be the responsibility of the Promoter to handover necessary documents and plans, including Common Areas, Amenities and Facilities to the Association of allottees or the competent authority, as the case may be, as per the local laws.

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

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the promoter herein is entitled to forfeit 10% (ten percent) of the Total Price. The balance amount of money paid by the Allottee (other than Taxes paid by the Allottee and/or stamp duty and registration charges incurred by the Allottee) shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation save and except with proper legal recourse.

**7.6 Compensation:** The Lessee shall compensate the Allottee in case of any loss caused to him due to defective leasehold rights/title of the said Land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Said Apartment And Properties Appurtenant Thereto (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a Developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the 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 him in respect of the Said Apartment And Properties Appurtenant Thereto, with interest at the rate specified in the Rules including compensation in the manner as provided under the Act within 45 (forty-five) days of it becoming due.

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Said Apartment And Properties Appurtenant Thereto.

## **8 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

The Lessee and Promoter hereby respectively represent and warrant to the Allottee as follows:

- (i) The Lessee has absolute, clear and marketable leasehold title with respect to the said Land; and Promoter has requisite rights to carry out development upon the said Land and absolute, actual physical and legal possession of the said Land for the Project;
- (ii) The Promoter 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 except the Promoter has got a facility sanctioned by \_\_\_\_\_ for providing loan to the Promoter for construction of the Project (hereinafter referred to as the “Financial Arrangement” which expression shall include any addition or modification of the loan so sanctioned and/or paid by the bank or financial institution to the Promoter) by mortgaging the Project on the said Land and the construction;

- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Said Apartment And Properties Appurtenant Thereto;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, the said Land and the Said Apartment And Properties Appurtenant Thereto are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project and the Said Apartment And Properties Appurtenant Thereto and the Common Areas, if any;
- (vi) The Lessee and the Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee agreed to be created herein, may prejudicially be affected;
- (vii) The Lessee and the Promoter has not entered into any agreement for Assignment/ Transfer and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land including the Project and the Said Apartment And Properties Appurtenant Thereto which will, in any manner, affect the rights of Allottee under this Agreement
- (viii) The Lessee and the Promoter confirms that the Promoter are not restricted in any manner whatsoever from assigning the leasehold rights of the Said Apartment And Properties Appurtenant Thereto to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Assignment/ Transfer Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Said Apartment And Properties Appurtenant Thereto to the Allottee and the Common Areas, Amenities and Facilities of the Project to the Association of Allottees;
- (x) The said Land is not the subject of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Land.
- (xi) The Promoter has duly paid and shall continue to pay and discharge all Government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings whatsoever payable with respect to the Project to the competent authorities till the issuance of the Completion Certificate .
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification has been received by or served upon the Lessee/Promoter in respect of the said Land and/or the Project.
- (xiii) That the said Land is not a Wakf Property

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

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

- i. The Promoter fails to provide ready to move in of the Said Apartment And Properties Appurtenant to the Allottee within the time period specified. For the purpose of this Clause, 'ready to move in shall mean that the Apartment shall be in a habitable condition which is complete in all respects And Completion Certificate issued in this respect shall be conclusive proof of the same.
- ii. Discontinuance of the Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

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

- i. Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- ii. The Allottee shall have the option of terminating this Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the Total Price of the Said Apartment And Properties Appurtenant along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice.

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Said Apartment And Properties Appurtenant.

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

- i. In case the Allottee fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount as the rate prescribed in the RERA Act or Rules;
- ii. In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Said Apartment And Properties Appurtenant

in favour of the Allottee and refund the money paid to it by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

**10 DEED OF ASSIGNMENT/TRANSFER OF THE SAID APARTMENT AND PROPERTIES APPURTENANT :**

The Promoter, on receipt of Total Price of the Said Apartment And Properties Appurtenant as mentioned in 1.2 above from the Allottee, shall execute a Deed of Assignment /Transfer and assign to the Allottee the leasehold title of the Said Apartment And Properties Appurtenant together with proportionate indivisible share in the Common Areas of the Project within 3 months from the date of issuance of Occupancy Certificate or Completion Certificate

However, in case the Allottee fails to deposit the stamp duty and registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the Deed of Assignment in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority (ies).

**11 MAINTENANCE OF THE SAID APARTMENT AND PROPERTIES APPURTENANT /PROJECT:**

11.1 The Promoter or its nominees shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of the allottees. The cost of such maintenance for 12 months has been included in the Total Price of the Apartment.

11.1A The maintenance for 12 months on account of Maintenance Deposit has been included in the Total Price of the Apartment. Further, such deposit shall be refunded on quarterly basis after receipt of upto date maintenance charges from the Allottees. Apart from the same, the Allottees undertake to make necessary monthly payments of maintenance charges as and when demanded by the Promoter after obtaining the completion certificate. In the event the Allottees fail to pay such maintenance charges then the Promoter shall be at liberty to appropriate such amount from the Maintenance Deposit/ Sinking Fund. However, the Allottees undertake to make necessary

payments over and above such advance maintenance deposits, if necessary, for such maintenance as fixed by the Promoter at actuals; on the basis that the Association shall be formed after receiving of the Completion Certificate for the whole Project. The Promoter for providing the maintenance services of the project will be entitled to the administrative charges of a portion of maintenance expenses/charge as to be decided by the Promoter. In case the formation of the Association is delayed beyond the said period, the Promoter shall provide and maintain the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottees shall be liable to pay to the Promoter the charges for such maintenance as fixed by the Promoter at actuals.

**11.2 Clauses in relation to maintenance of Project, infrastructure and equipment:  
Maintenance In-charge:**

**11.2.1 Association:** The Promoter shall enable the formation of Association that may be formed under the West Bengal Apartment Ownership Act, 1972 (“Association”) by the allottees of the apartments in the Project and the Allottee hereby agrees to become a member of the Association and to sign, execute and register all documents required for formation of the Association and for its running and administration. The Promoter shall appoint consultants having knowledge in formation of Association and the Allottee agrees to do all acts, deeds and things as may be required by such consultant within the stipulated times and to pay the proportionate costs of formation and operationalization of the Association.

**11.2.2 Maintenance Agency:** The Promoter may appoint one or more agencies or persons (“Maintenance Agency/Company”) to look after the acts relating to the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and facilities, amenities and Specifications, rendition of common services in common to the other Occupants and, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the other Occupants and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas of the Project and General Common Elements in common (“Common Purposes”) on such terms and conditions as it deems fit and proper. The Maintenance Agency may appoint professional facility management agencies or persons for conducting the day to day affairs as it may deem fit and proper. The fees and costs for such Maintenance Agency shall be proportionately borne and paid by the Allottee.

**11.2.3 Maintenance In-charge :** Upon formation of the Association and its taking charge of the acts relating to the Common Purposes, the Association and until then mean the Promoter or any

Maintenance Agency looking after the acts relating to the Common Purposes shall be the maintenance in-charge (“Maintenance In-charge”)

### 11.3 **Common Areas Related:**

- 11.3.1 The Project shall also contain certain Common Areas as specified in **SCHEDULE D** hereto which the Allottee shall have the right to use in common with the Promoter and other allottees of the Project and other persons permitted by the Promoter.
- 11.3.2 Save those expressed or intended by the Promoter to form part of the Common Areas including General Common Elements, no other part or portion of the said Building or the Project or the Adjoining Project shall be claimed to be part of the Common Areas, by the Allottee either independently or in common with any other Allottees. Further, may it be clarified that the Commercial Area of the Project shall not form part of the common area and shall be exclusively used for commercial exploitation of the Promoter
- 11.3.3 Upon construction of the Project at the said Land, the Promoter shall finally identify and demarcate portions to comprise in the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas which are reserved for common parking and for any other use and the areas so identified shall form part of the Common Areas of the Project and General Common Element.
- 11.3.4 The Promoter would provide right to use in the Common Areas in favour of the Allottee and if the laws for the time being in force otherwise requires transfer of Common Areas of the Project in favour of the Association and General Common Elements in favour of the Apex Association (defined below), then such transfer shall be carried out in favour of the Association/ Apex Association, to which the Allottee hereby agrees. If the formation of the Association/ Apex Association does not take place prior to the agreed and/or prescribed date for execution or Deed of Assignment/Transfer in respect of the Said Apartment in favour of the Allottee, then the transfer of the share in the Common Areas may be completed in favour the Association/ Apex Association as and when formed and any related documentation and acts deeds and things shall be done by the Allottee and/or the Association/ Apex Association and all stamp duty and other taxes, charges or costs to implement such transactions shall be borne and paid by the Allottee proportionately and/or the Association.
- 11.3.5 On the rear side of the Project, the Promoter is also undertaking development of ALL THAT Municipal Premises No. 17, Radhanath Choudhury Road (“**Adjoining Project**”). The Promoter for the beneficial interest of the Allottees and in order to provide wholistic range of facilities and amenities, the Promoter has formulated a Scheme whereby the Allottees of this

Project and the Adjoining Project shall be entitled to enjoy and use certain identified common Facilities and Amenities of both, this Project and the Adjoining Project (referred to as “the **General Common Elements**”, morefully detailed and described in PART II of Schedule D) similarly Allottees of the Adjoining Project shall be entitled to the same, this would ensure that the Allottees of both the Projects, have a wide range of facilities and amenities at their disposal. To facilitate such beneficial use of General Common Element, the Developer shall provide a temporary access gateway on the eastern side of boundary wall of the Project which would directly connect with the Adjoining Project.

- 11.3.6 However each of the Allottees of the Project shall be limited and restricted to the user of General Common Elements in the Adjoining Project and shall have no access or user to any other parts and portions of the Adjoining Project. Similarly, the Allottees of the Adjoining Project shall be limited and restricted to the user of the General Common Elements in the Project and shall have no access or user to any other parts and portions of the Project.
- 11.3.7 The Promoter upon obtaining the Occupancy Certificate or Completion Certificate of the Adjoining Project, the Promoter shall issue a notice in writing to the Allottees of the Project intimating the date from which the Allottees shall be entitled to use and avail the General Common Elements and on and from such date the Allottees shall be liable to pay the pro-rata cost of maintenance of the General Common Elements.
- 11.3.8 The Promoter through itself or through a facility management company shall run, operate, manage and maintain the General Common Elements and on formation of Association of both, the Project and the Adjoining Project, an Apex Association shall be formed, which would comprise of representatives of both the Associations, for the maintenance and upkeep of the General Common Elements. Such Apex Association through itself or through a facility management company to run, operate, manage and maintain and to collect maintenance charges on pro-rata basis from the Allottees of the Project and the Adjoining Project.
- 11.3.9 The Rules/ Bye Laws to regulate the use and maintenance of the General Common Elements shall during the interim maintenance period shall be framed by the Promoter with such restrictions as may be necessary for proper maintenance and all the Allottees of the Project and the Adjoining Project are bound to follow the same. After the General Common Elements of the Project and the Adjoining Project are handed over to the Apex Association, such Apex Association may adopt the Rules and the Bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Apex Association.

#### 11.4 **Apartment Related:**

11.4.1 Fittings & Fixtures: Except those provided by the Promoter, all fit-outs to be put- up, erected and installed at or inside the Apartment including the interior decoration shall be done and completed by the Allottee at its own costs and expenses. In doing and carrying out the said fit-out works, the Allottee shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the municipal, National Building Code and Fire Safety laws and rules and others and with minimum noise and without causing any disturbance or annoyance to the other Allottees. The Allottee shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the Fit-out works. The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in any way damage or destroy the beams and columns on the floor, ceiling and walls of the Apartment. The Allottee shall be responsible for all consequences, loss of life and property, damages or accidents that may occur due to breach or default on the part of the Allottee while carrying out any fit-out or other activity.

11.4.2 **Transfers by Allottee:** The Allottee may only after a period of 18 months from the date of execution of this agreement and that too upon taking prior written consent of the Promoter and against payment of the sum equivalent to Rs. 150 per sq.ft on carpet area + applicable Taxes or at which the said Apartment is purchased by the nominee, whichever be higher, in advance to the Promoter, get the name of his nominee substituted in his/her/their/its place and stead in the records of the Promoter as the Buyer of the said Apartment subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder which shall henceforth be observed fulfilled and performed by the nominee. Any such nomination shall be at the costs of the Allottee and/or the nominee and all stamp duty and registration charges, legal fees and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee or its nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum mentioned equivalent to Rs. 150 per square feet) mentioned in this clause in respect of the said Apartment paid to the Promoter as aforesaid) or Goods and Service Tax arising due to any nomination by the Allottee shall be payable by the Allottee or its transferee but the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Promoter or to which the Promoter is likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Allottee in advance to Promoter and the Promoter may not give any consent to any such nomination or transfer without the receipt of such payment. The Allottee shall not, however, be entitled to assign or transfer this agreement for a period of 18 months from the date of execution hereof nor to let out, transfer or part with possession of the said Apartment at any time until all the amounts, charges, outgoings and dues payable by the Allottee to the Promoter in respect of the said Apartment are fully paid up and a No Dues certificate is obtained by the Allottee from the Promoter.

#### 11.4.3 **Area Calculations:**

- a. **Carpet Area of Apartment:** The carpet area for the Apartment or any other apartment shall mean the net usable floor area of such Apartment, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the Apartment.
- b. **Balcony Area:** The net usable area of the exclusive covered balcony/ies (if any) attached to the Apartment.
- c. **Open Terrace Area:** The net usable area of the exclusive open space (if any) attached to the Apartment.
- d. **Built-up Area:** The built-up area for the Apartment or any other Apartment shall mean the Carpet Area of such Apartment and Balcony area and/or Open Terrace Area and 50% (fifty percent) of the area covered by those external walls which are common between such Apartment /Balcony/ Open Terrace Area and any other Apartment /Balcony/ Open Terrace Area and the niches/cupboard, elevation, treatment and the area covered by all other external walls of the such Apartment /Balcony/ Open Terrace Area.

#### 11.5. **Parking Facility Related:**

- 11.5.1 In addition to those contained in clause J above, it is clarified that the Project could also contain spaces which are not forming part of the amenities and facilities mentioned in SCHEDULE D hereto and which could be used for parking. The Promoter hereby reserves right to allot parking rights in such areas exclusively to the allottees of the Apartments in the Project who need the same and apply for the same within the period as may be stipulated by the Promoter and the Promoter may give preference to allottees who do not otherwise have parking space in the Project and against payment of the applicable maintenance charges to be paid to the Association
- 11.5.2 The Allottee shall not have any parking facility until full and final payment of all sums due by the Allottee in terms of this agreement and the Allottee further not being in default in complying his obligations as provided in this Agreement
- 11.5.3 All unsold or unallotted parking spaces shall be identified/demarcated and retained by the Promoter for disposal of the same at the consideration and in the manner deemed fit and proper by the Promoter

- 11.5.4 Any scheme of numbering of parking spaces will be subject to further revision as per the discretion of the Promoter and the revised parking number shall be intimated to the Allottee upon such revision.
- 11.5.5 The Allottee agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the parking spaces to any other Allottee nor to disturb the use of the allotted parking space by the concern Allottee.
- 11.5.6 The Allottee hereby further warrants and confirms that the Allottee shall, upon formation of the Association and/or execution of Deed of Assignment, as contemplated herein, cause such Association to confirm and ratify and shall not permit the Association to alter or change the allocation of Car Parking Spaces in the manner allocated by the Promoter to the various Allottees (including the Allottee herein) of the Apartments in the Buildings/Towers and the Project.
- 11.5.7 The Allottee is aware that the Car Parking Space , if comprised of mechanised parking system which will always be a dependent parking. A parking facility is dependent if the to and fro movement of the vehicle from the allotted parking space to the driveway is dependent upon moving another parked vehicle . It has been agreed that the Allottees of two different Apartment may be allotted the same set of mechanized parking system which would have the provision to park two medium sized cars. The Allottee who parks the car earlier shall park it at the upper level and the Allottee who comes later shall park the car at the lower level of the mechanized parking system. As and when the Allottee who has parked the car at the upper level wishes to take out the car, the Allottee of the lower level shall co operate and remove his car .
- 11.6 **House Rules:** The enjoyment of the Said Apartment, Parking Space, if any and the Common Areas by the Allottee shall be subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules below (“House Rules”) which the Allottee shall be obliged and responsible to comply with strictly. The said House Rules are more particularity provided in Schedule E hereunder written.
- 11.7.1 **Taxes and Outgoings:** The Allottee binds himself and covenants to bear and pay and discharge the following amounts, taxes, expenses and outgoings (“Taxes and Outgoings”):-
- a. Property tax and/or Municipal rates and taxes and water tax, (if any,) assessed on or in respect of the Apartment Car Parking Space and/or any component related to the said Apartment directly to the Municipal Authority and any other appropriate authority Provided That so long as the same is not assessed separately for the purpose of such rates and taxes,

the Allottee shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Land.

- b. All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the said Apartment or any component thereof or the Building or the Common Areas or the said Land and whether demanded from or payable by the Allottee or the Maintenance In-charge and the same shall be paid by the Allottee wholly in case the same relates to the said Apartment and proportionately in case the same relates to the Buildings or the said Land or any part thereof.
- c. Electricity charges for electricity consumed in or relating to the Apartment.
- d. Charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the said Apartment against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the said Apartment or any part thereof, wholly and if in common with the other Allottees, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
- e. Proportionate share of all Common Expenses to the Maintenance In-charge/Maintenance Agency from time to time payable for the Project and the General Common Elements. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-charge, maintenance charges calculated at the rate of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) per Sq. Ft. per month (To be adjusted from Maintenance Deposit, Effective from date of possession) - Or on actual whichever is higher only per square feet per month of the Unit area for CAM mentioned in clause 11.4.3(f) above. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In Charge at its sole and absolute discretion after taking into consideration the common services provided.
- f. Parking Facility Maintenance Charges for Parking Space to be decided later by the Promoter.
- g. Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Allottee.
- h. Goods and Service Tax and all other overheads in respect of the aforesaid outgoings and taxes payable by the Allottee as per prevalent rates.

- i. All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
- 11.7.2 All payments to be made by the Allottee shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Allottee or in the letter box earmarked for the Apartment Provided That any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof and the Allottee shall bear and pay the same accordingly and without any delay, demur or default and without raising any objection of any nature whatsoever. Part payment will not be accepted after the due dates.
- 11.7.3 The maintenance charges does not include the costs and expenses for major repair, replacement, reinstatement etc., of the Common Areas and the Allottee shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance In-Charge from time to time. Furthermore, the maintenance charges and all such payments shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and any non-user or non-requirement thereof shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Allottee.
- 11.7.4 The liability of the Allottee to pay the aforesaid Taxes and Outgoings shall accrue with effect from the Liability Commencement Date.
- 11.7.5 In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Allottee under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance-in-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears. Without prejudice to the liability of the Allottee to pay interest as aforesaid, in case the failure and/or default in any payment by the Allottee for two months then until such payment with applicable interest, the Allottee and persons deriving rights through him shall be debarred from the benefits of use of the common facilities and amenities and the Maintenance- in-charge shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Allottee and his employees guests agents tenants or licencees and/or the said Apartment. It is clarified that

any debaring, suspension, withholding or stoppage as aforesaid shall not affect the continuing liabilities of the Allottee in respect of payment of the Taxes and Outgoings and applicable interest during the period of such debar, suspension, withholding or stoppage.

- 11.7.6 The Allottee shall be and remain responsible for and to indemnify the Lessees, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the Buildings at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Lessees and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Lessees and/or the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfilment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee
- 11.7.7 **Liability Commencement Date:** In case the Promoter issues notice to the Allottee to take possession of the Apartment and the Allottee fails to pay the entire dues of the Allottee within the time stipulated in the notice or is in default in compliance of any of his other obligations hereunder, then notwithstanding the fact that the Promoter shall withhold possession of the Apartment on account of such failure or default of the Allottee, the Allottee's liability to pay the Taxes and Outgoings in respect of the said Apartment shall commence on the date of expiry of the time stipulated in the notice as aforesaid ("Liability Commencement Date"). Furthermore, with effect from the Liability Commencement Date and until the Allottee pays all its dues towards the Promoter and the said Apartment and remedies the concerned default and takes physical possession of the Apartment, the Allottee shall be liable for all consequences [of failure of compliance of House Rules and shall also be liable to pay to the Promoter a predetermined sum calculated @Rs.10,000/- per month towards withholding charges.
- 11.7.8 Common Expenses shall be all fees, costs, charges and expenses to be paid or incurred in respect of the management, maintenance, administration, repair, replacement, upkeep, protection, insurance, security of the Buildings (except the Apartments therein), and the Common Areas and the parking spaces and for all other Common Purposes
- 11.8 **Acknowledgments, Exceptions Reservations and Indemnities:** The Allottee doth hereby unconditionally and irrevocably agree to the rights, entitlements and authorities of the Promoter under clause I above and under the other provisions of this Agreement fully and in all manner and shall not be entitled to raise any objection, dispute, hindrance or claim on any account whatsoever in respect thereof. Without affecting the generality of the foregoing, the Allottee doth hereby authorize, allow and permit the Promoter to avail and/or

exercise all or any of rights and authorities envisaged under clause I above and/or the following rights and authorities at any time and from time to time hereafter:-

11.8.1 The Promoter shall at all times also be entitled to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc., (hereinafter referred to “as Project Branding”) and the Allottee or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever. The Allottee has no objection nor will at any time be entitled to raise any objection to any hoardings, neon sign, billboards, advertisements, signage (of any size and constructed of any material and the same, with or without illumination) of the brand name "JADE GROVE PHASE I", "PS GROUP REALTY” etc., (“Said Signage”) of the Promoter being erected on the roof and/or the parapet walls and/or the facade of the said Project and also the boundary walls of the said Project. The space for the Said Signage shall be deemed to have been excluded out of the subject matter of transfer and shall always belong to the Promoter. The Promoter shall maintain the Said Signage at its own cost if the Said Signage is illuminated, the Promoter shall bear the charges for actual electricity consumed for illumination on the basis of a separate meter specifically installed for this purpose. Neither the Allottee nor the Allottee's successor-in-interest shall at any time do any act, deed or thing which affects or hinders the absolute and unfettered right of the Promoter to put up the Said Signage and enjoy the benefits of the Said Signage. It is clarified that for the purpose of maintaining, managing, repairing, replacing, adding or altering the Said Signage, the Promoter and/or the men and agents of the Promoter shall at all times have the right of access to the areas in which the Said Signage are constructed and/or installed without any obstruction or hindrance either from the Allottee or the Maintenance In-charge. The Allottee further agrees not to use the name/mark JADE GROVE PHASE I", "PS GROUP REALTY in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever save and except for the purpose of address of the Apartment and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark.

11.8.2 The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, compactor and any other facility primarily for the use (but with possibility of outsiders being also provided services therefrom by the supplier/service provider) against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related

installations in respect of such facilities and/or services on the roof of the Buildings or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tanto subsidize meet the Common Expenses to that extent.

- 11.8.3 The Allottee has agreed that for the benefit of the Project, the Promoter shall be allowed to make any additions and alterations in the sanctioned plans, layout plans and specifications of the Project including the Common Areas without changing the layout, specification and carpet area of the Apartment as may be necessary due to architectural and structural reason on recommendation of the Architect. The Allottee unconditionally accepts and consents to the same and shall not raise any objection whatsoever in this regard.
- 11.8.4 The Allottee shall keep the Promoter indemnified of from and against all actions, proceedings, damages, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Promoter and/or the Association (upon formation) relating to the said Building/Project or any part thereof or to any person due to any negligence or any act, deed, thing or omission made, done or occasioned by the Allottee or the servants / agents / licensees / invitees / 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.

## **12 DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Allottee hereby agrees to purchase the Said Apartment on the specific understanding that is/her right

to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency/company appointed or the association of allottees (or the maintenance agency/company appointed by it) and performance of the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency/company or the association of the allottees from time to time.

**14 RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

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

**15 USAGE:**

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

**16 COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- 16.1 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost in good repair and condition and shall not do or suffer to be done anything in or to the Building or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipes and any other appurtenances thereto or belonging thereto, in good and tenable 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 / façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building / Project.
- 16.3 The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment, the Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees,. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

**18 ADDITIONAL CONSTRUCTION:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project (save and except as referred to in Clause J), after the Building Plan has been approved by the competent authority(ies), except for as provided in the Act.

**19 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

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

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

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

**21 BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter do not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar, West Bengal as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Registrar/Sub-Registrar/Registrar of Assurance for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

**22 ENTIRE AGREEMENT:**

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

**23 RIGHT TO AMEND:**

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

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

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

**25 WAIVER NOT A LIMITATION TO ENFORCE:**

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Schedule-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 Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

**26 SEVERABILITY:**

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

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

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

**28 FURTHER ASSURANCES:**

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

**29 PLACE OF EXECUTION:**

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

**NOTICES:**

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

Allottee:

| Name of the Allottee,

| [Allottee Address]

Promoter:

PS Group Realty Private Limited,

| 1002, EM Bypass, Kolkata -

700105

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

**30 JOINT ALLOTTEES:**

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

**31 SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Said Apartment And Properties Appurtenant, prior to the execution and registration of this Agreement for Assignment for the Said Apartment And Properties Appurtenant, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Assignment/ Transfer or under the Act or the rules and regulations made thereunder.

**32 GOVERNING LAW:**

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

**33 DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act and all disputes and differences relating to the said Apartment and Properties Appurtenant thereto in the Project shall be subject to the exclusive jurisdiction of Courts at Kolkata only.

**34 ADDITIONAL TERMS:**

The parties have agreed that notwithstanding anything to the contrary contained in this Agreement hereinbefore, the Agreement shall be subject to the following other terms conditions and covenants on the part of the Promoter and Allottees to be respectively paid observed and performed, as the case may be (it being clarified that in the event of any inconsistency or contradictions in the clauses abovementioned and those contained hereinafter, the provisions of the clauses contained in this clause 34 hereinafter contained shall prevail).

*The additional terms and conditions as per the contractual understanding between the Parties are recorded hereunder. However, it is expressly clarified that such additional terms and conditions are not in derogation of*

*or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.*

### **34.1 Additional Definitions**

In addition to any other terms which are defined in this Agreement by inclusion in parenthesis and/or quotations, the undernoted terms, shall, unless repugnant to the context or meaning thereof, have the meaning respectively assigned to each of such terms hereinbelow:-

**“Agreement”** shall mean this agreement together with each of the Recitals and Schedules stated and/or incorporated herein by reference or otherwise, as may be amended in the manner as recorded herein and/or in writing by the Parties from time to time by way of letters and/or supplemental agreements and/or addenda to this agreement.

**“Application Money”** shall mean Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

**“Balcony/Verandah”** shall mean the balcony(ies)/verandah(s) which is/are meant exclusively for the use of an Allottee, and which comprises an integral and inseparable part/component of an Apartment.

**“Booking Amount”** shall mean 10% (ten percent) of the Total Price, which includes the Application Money.

**“Building(s)”** shall mean the new building(s) consisting of various self-contained apartments and constructed spaces, proposed to be constructed at the said Land .

**“Common Expenses”** shall include each of the undernoted charges, expenses etc. payable proportionately by the Allottee and the other Allottees, each as determined by the Promoter at its sole and absolute discretion, which shall be final, binding and conclusive on each Allottee including the Allottee:

- a) all the costs, charges, expenses, fees etc. to be incurred for and/or on behalf of the Allottees for rendition of the Common Purposes; and
- b) all the Outgoings payable in respect of the said Land, the Building, the Common Areas including the General Common Elements; and
- c) the recurring costs, charges, fees, expenses etc. to be incurred/payable/ incurred for the smooth operation, running, management, maintenance, upkeep and administration of the several facilities, infrastructure, utilities etc. at/of the said Land and/or the Buildings including but not limited to those comprising a part of the Common Areas, including repairs, replacements, improvements etc. thereof; and
- d) all expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant, Firefighting equipment, CCTV, EPABX etc., the General Common Elements

and other common installations including their license fees, taxes and other levies (if any) and all the lights of the Common Areas.

- e) such other charges, expenses etc. as determined by the Promoter from time to time; and

each of the aforesaid together with the applicable Taxes thereon.

**“Common Purposes”** shall include:

- a) the maintenance, management, upkeep, administration, protection etc. of the said Land, the Building, the Common Areas (including the General Common Elements) and the several facilities etc. at/of the said Land and/or the Buildings including the repairs, replacements, improvements etc. thereof;
- b) dealing with and regulating matters of common interest of each of the Allottees relating inter alia to their mutual rights and obligations in respect of the said Land and the Project, for the use and enjoyment of their respective Apartments and the Common Areas (including the General Common Elements);
- c) Insurance of the Project and the Common Areas (including the General Common Elements)
- d) the collection and disbursement of the Common Expenses;
- e) all other common purposes and/or other matters, issues etc. in which the Allottees have common interest relating to the Project and the General Common Elements, the extent, mode and manner of each of the above to be as determined and formulated by the Promoter ; and
- f) all other common expenses and/or other matters issues etc. which the Allottees have in common interest relating to the said Land, the extent, mode and manner of each of the above to be as determined and formulated by the Promoter

**“Outgoings”** shall mean all the municipal rates and taxes, land revenue, assessments, electricity charges (including transmission loss), utility charges and all other outgoings by whatever name called including but not limited to those determined by the Promoter , which shall be final and binding on all the Allottees including the Allottee, each together with the applicable Taxes, interest and penalty thereon, if any.

**“Super Built Up Area”** shall mean the built-up area forming part of the Flat/Unit/Apartment and such proportionate share in the common parts and portions as may be determined by the Architect for the time being in respect of the said Project and any certificate given by him shall be final, conclusive and binding

#### **34.2 Additional terms and covenants regarding Mode Of Payment:**

- i. An intimation forwarded by the Promoter to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof. The issuance of such intimation by email or on any other digital platform at the address, email address or phone of the Allottee shall be sufficient intimation for the purpose of this clause by the Promoter upon the Allottee, and non-receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts.
- ii. All payments shall be made by the Allottee against proper receipts by the Promoter and the Allottee shall not be entitled to claim or to set up any other evidence regarding the payment.
- iii. The Tax Deductible at Source (“TDS”) under section 194 IA of the Income Tax Act, 1961 shall, if applicable, be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law. The Promoter or the Lessee shall not be liable in any manner whatsoever in case of default on the part of the Allottee in depositing such TDS.
- iv. The Promoter has been empowered and authorized under its Development Agreement with the Lessee to receive all amounts from the Allottee. The Promoter and the Lessee shall apportion their respective entitlements in accordance with the terms of the Development Agreement or as they may mutually agree and the Allottee shall have no concern therewith. Further, the Promoter has also been empowered and authorized under the Development Agreement to receive the entire Extra Charges and Deposits from the Allottee and the Allottee has satisfied himself about such rights of the Promoter.
- v. In case of the Allottee committing any delay or default in any payment to be made to the Promoter hereunder, then without prejudice to the other rights and remedies of the Promoter in respect of such default hereunder or under law, the Promoter may appropriate the subsequent payments made by the Allottee on such head/s of the defaulted amount and interest applicable thereon and in such manner as the Promoter may deem fit and proper and the Allottee shall not raise any objection, dispute or claim in respect thereof.

### **34.3 Additional Terms And Covenants Regarding Construction**

- i. The date stipulated in para/Clause 7.1 hereinabove are hereby and hereunder accepted and confirmed by the Allottee and the Allottee hereby agree(s) and undertake(s) not to raise any objection to the same on any ground whatsoever or howsoever. However, in the event prior to the date stipulated in para/Clause 7.1 hereinabove the Said Apartment And Properties

Appurtenant is ready for hand over in terms of this Agreement, the Allottee undertake(s) and covenant(s) not to make or raise any objection to the consequent pre-ponement of his/her/their/its payment obligations, having clearly understood and agreed that the payment obligations of the Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan.

- ii. The rights of the Allottee is limited to assignment of leasehold rights of the Said Apartment And Properties Appurtenant and the right to use the Common Areas, Amenities and Facilities of the Project and the General Common Elements and the Allottee hereby accepts the same and shall not, under any circumstances, raise any claim, contrary to the above.
- iii. In case the Allottee fails to take possession within the time provided in Clause 7.2, such Allottee shall however be liable to pay all other outgoings as mentioned in this Agreement from such date as mentioned in the Possession Notice.

#### 34.4 **Additional Terms And Covenants Regarding Cancelation by Allottee**

In addition to Clause 7.5 as provided herein above, it being agreed that if the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, then the Promoter herein is entitled to forfeit the booking amount paid for the allotment along with all interest liabilities of the Allottee (in terms of Sec. 19 (6) and (7) of the Act) accrued till the date of such cancellation at such rate of interest that may be prescribed by the Authority from time to time (which rate applicable on the date of these presents is – SBI (1 year MCLR) + 2 %) (“**Cancellation Charges**”) and the applicable G.S.T. payable on such Cancellation Charges.

It is further clarified that all amounts collected as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.

#### 34.5 **Additional terms and covenants regarding Default by Allottee**

- (i) In case of Default by Allottee under the condition listed above in 9.3 (ii) the Promoter shall have an option to pay the same directly to the bank account of the Allottee provided at the time of application form and this Agreement shall thereupon stand terminated and the same shall be and deemed to be sufficient discharge of the Promoter in respect of payment of such amount.

- (ii) It being further agreed and the Allottee expressly acknowledges understands and agrees that in the event of cancellation or termination of the allotment of the Said Apartment And Properties Appurtenant (and this Agreement) in terms of this Agreement by the Promoter or the Allottee, as the case may be, the Promoter shall be at liberty to act as the constituted attorney of the Allottee and execute, present or registration and register unilaterally a deed of cancellation, if required by the Promoter

#### **34.6 Additional terms on Defect Liability:**

The Clause 12 hereinabove shall be subject to the condition that the Promoter shall not be liable to rectify any defect occurring under the following circumstances:

- i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the Said Apartment And Properties Appurtenant, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- ii) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- iv) If the Allottee after taking actual physical possession of the Said Apartment And Properties Appurtenant, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;
- v) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.
- vi) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his / her agents in the manner in which same is required to be maintained.

- vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.
- viii) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment (which inspection Promoter shall be required to complete within 15 days of receipt of the notice from the Allottee), alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause 12 hereinabove and the Allottee shall not be entitled to any cost or compensation in respect thereof.

It is clarified that the Promoter shall handover the possession of the Apartment on completion of the Project to the Allottee by way of issuance of a letter (“**Letter of Handover**”) which shall at all times be construed as an integral part of this Agreement.

#### 34.7 **Additional terms and covenants regarding the right of the Promoter to create charge/mortgage**

- i) Notwithstanding anything contained herein, by the execution of this Agreement the Allottee has/have provided and hereby and hereunder confirm(s) his/her/its/their consent to the Promoter to/for the creation of any mortgage, security, charge or other Encumbrances over and in respect of the said Land and/or the Building and/or any part or portion thereof in favour of any bank and/or financial institution providing loan and/or financial assistance to the Promoter for the purpose of development of the Project provided that no such mortgage, security, charge or other Encumbrances shall in any manner affect the right, title and interest of the Allottee. For the avoidance of any doubt it is clarified that this Agreement by itself shall be treated as the written consent of the Allottee for creation of charge/ mortgage over any part or portion of the said Land and/or the Building, and no separate consent of the Allottee shall be required for the said purpose.
- ii) The Promoter undertakes to cause the said bank(s)/financial institution(s) to: (a) issue, if necessary, a no-objection letter in favour of the Allottee to enable the Allottee to take a home loan from any bank or financial institution for financing the purchase of the Said Apartment And Properties Appurtenant; and (b) upon receipt by the Promoter from the Allottee (to the complete satisfaction of the Promoter), of the full payment and/or deposit, as the case may

be, of all sums, amounts etc. payable/to be deposited by the Allottee in terms of this Agreement, before execution of the Deed of Assignment in favour of the Allottee, subject to the terms of this Agreement, the Promoter shall cause the mortgage, security, charge or other Encumbrances, if any created by the Promoter over and in respect of the Said Apartment And Properties Appurtenant Thereto, to be discharged and/or released.

### **34.8 Additional General Terms and Conditions**

- i. It is clarified that in the declarations/deeds/documents/undertakings to be filed before the concerned authorities for registration of the Project under West Bengal Apartment Ownership Act, 1972, the common area shall preclude the Commercial Area of the Project, which shall be exclusively used for commercial exploitation of the Promoter.
- ii. Notwithstanding any contrary provisions, it is expressly agreed that no refund to the Allottee shall, under any circumstances whatsoever, be made of any amount paid by the Allottee on account of Taxes and/or stamp duty and registration charges incurred by the Allottee. The Allottee shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard.
- iii. Nothing contained in this Agreement shall affect or prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.

#### **SCHEDULE- "A"**

##### **Part – I**

##### **[said LAND]**

ALL THAT piece and parcel of land containing an area of 3 bighas, 13 cottahs, 9 chittacks and 11 sq.ft. be the same a little more or less situate lying at and being Municipal Premises No. 18, Radhanath Chowdhury Road, Kolkata- 700015, under Sub Registration No. 56 of the Kolkata Municipal Corporation, under Sub Registration Office Sealdah, in the District of 24 Parganas duly butted and bounded as follows:

ON THE NORTH : By Bibi Bagan Lane

ON THE SOUTH : By Private Passage

ON THE EAST : By Municipal Premises No. 17, Radhanath Chowdhury Road

ON THE WEST : By Radhanath Chowdhury Road

And delineated in the map/ plan attached as **Annexure A** hereto

**Part – II**

**[Title]**

1. One Jadu Nath Sarkar, was the owner of Premises No. 18, Radhanath Choudhary Road, Kolkata 700015 comprising an area of 86 (Eighty Six) Cottahs 14 (Fourteen) Chittacks and 31 (Thirty One) Square Feet.
2. The said Jadu Nath Sarkar made and published his Will dated February 25, 1914 whereby he bequeathed all his properties in favour of his wife, Swarnamoyee Dasi.
3. Jadu Nath Sarkar died on an unknown date and upon his death, Swarnamoyee Dasi being the sole beneficiary under his Will dated February 25, 1914, became the absolute owner of Premises No. 18, Radhanath Choudhary Road, Kolkata 700015 comprising an area of 86 (Eighty Six) Cottahs 14 (Fourteen) Chittacks and 31 (Thirty One) Square Feet.
4. The said Swarnamoyee Dasi, died on March 17, 1937 leaving behind her Will dated November 17, 1925 wherein she had appointed Binoy Krishna Das, Sachindra Nath Kolya and Dhirendranath Halder as the executors.
5. Probate was granted to Binoy Krishna Das, Sachindra Nath Kolya and Dhirendranath Halder being the executors to the Will dated November 17, 1925 by the Hon'ble High Court at Calcutta at Fort William on September 24, 1937.
6. The said Binoy Krishna Das and Dhirendranath Halder, died without leaving any surviving legal heirs.

7. By a decree dated July 24, 1939, passed by the Hon'ble High Court at Kolkata in Suit No. 1062 of 1939 (Sachindra Nath Kolya vs Mrinalini Dassi), Sachindra Nath Kolya was declared as the sole executor of Swarnamoyee Dasi's Will dated November 17, 1925.
8. Thereafter, Sachindra Nath Kolya executed Deed of Lease dated March 11, 1970 registered with the Registrar of Assurances in Book No. I, Volume No. 78, Pages 230-237 being No. 1832 for the year 1970 wherein a lease of the Leasehold Land (86 Cottahs 14 (Fourteen) Chittacks and 31 (Thirty One) Sq. Ft. being vacant land) was granted in favour of the Lessor for a term of 40 years which term expired on January 31, 2010. The Lessor herein (being the lessee therein) constructed sheds, godowns, buildings and structures on the Leasehold Property.
9. By Deed of Declaration dated December 6, 1972, registered with the District Registrar, 24-Parganas, in Book No. IV, Volume No. 42, Pages 51-53 being No. 1445 for the year 1972, Sachindranath Kolya declared that Pillabhui Saphui (nee Kolya) and Mirabai Naskar (nee Kolya) shall be the successors to his executorship to the estate of Late Swarnamoyee Dasi.
10. The said Sachindra Nath Kolya, died on April 29, 1990 leaving him surviving his two daughters namely, Pillabhui Saphui and Mirabai Naskar as his only heiress and legal representatives.
11. In light of the aforesaid facts, the Leasehold Property was owned by Pillabhui Saphui and Mirabai Naskar.
12. By Indenture of Lease dated January 2, 2013 made between Pillabhui Saphui and Mirabai Naskar, being the executrix of the estate of Late Swarnamoyee Dasi, collectively referred to as the lessor therein of the One Part and Macfarlane & Co Ltd referred to as the lessee therein of the Other Part and registered with the Additional Registrar of Assurance-I, Book No. I, CD Volume No. 1, Pages 589 to 618 being No. 28 for the year 2013, the lessor therein granted a lease of ALL THAT piece and parcel of land containing an area of 4 (Four) Bighas 6 (Six) Cottahs 14 (Fourteen) Chittacks and 31 (Thirty One) Sq. Ft. more or less situated at Premises No. 18, Radhanath Choudhary Road, Kolkata – 700 015, P.S. Entally, Kolkata, West Bengal for a term of 99 years (commencing from February 01, 2010 and expiring on January 31, 2109) in favour of the lessee therein (being the Lessor), for a lease premium of Rs. 44,00,000 (Rupees Forty Four Lakh only), yearly rent of Rs. 100 and on the other terms and conditions set out therein.
13. The terms of the aforesaid Indenture of Lease dated January 2, 2013, provide for an option to the lessee therein to renew the lease for further terms of 99 years on the same terms and conditions without being liable to pay any premium, such renewal being automatic unless a contrary intention is expressed by the lessee.

14. Further, in terms of Clause V paragraph (h) of the Indenture of Lease, the Lessee therein is entitled to sub-let, transfer, assign, sub-lease or sub-demise the Leasehold Property and/or otherwise transfer and/or part with possession and/or alienate the Leasehold Property or any portion thereof and /or benefits arising therefrom and such parts and/or on such terms and conditions as the lessee therein (the Lessor) shall deem fit, subject to the lessee continuing paying the rent as per the Indenture of Lease.
15. By Indenture of Lease dated February 18, 2021, registered with the Additional Registrar of Assurance-IV, Kolkata, Book No. I, CD Volume No. 1904-2021, Pages 65103 to 65130 being No. 190401039 for the year 2021, Macfarlane & Co Ltd (Lessee) granted leasehold rights to Texmaco Infrastructure & Holding Limited of ALL THAT demarcated and divided area of 13.34 Cottahs of land out of an area of 4 (Four) Bighas 6 (Six) Cottahs 14 (Fourteen) Chittacks and 31 (Thirty One) Sq. Ft. more or less situated at Premises No. 18, Radhanath Choudhary Road, Kolkata – 700 015, P.S. Entally, Kolkata, West Bengal for a term of 29 years and on the other terms and conditions set out therein.
16. In the said Premises the Lessee remained entitled to the said Land.

### **PART III**

#### **[Representations, Confirmation and Acknowledgment by the Allottee]**

The Promoter hereby informs and/or represents to the Allottee as follows:

- i) the right, title and interest of the Lessee over/in respect of the said Land and to develop and deal with the Project intended to be constructed/developed on the said Land;
- ii) the Devolution of Title;
- iii) the nature, state, condition and measurement of the said Land and the Project, as applicable, and the manner in which the same is/are presently intended to be used;
- iv) the Car Parking Space if any, comprises an integral and inseparable part of the Said Apartment, subject to due compliance by the Allottee of each of the stipulated terms, to the satisfaction of the Promoter;
- v) the proposed location, lay out plan and the dimensions of each of the Said Apartment and the Car Parking Space;

- vi) the Common Areas which are intended to form a part of the Project and General Common Elements (defined above) forming part of the Adjoining Project (defined above);
- vii) the laws/notifications and rules applicable to the area where the said Land is situated, in general, and the Project and similar projects, in particular;
- viii) the present estimated respective Carpet Area of the Said Apartment and the manner of calculation thereof;
- ix) the nature and the extent of the rights and benefits proposed to be granted and/or extended to the Allottee as also the several obligations to be performed and fulfilled by the Allottee, each to the satisfaction of the Promoter;
- x) the terms, conditions, covenants, stipulations, restrictions, reservations and obligations in the matter of assigning the leasehold title in respect of the Said Apartment And Properties Appurtenant Thereto along with the permission to park private medium sized car(s) within the space comprising the Car Parking Space if any, the manner and method of use and enjoyment of the same as well as the covenants running with the said Land and the Said Apartment and Properties Appurtenant Thereto;
- xi) that the Car Parking Space/s provided in the Project are for the benefit of the Allottee/s or occupant/s of the Project. The rights to use Car Parking Space/s have to be earmarked to the Allottees for facilitating the smooth functioning and use of Car Parking Space/s. In the absence of such earmarking of Car Parking Space/s, the use of the Car Parking Space/s would result in disharmony and periodical disputes amongst the Allottees/occupants of the Apartments. In view of the same the Allottee/s hereby irrevocably authorizes the Promoter to earmark Car Parking Space/s to the Allottee/s at their discretion in the mutual interest of one and all in order to maintain peace, cordiality and harmony among the Allottees. The Allottee/s further declares that he/she/they is/are bound by such earmarking of Car Parking Space/s and will not question the authority of the Promoter in doing so and further desist from making any issue or claims in respect thereto.
- xii) the Specifications as also the measurements, dimensions, designs and drawings;
- xiii) the state and condition in which the Said Apartment And Properties Appurtenant Thereto if any are intended to be handed over to the Allottee subject to compliance by the Allottee of each of the stipulated terms to the satisfaction of the Promoter;

- xiv) the Promoter is desirous to amend and modify the Plan in the manner morefully detailed and described below and the Allottee unequivocally agrees and accepts such amendment and modification voluntarily and this acceptance herein, shall be construed to be a consent under Section 14 of the Act and Section 9 (3) of the Rules:

PARTICULARS	SANCTION	PROPOSED (RULE 26 )
FAR	2.741	2.742
BUA	11085.67 SQM	11089.72 SQM
NO. OF TENAMENTS	116 NOS. 2nd fl= 4nos, 3rd fl=6nos, 4th fl=10 nos, Typ(5th-12th)=12*8=96nos.	116 NOS. 2nd fl= 6nos, 3rd fl=8nos, 4th fl=10 nos, Typ(5th-11th)=12*7=84nos, 12th fl=8 nos.
PARKING	115 NOS (Ground cover single=43, Open single=14, Open 2layers=12*2=24, 1st cover single=34)  Paraplegic parking = 0	118 NOS (Ground cover single=50, Open 2layers=1*2=2, Covered 2layers=3*2=6, Open 2layer puzzle parking s=28, 1st cover single=34,) Paraplegic parking = 2 (covered ground)
COMMERCIAL SPACE	NIL	65.93 SQM (Ground Floor- double height)
AMENITIES	<b>Indoor Amenities:</b> Gymnasium (2nd floor-double height) Indoor game (2nd floor-double height) Community hall(2nd floor-double height) Badminton court (2nd floor-Triple height) Swimming pool (2nd floor-Triple height) Changing room , Steam(2nd floor) Yoga room(2nd floor-double height)  <b>Outdoor Amenities:</b>	<b>Indoor Amenities:</b> Gymnasium (2nd floor-double height)       Swimming pool (2nd floor-Triple height) Changing room , Steam(2nd floor)  Lounge (2nd floor)  <b>Outdoor Amenities:</b>

	Green lawn - Open to sky	Green Lawn - open to sky Badminton court - open to sky Landscape lawn and play area - open to sky
STP LOCATION		Revised
SWIMMING POOL (at 2nd floor)	157.18 Sqm.	333.66 Sqm.

- xv) the Promoter shall be entitled to the Additional FAR, whereupon subject to compliance with the provisions of Section 14 of the Act and Section 9 (3) of the Rules and as provided for in this Agreement, the Promoter shall be entitled to and would be well within its right to alter, modify, amend, revise etc. the Plan and to undertake any further and/or additional construction(s) at the Project including constructing further upper floors above the topmost floor as it presently stands sanctioned, as a consequence whereof such floor shall not remain as the topmost floor of the Building, and the Promoter shall be further entitled to connect such further and/or additional construction(s) with the existing utilities and amenities at the Project/Building including all the Common Areas, notwithstanding any temporary disruption caused in the use and/or enjoyment of the Said Apartment And Properties Appurtenant Thereto, and each of such further constructions shall absolutely belong to the Promoter who shall be entitled to deal with the same in such a manner as the Promoter may deem fit and proper, and the Allottee hereby agree(s) and undertake(s) not to do, execute or perform or permit the doing, execution or performance of any act, deed or thing which may prevent the Promoter from undertaking the construction of and/or dealing with or otherwise transferring the aforesaid with full knowledge and acceptance of the fact that the aforesaid shall result in several changes including but not limited to a change in the Undivided Share, and the Allottee covenant(s) and undertake(s) not to object to the same on any ground whatsoever or to claim, demand etc. any compensation, damages etc.;
- xvi) the right of the Promoter to carry out, implement etc. any variations and/or additions and/or alterations and/or deletions and/or modifications and/or revisions to the Plan, the layout plans and the Common Areas subject to the terms of this Agreement and subject to compliance with the provisions of Section 14 of the Act and Section 9 (3) of the Rules and the Allottee hereby grant(s) and accord(s) his/her/their/its consent to the same;

and the Allottee further declare(s), confirm(s) and acknowledge(s) each of the following:

- a) that each of the terms, conditions, covenants, stipulations, restrictions, reservations and obligations recorded herein as well as the covenants running with the said Land and/or the Said Apartment And Properties Appurtenant Thereto and the manner and method of the use and enjoyment of the Said Apartment And Properties Appurtenant Thereto including those stated herein, have been arrived at after mutual discussions and negotiations between/amongst the Parties hereto, each of which have been accepted and voluntarily agreed to by the Allottee (without any coercion and/or influence), none of which can be treated as and/or considered to be oppressive or one-sided or unfair or heavily leaned in favour of the Promoter and/or as imposition of unfair conditions, as each has been formulated/stipulated bearing in mind the nature of the Project which would, inter alia, protect the rights of and/or enure to the benefit of the Allottee, and therefore are fair and reasonable;
- b) that the Allottee has sought and obtained independent legal advice and opinion and has caused this Agreement to be vetted by advocates/lawyers appointed by the Allottee;
- c) that the Allottee has entered into this Agreement after taking into account/consideration several factors, and thus the quantum of the Total Price, the Deposits, Extra Charges and all other amounts, charges, costs, deposits, expenses etc. as stipulated in this Agreement and agreed to be paid by the Allottee, are fair and just;
- d) that upon signing this Agreement, no conditions, stipulations, representations, guarantees, warranties etc. have been made by and/or on behalf of the Promoter other than those if any specifically set forth herein;
- e) that the Promoter has provided all the information and clarifications as required by and/or requested for from time to time, and the Allottee is/are fully satisfied with the same, and the Allottee further acknowledge(s) and confirm(s) that the Allottee has/have carefully read the terms, conditions and stipulations contained/recorded in this Agreement and understood the obligations and limitations of the Promoter as set forth herein, as also the obligations and liabilities of the Allottee, and has/have relied on his/her/their/its own judgment and investigation while deciding to apply to the Promoter for granting the rights and/or permissions (of the specific nature specified herein) in respect of the Said Apartment And Properties Appurtenant Thereto, if any, and to execute this Agreement (which is final in all respects), and the Allottee undertakes(s) and covenant(s) to faithfully abide by each of the terms and conditions of this Agreement;

that in view of the Allottee having agreed to make timely payment of and/or to timely deposit the various amounts including those stipulated herein, and having further undertaken and covenanted to faithfully abide by and comply with and perform and observe each of the terms and conditions stipulated herein, the Promoter has blocked for the Allottee the Said Apartment And Properties Appurtenant Thereto; and the Allottee hereby and hereunder undertake(s) and covenant(s) not to make or raise any objection or claim or requisition inter alia in respect of any of the aforesaid, or to make or raise or set up or initiate any claim or demand or action contrary to the aforesaid on any ground whatsoever or howsoever. The Parties hereby confirm that they are entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said Land and/or the Project and General Common Elements.

### **SCHEDULE - 'B'**

#### **DESCRIPTION OF THE SAID APARTMENT AND PROPERTIES APPURTENANT ]**

##### **Part -I (SAID APARTMENT)**

All That the Apartment No. \_\_\_\_\_ on the \_\_\_\_\_ floor in Tower No. \_\_\_\_\_ of the Building being constructed on the said Land as a part of the Project, having a Carpet Area of \_\_\_\_\_ sq.ft. more or less, with the respective areas of the Balcony/Verandah and the Open Terrace, if any, being respectively \_\_\_\_\_ sq.ft. more or less and \_\_\_\_\_ sq.ft. more or less, equivalent to a Built-up Area of \_\_\_\_\_ sq.ft. more or less.

For the purpose of registration the super built-up area is \_\_\_\_\_.

##### **Part II (CAR PARKING SPACE)**

All That the \_\_\_\_\_ (\_\_\_\_\_) number(s) of [\_\_\_\_\_] space(s) at the Building/Tower on the **said** Land to be considered as limited common areas as per the West Bengal Apartment Ownership Act, 1972, as earmarked, identified and designated by the Promoter for the parking of private medium sized car(s) owned by the Allottee within such space .

##### **Part III (FLOOR PLAN)**

**Part IV  
(SPECIFICATIONS)**

<b><u>Living Room/ Dining area</u></b>	
Flooring	Tiles
Wall	Ready to paint
Ceiling	Ready to paint
Main Door	Door laminate finish
Windows/ Glazing	Aluminium windows
Electrical	Modular switches and copper wiring
<b><u>Master Bedroom</u></b>	
Flooring	Tiles
Wall	Ready to paint
Ceiling	Ready to paint
Door	Flush door
Windows/ Glazing	Aluminium windows
Electrical	Modular switches and copper wiring
<b><u>Toilets</u></b>	
Flooring	Antiskid ceramic Tiles
Wall	Tiles up to false ceiling
Ceiling	False ceiling
Door	Flush door
Windows/ Glazing	Aluminium windows
Sanitary ware and CP fittings	Sanitary ware and CP fittings
<b><u>Balcony</u></b>	
Flooring	Tiles
Wall	Paint to match exterior elevation
Ceiling	Paint with lights installed
Railing	MS railing designed to match the exterior
<b><u>Kitchen</u></b>	
Flooring	Tiles
Wall	Tiles up to 2' height above kitchen counter
Ceiling	Ready to paint
Plumbing	Hot and Cold water line provision
Windows/ Glazing	Aluminium windows

Counter	Granite countertop

**Part V  
(Application Form)**

**Part VI  
(Allotment Letter)**

**SCHEDULE – “C”  
[PAYMENT DETAILS]**

Booking amount	10% of Total Consideration + GST
On Execution of Agreement (Within 30 days of Booking)	10% of Total Consideration + GST
On Completion of Piling	15% of Total Consideration + GST
On completion of Plinth level	10% of Total Consideration + GST
On Casting of 1st Floor	10% of Total Consideration + GST
On Casting of 4th Floor	10% of Total Consideration + GST
On Casting of 7th Floor	10% of Total Consideration + GST
On Casting of 10th Floor	10% of Total Consideration + GST
On Casting of Ultimate Roof	10% of Total Consideration + GST
On Possession	5% of Total Consideration + GST

**Extra Charges and Deposits shall be paid by the Allottee as and when demanded by the Promoter**

**SCHEDULE-D**

**PART I  
[COMMON AREAS OF THE PROJECT]**

1. Said Land
2. Staircases & lifts
3. Entrance lobby, Lift lobby.
4. Corridor
5. Fire refuge platform
6. Over head water reservoir
7. Underground water reservoir
8. Sewage treatment plant
9. Transformer yard
10. DG yard
11. Space for waste management
12. Electrical meter room
13. Vehicular ramp
14. Disabled Toilets
15. Gate goomty
16. Parking ( Ground floor, First floor, Mechanical)
17. Ultimate Roof

**PART II**  
**[GENERAL COMMON ELEMENTS]**

**Project**

1. Swimming Pool (Triple Height)
2. Gym
3. Badminton
4. Play Area
5. Pathways/Driveways leading to the General Common Elements in the Project
6. Staircase upto the General Common Elements in the Project
7. Elevator upto the General Common Elements in the Project

**Adjoining Project**

1. Community Hall
2. Lobby
3. Squash Court
4. Tea Hall
5. Indoor Game

6. Out Door Activities
7. Pathways/Driveways leading to the General Common Elements in the Project
8. Stair Case leading to the General Common Elements in the Project
9. Elevator upto the General Common Elements in the Project

**SCHEDULE E**  
**(HOUSE RULES)**

- i. to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Premises and other Common Purposes.
- ii. to use the Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Apartment or any activity which may cause nuisance or annoyance to the Allottees.
- iii. Without prejudice to the generality of the foregoing, not to use the Apartment or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other Allottees.
- iv. Not to put up or affix any nameplate or letter box or neon-sign or sign board or other similar things or articles in the common areas or on the outside wall of the Apartment or Building or anywhere in the Project PROVIDED HOWEVER THAT nothing contained herein shall prevent the Allottee to put a decent nameplate outside the main gate of his Apartment. It is hereby expressly made clear that in no event the Allottee shall open out any additional window or any other apparatus protruding outside the exterior of the Apartment save that the Allottee shall have the right install window/ split air-conditioners at the place/s provided therefor in the Apartment.
- v. Not to partition or sub-divide the Apartment nor to commit or permit to be committed any form of alteration or changes in the Apartment or in the beams, columns, pillars of the Buildings at the Project passing through the Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Apartments in the Project nor

to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Buildings at the Project or any part thereof.

- vi. not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- vii. not to install or keep or operate any generator in the Apartment or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Apartment is situate or in any other common areas of the Buildings at the Project or the said Land save the battery operated inverter inside the Apartment.
- viii. not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.
- ix. to maintain at his own costs, the Apartment and the Balcony, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, local Authority, CESC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Apartment as well as the user operation and maintenance of lifts, generators, tube- well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
- x. to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other allottees. The main electric meter shall be installed only at the common meter space in the said Project. 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 and outside walls of the Building.
- xi. not to sub-divide the Apartment and Car Parking Space under any circumstances.
- xii. not use or permit to be used the Apartment or the Common Areas or the Car Parking Space, if any, in such manner or commit any such act, which may in any manner cause nuisance or annoyance to other occupants of the Project and/or the neighboring properties and not to make or permit to be made any disturbance or to do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants of the said Project.

- xiii. not carry on or cause to be carried on any obnoxious or injurious activity in or through the Apartment, the Car Parking Space, if any and the Common Areas.
- xiv. not to keep any heavy articles or things that are likely to damage the floors or install or operate any machine or equipment save the usual home appliances.
- xv. to apply for and obtain at his own costs separate assessment and mutation of the Apartment in the records of appropriate authority within 06 (six) months from the date of possession.
- xvi. not to alter the outer elevation or façade or colour scheme of the Buildings at the Project (including grills, verandahs, lounges, external doors and windows etc.) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid.
- xvii. not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
- xviii. not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- xix. the Allottee shall not park any motor car, two wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever Provided that if the Allottee has been granted Car Parking Space, the facility of such parking shall be subject to the following conditions:-
  - a. The Allottee shall use only the space for Car Parking Space identified for him as per Part-II of SCHEDULE B hereto for parking;
  - b. The Allottee to whom \_\_\_\_\_ parking space is allotted shall pay the Car Parking Maintenance Charges punctually and without any delay or default;
  - c. The Allottee shall use the Car Parking Space, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Space.
  - d. No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
  - e. The Allottee shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
  - f. The Allottee shall not grant transfer let out or part with the Car Parking Space independent of the Apartment nor vice versa.

- g. The Car Parking Space does not confer any right of space on which such parking facility is provided.
  - h. In case due to any enactment or implementation of legislation, rule, bye- law or order of any judicial or other authority, the individual exclusive Car Parking Space at the space earmarked for the Allottee is not permissible, then the Allottee shall neither hold the Promoter and/or the Lessees liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Lessees.
  - i. In case the Allottee is provided facility of parking which is inter-dependent with any other parking facility in the Project or any part thereof then the Allottee shall not disturb/block the ingress and egress of car/two wheeler of the other Allottees of such facility or any other Allottees in the Project.
- xx to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Apartment at all reasonable times for construction and completion of the Buildings at the Project and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Apartment within seven days of giving of a notice in writing by the Maintenance In-charge to the Allottee thereabout;
- xxi to install fire fighting and sensing system gadgets and equipments as required under law and shall keep the Apartment free from all hazards relating to fire.
- xxii to keep the Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Apartment in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Buildings at the Project and not to do or cause to be done anything in or around the Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Apartment.
- xxiii. not to store or cause to be stored and not to place or cause to be placed any goods, articles or things in the Common Areas.
- xxiv. not obstruct the common pathways and passages or use the same for any purpose other than for ingress to and egress from the Apartment and the Car Parking Space, if any.
- xxv. not violate any of the rules and/or regulations laid down by the Maintenance In- charge for use of the Common Areas, Shared Common Areas and Shared Common Infrastructure

- xxvi. not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefore.
- xxvii. 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 Buildings at the Project or may cause any increase in the premia payable in respect thereof.
- xxviii. not to commit or permit to be committed any alteration or changes in, or draw from outside the Buildings at the Project, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Apartment and any other Apartment in or portion of the Project.
- xxix. to use the Common Areas only to the extent required for ingress to and egress from the Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the the Promoter and all other persons entitled thereto.
- xxx. to use of the Common Areas with due care and caution and not hold the the Promoter liable in any manner for any accident or damage while enjoying the Common Areas by the Allottee or his family members or any other person.
- xxxi. not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
- xxxii. not to claim any access or user of any other portion of the Project except the Said Building and the Common Areas mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
- xxxiii. not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
- xxxiv. no bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.

xxxv. keep the Common Areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the said Land.

xxxvi. not to change/alter/modify the names of the Project and/or any of the Buildings therein from those mentioned in this Agreement.

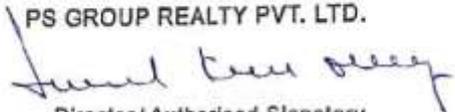
xxxvii. The Allottee agree, declare and confirm that the right, title and interest of the Allottee is and shall be confined only to the Apartment, the Car Parking Space and the other components of the Said Apartment and that the Promoter shall at all times be entitled to deal with and dispose of all other apartments, units, parking spaces/facilities, constructed spaces and portions of the Project in favour of third parties at such consideration and its sole discretion, which the Allottee hereby accepts and to which the Allottee, under no circumstances, shall be entitled to raise any objection.

**IN WITNESS WHEREOF** parties herein above named have set their respective hands and signed this Transfer/Assignment Agreement at [ ] in the presence of attesting witness, signing as such on the day, month and year first above written.

**SIGNED SEALED AND DELIVERED  
BY THE WITHIN NAMED  
LESSEE IN THE PRESENCE OF:**

**SIGNED SEALED AND DELIVERED  
BY THE WITHIN NAMED  
PROMOTER IN THE PRESENCE  
OF:**

**SIGNED SEALED AND  
DELIVERED BY THE WITHIN  
NAMED ALLOTTEE IN THE  
PRESENCE OF:**

PS GROUP REALTY PVT. LTD.  
  
Director / Authorised Signatory