

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“**Agreement**”) executed on this day of
, 202

BETWEEN

S.J.S. ASSOCIATES (PAN ARJPS0723N) a Sole Proprietorship Concern having its office at 41, Sarat Bose Road, P.S. Bhawanipore, P.O. Lala Lajpatrai Sarani, Kolkata – 700 020 and represented by its Sole Proprietor **SRI SAMIR J SHAH (PAN ARJPS0723N, Aadhaar No. 611643720868)** son of Sri Jitendra V Shah residing at Flat No. 5B, 41/1B, Jhowtalla Road, Pachsheel Building, P.S. Karaya, P.O. Ballygunge, Kolkata – 700 019, hereinafter referred to as the **OWNER/VENDOR** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives, nominees and/or assigns and assigns) of the **FIRST PART**. The Owner/Vendor herein is being represented by its Constituted Attorney **PDM EXIM** a Sole Proprietorship Concern and having its Flat at 1A, Ashutosh Mukherjee Road, P.S. Bhawanipore, P.O. Bhawanipore, Kolkata – 7000 020, and represented by its Sole Proprietor **SRI PUNIT POPAT (PAN AFLPP3320E, AADHAAR No. 795542918586)** son of Pravin K Popat by faith: Hindu, by Occupation: Business, by Nationality: Indian residing at Elgin Apartment, 1A, Ashutosh Mukherjee Road, P.S. Bhawanipore, P.O. Lala Lajpatrai Sarani, Kolkata – 700 020 by virtue of registered Development Power of Attorney dated 31.10.2013 which was registered with the District Sub-Registrar- I, at Alipore and entered in Book No. I, C.D. Volume No. 19, Pages 1723 to 1733, Being No. 04396, for the year 2013.

AND

PDM EXIM a Sole Proprietorship Concern and having its Flat at 1A, Ashutosh Mukherjee Road, P.S. Bhawanipore, P.O. Bhawanipore, Kolkata – 7000 020, and represented by its Sole Proprietor **SRI PUNIT POPAT (PAN AFLPP3320E, AADHAAR No. 795542918586)** son of Pravin K Popat by faith: Hindu, by Occupation: Business, by Nationality: Indian residing at Elgin Apartment, 1A, Ashutosh Mukherjee Road, P.S. Bhawanipore, P.O. Lala Lajpatrai Sarani, Kolkata – 700 020, hereinafter referred to as the **DEVELOPER/PROMOTER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its present partners or such other person or persons who may be taken in or admitted for the benefit of the said partnership business his respective heirs executors administrators legal representatives and assigns) of the **SECOND PART**:

AND

SMT. TARANA J. SHAH (PAN AIIPS2111C, Aadhaar No. 352159128643) wife of Sri Jitendra V Shah, all by faith: Hindu, all by Occupation: Business, both by Nationality: Indian, both residing at Flat No. 5B, 41/1B, Jhowtalla Road, Pachsheel Building, P.S. Karaya, P.O. Ballygunge, Kolkata – 700 019 herein after called and referred to as the **“CONFIRMING PARTY”** (which expression shall unless excluded by or repugnant to the context be deemed to

include her heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART.**

AND

(1)

referred to as the **ALLOTTEE(S)** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their respective heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART;**

The Owners, Developer/Promoter and Allottee(s) shall hereinafter collectively be referred to as the “parties” and individually as a “party”

A. DEFINITIONS – For the purpose of this Agreement for Sale, unless the context otherwise requires -

- (a) **ACT** - means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017) as amended and/or substituted;
- (b) **ADVOCATES** – shall mean shall mean such person or persons who may be appointed by the Developer as the Advocate;
- (c) **Flat/UNIT** - shall mean **All That** the Flat/Unit/**Space No.** containing a carpet area of Sq. Ft. plus Balcony area of Sq.Ft., (total Built up area being **Sq. Ft.** and total Super Built Up area being **Sq.Ft.**), be the same a little more or less on the **Floor** of the of the Building to be known as **“Oriental Regency”** together with right to park car at the covered parking space in the Ground Floor **being no.** situated within the said Building more fully and particularly described in **Part-I** of the **Third Schedule** here under written and together with the pro rata share in the Common Areas and the Common Facilities and Amenities to be used in common with the other Allottee(s) and Together with the said Share;
- (d) **ARCHITECT** – shall mean such person or persons who may be appointed by the Developer as the Architect for the said Building;
- (e) **ASSOCIATION** – shall mean an Association of Allottees in the Building duly formed by the Promoter under the provisions of West Bengal Flat/Unit Ownership Act, 1972 or any other similar Act applicable thereto;
- (f) **APPLICATION MONEY** - shall have the meaning ascribed to it in Clause 1.12;
- (g) **BUILDING / NEW BUILDING** - shall mean the new fully Residential Building under construction at the said Land for the time being, the

complex being named “Oriental Regency”, containing several independent and self contained Flats/Car Parking Spaces/Units, parking spaces and other constructed areas;

- (h) **BUILT UP AREA** - shall mean carpet area plus 100% area of the external walls which are not shared and 50% area of the walls shared by the Flat/Unit and the adjacent Flat/Units and 50% area of the walls shared by the common facilities like lift lobbies, stairs, corridors, duct and so on plus the balcony area, open terrace area or verandah, if any.
- (i) **BOOKING AMOUNT** - shall mean 10% of the Consideration for the Flat/Unit which includes the Application Money;
- (j) **CANCELLATION CHARGES** - shall mean collectively (i) the Booking Amount; (ii) all interest liabilities of the Allottee(s) accrued till date of cancellation; and (iii) the stipulated charges on account of dishonour of cheque and (iv) all amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities;
- (k) **CARPET AREA** – shall mean the net usable floor area of the Flat/Unit, excluding the area covered by the external walls, areas under services shafts, exclusive of balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Flat/Unit;
- (l) **COMMON AREAS** - shall mean and include the areas, as mentioned in **Part I** of the **Fourth Schedule** hereunder written;
- (m) **COMMON FACILITIES AND AMENITIES** - shall mean and include the areas, facilities and amenities as mentioned in **Part II** of the **Fourth Schedule** hereunder;
- (n) **COMMON FACILITIES TO BE AVAILABLE IN THE PROPOSED ADJACENT Residential COMPLEX** - shall mean and include the areas, facilities and amenities as mentioned in **Part III** of the **Fourth Schedule** hereunder;
- (o) **COMMON MAINTENANCE EXPENSES** – shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas and Common Facilities and Amenities and for rendition of common services in common to the Allottees as mentioned in the **Fifth Schedule** hereunder written and all other expenses for the Common Purpose to be contributed, borne, paid and shared by the Allottee(s);
- (p) **COMMON PURPOSES** – shall mean and include the purpose of managing, maintaining and up keeping the said Building as a whole

in particular the Common Areas, Common Facilities and Amenities, rendition of common services in common to the Allottees, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Allottees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Flat/Units exclusively and the Common Areas, Common Facilities and Amenities of the Building and the Building in common.

- (q) **PLAN** - shall mean the sanctioned plan of Kolkata Municipal Corporation having Building Plan No. 2021100172 dated 23.002.2022, duly sanctioned by the Kolkata Municipal Corporation for construction of residential Building comprising of one Ground + Four storeyed Building thereon consisting of self contained independent Flat and the car parking spaces whether open or covered within the said Building and the Common Areas and Common Facilities and Amenities thereto upon the said Land or on the part thereof to be known as “Oriental Regency”.
- (r) **BUILDING** – shall mean the Residential Building to be known as “Oriental Regency” comprising of one Ground + 4 storeyed Building standing thereon consisting of self contained independent Flats and the car parking spaces whether open or covered within the complex and the Common Areas, Common Facilities and Amenities to be constructed by the Developer in terms of the Plan on the said land or on the part thereof.
- (s) **SAID LAND** - shall mean **ALL THAT** piece or parcel of Land together with under construction Ground Plus Four Storied Building standing thereon measuring an area of 22 (Twenty Two) Cottahs and 4(Four) Chittacks be the same a little more or less situated at and being the Premises No. 61, Deshpriya Sasmal Road (amalgamation of two Premises No. 61 and 63), forming out of the old Premises Nos. 33, 34, 34/1, 35, 36, 37 and 38, Russa Road East, Police Station Tollygunge now Charu Market, under Sub-Registry Office at Additional District Sub-Registrar at Alipore, Kolkata – 700 033, within the local limits of the Kolkata Municipal Corporation under Ward No. 089, under Assessee No. 21-089-03-0139-3, District South 24 Parganas, more fully and particularly described in the **Part II** of the **First Schedule** hereunder written.
- (t) **SECTION** - means a section of the applicable Act.
- (u) **SERVICE INSTALLATIONS** - shall comprise of sewers, drains, channels, pipes, water courses, gutters, main wires, cables, conduits, aeriels, tanks, and soak ways and any other apparatus for the supply of water, electricity, telephone or television signals or for the disposal of foul or surface water.

- (v) **SPECIFICATION** – shall mean the specification for the said Flat/Unit as mentioned in the **Part II** of the **Third Schedule** hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.

All other words used herein shall have the same meaning, if defined in the Act or the Rules.

B. INTERPRETATION

- i. Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa.
- ii. Words in singular shall include the plural and vice versa.
- iii. Reference to a gender includes a reference to all other genders.
- iv. A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- v. Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement;
- vi. The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement; and
- vii. Words and expressions not defined herein but defined in the Act, shall have their meanings ascribed in the Act.

WHEREAS:

- A. By virtue of inheritance and/or under and by virtue of several Indentures of Conveyance executed and registered more fully and particularly described in the **Part I** of the **First Schedule** hereunder written, the Owner became absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece or parcel of Land together with under construction Ground Plus Four Storied Building standing thereon measuring an area of 22(Twenty Two) Cottahs and 4(Four) Chittacks be the same a little more or less situated at and being the Premises No. 61, Deshpran Sasmal Road (amalgamation of two Premises No. 61 and 63), forming out of the old Premises Nos. 33, 34, 34/1, 35, 36, 37 and 38, Russa Road East, Police Station Tollygunge now Charu Market, under Sub-Registry Office at Additional District Sub-Registrar at Alipore, Kolkata – 700 033, within

the local limits of the Kolkata Municipal Corporation under Ward No. 089, under Assessee No. 21-089-03-0139-3, District South 24 Parganas, more fully and particularly described in the **Part II** of the **First Schedule** hereunder written (hereinafter referred to as the said Land) free from all encumbrances, charges, liens, lispendense, acquisitions, requisitions, trusts of whatsoever nature.

- B. By Development Agreement and Developer Power executed and registered more fully and particularly described in the **Part I** of the **Second Schedule** hereunder written, S.J.S. Associates (then a partnership firm of the Confirming Party hereto, the Owner and late Jitendra V. Shah) on the terms and conditions mentioned therein appointed the Developer to develop construct erect the residential complex on the said Land and to residentially exploit the same.
- C. The said S.J.S. Associates (then a partnership firm of the Confirming Party hereto, the Owner and late Jitendra V. Shah) has also granted various powers to the Promoter (hereinafter referred to as “the **said Powers of Attorney**”) to act in their place and stead and to represent them in all matters and purposes concerning the said Building, the details of which are more fully and particularly described in the **Part II** of the **Second Schedule**.
- D. Pursuant to the terms and conditions of the aforesaid Development Agreement the Developer has got a plan, being Building Plan vide Sanction No. 2021100172 dated 23.02.2022, duly sanctioned by the Kolkata Municipal Corporation for construction of a multi storied Residential Building thereon comprising of one number of Ground + 4 storeyed Building thereon consisting of self contained independent Flats, other constructed spaces, if any and the car parking spaces within the Building Common Facilities and Amenities constructed by the Developer in terms of said sanctioned plan on the said Land or on the part thereof to be known as “Oriental Regency” (hereinafter referred to as the said Building). The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable.
- E. The said S.J.S. Associates, was converted from a partnership firm of Jitendra V. Shah, Tarana J. Shah and Samir J. Shah to a sole proprietorship concern of Mr. Samir J. Shah by a Deed of Dissolution dated 31st March 2017 and all the assets and liabilities of the partnership (including the said Land) became the assets and liabilities of the sole proprietorship concern of Samir J. Shah. Subsequently, Jitendra V. Shah died intestate on 24.04.2024 leaving him surviving Samir J. Shah and Tarana J. Shah as his only heir heiress and legal representatives. Although not required, however, at the request of Samir J. Shah, the surviving retired partner of the said firm namely Tarana J. Shah has joined in as party to these presents to concur confirm assure and reiterate the aforesaid and to accept the Owner hereto (being the

sole proprietorship concern of Samir J. Shah) as the sole and absolute owner of the said Land and to concur confirm assure the transfer envisaged herein in favour of the Allottee.

- F. The Owners and the Promoter are fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Promoter regarding the said Land, have been completed.
- G. The Allottee(s) has/have applied for allotment of a Flat/Unit in the said the Building under development and has been allotted **All That the Flat No.** containing a carpet area of Sq. Ft. (total Built up area being **Sq. Ft.** and total Super Built Up area being **Sq. Ft.**), with exclusive Balcony/Verandah having a Carpet Area of **Sq. Ft.** be the same a little more or less on the **Floor** of the of the Building to be known as **“Oriental Regency”** together with right to park **car** at the covered parking space in the Ground Floor **being no.** situated within the said Building (hereinafter collectively referred to as the **“said Flat”**) more fully mentioned in **Part I of the Third Schedule** hereto be developed in accordance to the Specifications as mentioned in **Part II of the Third Schedule** hereto and of pro rata share in the common areas of the said Building more fully mentioned in **Part I of the Fourth Schedule** hereto along with the right to enjoy the **Amenities and Facilities of the** Building more fully mentioned in **Part II of the Fourth Schedule** hereto.
- H. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I. It is hereby agreed that the application form shall be deemed to be a part of this Agreement.
- J. The parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the said Building.
- K. 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.
- L. The Allottee(s) has/have been made aware and has/have unconditionally agreed that the occupants of Flat/Units in the said Building shall also have complete and unhindered access to all Common Areas, Common Amenities and Facilities of the Building which are meant or allowed by the Promoter for use and enjoyment by such other third parties.

- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Owners and the Promoter hereby agree to transfer their right title and interest in the Flat/Unit together with the pro rata share in the common areas of the Building under development and the right to enjoy all Common Amenities and Facilities of the Building and the Allottee(s) hereby agree(s) to purchase the said Flat/Unit.
- N. It has been agreed by the parties that the Association of all the Allottee(s) of all the blocks/towers in the said Building as and when the said Building is completed in its entirety shall own in common all Building Common amenities and facilities of the Building together with all easements, rights and appurtenances belonging thereto.

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

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Owners and the Promoter agree to sell to the Allottee(s) and the Allottee(s) hereby agree(s) to purchase, the said Flat as specified in recital H above.
- 1.2.1 The Total Consideration of Flat is Rs. 93,36,000.00 (Rupees Ninety Three Lacs Thirty Six Thousand) only plus applicable GST, ("Total Consideration of Flat").

Unit/Flat No. Type Floor	Rate of Flat per Square feet of carpet area : Rs.
Cost of carpet area	Rs.
Floor escalation charges	Rs.
Covered Parking –	Rs.
Total Consideration for the Flat/Unit	Rs.

- 1.2.2 The Total GST in respect of Flat/Unit is Rs. . This is as per applicable rates and may change from time to time. ("Total GST").
- 1.2.3 The Total Extras Charges and deposits in respect of Flat/Unit is Rs. (Rupees) only ("Total Extras and Deposits") as and when will be required by the Promoter/Developer.

DEPOSITS :	
Sinking Fund- This amount is payable to the association as funds for future repairs replacement, improvements and developments in the said Building. This amount shall be and/or may be adjusted against any arrears in maintenance charges which will be charged @ Rs. per month, and/or applicable taxes as the Developer or the Association deem fit and proper.	Rs.
Total Deposits	Rs.
EXTRA CHARGES	
Legal and Documentation Charges	Rs.
Association Formation Charges	Rs.
Advance Maintenance Charges- This amount @ Rs. per month, is payable against 12 months advance maintenance charges for the said Flat	Rs.
Total Extras (in Rupees)	Rs.

Explanation:

- (i) The Total Consideration of the Flat/Unit as mentioned in Clause 1.2.1 above includes the booking money paid by the Allottee(s) to the Promoter towards the said Flat/Unit.
- (ii) The Total Consideration of the said Flat/Unit, Total GST and Total Extras and Deposits as mentioned in Clause 1.2.1, 1.2.2 and 1.2.3 above include taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Building payable by the Promoter, by whatever name called) up to the date of handing over the possession of the said Flat/Unit to the Allottee(s) and the said Building to the association of Allottee(s) after obtaining the completion certificate.

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the said Building as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Building by the Authority, as per the Act, the same shall not be charged from the Allottee.

Provided the Allottee(s) shall pay the Deposit to West Bengal State Electricity Board directly on account of Individual Meter.

- (iii) The Promoter shall periodically intimate in writing to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment as demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) 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 Consideration of the said Flat/Unit, Total GST and Total Extras and Deposits as mentioned in Clause 1.2.1, 1.2.2 and 1.2.3 includes recovery of price of land, cost of construction of not only the Flat/Unit but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electrical wiring, electrical connectivity to the Flat/Unit, lift, water line and plumbing, finishing with paint the exterior of the blocks/towers, marbles, tiles, doors, windows, maintenance deposits and other charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Flat/Unit and the Building.

1.2.5 **TDS:** If applicable, the tax deductible at source (TDS) under the Income Tax laws shall be deducted by the Allottee(s) 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 and the Allottee(s) shall provide proper certificate thereof to the Promoter within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee(s) to the concerned authority or proper certificate thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee under this agreement and the amount thereof shall be treated as outstanding.

1.3 The Total Consideration of the said Flat/Unit, Total GST and Total Extras and Deposits as mentioned in Clause 1.2.1, 1.2.2 and 1.2.3 is escalation-free, save and except increases which the Allottee(s) hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, costs/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. Provided That if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Building as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Building by the Authority as per the Act, the same shall not be charged from the Allottee(s).

- (i) If prior to execution of the conveyance, the Allottee(s) nominates his/their provisionally allotted Flat/Unit unto and in favor of any other person or persons in his/their place and stead, the Allottee may do so with the permission of the Promoter subject to payment of nomination charge of Rs. 5,90,000.00 (Rupees Five Lacs Ninety Thousand) only.
 - (ii) The Allottee(s) agree(s) and understand(s) that all the standard fitting, interiors, furniture, kitchenette and fixtures provided and dimension of the show/model residential Unit exhibited at the site only provides a representative idea and the actual Flat/Unit agreed to be constructed may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model Flat/Unit and the Allottee(s) shall not be entitled to raise any claim for such variation.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Sixth Schedule** hereto ("Payment Plan").
 - 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments for the period by which the respective installment has been proponed. The rate of discount shall be decided by the promoter and that shall be binding upon the Allottee(s). The Provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.
 - 1.6 The Allottee(s) agree(s) that he/she/they is/are aware that the Promoter is developing and/or proposing to develop in due course, other phases of the Building including the Residential complex on lands in the proximity as well.
 - 1.7 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 herein at **Third Schedule, Part II** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Flat/Unit without the previous written consent of the

Allottee(s) as per the provisions of the Act. Provided That the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations in accordance with the provisions of the Act. The Promoter shall take prior approval of the Allottee for extra charges, if any, as may be applicable for such addition- alteration.

- 1.8 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee(s) after the construction of the respective Block/Tower is complete and the occupancy certificate or such other certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Consideration of the said Flat/Unit, Total GST and Total Extras and Deposits as mentioned in clause 1.2.1, 1.2.2 and 1.2.3 payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by the Allottee(s) within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such excess amount was paid by the Allottee(s). If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Flat/Unit, allotted to Allottee(s), the Promoter may demand that from the Allottee(s) as per the next milestone of the Payment Plan as provided in the **Sixth Schedule**. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2.1 of this Agreement.
- 1.9 Subject to Para 9.3, the Promoter agrees and acknowledges that the Allottee(s) shall have the right to the Flat/Unit as mentioned below:
 - (i) The Allottee(s) shall have exclusive OWNERSHIP of the Flat/Unit;
 - (ii) The Allottee(s) shall also have right to use the Common Areas to be transferred to the association of Allottees, undivided prorata share in such Common Area of the said Building is included in the Flat/Unit as per applicable laws. Since the share/interest of the Allottee(s) in the Common Areas of the said Building is undivided and cannot be divided or separated, the Allottee(s) shall use all Common Amenities & Facilities along with other occupants, maintenance staff etc. of the Building, without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Amenities & Facilities to the association of Allottees after duly obtaining the completion certificate from the competent authority for the Building. Further, the right of the Allottee to use the Common facilities shall always be subject to the timely payment of maintenance charges and other charges as applicable from time to time.
 - (iii) That the computation of the price of the Flat/Unit includes recovery of price of land, construction of not only the Flat/Unit but also the

Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Flat/Unit, lift, water line and plumbing, finishing with paint the exterior of the blocks/towers, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Flat/Unit and the Building;

- (iv) The Allottee(s) has/have the right to visit the said Building site to assess the extent of development of the said Building and his/her/their Flat/Unit, subject to prior consent of the Building Engineer and complying with all safety measures while visiting the site without in any way interfering with the construction or finishing work.
- (v) The Promoter will not entertain any request for modification in the layouts of the Flat/Unit and external facade of the Blocks/Towers and common areas including common facilities and amenities.

1.10 It is made clear by the Promoter and the Allottee(s) agree(s) that the Flat/Unit along with one covered Ground Floor parking space shall be treated as a single indivisible unit for all purposes. It is agreed that the Building is an independent, self-contained Building covering the Building Land and is not a part of any other Building or zone and shall not form a part of and/or linked/combined with any other Building in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee(s). It is clarified that Building Common Amenities & Facilities shall be available only for use and enjoyment of the Allottees of the said Building.

1.11 Out of the Booking Amount, the Allottee(s) has/have paid a sum of Rs. (Rupees) only as application money ("**Application Money**") inclusive of GST at the time of applying for the Flat/Unit, the receipt of which the Promoter hereby acknowledges. On or before the **Effective Date** (the date of execution of this agreement) the Allottee(s) has/have paid the balance **Booking Amount** of Rs. (Rupees) only inclusive of GST. The Booking Amount forms part of the Total Consideration and the Allottee(s) hereby agree(s) to pay the remaining price of the said Flat/Unit as prescribed in the Payment Plan [**SIXTH SCHEDULE**] as may be demanded by the Promoter within the time and in the manner specified therein.

Provided That if the Allottee(s) delay(s) in payment towards any amount which is payable, he shall be liable to pay interest at the rate of the then prime lending rate of the State Bank of India plus two

percent thereon per annum from the date of such default until payment.

2. **MODE OF PAYMENT:** Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan in the **Sixth Schedule** through A/c Payee cheque/demand draft/banker's cheque or online payment (as applicable) in Current A/C No. 627505029031 in ICICI Bank, Bhowanipore Branch, Kolkata, in favour of **PDM EXIM** payable at Kolkata. Time shall be the essence of the contract in this regard.
3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**
 - 3.1 The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/ modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the 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 the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understand(s) and agree(s) that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
 - 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee(s) and such third party shall not have any right in the application/allotment of the said Flat/Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.
4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS:** The Allottee(s) authorizes the Promoter to adjust appropriate all payments made by

him/her under any head(s) of dues against lawful outstanding of the Allottee(s) against the said Flat/Unit if any, in his/her name and the Allottee(s) undertake(s) not to object/demand/direct the Promoter to adjust such payments in any other manner.

5. **TIME IS ESSENCE:** The Promoter shall abide by the time schedule for completing the said Building as disclosed at the time of registration of the said Building with the Authority and towards handing over the said Flat/Unit to the Allottee(s) and the common areas to the association of Allottees or the competent authority, as the case may be, subject to the same being formed and registered. The Flat along with its possession letter will be handed over to the Allottee(s) within 31.03.2026 with a grace period of 6 months.
6. **CONSTRUCTION OF THE BUILDING/ Flat/UNIT:** The Allottee(s) has/have seen the sanctioned plan which has been approved by the competent authority, as represented by the Promoter, proposed layout plan, specifications, amenities and facilities of the Flat/Unit and accepted the said sanctioned plan, floor plan, payment plan and the specifications, amenities and facilities mentioned herein. The Promoter shall develop the Building in accordance with the said sanctioned plan, layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans which shall be approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by such authorities and shall not have an option to make any variation/alteration/modification in such plans, other than as agreed upon or in the manner provided under applicable laws, and breach of this term by the Promoter shall constitute a material breach of the Agreement.
7. **POSSESSION OF THE Flat/UNIT:**
 - 7.1 **Schedule for possession of the said Flat/Unit** - The Promoter agrees and understands that timely delivery of possession of the said Flat/Unit to the Allottee(s) and the Common Areas to the Association or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the said Flat/Unit along with ready and complete Common Areas, all specifications, amenities and facilities of the said Building in place on 31.03.2026 with a grace period of 6 months unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, pandemic, epidemic, lock down or any other calamity caused by nature affecting the regular development of the real estate Building or any unforeseen occurrences, acts, court order, events, omissions or accidents which are beyond the reasonable control of the Owners and the Promoter so prevented and does not arise out of a breach by such Party of any of its obligations under this agreement ("**Force Majeure**"). If however, the

completion of the said Building is delayed due to the Force Majeure conditions then the Allottee(s) agree(s) that the Promoter shall be entitled to the extension of time for delivery of possession of the said Flat/Unit, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agree(s) and confirm(s) that, in the event it becomes impossible for the Promoter to implement the said Building due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount {less any taxes collected from the Allottee(s)} received by the Promoter from the allotment within 45 (forty five) days from that date. The Promoter shall intimate the Allottee(s) about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee(s) agree(s) that he/she 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.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited including stamp duty, registration charges and incidental charges with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee(s) shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

- 7.2 **Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate/completion certificate from the competent authority shall offer in writing the possession of the Flat/Unit (**Possession Notice**), to the Allottee(s) in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate/completion certificate (**Possession Date**). Provided That, in the absence of local law and subject to the Allottee(s) complying with his obligations hereunder, the conveyance deed in favour of the Allottee(s) shall be carried out by the Owners and the Promoter within 3 (three) months from the date of issue of occupancy certificate/completion certificate subject to the Allottee making payment on account of stamp duty, registration fee etc., **Provided Further That** the Promoter shall not be liable to deliver possession of the Flat/Unit to the Allottee nor to execute or cause to be executed Conveyance Deed or other instruments until such time the Allottee makes payment of the Total Consideration of the said Flat/Unit, Total GST and Total Extras and Deposits as mentioned in 1.2.1, 1.2.2 and 1.2.3 agreed and required to be paid hereunder by the Allottee and the Allottee has fully performed all the terms conditions and covenants of this Agreement and on the part of the Allottee to be observed and performed until then. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter, not due to any act or omission on the part of the Allottee(s). The Allottee(s), after taking

possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be, after the issuance of the Occupancy certificate/Completion certificate for the said Building. The Promoter shall hand over copy of the occupancy certificate/completion certificate of the Flat/Unit to the Allottee(s) at the time of conveyance of the same. The Promoter shall hand over copy of the occupancy certificate/completion certificate to the Association after the formation of the Association.

- 7.3 **Failure of Allottee(s) to take possession of Flat/Unit** – Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee(s) shall take possession of the Flat/Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as required and the Promoter shall give possession of the Flat/Unit to the Allottee(s). In case the Allottee(s) fail(s) to take possession within the time provided in para 7.2 such Allottee(s) shall be deemed to be in such possession and the Allottee(s) shall be liable to pay maintenances charges, municipal tax and other outgoings and further pay holding charge of Rs. 50,000/- (Rupees Fifty Thousand) only per month or part thereof to the Promoter for the period of delay in taking possession from such date as notified in the Possession Notice (**Deemed Possession**).

On and from the Possession or Deemed Possession date:

- (i) The Flat/Unit shall be at the sole risk and cost of the Allottee(s) and the Promoter shall have no liability or concern thereof;
- (ii) The Allottee(s) shall become liable to pay the Maintenance Charges in respect of the said Flat/Unit and the Common Areas;
- (iii) All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the Common Areas shall be paid and borne by the Allottee(s) proportionate to his interest therein and those relating only to the said Flat/Unit shall be borne solely and conclusively by the Allottee(s).
- (iv) All other expenses necessary and incidental to the management and maintenance of the said Building.

- 7.4 **Possession by the Allottee(s)** – After obtaining the occupancy certificate/completion certificate and handing over physical possession of the Flat/Unit to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be. The Flat along with its possession letter will be handed over to the Allottee(s) within 31.03.2026 with a grace period of 6 months.

- 7.5 **Cancellation by Allottee(s)** - The Allottee(s) shall have the right to cancel/ withdraw his allotment in the Building as provided in the Act.

Provided that where the Allottee(s) propose(s) to cancel/withdraw from the Building without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within 45 days of such cancellation.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited including stamp duty, registration charges and incidental charges with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee(s) shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

- 7.6 **Compensation** - The Owners/Promoter shall compensate the Allottee(s) in case of any loss caused to him due to defective title of the land on which the Building is being developed or has been developed, in the manner as provided under applicable laws and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Flat/Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act or for any other reason, the Promoter shall be liable, on demand to the Allottee(s), in case the Allottee(s) wish(es) to withdraw from the Building, without prejudice to any other remedy available, to return the total amount received by it in respect of the said Flat/Unit, with applicable interest rate in the manner as provided under applicable laws within 45 (forty-five) days of it becoming due.

Provided That where the Allottee(s) do(es) not intend to withdraw from the Building, the Promoter shall pay the Allottee(s) applicable interest for every month of delay, till the handing over of the possession of the Flat/Unit, which shall be paid by the Promoter to the Allottee(s) within 45 (forty-five) days of it becoming due.

8. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:** The promoter and/or Owners hereby represent/s and warrant/s to the Allottee(s) as follows:

- (i) The Owners have absolute, clear and marketable title with respect to the said Land; The Promoter has the requisite rights to carry out development upon the said Land and absolute,

actual, physical and legal possession of the said Land for the said Building;

- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Building;
- (iii) Save what has been disclosed herein, there are no other encumbrances upon the Said Land or the Building as on the Effective Date;
- (iv) There are no litigations pending before any court of law or authority with respect to the said Land/Building or the Flat/Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the said Building, said Land and Flat/Unit 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 in compliance with all applicable laws in relation to the said Building, said Land, Blocks/Towers and Flat/Unit and the Common Areas;
- (vi) 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(s) created herein, may be prejudicially affected;
- (vii) The Owners/Promoter have/has not entered into any agreement for sale and arrangement with any person or party with respect to the said Flat/Unit which will, in any manner, affect the rights of the Allottee(s) under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat/Unit to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Conveyance Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Flat/Unit to the Allottee(s) and the Common Amenities & Facilities of the said Building to the association of Allottees or the competent authority, as the case may be, after the completion of the entire Building;
- (x) The said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Land;

- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damage and/or penalties and other outgoings, whatsoever, payable with respect to the said Building to the competent authorities till the completion certificate of the said Building has been issued and possession of Flat/Unit or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee(s) and the association of Allottees or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local, body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Land) has been received by or served upon the Owners/Promoter in respect of the said Land and/or the said Building;
- (xiii) The Promoter has applied under Real Estate Regulatory Authority (RERA) being application number WBRERA/NPR-002148.

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) If the Promoter fails to provide ready to move in possession of the said Flat/Unit to the Allottee(s) within the time period specified in para 7.1 or fails to complete the said Building within the stipulated time disclosed at the time of registration of the said Building with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the said Flat/Unit shall be in a habitable condition, which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate/completion certificate, as the case may be has been issued by the competent authority.
- (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 there under.

9.2 In case of default by Promoter under the conditions listed above, the Allottee(s) is/are entitled to the following:

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stop(s) making payments, the

Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or

- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) to the Promoter under any head whatsoever towards the purchase of the Flat/Unit, along with interest at the rate of the then prime lending rate of the State Bank of India plus two percent thereon per annum within 45 (forty-five) days of receiving the termination notice subject to the Allottee(s) shall prior to receipt of refund on the above account from the Promoter, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter. Provided That where an Allottee(s) do(es) not intend to withdraw from the said Building or terminate the Agreement, he shall be paid by the Promoter, interest at the rate of the then prime lending rate of the State Bank of India plus two percent thereon per annum, for every month of delay till the handing over of the possession of the said Flat/Unit, which shall be paid by the Promoter to the Allottee(s) within 45 (forty-five) days of it becoming due.

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee(s) shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

9.3 The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottee(s) fail(s) to make any of the payments within the due dates as per the Payment Plan annexed hereto, despite having been issued notice in that regard. The Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate of the then prime lending rate of the State Bank of India plus two percent thereon per annum from the date of default till actual payment is made;
- (ii) In case of default by Allottee(s) under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the said Flat/Unit in favour of the Allottee(s) and forfeit an amount equal to the Cancellation Charges and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottee(s) shall, subject to Clause 7.5 above, be returned by the Promoter to the Allottee(s) within 45 (forty-five) days of such cancellation and this Agreement shall thereupon stand terminated.

10. **CONVEYANCE OF THE SAID UNIT/Flat:** The Promoter, on receipt of Total Consideration of the said Flat/Unit, Total GST and Total Extras and Deposits as mentioned in Clause 1.2.1, 1.2.2 and 1.2.3 herein from the Allottee(s) shall execute a conveyance deed and convey the title of the Flat/Unit together with the prorata share in the Common Area of the said Building within 3 months from the date of issuance of the Occupancy Certificate and/or the Completion Certificate, as the case may be, to the Allottee(s). However, in case the Allottee(s) fail(s) to deposit the stamp duty and/or registration charges and/or other charges within the period mentioned in the notice, the Allottee(s) authorize(s) the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges and/or other charges to the Promoter is made by the Allottee(s). All liabilities owing to such non-registration shall be to the account of the Allottee(s) and the Allottee(s) shall indemnify and keep the Promoter saved harmless and indemnified of from and against all loss damage costs claims demands suffered or incurred to likely to be suffered or incurred by the Promoter.
11. **MAINTENANCE OF THE SAID BUILDING:** The Promoter shall be responsible to provide and maintain essential services in the said Building till the taking over of the maintenance of the said Building by the association of Allottees or for a period of 12 months whichever is more, upon the issuance of the completion certificate of the said Building. The cost of such maintenance has been included in the Total Extras and Deposits of the said Flat/Unit as mentioned in Clause 1.2.3.
12. **DEFECT LIABILITY:**
 - 12.1 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 for Sale 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 obtaining Completion Certificate, 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.

It is clarified that the said responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse or negligent use (ii) unauthorized modifications or repairs done by the Allottee or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments and (v) accidents.

Provided that where the manufacturer's warranty as shown by the Promoter to the Allottee(s) ends before the defect liability period and such warranties are covered under the maintenance of the said Flat/Unit but the annual maintenance contracts are not done/renewed by the Allottee(s), the Promoter shall not be responsible for any defects occurring due to the same. The said Building as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Promoter/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Flat/Units and the Common Building amenities and facilities wherever applicable. The Allottee(s) has/have been made aware and the Allottee(s) expressly agree(s) that the regular wear and tear of the Flat/Unit excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20° C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee(s) it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Flat/Unit and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

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

The Allottee hereby agrees to purchase the [Apartment/Plot] on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE Flat/UNIT FOR REPAIRS:

The Promoter/maintenance agency/association of Allottees shall have the right of unrestricted access to all Common Areas, garages/covered parking and open parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the Flat/Unit or any part thereof, after due notice and during normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. **USAGE:**

Use of service areas: The service areas, if any, as located within the Building shall be earmarked for purposes such as parking spaces and services including but not limited to electrical sub-station and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

16. **COMPLIANCE WITH RESPECT TO THE FLAT/UNIT:**

- 16.1 Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Unit/Flat at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Block/Tower, or the said Flat/Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Flat/Unit and keep the said Flat/Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 16.2 The Allottee(s) further undertake(s), assure(s) and guarantee(s) that he/she would not put-any sign-board, name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Block/Tower or anywhere on the exterior of the said Building, Towers therein or Common Areas. The Allottee(s) 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(s) shall not store any hazardous or combustible goods in the Flat/Unit or place any heavy material in the common passages or staircase of the Block/Tower. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the said Flat/Unit.
- 16.3 The Allottee(s) shall plan and distribute his 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(s) shall be responsible for any loss or damage arising out of breach of any of the aforesaid conditions.

- 16.4 Cable/Broadband/Telephone Connection: The Allottee(s) (as also other unit Owners) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the Building or any window antenna.
17. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:** The parties are entering into this Agreement for the allotment of an Flat/Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the said Building.
18. **ADDITIONAL CONSTRUCTIONS:** The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Building after the building plan, layout plan, sanction plan and specifications, amenities and facilities which shall be approved by the competent authority(ies) and disclosed, except for minor changes or alterations as may be necessary due to architectural or structural reasons or as may be mutually agreed to or permitted in accordance to applicable laws.
19. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:** After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Flat/Unit 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(s) who has/have taken or agreed to take such Flat/Unit.

However, for obtaining financial assistance and/or loans from Banks, Financial Institutions and other lenders, the Promoter shall be at liberty to create mortgages and/or charges in respect of the said Land or any part thereof and the Allottee(s) hereby consent(s) to the same **Provided However that** at the time of execution of the deed of conveyance / transfer in terms hereof, the Promoter assures to have the said Flat/Unit released from any such mortgage and/or charge, if any, with intent that the Allottee(s), subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Flat/Unit free of all such mortgages and charges created by the Promoter.

20. **Flat/UNIT OWNERSHIP ACT:** The Promoter has assured the Allottees that the Building in its entirety is in accordance with the provisions of the West Bengal Flat/Unit Ownership Act, 1972. The Promoter will show compliance of various laws/regulations as applicable in West Bengal.
21. **BINDING EFFECT:** Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) sign(s) and deliver(s) 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(s) and secondly, appears for registration of the same before the concerned authorities as and when intimated by the Promoter. If the Allottee(s) fail(s) to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the concerned authorities for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), the application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

Provided that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee(s) shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

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 Flat/Unit, as the case may be.
23. **RIGHT TO AMEND:** This Agreement may only be amended by 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 Flat/Unit and the said Building shall equally be applicable to and enforceable against and by any subsequent Allottees of the said Flat/Unit, in case of a transfer, as the said obligations will go along with the said Flat/Unit 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 [Sixth Schedule] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) 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 parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
26. **SEVERABILITY:** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be 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(s) has/have to make any payment, in common with other Allottee(s) in the said Building, the same shall be the proportion which the carpet area of the Flat/Unit bears to the total carpet area of all the Flat/Units in the said Building.
28. **FURTHER ASSURANCES:** All parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
29. **PLACE OF EXECUTION:** The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory, at the Promoter's Flat, or at some other place, which may be mutually agreed between the Promoter and the Allottee(s), in Kolkata after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution of the said Agreement shall be registered at the Flat of the Sub Registrar at Alipore. Hence, this Agreement shall be deemed to have been executed at Kolkata.
30. **NOTICES:** 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 hereinabove or such other address as either of the Parties, may from time to time, designate by notice in writing to the other Parties.
31. **JOINT ALLOTTEES:** That in case there are joint Allottees all communications shall be sent by the Promoter to the Allottee whose

name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

32. **GOVERNING LAW:** That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

33. **DISPUTE RESOLUTION:** All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration & Conciliation Act, 1996. Courts of Kolkata alone shall have jurisdiction to entertain or decide any dispute between the parties.

[The other terms and conditions are as per the contractual understanding between the parties; however, the 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 there under].

34. **SAVINGS:** Any application letter, allotment letter, agreement, or any other document signed by the Allottee(s), in respect of the said Flat/Unit, prior to the execution and registration of this Agreement for Sale for such Flat/Unit, shall not be construed to limit the rights and interests of the Allottee(s) under the Agreement for Sale or under the Act or the rules and regulations made thereunder.

35. **MISCELLANEOUS:** The parties have agreed that notwithstanding anything to the contrary contained in this Agreement hereinbefore, the Agreement shall be subject to the following other respective terms conditions and covenants on the parts of the Owners, Promoter and Allottees to be respectively paid observed and performed, as the case may be.

- 35.1 The Allottee(s) prior to execution of the Deed of Conveyance of the said Flat/Unit, nominates unto and in favor of any other person or persons in his/her/their place and stead, the Allottee(s) may do so with the permission of the Promoter subject to payment of a sum of Rs. 5,90,000.00 (Rupees Five Lacs Ninety Thousand) only, to the Promoter. Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the

registration authorities due to nomination, shall be compensated by the Allottee paying to the Promoter agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Allottee on or before nomination.

However, the Allottee(s) shall be entitled to transfer or assign the benefits /rights of the Allottee(s) under this Agreement or nominate any person excluding a person who already has purchased an Flat/Unit in the said Building or his/her/their spouse or minor children.

The Allottee(s) admit(s) and accept(s) that after the Lock in period (mentioned herein below) and before the execution and registration of conveyance deed of the said Flat/Unit, the Allottee(s) will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:

(a) **Allottee to Make Due Payments:**

The Allottee(s) shall make payment of all dues, including any interest for delay, to the Promoter in terms of this Agreement, up to the time of nomination.

(b) **Lock-in Period:**

The Allottee(s) cannot nominate in favour of any third party before the expiry of a period of 90 (ninety) months from the date of execution of this Agreement.

(c) **Prior Written Permission and Tripartite Agreement:**

In respect of any nomination, the Allottee(s) shall obtain prior permission of the Promoter and the Allottee(s) and the nominee shall be bound to enter into a tripartite agreement with the Promoter and the Allottee(s).

- 35.2 The Allottee(s) agree(s) and understand(s) that all the standard fitting, interiors, furniture, kitchenette and fixtures provided and dimension of the show/model residential Unit exhibited at the site only provides a representative idea and the actual Flat/Unit agreed to be constructed will be as per specifications mentioned in this agreement in Part II of the Third Schedule and the same may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model unit and the Allottee(s) shall not be entitled to raise any claim for such variation.

- 35.3 In the event of the Allottee(s) obtaining any financial assistance and/or housing loan from any bank/ financial institution the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the Agreement between the Allottee(s) and the Bank/ financial institution, SUBJECT HOWEVER the Promoter being assured of all amounts being receivable for sale and transfer of the said Flat/Unit and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee(s) from such bank/ Financial Institution.
- 35.4 In case payment is made by any third party on behalf of Allottee(s), the Promoter will not be responsible towards such third party making such payment/remittances on behalf of the Allottee(s) and such third party shall not have any right in the Application and/or Allotment, if any, in any manner whatsoever and the Promoter shall issue the payment receipts in the name of the Allottee(s) only.
- 35.5 In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the **Part II** of the **Third Schedule**.
- 35.6 That on and from the date of possession of the said Flat/Unit, the Allottee(s) shall:
- a. Co-operate in the management and maintenance of the said Building.
 - b. Observe, comply and abide by the rules framed from time to time by the Promoter and subsequently by the Association of Allottees, after the same is formed, for the beneficial common use and enjoyment of the common areas and common amenities and facilities provided in the said 'Building'.
 - c. Pay and bear the proportionate share of the expenses to be incurred in common to the Promoter, until formation of the Association of Allottee(s) including the GST.
 - d. Use the said Flat/Unit for residential purpose only.
 - e. Use all paths, passages and staircases for the purpose of ingress and egress and for no other purpose whatsoever unless permitted by Promoter or the Association of Allottee(s), upon formation, in writing.

- f. Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof.
- g. Not to do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Flat/Units in the Building and/or the adjoining building/s.
- h. Not to place or cause to be placed any article or object in the common area.
- i. Not to injure, harm or damage the Common Area or any other Flat/Units in the said Building by making any alterations or withdrawing any support or otherwise.
- k. Not to park any vehicle 2/4 wheeler, in the said Building, unless the facility to park the same is obtained and/or acquired by Allottee(s).
- l. Not to make any addition, alteration in the structure of the Block/Tower, internally within the Flat/Unit or externally within the said Building and shall not change the location and/or design of the window and balcony grills (provided by the Promoter) and also shall not change the colour of the external wall of balcony/verandah, which is part of the outside colour scheme of the Block/Tower / elevation, duly approved and finalized by the architect of the said Building.
- m. Not to slaughter or permit to be slaughtered any animal and/or bird nor violate the provisions of Prevention of Cruelty to Animals Act, 1960 nor do any act deed or thing which may hurt or injure the sentiments of any of the other Allottee(s) and/or occupiers of the said Building.
- n. Not to keep in the said Flat/Unit any article or thing which is or might become dangerous, offensive, combustible, inflammable, radio active or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Flat/Unit and/or any other Flat/Unit in the said Building.
- o. Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandahs, lounges or any external walls or the fences of external doors and windows including grills of the 'Said Flat/Unit' which in the opinion of the Promoter / Association of the Allottee(s) differs from the colour scheme of the building or deviation or which in the opinion of the Promoter / Association of

Allottee(s) may affect the elevation in respect of the exterior walls of the said Building.

- p. Not to use the said Flat/Unit or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said Building or to the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any Residential or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutcha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.
- q. Not to use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- r. Not to let out or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Flat/Unit to anyone else, or excepting to a person who owns an Flat/Unit in the Building and the Allottee(s) will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars.
- s. Not to encumber the said Flat/Unit in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of conveyance deed for the said Flat/Unit in favour of the Allottee(s).
- u. To strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Promoter and/or the Association with regard to the usage and timings fixed, in respect of facilities and amenities provided in the Building, in particular, the Community Hall, the Club Area, Swimming Pool and Gymnasium. To pay for, in case of exclusive use of the community hall, kitchen and electricity charges, as may be fixed or determined by the Promoter/ Association of Allottee(s) from time to time.
- v. To ensure that all interior work of furniture, fixtures and furbishing of the said Flat/Unit, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond

tolerable limits, so as not to cause discomfort or inconvenience to other Co- Allottee(s).

w. **No Sub-Division:**

Not to sub-divide the said Flat/Unit and the Common Areas, under any circumstances.

x. **No Change of Name:**

Not to change/alter/modify the name of the Building from that mentioned in this Agreement.

y. **No Floor Damage:**

Not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.

z. **No Installing Generator:**

Not to install or keep or run any generator in the Said Flat/Unit.

aa. **No Misuse of Water:**

Not to misuse or permit to be misused the water supply to the said Flat/Unit.

bb. **No Hanging Clothes:**

Not to hang or cause to be hung clothes from the outside of the balconies of the Said Flat/Unit.

cc. **No Smoking in Public Places:**

Not to smoke in public areas of the Building (s) and not to throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but to dispose them in dustbins after ensuring that the fire is fully extinguished from such cigarettes.

dd. **No Use of Lifts in Case of Fire:**

Not to use the lifts in case of fire.

mm. **No Covering of Common Portions:**

Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the said Flat/Unit.

nn. **Pay Goods & Service Tax:**

To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Promoter / Association in terms of this Agreement as also to pay

all others taxes payable by the Allottee in terms of this Agreement.

oo. **Use of Common Toilets:**

Ensure that the domestic help/service providers visiting the said Flat/Unit use only the common toilets and while so using, keep the common toilets clean and dry.

pp. **Use of Spittoons / Dustbins:**

Use the spittoons / dustbins located at various places in the Building.

35.7 ADDITIONAL TAXES, LEVIES AND OUTGOINGS:

If at any time, the Promoter is liable to pay any amount on account of statutory taxes, outgoing and/or impositions including Goods and Service Tax, the Allottee(s) shall be liable and agree(s) to make payment of the amount on account of such statutory taxes and outgoing and to keep the Promoter, harmless and indemnified against all such tax and outgoing and all costs, charges and expenses in respect thereof.

35.8 PAYMENT OF TOTAL CONSIDERATION AND EXTRAS AND DEPOSITS and TOTAL GST PRIOR TO POSSESSION:

The Allottee(s) agree(s) and covenant(s) not to claim any right or possession over and in respect of the Said Flat/Unit till such time the Allottee(s) has/have paid the entirety of the Total Consideration of the said Flat/Unit, Total GST and Total Extras and Deposits and all other amounts agreed to be paid or deposited under this Agreement as mentioned in Clause 1.2.1, 1.2.2 and 1.2.3 and has duly complied with and/or performed all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Allottee(s) in pursuance of this Agreement or otherwise required by law, all of which shall be conditions precedent without which the Promoter shall not be under any obligation to handover possession of the Said Flat/Unit.

36. COVENANTS:

36.1 ALLOTTEE'S COVENANTS:

The Allottee covenants with the Promoter (which expression shall for the purpose of includes the Association, wherever applicable) and admits and accepts that:

36.1.1 ALLOTTEE AWARE OF AND SATISFIED WITH COMMON AMENITIES AND FACILITIES AND SPECIFICATIONS:

The Allottee, upon full satisfaction and with complete knowledge of the Common Amenities, Facilities and Specifications and all other ancillary matters, is entering into this Agreement. The Allottee has examined and is acquainted with the Building and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Building save and except the Said Flat/Unit.

36.1.2 ALLOTTEE TO MUTATE AND PAY RATES & TAXES:

The Allottee shall (1) pay all fees and charges and cause mutation in the name of the Allottee in the records of Kolkata Municipal Corporation or the concerned authority, within 30 (thirty) days from the date of executing conveyance deed of the said Flat/Unit (Date Of Conveyance) and (2) pay the rates & taxes (proportionately for the Building and wholly for the said Flat/Unit from the date of possession notice or from the date of deemed possession, whichever is applicable and until the said Flat/Unit is separately mutated and assessed in favour of the Allottee), on the basis of the bills to be raised by the Promoter/Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the aforesaid bills.

36.1.3 The Allottee(s) shall not nor be entitled to ask, demand or seek delivery of possession of the said Flat/Unit so long the Allottee(s) has/have not paid, in full, the consideration and other amounts and deposits agreed to be paid hereunder or is in default in performing any of his/her/their obligations and covenants herein contained.

36.1.4 NO RIGHTS OF OR OBSTRUCTION BY ALLOTTEE:

All open areas in the Building proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Agreement.

36.2.1 The Allottee(s) shall bear all costs, charges, expenses and stamp duty and registration charges of this Agreement and Deed of Conveyance to be executed and registered in pursuance hereof.

36.3 INDEMNITY:

The Allottee(s) 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/Building 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.

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

**SIGNED AND DELIVERED BY
THE WITHIN NAMED:**

Allottee: (including joint buyers)

(1) Signature _____ (2) Signature _____

Name :

Name :

Address

Address

**SIGNED AND DELIVERED BY
THE WITHIN NAMED:**

Promoter:

Signature

Name: **PDM EXIM** Represented by
its Proprietor Sri Punit Popat

Address: 1A, Ashutosh Mukherjee
Road, Post Flat Lala Lajpatrai
Sarani, Police Station
Bhawanipore, Kolkata 700 020

**SIGNED AND DELIVERED BY
THE WITHIN NAMED:**

Owners represented by their
Constituted Attorney:

At _____ on _____ in the presence of:

WITNESSES:

1. Signature
Name _____
Address _____
2. Signature
Name _____
Address _____

**THE FIRST SCHEDULE ABOVE REFERRED TO:
(PART I)
(SAID INDENTURES AND THEIR REGISTRATION DETAILS)**

A) One Sir Provash Chunder Mitter was the absolute owner of amongst several other properties and seized and possessed of and/or otherwise sufficiently entitled to **ALL THAT** piece or parcel of land together with structures standing thereon containing an area of 12(Twelve) Cottahs, 11(Eleven) Chittacks 16(Sixteen) sq. ft. be the same a little more or less situated at and being the Premises Nos. 36, 37 and 38, Russa Road East, Police Station Tollygunge now Charu Market, under Sub-Registry Office at Additional District Sub-Registrar at Alipore, Kolkata – 700 033, within the local limits of the Kolkata Municipal Corporation under Ward No. 089, District South 24 Parganas.

B) The said Sir Provash Chandra Mitter published his Last Will and Testament dated 2nd day of August, 1930 wherein and whereby he appointed his two sons namely Sri Sudhansu Kumar Mitter and Sri Santosh Kumar Mitter and Ex-

Judge of the Calcutta High Court, Kamal Chunder Mitter, as the Joint Executors of his Will and after making certain pecuniary and other legacies and annuities, gave devised and bequeathed all the rest and residue of his estate both movable and immovable including the Larger Property, unto and to his four sons namely the said Sri Sudhansu Kumar Mitter, the said Sri Santosh Kumar Mitter, Sir Bimal Kumar Mitter and Sri Arun Kumar Mitter in equal shares absolutely. The said Sir Provash Chandra Mitter died on 9th day of February, 1934.

C) The said three Joint Executors, Sri Sudhansu Kumar Mitter, Sri Santosh Kumar Mitter and Sri Kamal Chunder Mitter, acting as the Joint Executors to the said Last Will and Testament of Sir Provash Chunder Mitter applied for grant of Probate of his Last Will and Testament before the High Court at Calcutta when the said Will and Testament was proved and probate was granted to them on 14th day of March, 1934.

D) The said Joint Executors, with the approval of all the said four sons of Sir Provash Chunder Mitter deceased and after making satisfactory provision of payment of the legacies and annuities as contained in the said Will of Sir Provash Chunder Mitter, effected a Partition and division of the residuary estate of Sri Provash Chunder Mitter between and amongst all his four sons, Sri Sudhansu Kumar Mitter, Sri Santosh Kumar Mitter, Sri Arun Kumar Mitter and also Sri Bimal Kumar Mitter (a lunatic represented by his Joint Managers, the said Sri Arun Kumar Mitter and Smt Mira Rani Mitter wife of the said lunatic Bimal Kumar Mitter, appointed by the District Judge of 24 Parganas in Misc. 212 of 1953) and allotted to each of them immovable properties in space out of the residuary estate of Sir Provash Chunder Mitter deceased in lieu of their respective one-fourth share of and in such immovable properties.

E) Under such partition and division and allotment of immovable properties out of the residuary estate of Sri Provash Chunder Mitter deceased, the Larger Property, amongst other properties was allotted exclusively to Sri Bimal Kumar Mitter and at the request through his abovenamed Joint Managers, by an indenture of Transfer and Release dated 30th November, 1957 made between the said Sri Kamal Chandra Chunder, Sri Sudhansu Kumar Mitter and Sri Santosh Kumar Mitter as executors therein and said Sri Bimal Kumar Mitter a lunatic represented by his above named Joint Managers Sri Arun Kumar Mitter and Smt Mirarani Mitter as beneficiary therein and registered with the Sub-Registrar at Alipore in Book No. I, Volume No. 152, Pages 21 to 26, Being No. 9673 for the year 1957, the said Joint Executors as the executors of the estate of Sir Provash Chunder Mitter deceased, granted conveyed, and transferred unto and to the said Sri Bimal Kumar Mitter amongst other Properties, the Larger Property absolutely and forever and the said Sri Bimal Kumar Mitter released and exonerated the said Joint Executors from all claims accounts demands in respect of his share in the immovable properties of the residuary estate of the said Sir Provash Chunder Mitter deceased.

F) At the request of the said Sri Sudhansu Kumar Mitter, Sri Santosh Kumar Mitter and Sri Arun Kumar Mitter the said Joint Executors as the Estate of Sir

Provash Chunder Mitter deceased also executed and registered on or about 30th day of November, 1957 three several Indentures of Transfer and Release in favour of the said Sri Sudhansu Kumar Mitter, Sri Santosh Kumar Mitter and Sri Arun Kumar Mitter individually and severally thereby granting conveying and transferring to each of them the immovable properties allotted to them respectively under the Partition and Division of the residuary estate of said Sir Provash Chunder Mitter deceased as aforesaid and further under such three Indentures the said Sri Sudhansu Kumar Mitter, Sri Santosh Kumar Mitter and Sri Arun Kumar Mitter respectively released exonerated the said Joint Executors from all claims accounts demands in respect of their respective shares in the immovable properties of the residuary estate of said Sir Provash Chunder Mitter deceased.

G) By an Agreement dated 3rd day of December, 1957 made between the said Sri Kamal Chandra Chunder Sri Sudhansu Kumar Mitter and Sri Santosh Kumar Mitter as executors of the First Part, Sri Sudhansu Mitter as the Party of the Second Part and Sri Santosh Kumar Mitter as the Party of the Third Part and Sri Bimal Kumar Mitter as the Party of the Fourth Part and Sri Arun Kumar Mitter as the Party of the Fifth Part and registered with the Sub-Registrar at Alipore in Book No. I, Volume No. 155, Pages 206 to 219, Being No. 9731 for the year 1957, the parties of the Second Part to the Fifth Part thereto, inter alia recorded the transfer of immovable properties allotted to them respectively under the Partition and Division of the residuary Estate of the said Sir Provash Chunder Mitter deceased as aforesaid and also acknowledged to have received possession of the properties so allotted to them respectively from the said Joint Executors being the Parties thereto of the First Part.

H) In the premises the said Sri Bimal Kumar Mitter a lunatic represented by his above named Joint Managers, Sri Arun Kumar Mitter and Smt Mira Rani Mitter became the joint and absolute owners of amongst other properties, the Larger Property.

I) Thus a divided and demarcated eastern portion of the Larger Property measuring an area of 12(Twelve) Cottahs and 4(Four) Chittacks be the same a little more or less was subsequently reassessed and renumbered by the Kolkata Municipal Corporation as Premises No. 61, Deshpriya Sasmal Road, forming out of the old Premises Nos. 36, 37 and 38, Russa Road East, Police Station Tollygunge now Charu Market, under Sub-Registry Office at Additional District Sub-Registrar at Alipore, Kolkata – 700 033, within the local limits of the Kolkata Municipal Corporation under Ward No. 089, under Assessee No. 21-089-03-0139-3, District South 24 Parganas and the name of Lunatic Sri Arun Kumar Mitter and Smt Mira Rani Mitter Joint Manager of the Properties of Lunatic Sri Bimal Kumar Mitter has been mutated in the records of the Kolkata Municipal Corporation as Owner thereof.

J) Thus a divided and demarcated eastern portion of the Larger Property measuring an area of 12(Twelve) Cottahs and 4(Four) Chittacks be the same a little more or less was subsequently reassessed and renumbered by the

Kolkata Municipal Corporation as Premises No. 61, Deshpuran Sasmal Road, forming out of the old Premises Nos. 36, 37 and 38, Russa Road East, Police Station Tollygunge now Charu Market, under Sub-Registry Office at Additional District Sub-Registrar at Alipore, Kolkata – 700 033, within the local limits of the Kolkata Municipal Corporation under Ward No. 089, under Assessee No. 21-089-03-0139-3, District South 24 Parganas and the name of Lunatic Sri Arun Kumar Mitter and Smt Mira Rani Mitter Joint Manger of the Properties of Lunatic Sri Bimal Kumar Mitter has been mutated in the records of the Kolkata Municipal Corporation as Owner thereof.

K) The said Sri Bimal Kumar Mitter a Hindu Governed by the Dayabhaga School of Hindu Law died intestate on 7th day of September, 1991 leaving behind him surviving his son Sri Gautam Mitra as his only heir and legal representative who upon his death inherited and became the sole and absolute owner of and/or seized and possessed of and/or otherwise sufficiently entitled to **ALL THAT** piece or parcel of Land together with structures standing thereon measuring an area of 12(Twelve) Cottahs and 4(Four) Chittacks be the same a little more or less was subsequently reassessed and renumbered by the Kolkata Municipal Corporation as Premises No. 61, Deshpuran Sasmal Road, forming out of the old Premises Nos. 36, 37 and 38, Russa Road East, Police Station Tollygunge now Charu Market, under Sub-Registry Office at Additional District Sub-Registrar at Alipore, Kolkata – 700 033, within the local limits of the Kolkata Municipal Corporation under Ward No. 089, under Assessee No. 21-089-03-0139-3, District South 24 Parganas. Be it noted here that wife of Sri Bimal Kumar Mitter, Smt Meera Mitter alias Mira Rani Mitter had predeceased him on 1st day of March, 1989.

L) By an Agreement for Sale dated 14th day of August, 2009 made between Sri Gautam Mitra therein referred to as the Vendor of the One Part and S. J. S. Associates therein referred to as the Purchaser of the Other Part at and for the consideration therein mentioned wherein and whereby the said Sri Gautam Mitra has agreed to sale unto and in favour of S.J.S. Associates and the said S. J. S. Associates has agreed to Purchase and/or acquire **ALL THAT** piece or parcel of Land together with structures standing thereon measuring an area of 12(Twelve) Cottahs and 4(Four) Chittacks be the same a little more or less was subsequently reassessed and renumbered by the Kolkata Municipal Corporation as Premises No. 61, Deshpuran Sasmal Road, forming out of the old Premises Nos. 36, 37 and 38, Russa Road East, Police Station Tollygunge now Charu Market, under Sub-Registry Office at Additional District Sub-Registrar at Alipore, Kolkata – 700 033, within the local limits of the Kolkata Municipal Corporation under Ward No. 089, under Assessee No. 21-089-03-0139-3, District South 24 Parganas more fully and particularly mentioned in the Schedule written therein. The said Agreement for Sale was registered with the Additional Registrar of Assurances – I, at Kolkata and entered in Book No. I, Volume No. 20, Pages 280 to 297, Being No. 08728, for the year 2009.

M) By a Deed of Conveyance dated 10th day of September, 2013 made between Sri Gautam Mitra therein referred to as the Vendor of the One Part and S. J. S. Associates therein referred to as the Purchaser of the Other Part at and for the

consideration therein mentioned wherein and whereby the said Sri Gautam Mitra sold, transferred, conveyed, assigned and assured unto and in favour of S.J.S. Associates **ALL THAT** piece or parcel of Land together with structures standing thereon measuring an area of 12(Twelve) Cottahs and 4(Four) Chittacks be the same a little more or less was subsequently reassessed and renumbered by the Kolkata Municipal Corporation as Premises No. 61, Deshpran Sasmal Road, forming out of the old Premises Nos. 36, 37 and 38, Russa Road East, Police Station Tollygunge now Charu Market, under Sub-Registry Office at Additional District Sub-Registrar at Alipore, Kolkata – 700 033, within the local limits of the Kolkata Municipal Corporation under Ward No. 089, under Assessee No. 21-089-03-0139-3, District South 24 Parganas more fully and particularly mentioned in the Schedule written therein. The said Deed of Conveyance was registered with the Additional Registrar of Assurances – I, at Kolkata and entered in Book No. I, C.D. Volume No. 17, Pages 4180 to 4199, Being No. 08893, for the year 2013.

N) Thus the said S.J.S. Associates became the sole and absolute owner of and/or seized and possessed of and/or otherwise sufficiently entitled to **ALL THAT** piece or parcel of Land together with structures standing thereon measuring an area of 12(Twelve) Cottahs and 4(Four) Chittacks be the same a little more or less was subsequently reassessed and renumbered by the Kolkata Municipal Corporation as Premises No. 61, Deshpran Sasmal Road, forming out of the old Premises Nos. 36, 37 and 38, Russa Road East, Police Station Tollygunge now Charu Market, under Sub-Registry Office at Additional District Sub-Registrar at Alipore, Kolkata – 700 033, within the local limits of the Kolkata Municipal Corporation under Ward No. 089, under Assessee No. 21-089-03-0139-3, District South 24 Parganas.

O) One Sir Provash Chunder Mitter was the absolute owner of amongst several other properties and seized and possessed of and/or otherwise sufficiently entitled to **ALL THAT** piece or parcel of land together with structures standing thereon containing an area of 28(Twenty) Cottahs, 11(Eleven) Chittacks 31(Thirty One) sq. ft. be the same a little more or less situated at and being the Premises Nos. 33, 34, 34/1 and 35, Russa Road East, Police Station Tollygunge now Charu Market, under Sub-Registry Office at Additional District Sub-Registrar at Alipore, Kolkata – 700 033, within the local limits of the Kolkata Municipal Corporation under Ward No. 089, District South 24 Parganas.

P) The said Sir Provash Chandra Mitter published his Last Will and Testament dated 2nd day of August, 1930 wherein and whereby he appointed his two sons namely Sri Sudhansu Kumar Mitter and Sri Santosh Kumar Mitter and Ex-Judge of the Calcutta High Court, Kamal Chunder Mitter, as the Joint Executors of his Will and after making certain pecuniary and other legacies and annuities, gave devised and bequeathed all the rest and residue of his estate both movable and immovable including the Larger Property, unto and to his four sons namely the said Sri Sudhansu Kumar Mitter, the said Sri Santosh Kumar Mitter, Sir Bimal Kumar Mitter and Sri Arun Kumar Mitter in

equal shares absolutely. The said Sir Provash Chandra Mitter died on 9th day of February, 1934.

Q) The said three Joint Executors, Sri Sudhansu Kumar Mitter, Sri Santosh Kumar Mitter and Sri Kamal Chunder Mitter, acting as the Joint Executors to the said Last Will and Testament of Sir Provash Chunder Mitter applied for grant of Probate of his Last Will and Testament before the High Court at Calcutta when the said Will and Testament was proved and probate was granted to them on 14th day of March, 1934.

R) The said Joint Executors, with the approval of all the said four sons of Sir Provash Chunder Mitter deceased and after making satisfactory provision of payment of the legacies and annuities as contained in the said Will of Sir Provash Chunder Mitter, effected a Partition and division of the residuary estate of Sri Provash Chunder Mitter between and amongst all his four sons, Sri Sudhansu Kumar Mitter, Sri Santosh Kumar Mitter, Sri Arun Kumar Mitter and also Sri Bimal Kumar Mitter (a lunatic represented by his Joint Managers, the said Sri Arun Kumar Mitter and Smt Mira Rani Mitter wife of the said lunatic Bimal Kumar Mitter, appointed by the District Judge of 24 Parganas in Misc. 212 of 1953) and allotted to each of them immovable properties in space out of the residuary estate of Sir Provash Chunder Mitter deceased in lieu of their respective one-fourth share of and in such immovable properties.

S) Under such partition and division and allotment of immovable properties out of the residuary estate of Sri Provash Chunder Mitter deceased, the Larger Property, amongst other properties was allotted exclusively to Sri Bimal Kumar Mitter and at the request through his abovenamed Joint Managers, by an indenture of Transfer and Release dated 30th November, 1957 made between the said Sri Kamal Chandra Chunder, Sri Sudhansu Kumar Mitter and Sri Santosh Kumar Mitter as executors therein and said Sri Bimal Kumar Mitter a lunatic represented by his above named Joint Managers Sri Arun Kumar Mitter and Smt Mirarani Mitter as beneficiary therein and registered with the Sub-Registrar at Alipore in Book No. I, Volume No. 152, Pages 21 to 26, Being No. 9673 for the year 1957, the said Joint Executors as the executors of the estate of Sir Provash Chunder Mitter deceased, granted conveyed, and transferred unto and to the said Sri Bimal Kumar Mitter amongst other Properties, the Larger Property absolutely and forever and the said Sri Bimal Kumar Mitter released and exonerated the said Joint Executors from all claims accounts demands in respect of his share in the immovable properties of the residuary estate of the said Sir Provash Chunder Mitter deceased.

T) At the request of the said Sri Sudhansu Kumar Mitter, Sri Santosh Kumar Mitter and Sri Arun Kumar Mitter the said Joint Executors as the Estate of Sir Provash Chunder Mitter deceased also executed and registered on or about 30th day of November, 1957 three several Indentures of Transfer and Release in favour of the said Sri Sudhansu Kumar Mitter, Sri Santosh Kumar Mitter and Sri Arun Kumar Mitter individually and severally thereby granting conveying and transferring to each of them the immovable properties allotted to them respectively under the Partition and Division of the residuary estate of said Sir

Provash Chunder Mitter deceased as aforesaid and further under such three Indentures the said Sri Sudhansu Kumar Mitter, Sri Santosh Kumar Mitter and Sri Arun Kumar Mitter respectively released exonerated the said Joint Executors from all claims accounts demands in respect of their respective shares in the immovable properties of the residuary estate of said Sir Provash Chunder Mitter deceased.

U) By an Agreement dated 3rd day of December, 1957 (recited in Paragraph 7 of Part -1 of the Second Schedule) made between the said Sri Kamal Chandra Chunder Sri Sudhansu Kumar Mitter and Sri Santosh Kumar Mitter as executors of the First Part, Sri Sudhansu Mitter as the Party of the Second Part and Sri Santosh Kumar Mitter as the Party of the Third Part and Sri Bimal Kumar Mitter as the Party of the Fourth Part and Sri Arun Kumar Mitter as the Party of the Fifth Part and registered with the Sub-Registrar at Alipore in Book No. I, Volume No. 155, Pages 206 to 219, Being No. 9731 for the year 1957, the parties of the Second Part to the Fifth Part thereto, inter alia recorded the transfer of immovable properties allotted to them respectively under the Partition and Division of the residuary Estate of the said Sir Provash Chunder Mitter deceased as aforesaid and also acknowledged to have received possession of the properties so allotted to them respectively from the said Joint Executors being the Parties thereto of the First Part.

V) In the premises the said Sri Santosh Kumar Mitter became the full and absolute owner of amongst other properties the Bigger property.

W) Thus a divided and demarcated Western portion of the Larger Property measuring an area of 10(Ten) Cottahs be the same a little more or less was subsequently reassessed and renumbered by the Kolkata Municipal Corporation as Premises No. 63, Deshpriya Sasmal Road, forming out of the old Premises Nos. 33, 34, 34/1 and 35, Russa Road East, Police Station Tollygunge now Charu Market, under Sub-Registry Office at Additional District Sub-Registrar at Alipore, Kolkata – 700 033, within the local limits of the Kolkata Municipal Corporation under Ward No. 089, under Assessee No. 21-089-03-0092-3, District South 24 Parganas and the name of Lunatic Sri Arun Kumar Mitter and Smt Mira Rani Mitter Joint Manger of the Properties of Lunatic Sri Bimal Kumar Mitter has been mutated in the records of the Kolkata Municipal Corporation as Owner thereof.

X) Thus a divided and demarcated Western portion of the Larger Property measuring an area of 10(Ten) Cottahs be the same a little more or less was subsequently reassessed and renumbered by the Kolkata Municipal Corporation as Premises No. 63, Deshpriya Sasmal Road, forming out of the old Premises Nos. 33, 34, 34/1 and 358, Russa Road East, Police Station Tollygunge now Charu Market, under Sub-Registry Office at Additional District Sub-Registrar at Alipore, Kolkata – 700 033, within the local limits of the Kolkata Municipal Corporation under Ward No. 089, under Assessee No. 21-089-03-0092-3, District South 24 Parganas and the name of Lunatic Sri Santosh Kumar Mitter has been mutated in the records of the Kolkata Municipal Corporation as Owner thereof.

Y) The said Sri Santosh Kumar Mitter published his Last Will and Testament dated 7th day of August, 1975 wherein and whereby he appointed his two nephews namely Sri Salil Kumar Mitter and Sri Probir Kumar Mitter both sons of the said Sri Sudhansu Kumar Mitter as the executors and trustees of his said Will and after making certain pecuniary and other legacies and annuities, gave devised and bequeathed all the rest and residue of his estate both movable and immovable including the Larger Property unto and to his grandson namely Sri Amit Kumar Mitter or his grand-daughter Rini Mitter or both of them jointly or severally and in such proportion as the executors and trustees in their sole discretion would deem fit and proper, at any time after said Sri Amit Kumar Mitter attained the age of 30 years and before he attained the age of 35 years.

Z) The said executors and trustees Sri Salil Kumar Mitter and Sri Probir Kumar Mitter applied for grant of Probate of the said Last Will and Testament of Sri Santosh Kumar Mitter before the Hon'ble High Court at Calcutta, in its Testamentary and Intestate Jurisdiction, registered as P.L.A. No. 71A of 1981. The said Will of Sri Santosh Kumar Mitter was proved before the Hon'ble High Court at Calcutta on 27th day of April, 1981 and probate whereof was granted to the said Executors and Trustees on 21st day of May 1981.

AA) The said Sri Amit Kumar Mitter attained the age of 30 years in or about the year 1984.

BB) in exercise of their discretion as contained in the said Will of Santosh Kumar Mitter, the said executors Sri Salil Kumar Mitter and Sri Probir Kumar Mitter as such executors, allotted and made over and also assented to the devise of the assets and properties of Sri Santosh Kumar Mitter between said Sri Amit Kumar Mitter and Renee Sanghvi (alias Rini Mitter), individually and severally, as they deemed fit and proper the said Renee Sanghvi was allotted made over, amongst from Order dated 21st day of July, 1988 passed by Hon'ble High Court at Calcutta in the said P.L.A. No. 71A of 1981.

CC) By an Indenture of Sale dated 18th day of December, 2007 made between Smt Renee Sanghvi (alias Rini Mitter) therein referred to as the Vendor of the One Part and S. J. S. Associates therein referred to as the Purchaser of the Other Part at and for the consideration therein mentioned wherein and whereby the said Smt Renee Sanghvi (alias Rini Mitter) sold, transferred, conveyed, assigned and assured unto and in favour of S.J.S. Associates **ALL THAT** piece or parcel of Land together with structures standing thereon measuring an area of 10(Ten) Cottahs be the same a little more or less was subsequently reassessed and renumbered by the Kolkata Municipal Corporation as Premises No. 63, Deshpriya Sasmal Road, forming out of the old Premises Nos. 33, 34, 34/1 and 35, Russa Road East, Police Station Tollygunge now Charu Market, under Sub-Registry Office at Additional District Sub-Registrar at Alipore, Kolkata – 700 033, within the local limits of the Kolkata Municipal Corporation under Ward No. 089, under Assessee No. 21-089-03-0092-3, District South 24 Parganas more fully and particularly

mentioned in the Schedule written therein. The said Indenture was registered with the Additional Registrar of Assurances – I, at Kolkata and entered in Book No. I, C.D. Volume No. 18, Pages 2271 to 2291, Being No. 08089, for the year 2011.

DD) thus the S.J.S. Associates herein became the sole and absolute owner of and/or seized and possessed of and/or otherwise sufficiently entitled to **ALL THAT** piece or parcel of Land together with structures standing thereon measuring an area of 10(Ten) Cottahs be the same a little more or less was subsequently reassessed and renumbered by the Kolkata Municipal Corporation as Premises No. 63, Deshpran Sasmal Road, forming out of the old Premises Nos. 33, 34, 34/1 and 35, Russa Road East, Police Station Tollygunge now Charu Market, under Sub-Registry Office at Additional District Sub-Registrar at Alipore, Kolkata – 700 033, within the local limits of the Kolkata Municipal Corporation under Ward No. 089, under Assessee No. 21-089-03-0092-3, District South 24 Parganas.

EE) The said S.J.S. Associates applied for amalgamated in respect of **ALL THAT** piece or parcel of Land together with structures standing thereon measuring an area of 12(Twelve) Cottahs and 4(Four) Chittacks be the same a little more or less was subsequently reassessed and renumbered by the Kolkata Municipal Corporation as Premises No. 61, Deshpran Sasmal Road, forming out of the old Premises Nos. 36, 37 and 38, Russa Road East, Police Station Tollygunge now Charu Market, under Sub-Registry Office at Additional District Sub-Registrar at Alipore, Kolkata – 700 033, within the local limits of the Kolkata Municipal Corporation under Ward No. 089, under Assessee No. 21-089-03-0139-3, District South 24 Parganas and **ALL THAT** piece or parcel of Land together with structures standing thereon measuring an area of 10(Ten) Cottahs be the same a little more or less was subsequently reassessed and renumbered by the Kolkata Municipal Corporation as Premises No. 63, Deshpran Sasmal Road, forming out of the old Premises Nos. 33, 34, 34/1 and 35, Russa Road East, Police Station Tollygunge now Charu Market, under Sub-Registry Office at Additional District Sub-Registrar at Alipore, Kolkata – 700 033, within the local limits of the Kolkata Municipal Corporation under Ward No. 089, under Assessee No. 21-089-03-0092-3, District South 24 Parganas and the aforesaid Two Premises were amalgamated into one Premises and numbered as 61, Deshpran Sasmal Road (amalgamation of Premises Nos. 61 and 63), forming out of the old Premises Nos. 33, 34, 34/1, 35, 36, 37 and 38, Russa Road East, Police Station Tollygunge now Charu Market, under Sub-Registry Office at Additional District Sub-Registrar at Alipore, Kolkata – 700 033, within the local limits of the Kolkata Municipal Corporation under Ward No. 089, under Assessee No. 21-089-03-0139-3, District South 24 Parganas by virtue of Amalgamated Order Passed by the Assessment Officer of the Kolkata Municipal Corporation vide Order No. TTD/089/74/2017-18 dated 18.12.2017.

FF) Thus the said S.J.S. Associates became the sole and absolute owner of and/or otherwise sufficiently entitled to **ALL THAT** piece or parcel of Land together with structures standing thereon measuring an area of 22(Twenty

Two) Cottahs and 4(Four) Chittacks be the same a little more or less situated at and being the Premises No. **61, Deshpran Sasmal Road (amalgamation of two Premises No. 61 and 63)**, forming out of the old Premises Nos. 33, 34, 34/1, 35, 36, 37 and 38, Russa Road East, **Police Station Tollygunge now Charu Market**, under Sub-Registry Office at Additional District Sub-Registrar at Alipore, **Kolkata – 700 033**, within the local limits of the Kolkata Municipal Corporation under Ward No. 089, **under Assessee No. 21-089-03-0139-3, District South 24 Parganas.**

GG) By a Deed of Dissolution dated 31st day of March, 2017, the said Partnership Firm namely S.J.S. Associates was dissolved and as per the provision laid down in Partnership Act, the the Partners namely Sri Jitendra V Shah, Sri Samir J. Shah and Smt Tarana J. Shah became the joint and absolute owners of and/or otherwise sufficiently entitled to **ALL THAT** piece or parcel of Land together with structures standing thereon measuring an area of 22(Twenty Two) Cottahs and 4(Four) Chittacks be the same a little more or less situated at and being the Premises No. **61, Deshpran Sasmal Road (amalgamation of two Premises No. 61 and 63)**, forming out of the old Premises Nos. 33, 34, 34/1, 35, 36, 37 and 38, Russa Road East, **Police Station Tollygunge now Charu Market**, under Sub-Registry Office at Additional District Sub-Registrar at Alipore, **Kolkata – 700 033**, within the local limits of the Kolkata Municipal Corporation under Ward No. 089, **under Assessee No. 21-089-03-0139-3, District South 24 Parganas.**

PART II **(SAID LAND)**

ALL THAT piece or parcel of Land together with under construction Ground Plus Four Storied Building standing thereon measuring an area of 22(Twenty Two) Cottahs and 4(Four) Chittacks be the same a little more or less situated at and being the Premises No. **61, Deshpran Sasmal Road (amalgamation of two Premises No. 61 and 63)**, forming out of the old Premises Nos. 33, 34, 34/1, 35, 36, 37 and 38, Russa Road East, **Police Station Tollygunge now Charu Market**, under Sub-Registry Office at Additional District Sub-Registrar at Alipore, **Kolkata – 700 033**, within the local limits of the Kolkata Municipal Corporation under Ward No. 089, **under Assessee No. 21-089-03-0139-3, District South 24 Parganas** and butted and bounded as follows:-

ON THE NORTH: By Partly the Premises Nos. 52/1, 64A and 63A, Deshpran Sasmal Road, Kolkata – 700 033;

ON THE SOUTH: By Deshpran Sasmal Road;

ON THE EAST : By the Premises No. 67A, Deshpran Sasmal Road, Kolkata – 700 033;

ON THE WEST : By the Road and thereafter the Premises No. 57, Deshpran Sasmal Road, Kolkata – 700 033.

THE SECOND SCHEDULE ABOVE REFERRED TO :
(Part I)
(DETAILS OF THE DEVELOPMENT AGREEMENT)

By a Registered Development Agreement dated 31st day of October, 2013, the Owners/Vendors herein have appointed PDM EXIM to develop **ALL THAT** piece or parcel of Land together with structures standing thereon measuring an area of 22(Twenty Two) Cottahs and 4(Four) Chittacks be the same a little more or less situated at and being the Premises No. **61, Deshpran Sasmal Road (amalgamation of two Premises No. 61 and 63)**, forming out of the old Premises Nos. 33, 34, 34/1, 35, 36, 37 and 38, Russa Road East, **Police Station Tollygunge now Charu Market**, under Sub-Registry Office at Additional District Sub-Registrar at Alipore, **Kolkata – 700 033**, within the local limits of the Kolkata Municipal Corporation under Ward No. 089, **under Assessee No. 21-089-03-0139-3, District South 24 Parganas** on certain terms and conditions mentioned therein. The said Development Agreement was registered with the District Sub-Registrar- I, at Alipore and recorded in Book No. I, C.D. Volume No. 19, Pages from 1685 to 1722 , Being No. 04395 for the year 2013.

(PART II)
(DETAILS OF THE POWER OF ATTORNEY)

As per the terms of the Development Agreement dated 31st day of October, 2013, Owner/Land Lord herein by the execution and registration of General Power of Attorney have appointed PDM EXIM to develop **ALL THAT** piece or parcel of Land together with structures standing thereon measuring an area of 22(Twenty Two) Cottahs and 4(Four) Chittacks be the same a little more or less situated at and being the Premises No. **61, Deshpran Sasmal Road (amalgamation of two Premises No. 61 and 63)**, forming out of the old Premises Nos. 33, 34, 34/1, 35, 36, 37 and 38, Russa Road East, **Police Station Tollygunge now Charu Market**, under Sub-Registry Office at Additional District Sub-Registrar at Alipore, **Kolkata – 700 033**, within the local limits of the Kolkata Municipal Corporation under Ward No. 089, **under Assessee No. 21-089-03-0139-3, District South 24 Parganas** as per plan to be sanctioned by the Kolkata Municipal Corporation and the said General Power of Attorney was registered with the District Sub-Registrar- I, at Alipore and entered in Book No. I, C.D. Volume No. 19, Pages 1723 to 1733, Being N o . 0 4 3 9 6 , f o r t h e y e a r 2 0 1 3 .

THIRD SCHEDULE ABOVE REFFERED TO:

PART I

(SAID FLAT/UNIT WITH CAR PARKING)
(Under Construction)

All That the **Flat No.** containing a carpet area of Sq. Ft., (total Built up area being **Sq. Ft.** and total Super Built Up area being **Sq.Ft.**), with exclusive Balcony/Verandah having a Carpet Area of **Sq. Ft.** be the same a little more or less on the **Floor** of the of the Building to be known as **“Oriental Regency”** together with right to park One Car Parking Space being No. on the Ground Floor together with undivided proportionate share or interest in land situated within the said Building now in course of construction on the said Land **TOGETHER WITH** the prorata share in the Common Areas and the Common Facilities and Amenities to be used in common with the other Allottee(s) as permissible under law.

PART II

SPECIFICATIONS OF THE FLAT/UNIT

Living Dining Area

Floor: Vitrified tiles

Walls & Ceiling: Plaster of paris/wall putty

ROOMS

Floor: Vitrified tiles

Walls: Plaster of paris/wall putty

KITCHEN

Walls: Ceramic tiles up to 2' on counter walls, balance finished with plaster of paris /wall putty

Floor: Ceramic/Vitrified tiles

Counter: Granite counter

Fitting/Fixtures: Stainless steel sink with reputed make fittings

BATHROOMS

Walls: Ceramic tiles up to door height

Floor: Ceramic/Vitrified tiles

Sanitary Ware and CP Fittings: Sanitary ware and fittings of reputed brand

DOORS & WINDOWS

Entrance Door: Door frame with flush door

Internal Doors: Door frame with flush doors

Windows: aluminium windows

ELECTRICAL

Switches: Modular switches of reputed make and concealed copper wiring

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(COMMON AREAS, COMMON AMENITIES & FACILITIES OF THE BUILDING)

- 1) The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways and the Developer's logo placed on the main gate/s.
- 2) Drains and sewers from the said Basement, Ground Plus Five Storied Building to the Municipal Duct.
- 3) Water sewerage and drainage connection pipes from the Flat/Units to drains and sewers common to the said Basement, Ground Plus Five Storied Building.
- 4) Boundary walls of the Ground Plus Four Storied Building including the main gate/s.
- 5) Water pump and motor with installation and room therefore.
- 6) Water pump overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
- 7) Windows/doors and other fittings of the common area of the said Basement, Ground Plus Four Storied Building.
- 8) Lifts and their accessories installations and spaces required therefore.
- 9) Ultimate roof of the Building.
- 10) Such other common parts areas equipments installations fixtures fittings covered and open space in or about the said Building as are necessary for passage to or use and occupancy of the Flat/Units as are necessary.

THE FIFTH SCHEDULE ABOVE REFERRED TO: **(COMMON MAINTENANCE EXPENSES)**

1. **MAINTENANCE** : All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure, gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Complex and enjoyed or used by the Purchasers in common with other occupiers or serving more than one Unit and main entrance and exit gates, landings and staircases of the Complex/ Building Block and enjoyed by the Purchasers or used by their in common as aforesaid and the boundary walls, compounds etc. of the Complex. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the Complex so enjoyed or used by the Purchasers in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL** : All expenses for running and operating all machinery, equipments and installations comprised in the common areas and installations (including lift, water pump with Motor, Generator etc.) and also the costs of repairing, renovating and replacing the same.
3. **STAFF** : The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, clerk, sweepers, liftman etc.) including their bonus and other emoluments and benefits.
4. **ASSOCIATION** : Establishment and all other expenses of the Association and also similar expenses of the Developers or any agency looking after the common purposes, until handing over the same to the Association.
5. **TAXES** : Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the Complex (save those assessed separately in respect of any).
6. **INSURANCE** : Insurance premium for insurance of the Complex and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES** : Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES** : Creation of funds for replacement of funds for replacement, renovation and/or other periodic expenses.
9. **OTHER** : All other expenses and/or outgoings including litigation expenses as are incurred by the Developer and/or the Association for the common purposes.

THE SIXTH SCHEDULE ABOVE REFERRED TO:
PAYMENT PLAN

The Total Consideration of the said Flat/Unit, Total GST and Total Extras and Deposits shall be paid by the Allottee(s) in the following manner:

Application Money	Rs.1,00,000/- + GST
On execution of the Agreement for sale	10% of Total Consideration of the Flat + GST less Application Money
Immediately after execution of agreement	20% of Total Consideration of the Flat + GST
Within 30 days of execution of agreement	20% of Total Consideration of the Flat + GST
Within 60 days of execution of agreement	20% of Total Consideration of the Flat + GST
Within 90 days of execution of agreement	10% of Total Consideration of the Flat + GST
Within 120 days of execution of agreement	10% of Total Consideration of the Flat + GST
Upon Possession	Balance

DATED THIS DAY OF , 2024

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B E T W E E N

S.J.S.ASSOCIATES OWNERS/VENDORS

- A N D -

PDM EXIM

.... DEVELOPER/PROMOTER

- A N D -

ALLOTTEE(S)

AGREEMENT FOR SALE

____-____