

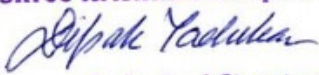
AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") is executed on this the day of, Two Thousand and Twenty Six;

BY AND BETWEEN

GOURI SANKAR DAS, (PAN:; and Aadhaar No.:),
son of Late Girish Chandra Das, by religion Hindu, by occupation Business, residing at 236/1 (previously, No. 236), Satin Sen Sarani, P.O. Kankurgachi, P.S. Narkeldanga, Kolkata - 700 054, hereinafter referred to as the "OWNER" (which expression shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators, legal representatives and/or assigns) of the **FIRST PART;**

AND

For Shree Krishna Enterprise

Authorised Signatory

SHREE KRISHNA ENTERPRISE, (PAN:), a Registered Partnership Firm within the meaning of the Indian Partnership Act, 1932, having its principal place of business at Shree Krishna Chambers, 78, Bentinck Street, 5th Floor, Suite-1E, Block-B, P.O. and P.S. Bowbazar, Kolkata – 700 001, represented by one of its **Partners and Authorized Signatory, DIPAK YADUKA, (PAN:; and Aadhaar No.:),** son of Basudeo Prasad Yaduka, by religion Hindu, by occupation Business, residing at P-44, C.I.T Road, Scheme: VI. M. (S), P.O.:- Kankurgachi and P. S. Phoolbagan, Kolkata – 700 054, hereinafter referred to as the “**PROMOTER**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its partners for the time being and such other person or persons who may be admitted as the partners thereof from time to time and their respective heirs, executors, administrators, legal representatives and/or assigns) of the **SECOND PART;**

AND

Mr./Ms. [•] (Aadhaar No. [•] / (PAN No.[•]) son/ daughter of [•], aged about [•], residing at [•], hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors, representatives and/or assigns) of the **THIRD PART:**

OR

[•] (CIN/LLPIN [•]; Income Tax PAN: [•]), a Company within the meaning of the Companies Act, 2013 / a Limited Liability Partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at [•], Police Station [•], Post Office [•], Kolkata – 700 [•], represented by one of its Directors / Designated Partners, **Mr./Ms. [•],** (Income Tax PAN [•]; Aadhaar No. [•]), son/wife of [•], working for gain at [•], Police Station [•] and Post Office [•], Kolkata – 700 [•], hereinafter referred to as the “**Allottee**” (which expression shall mean and include its successor or successors-in-interest and/or assigns) of the **THIRD PART:**

OR

[•] (Income Tax PAN: [•]), a Partnership Firm registered under the provisions of the Indian Partnership Act, 1932, having its principal place of business at [•], Police Station [•], Post Office [•], Kolkata – 700 [•], represented by one of its Partners, **Mr./Ms.** [•] (Income Tax PAN:[•]; Aadhaar No. [•];, son/wife of [•], residing at [•], Police Station [•], Post Office [•], Kolkata – 700 [•], hereinafter referred to as the “**Allottee**” (which expression shall mean and include only its partners for the time being and such other person or persons who may be admitted as the partners thereof from time to time and their respective heirs, executors, administrators, legal representatives, successors and/or assigns) of the **THIRD PART:**

OR

[•] **HUF**, (Income Tax PAN: [•]), a Hindu Undivided Family, having its office at [•], Police Station [•], Post Office [•], Kolkata – 700 [•], represented by its Karta and/or Manager, **Mr.** [•], (Income Tax PAN: [•]; Aadhaar No.: [•]), son of [•], residing at [•], Police Station [•], Post Office [•], Kolkata – 700 [•], hereinafter referred to as the “**Allottee**” (which expression shall mean and include only its Karta and all members and their respective heirs, executors, administrators, legal representatives, successors and/or assigns) of the **THIRD PART:**

[Please insert details of other allottees(s), in case of more than one allottee]

The Owner, the Promoter and the Allottee shall hereinafter collectively be referred to as the ‘**Parties**’ and individually as ‘**Party**’.

WHEREAS:

- A. Unless, in this Agreement, there be something contrary or repugnant to the subject or context, the terms / expressions mentioned in Annexure "A" hereto shall have the meaning assigned to them as therein mentioned.
- B. The Owner is the absolute and lawful owner of the property, being **ALL THAT** the piece or parcel of land containing an area of 10 Cottahs 3 Chittacks and 23 Square Feet, more or less, together with the messuages, tenements and hereditaments thereon or on part thereof built and erected, all situate, lying at and being Premises No. 236/1, Satin Sen Sarani (previously

known as 236 or 236A, Manicktala Main Road), Kolkata-700 054, [**Zone: Canal East Road (Ward-14)- Rail Bridge (Ward-14)**], P.S. Narkeldanga and P.O.- Kankurgachi, within the jurisdiction of Ward No. 029 of the Kolkata Municipal Corporation, as defined in definition (v) of the “**Annexure -A**” hereto, and morefully and particularly mentioned and described in **PART-I** of **SCHEDULE-A** hereto and delineated in the Plan/Map annexed hereto and marked as “**ANNEXURE - B**” and bordered in **RED** thereon (hereinafter to be referred to as the “**Project Land**” / “**Said Premises**”). The devolution of title of the Owner to the Project Land is described in **PART-II** of **SCHEDULE-A** hereunder written. The Promoter has agreed to develop the Project Land in terms of the Development Agreement as defined in definition (xvii) of **Annexure “A”**, as also referred to in the said **PART-II** of **SCHEDULE-A** hereunder written.

- C. The Project Land is intended for the purpose of development of an integrated real estate project thereon named as “**MIRAYA**” (hereinafter referred to as the said “**Project**”) comprising of a G+VI storeyed residential building wherein entire second to sixth floors shall consist of residential apartments (hereinafter referred to as the said “**Residential Segment**”) alongwith such areas, amenities and facilities which are earmarked for the exclusive use of the allottees and/or occupiers of the Residential Segment, more particularly described in **PART I of the SCHEDULE-D** hereunder written (hereinafter referred to as the said “**Residential Common Areas, Amenities and Facilities**”), and some parts or portions of the ground floor and as well as of the first floor shall consist of commercial spaces/units (hereinafter referred to as the said “**Commercial Segment**”). The common areas, amenities and facilities for the Commercial Segment are more particularly described in **PART II of the SCHEDULE-D** hereunder written (hereinafter referred to as the said “**Commercial Common Areas, Amenities and Facilities**”), and the areas other than the Commercial Segment on the ground floor of the said building shall be earmarked as car parking spaces, Ground Floor Lobby, Reception area etc. along with other built-up areas or spaces and other common areas, amenities and facilities in the said Project, which are

earmarked and meant for the use of allottees of both the said Residential Segment and the said Commercial Segment, are more particularly described in **PART III of the Schedule D** hereunder written (hereinafter referred to as the said “**Joint Common Areas, Amenities and Facilities**”). The “Residential Common Areas, Amenities and Facilities”, the “Commercial Common Areas, Amenities and Facilities” and “Joint Common Areas, Amenities and Facilities” together shall be known and referred to as “**Project Common Areas, Amenities and Facilities**”. Further, the term “**Unit Common Areas**”, as used hereafter in this Agreement, would mean and include the undivided, indivisible pro-rata share in and/or right to use either the Residential Common Areas, Amenities and Facilities or the Commercial Common Areas, Amenities and Facilities or Joint Common Areas, Amenities and Facilities, as the case may be, in respect of the said Apartment, as is particularly and specifically mentioned in **PART I of the SCHEDULE B** hereto, i.e., if the subject apartment is a residential apartment, then Unit Common Areas for such apartment would mean undivided, indivisible pro-rata share in and/or the right to use Residential Common Areas, Amenities and Facilities along with Joint Common Areas, Amenities and Facilities, and similarly, if the subject apartment is a commercial unit, then Unit Common Areas for such apartment would mean undivided, indivisible pro-rata share in and/or the right to use the Commercial Common Areas, Amenities and Facilities along with Joint Common Areas, Amenities and Facilities, as the case may be.

- D. The Owner 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 Owner and the Promoter regarding the Project Land, on which Project is to be constructed, have been completed.
- E. The Owner and the Promoter have obtained the sanction of a single integrated building plan proposing development and construction of a mixed use G + VI storeyed residential building from the Kolkata Municipal Corporation (hereinafter referred to as ‘**KMC**’) being B.P. No. 2025030048 dated 06.08.2025 (hereinafter referred to as the “**Sanction Plan**”). All

approvals for the proposed Project have been obtained by the Owner/Promoter from time to time and the Owner/Promoter agrees and undertakes that it/they shall not make any changes to the Plan, save and except the modifications and/or changes as approved by the KMC and/or under RERA, 2016 and/or WBREERA RULES, 2021 (*defined below*).

- F. The Kolkata Municipal Corporation has approved the commencement of construction of the Project vide approval dated 06.08.2025 vide Building Permit No.2025030048.
- G. Unless otherwise specifically mentioned in this Agreement, the term "Owner/Promoter", as is used in this Agreement, shall mean and include both the Owner and the Promoter herein jointly.
- H. The Owner/Promoter has registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 ("**RERA**") with the West Bengal Real Estate Regulatory Authority at Kolkata on _____ under registration No. _____.
- I. The Allottee has applied for allotment of a residential/commercial Unit/Apartment in the Project vide application No. [■] dated [■] and has been allotted residential / commercial Unit No. [■] having carpet area of [■] square feet, built up area of [■] square feet and super built up area of [■] square feet, more or less, of Type - `____', BHK- _____, on the [■] floor of the Project building ("**said Unit**") along with [■] a covered car parking space under dependent/independent mechanical car parking system being Parking Space No. [•], as permissible under applicable laws, in the ground floor of the Project ("**said Parking Space**"), all morefully mentioned in **PART - I** of the **SCHEDULE B** hereto and hereinafter collectively referred to as the "**said Apartment**", to be developed in accordance with the Specifications as mentioned in **PART - II** of the **SCHEDULE B** hereto **TOGETHER WITH** the undivided, indivisible pro-rata share in and/or right to use the Unit Common Areas, as permissible under applicable laws and as specifically mentioned in the said **PART - I** of the **SCHEDULE B** hereto, **AND**

TOGETHER WITH the like undivided, indivisible share and/or right to use and enjoy the Project Common Areas, Amenities and Facilities, in common with the other allottees of the Project as and when they are constructed or made ready and fit for use, **AND** the layout of the said Apartment including the said Parking Space is delineated in **RED** colour on the Plans annexed hereto and marked as **ANNEXURE "C"**.

- J. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- K. The parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the Project.
- L. The additional disclosures/details agreed between the parties are contained herein. At or before execution of this Agreement, the Allottee has been made expressly aware of and after considering what has been disclosed to the Allottee, the Allottee has acquainted himself/itself and has understood without any reservation, the following:
 - (i) That the proposed Project shall comprise of two segments being the Residential Segment and the Commercial Segment in a G+VI storeyed residential building, wherein;-
 - a) the second to sixth floors shall consist of residential apartments;
 - b) In the First Floor, certain parts on the front side shall consist of Commercial Areas having separate entry and exit. Only emergency exit of commercial area may be from residential side. Other part and portion shall consist of Amenities and facilities such as gymnasium, kids play area, multipurpose community hall along with such other areas, amenities and facilities which are earmarked for the exclusive use for

Residential Apartments allottees only ("**Residential Activity Centre**") to the exclusion of the commercial area allottees.

- c) In Ground Floor, certain parts in the front side shall be used for the commercial areas and for the stair case leading exclusively to the First Floor Commercial Area. Certain parts of the ground floor shall also be used for Parking Spaces (all being under Mechanical Car Parking system) and certain parts shall be used for entry and exit exclusive to the residential segment. In case any of the Car Parking spaces are allotted to any of the commercial Area allottees, then such commercial area allottees shall also have right to enter the residential area to access their Cars from Car Parking spaces, save and except this the allottees of Commercial segment shall not have the right of use of the Residential Common Areas, Amenities and Facilities in common with the allottee(s) of the Residential Segment of the Project;

The Allottee having understood the same, hereby accords his/her/its/their consent to the proposed scheme of development and undertakes not to raise any claims and/or objections thereto at any time hereafter.

- (ii) That the proposed Commercial Segment shall not be restricted or limited for the use or occupation of the allottees and/or occupiers of the Project only but shall also be open for use and occupation to the public at large. The Allottee further agrees and hereby records that the Allottee shall not have any objection in the proposed Commercial Segment and/or the units therein being transferred and/or allotted by the Owner/Promoter on commercial terms to third parties and being used and/or utilized by such third parties, their men, agents and the public at large, for such commercial purpose.

- (iii) That there shall not be any separate association for commercial areas and residential areas, allottees of both residential areas and commercial areas shall jointly be the members of the association to be formed for the maintenance of all common areas of the project. However, allottees of Commercial Areas shall have say only in the maintenance of "Commercial Common Areas, Amenities and Facilities" and "Joint Common Areas, Amenities and Facilities" and not in other areas. Similarly, allottees of Residential Areas shall have say only in the maintenance of "Residential Common Areas, Amenities and Facilities" and "Joint Common Areas, Amenities and Facilities" and not in other areas.
- (iv) That in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972, if and as may be applicable, certain common areas and facilities may be kept as reserved for use of certain units or remain allotted to any unit to the exclusion of other units and shall be referred to as "**Limited Common Areas and Facilities**".
- (v) That the Promoter shall be entitled to provide and designate certain common areas and facilities in the Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the allottees of certain limited apartments/units and to the exclusion of all other allottees in the Project ("**Limited Common Areas And Facilities**") as is particularly and specifically mentioned in Part III of **Schedule 'D'** hereto. The Allottee agrees to use only that portion of Limited Common Areas and Facilities (if any and specifically identified for the Allottee appertaining to the said Apartment). The Allottee agrees to not use the Limited Common Areas and Facilities identified for other allottees and hereby records its consent that the Allottee does not have any claim of any nature whatsoever with respect to the Limited Common Areas And Facilities identified for other allottees and/or the usage thereof. It is hereby expressly clarified that the Owner/Promoter holds absolute discretion

in the demarcation of the Limited Common Areas and Facilities as well as in determining its usage and reserving access for specific individuals or groups, all at its sole discretion.

- (vi) That save and except those expressed or intended by the Owner/Promoter to form part of the Project Common Areas, Amenities and Facilities as defined herein and in the Schedules hereunder written, no other part or portion of the said Project shall be claimed to be part of the Project Common Areas, Amenities and Facilities by the Allottee either independently or in common with any other allottee.
- (vii) That the Project contains covered multi-level car parking space(s) as per sanctioned plan (**Car Parking Areas**), which are not forming part of the Joint Common Areas, Amenities and Facilities, and/or the Residential Common Areas, Amenities and Facilities and/or the Commercial Common Areas, Amenities and Facilities, as defined herein, and which can be used for parking of motor cars (Car Parking Spaces) and shall be treated as a part of **Limited Common Areas And Facilities**. For a regulated and disciplined use of these Car Parking Spaces, the Owner/Promoter has reserved rights to identify the use of parking spaces by the allottees in these Car Parking Spaces exclusively to the allottees who need the same and who have applied for the same and the Allottee shall not raise any objection with regard thereto. The Allottee is also acquainted that open or covered parking spaces, if any, will be a part of the Limited Common Areas and Facilities. The Allottee herein is acquainted with and agrees that the Owner/Promoter shall be entitled to grant to certain intending allottee(s) such Car Parking Spaces as a part of the Limited Common Areas and Facilities to such allottees. The Allottee herein records its irrevocable consent not to claim and or object to such allotment being granted in favour of the other allottees in the Project.

- (viii) That the Allottee has conducted his/her/ its/their own due diligence and has satisfied itself with regard to rights, title and interest of the Owner to the Project Land and the rights and obligations of the Promoter with regard to the Project and has taken independent legal advice on the same and also on the scheme of development as aforesaid and has accepted the same and hereby agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.
 - (ix) The Allottee has also inspected the Plans presently sanctioned by the KMC and hereby agrees and covenants not to raise any objection with regard thereto.
 - (x) That the disclosures contained in and forming part of the recitals of this Agreement shall also be a part and parcel of the agreements, representations, declarations and covenants of the parties hereto, respectively, towards each other.
- M. The parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- N. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owner/Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment together with the undivided, indivisible pro-rata share in and/or the right to use the Unit Common Areas, as may be applicable and as specifically mentioned in the **SCHEDULE D** hereto, and together with the like perpetual irrevocable right to use and enjoy the Project Common Areas, Amenities and Facilities in common with the other allottees of the Project subject to the terms and conditions contained herein.

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 Owner and Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the said Apartment as specified in recital I hereinbefore.

1.2 The Total Price for the said Apartment based on the carpet area is Rs. [■] _/- (Rupees [■] only) including GST ("Total Price"):

Sl. No.	Description	Amount
A.	<u>Consideration Value of the Apartment:</u>	
	a) Cost of Apartment including Cost of exclusive balcony or verandah as defined and described in Schedule - B hereunder.	Rs.[•]/-
	Cost of ___ Covered Car Parking Space bearing No: _____ under Mechanical Parking system (_____ Level) as defined and described in Schedule - B hereunder	Rs.[•]/-
	TOTAL CONSIDERATION	Rs.[•]/-
	Add: GST	Rs.[•]/-
	Total Price including GST	Rs.[•]/-

Rupees _____ only.

In addition to the aforesaid Total Price, certain Deposits and Charges shall also be paid at actuals and/or as mentioned by the Promoter as per Payment Schedule including payment of Stamp Duty, Registration Fees, registration charges and other incidental expenses for stamping and registration of this Agreement for Sale and the Deed of Conveyance;

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the said Apartment.
- (ii) The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of GST, CGST, SGST, etc. and if any as per law, cess or any other similar taxes which may be levied in connection with the construction of the Project payable by the Promoter) upto the date of handing over the possession of said Apartment.

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change/modification as may be applicable. In case of any increase, the Promoter shall demand the increased amount from the Allottee as per the next milestone of the Payment Plan as provided in **SCHEDULE C**.

- (iii) **TDS:** If applicable, the tax deducted at source (TDS) under the Income Tax laws shall be deducted by the Allottee on the consideration amount payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority against the PAN of the Promoter only within the time period stipulated under law and it shall be the obligation of the Allottee to provide acknowledgements / receipts issued by the Income Tax Authorities against such deposit to the Promoter within 30 (thirty) days of such deduction. If the Allottee fails to provide such receipt or acknowledgement within such 30 days, then the same shall be treated as default on the part of the Allottee under this Agreement and the respective TDS amount/s shall be treated as due and outstanding.

- (iv) The Promoter shall periodically intimate in writing to the Allottee the amount payable as stated in clause (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
 - (v) The Total Price of the said Apartment includes cost of (1) the pro-rata right in the Residential and/or Commercial and/or Joint Common Areas, Amenities and Facilities, as the case may be, and (2) the Said Car Parking Space (s) under Mechanical Car Parking system, as provided in the Agreement.
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee 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.
- 1.4 The Allottee shall make the payment as per the payment plan set out in **SCHEDULE C ("Payment Plan")**.
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottees by discounting such early payments, as may be mutually agreed in writing between the Promoter and the Allottee. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any major additions and alterations in the sanctioned plans, layout plans and specifications described

in respect of the said Apartment or building, as the case may be, without the previous written consent of the Allottee. Provided That the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act. Provided that nothing herein contained shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the Plans and the additions and/or alterations thereof as contained in Recitals E and definition No. (xxiii) of the **ANNEXURE "A"** hereto.

- 1.7 The Owner/Promoter shall confirm the final carpet area, built up area and super built up area that has been allotted to the Allottee after the construction of the building is complete and the occupancy or completion certificate is granted by the competent authority, by furnishing details of the changes, if any in the carpet area, built up area and super built up area. The Total Price payable for the said Apartment shall be recalculated upon confirmation by the Owner/Promoter. If there is reduction in the carpet area within the defined limit then the Owner/Promoter shall refund the excess money paid by the Allottee within 45 (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. If there is any increase in the carpet area, built up area and super built up area of the Apartment, allotted to Allottee, the Owner/Promoter shall demand the increased amount from the Allottee as per the next milestone of the Payment Plan as provided in **SCHEDULE C**. All these monetary adjustments shall be made at the same rate per square foot as agreed in clause 1.2 of this Agreement.
- 1.8 Subject to Clause 9.3 the Owner/Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:
 - (i) The Allottee shall have exclusive ownership of the said Apartment upon execution and registration of the deed of conveyance;
 - (ii) The Allottee shall also have undivided proportionate share in the Unit Common Areas, as the case may be, and will have right to use and enjoy

in respect of the said Apartment or building, as the case may be, without the previous written consent of the Allottee. Provided That the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act. Provided that nothing herein contained shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the Plans and the additions and/or alterations thereof as contained in Recitals E and definition No. (xxiii) of the **ANNEXURE "A"** hereto.

- 1.7 The Owner/Promoter shall confirm the final carpet area, built up area and super built up area that has been allotted to the Allottee after the construction of the building is complete and the occupancy or completion certificate is granted by the competent authority, by furnishing details of the changes, if any in the carpet area, built up area and super built up area. The Total Price payable for the said Apartment shall be recalculated upon confirmation by the Owner/Promoter. If there is reduction in the carpet area within the defined limit then the Owner/Promoter shall refund the excess money paid by the Allottee within 45 (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. If there is any increase in the carpet area, built up area and super built up area of the Apartment, allotted to Allottee, the Owner/Promoter shall demand the increased amount from the Allottee as per the next milestone of the Payment Plan as provided in **SCHEDULE C**. All these monetary adjustments shall be made at the same rate per square foot as agreed in clause 1.2 of this Agreement.
- 1.8 Subject to Clause 9.3 the Owner/Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:
 - (i) The Allottee shall have exclusive ownership of the said Apartment upon execution and registration of the deed of conveyance;
 - (ii) The Allottee shall also have undivided proportionate share in the Unit Common Areas, as the case may be, and will have right to use and enjoy

the Project Common Areas, Amenities and Facilities in common with the other allottees of the Project. Since the share/interest of the Allottee in the said Unit Common Areas, as the case may be, is undivided and cannot be divided or separated, the Allottee shall use the Unit Common Areas in common with the other allottees of the Residential Segment and/or the Commercial Segment, as the case may be, including the building maintenance staff, etc., without causing any inconvenience or hindrance to them. Further the right of the Allottee to use the Unit Common Areas and the Project Common Areas, Amenities and Facilities shall always be subject to the timely payment of the maintenance charges and other charges as applicable. It is clarified that the Owner/Promoter shall convey the undivided proportionate title in the Unit Common Areas and the Project Common Areas, Amenities and Facilities in respect of the said Apartment to the association of the allottees as provided under the provisions of RERA, 2016 and/or WBRERA Rules, 2021.

- (iii) That the computation of the Total Price of the said Apartment includes recovery of price of land, construction of not only the Apartment but also the common areas, internal development charges, external development charges, taxes, costs of providing electric wiring, fire detection and firefighting equipment in the common areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

- 1.9 It is made clear by the Owner/Promoter and the Allottee agrees that the said Apartment along with the Parking Space (if any) shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent self-contained Project covering the Project Land and is not part of any other project or zone and shall not form a part of and /or linked except for the benefit of the Allottee. It is clarified that all the Unit Common Areas shall be exclusively used and enjoyed by the allottees of the Residential Segment and/or the Commercial Segment, as the case may be, and the Project Common Areas, Amenities and Facilities shall be available

only for use and enjoyment of all the allottees, owners and occupants of the said Project including both Residential and Commercial Segments.

- 1.10 The Owner/Promoter agrees to pay all outgoings before transferring the possession of the Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Owner/Promoter fails to pay all or any of the outgoings collected by it from the allottees or any liability, mortgage loan and interest thereon before transferring the said Apartment to the Allottee, the Owner/Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.11 The Allottee has paid a sum of Rs. [■]/- (Rupees [■] only) towards Consideration amount, Rs. _____ /- towards TDS amount and Rs. _____/- (Rupees _____ only) towards GST totaling Rs. [■]/- (Rupees [■] only) as booking amount (**Booking Amount**), being 10% (Ten Percent) of the Total Price of the said Apartment at the time of application, the receipt of which, together with applicable taxes thereon, the Promoter hereby acknowledges, and the Allottee hereby agrees to pay the remaining Total Price as mentioned in clause 1.2 and the other charges and deposits mentioned hereinbefore in respect of the said Apartment as prescribed in the Payment Plan as morefully mentioned in **SCHEDULE C** hereunder written as may be demanded by the Promoter within the time and in the manner specified therein.

Provided That if the Allottee delays in payment towards any amount which is payable, he/she/it shall be liable to pay interest at the rate prescribed in the Rules definition No. (ii) of the **ANNEXURE "A"**.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan as mentioned in **SCHEDULE C** hereto through A/c Payee cheque / demand draft / bankers' cheque or online payment (as applicable) in favour of the Promoter.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 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 Owner/Promoter with such permission, approvals which would enable the Owner/Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her/its part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she/it 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 Owner/Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Owner/Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Owner/Promoter immediately and comply with

necessary formalities if any under applicable laws. The Owner/Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Owner/Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Owner/Promoter to adjust and appropriate all payments made by him/her/it under any head(s) of dues against lawful outstanding of the Allottee against the said Apartment if any, in his/her/its name and the Allottee undertakes not to object/demand/direct the Owner/Promoter to adjust such payments in any other manner.

5. TIME IS ESSENCE:

Time is essence for the Owner/Promoter as well as the Allottee. The Owner/Promoter shall abide by the time schedule for completing the Project and towards handing over the said Apartment to the Allottee and the Unit Common Areas and the Project Common Areas, Amenities and Facilities to the association of the allottees after receiving the occupancy certificate and/or the completion certificate, as the case may be in accordance with applicable laws. Similarly, the Allotees shall make the timely payments and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Owner/Promoter as provided in the Payment Plan mentioned and described in **SCHEDULE C** hereunder written.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen the proposed layout plan of the said Apartment/unit, payment plans, proposed floor plans, (annexed alongwith this Agreement) and proposed specifications, amenities and facilities in respect of the said Apartment/Unit and accepted the Payment Plan, floor plans, layout plans, specifications (as mentioned in **SCHEDULE B** herein), which has been

approved by the competent authority. The Promoter shall develop the said Project in accordance with such layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, F.A.R. and the density norms and provisions prescribed by the KMC and/or as applicable under the local municipal laws and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act and Rules as elsewhere stated in this Agreement and breach of this term by the Promoter shall constitute a material breach of the Agreement. Provided That nothing herein contained shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan and the additions / alterations thereof as contained in Recitals E and N and Definition No. (xxiii) (being the definition of Plan) of the **ANNEXURE 'A'** hereto.

7. POSSESSION OF THE APARTMENT/PLOT:

- 7.1 Schedule for possession of the said Apartment** - The Owner/Promoter agrees and understands that timely delivery of possession of the said Apartment is the essence of the Agreement. The Owner/Promoter, based on the approved Plans and specifications, assures to hand over possession of the said Apartment on or before 31st December 2029, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, epidemic, pandemic or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If however, the completion of the Project is delayed due to Force Majeure conditions, then the Allottee agrees that the Owner/Promoter shall be entitled to extension of time for delivery of possession of the said Apartment, provided that such Force Majeure conditions and reasons beyond control are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Owner/Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Owner/Promoter shall

refund to the Allottee the entire amount received by the Owner/Promoter from the allotment of the said Apartment within 45 (forty-five) days from that date. The Owner/Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she/it shall not have any rights, claims etc. against the Owner/Promoter and that the Owner/Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession** – The Promoter, upon obtaining the occupancy/completion certificate from the competent authority shall offer in writing the possession of the said Apartment to the Allottee in terms of this Agreement, when possession of the said Apartment shall be taken and/or deemed to have been taken by the Allottee within 45 (Forty-Five) days from the date of issue of such letter/notice by the Promoter to the Allottee, unless possession earlier taken by the Allottee, ("**Possession Date**" or "**Deemed Possession Date**"), and the Promoter shall give possession of the said Apartment to the Allottee **Subject To** the terms of this Agreement and the Allottee making timely payments of the entire balance of the Total Price and all other amounts and deposits payable by the Allottee to the Promoter hereunder and fulfilling all his other covenants/obligations contained in this Agreement including making payment on account of stamp duty, registration fees, etc., as and when requested by the Promoter. Provided Further that the Promoter shall not be liable to deliver possession of the said Apartment to the Allottee nor to execute or cause to be executed any Deed of Conveyance or other instrument of transfer in favour of the Allottee until such time the Allottee makes payment of all amounts agreed herein and required to be paid hereunder by the Allottee and the Allottee has fully performed all the terms and conditions and covenants in terms of this Agreement and on the part of the Allottee to be paid, observed and performed until then. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the

maintenance charges as determined by the Promoter / Maintenance Company/ Association, as the case may be.

It is clarified that the Promoter shall be deemed to have duly complied with all its obligations in case the Promoter issues notice of possession to the Allottee on or before the date mentioned in Clause 7.1 above.

It is further agreed that even prior to completion of the said Apartment in the manner aforesaid, in case the Allottee desires to simultaneously carry out its fits-out therein, then the Allottee may carry out the same if the Allottee obtains prior written permission from the Promoter, and in such event, the Allottee shall be liable to pay the entire balance consideration and all other amounts and deposits payable by the Allottee to the Promoter hereunder prior to commencing its interior / fit-out works thereat. During such fit-out period, the Allottee shall be liable for following the Fit-out Rules set by the Promoter including making the payment of charges for such fit outs for various utilities like electricity, generator, water, lifts, etc. as may be determined by the Promoter for usage of such utilities at the time of Fit-out.

- 7.3 Failure of Allottee to take Possession of the Apartment-** Upon receiving a written intimation from the Promoter as per clause 7.2 hereinbefore, the Allottee shall take possession of the said Apartment within the Possession Date from the Promoter by clearing all payments/dues and by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the said Apartment to the Allottee. In case the Allottee fails to take possession within the Possession Date, as provided in clause 7.2, he shall continue to be liable to pay maintenance charges and proportionate Property Tax as applicable on and from the date of expiry of the Possession Date and it shall be deemed that the Allottee has been handed over possession of the said Apartment on such date.

- 7.4 **Possession by the Allottee** - After obtaining the completion certificate and handing over physical possession of the said Apartment to the Allottee, it shall be the responsibility of the Owner/Promoter to create an Association as per terms of this Agreement and hand over the necessary documents and plans, to the Association of allottees or the competent authority, as the case may be, as per the local laws.
- 7.5 **Cancellation by Allottee**— The Allottee shall have the right to cancel/withdraw his/her/its allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, then subject to terms and conditions mentioned below, the Allottee shall serve a 45 (forty-five) days' notice in writing to the Promoter and on expiry of the said period the allotment shall stand cancelled and the Promoter herein shall be entitled to forfeit the Booking Amount paid for the allotment and claim interest and compensation (in terms of the RERA, 2016 and/or WBRERA Rules, 2021) accrued till the date of such cancellation at such rate of interest that may be prescribed by the Authority from time to time (which rate applicable on the date of this Agreement is - SBI (1 year MCLR + 2%) (**'Cancellation Charges'**) and the applicable G.S.T. payable on such Cancellation Charges.

The balance amount of money, if any, paid by the Allottee shall be returned by the Promoter to the Allottee without interest or compensation or damages, and only out of the amounts received by the Promoter after sale of the said Apartment to any other interested person. Such refund of the balance amount of money by the Promoter shall not include any amount paid by the Allottee on account of Taxes and/or stamp duty and registration charges incurred by the Allottee and the Allottee shall be free to approach the authorities concerned for refund of such Taxes and all registration expenses, including stamp duty, registration fees, etc. The Allottee shall, at his own costs and expenses, be liable to execute all necessary cancellation documents, as and when required by the Promoter. Promoter shall be liable

to refund balance amount only on or after execution of all cancellation documents and not before.

- 7.6 **Compensation** – The Owner/Promoter shall compensate the Allottee in case of any loss caused to him/her/it due to defective title of the land on which the Project is being developed or has been developed, in the manner as provided under the Real Estate (Regulation & Development) Act, 2016 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 Owner/Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of its business as a developer on account of suspension or revocation of the registration under the Act or for any other reason, the Owner/Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the West Bengal Real Estate (Regulation & Development) Rules, 2021 within 45 (forty-five) days of it becoming due including compensation in the manner as provided under the Act. Such refund shall not include any amount paid by the Allottee on account of Taxes paid by the Allottee and/or stamp duty and registration charges incurred by the Allottee and the Allottee shall be free to approach the authorities for refund of such taxes or Registration Charges including Stamp duty.

8. **REPRESENTATIONS AND WARRANTIES OF THE OWNER / PROMOTER:**

The Owner/Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Owner has absolute, clear and marketable title with respect to the Project Land and the Promoter has requisite rights to carry out

development upon the Project Land and has absolute, actual, physical and legal possession of the Project Land for the said Project;

- (ii) The Owner/Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Project Land or the Project;
- (iv) There are no litigations pending before any court of law or authority with respect to the said Project Land/Project or the said Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and the said Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owner/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, building, said Apartment, the Unit Common Areas and the Project Common Areas, Amenities and Facilities;
- (vi) The Owner/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 created herein, may be prejudicially affected;
- (vii) The Owner/Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land, including the said Project and the said Apartment which will, in any manner, affect the rights of the Allottee under this Agreement;
- (viii) The Owner/Promoter confirms that the Owner/Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

- (ix) Subject to the Allottee making timely payment of the consideration amount and all other amounts to the Promoter in terms of this Agreement, the Owner/Promoter shall execute and cause to be registered the Deed of Conveyance in respect of the said Apartment and shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Project Common Areas, Amenities and Facilities to the association of allottees or the competent authority, as the case may be;
- (x) The Project 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 Project Land;
- (xi) The Owner/Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the Date of Possession or the Deemed Date of Possession, 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 Project Land or part thereof) has been received by or served upon the Owner/Promoter in respect of the said Project Land and/or the Project.
- (xiii) The Project Land or any part thereof is not Waqf Property and/or Trust Property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Owner/Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition, which is complete in all respects.
- (ii) Discontinuance of the Owner/Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the RERA, 2016 and/or WBRERA Rules, 2021 or regulations made thereunder.

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

- (i) Stop making further payments linked to construction milestones, to the Promoter as may be demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee will be required to make the next payment without any penal interest, Provided that this clause shall not be applicable if the payment by the Allottee is not construction linked.
- (ii) The Allottee shall have the option of terminating the Agreement, in which case the Owner/Promoter shall be liable to refund the entire money paid by the Allottee to the Owner/Promoter towards the purchase of the Apartment, along with interest at the rate prescribed in the WBRERA Rules, 2021, (presently being State Bank of India PLR plus 2% per annum) within 45 days of receiving the termination notice. It is hereby clarified that such refund of money by the Promoter shall not include any amount paid by the Allottee on account of Taxes paid by the Allottee and/or stamp duty and registration charges incurred by the Allottee.

Provided That where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he/she/it/they shall be paid

by the Owner/Promoter, interest at the rate prescribed in the WBREERA Rules, 2021, (presently being State Bank of India PLR plus 2% per annum) for every month of delay till the handing over of the possession of the said Apartment to the Allottee by the Owner/Promoter.

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

- (i) In case the Allottee fails to make payments for 2 (two) consecutive demands made by the Owner/Promoter as per the Payment Plan contained herein, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Owner/Promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of default by Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Owner/Promoter in this regard, the Owner/Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to it by the Allottee (without any interest) after deducting the Booking Amount and the interest thereon at the prescribed rate, and this Agreement shall thereupon stand terminated. Such refund of balance amount shall not include any amount paid by the Allottee on account of Taxes paid by the Allottee and/or Stamp duty and registration charges incurred by the Allottee and such refund shall be made out of the amounts received by the Promoter on sale of the said Apartment to any other interested person. The Promoter shall have option to pay the balance amount directly to the bank account of the Allottee given at the time of application form and the same shall be and deemed to be sufficient discharge of the Promoter in respect of payment of such amount. The Allottee shall, at his own costs and expenses, execute all necessary documents, as and when required by the Promoter in this regard.

- (iii) Without prejudice to the above, it is being further agreed and the Allottee expressly acknowledges, understands and agrees that in the event of any cancellation or termination of the allotment of the said Apartment (including this Agreement), as mentioned in this Agreement, either by the Promoter or the Allottee, as the case may be, the Promoter shall be at liberty to act as the constituted attorney of the Allottee and execute, present for registration and/or have unilaterally executed and registered appropriate deeds or documents evidencing and/or recording such cancellation, if required by the Promoter, and the Allottee hereby agrees that in such an event, the Allottee shall have no right to object the same and hereby records its consent thereto.
- (iv) Notwithstanding anything anywhere mentioned in this Agreement, the Allottee expressly acknowledges understands and agrees that in the event of said termination of the allotment of the said Apartment (and this Agreement) in terms of this Agreement by the Allottee or the Owner/Promoter, as the case may be, if the Allottee fails to co-operate with the Owner/Promoter in executing and registering necessary Deed and/or Agreement of Cancellation to record such cancellation, mere serving of notice of termination alone by the Owner/Promoter shall be sufficient enough to record and effect the cancellation of this Agreement and extinguishment of all rights of the Allottee hereunder, or in law, and no further act or other deed, document or instrument shall be required to be executed or registered by the Allottee for this purpose. However, the Owner/Promoter in its sole discretion shall have the right (but not obligation) to execute and have registered an unilateral Deed of cancellation in the nature of a declaration to record the fact of such an event, such unilateral Deed of Cancellation in the nature of declaration shall be valid and binding on the Allottee, the Allottee shall have no rights to object to the same and hereby records it consent thereto.

10. CONVEYANCE OF THE SAID APARTMENT:

The Owner/Promoter, on receipt of the Total Price as mentioned in clause 1.2 herein along with and the extras and deposits as mentioned in **SCHEDULE - C** this Agreement and / or in terms of the Allotment Letter, from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with the undivided pro-rata share in the Land within 3 (three) months from the date of issuance of the occupancy certificate and/or the completion certificate, as the case may be, to the Allottee. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the demand letter, the Allottee authorizes the Owner/Promoter to withhold registration of the conveyance deed in his/her/its favour till full and final settlement of all dues and stamp duty and registration charges to the Owner/Promoter is made by the Allottee. In addition, the Allottee shall be liable to pay holding charges amounting to Rs.5000/- (Rupees Five thousand only) Plus GST per month for the period during which the registration of the conveyance deed is withheld by the Owner/Promoter due to non-payment of the aforementioned dues. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies /penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID APARTMENT/PROJECT:

The Owner/Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees.

11.1 Maintenance And Common Enjoyment: As a matter of necessity, the ownership and enjoyment of the Apartment/units by Allottees shall be consistent with the rights and interest of all the other Allottees and in using and enjoying their respective units and the Common Areas and Installations, each of the Allottees (including the Allottee) shall be bound and obliged:

- a) to co-operate with the Maintenance In-charge in the management and maintenance of the said premises and the common purposes;
- b) to allow the Maintenance In-charge and their authorised representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Building and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within seven days of giving of a notice in writing by the Maintenance In-charge thereabout Provided That in case of emergencies / exigencies, no such notice shall be required to be given;
- c) to install fire-fighting and sensing system gadgets and equipment in the said Apartment as required under law and keep the said Apartment free from all hazards relating to fire;
- d) to carryout all fitout works in the said Apartment in a good and workman-like manner and without violating any laws, rules or regulations of the concerned authority, National Building Code and fire safety rules and rules framed by other authorities and with minimum noise and ensure that no disturbance or annoyance is caused to the other Allottees;
- e) pay maintenance charge on the basis of bills to be raised by the Promoter/Facility Management Company or Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof.
- f) not claim any deduction or abatement in the bills relating to maintenance charge;
- g) to allow repair, maintenance, inspection, or rectification works relating to the AC system or any other services connected with the Residential Common Areas, Amenities and Facilities and/or Commercial Common Areas, Amenities and Facilities and/or Joint Common Areas, Amenities and Facilities shall extend reasonable cooperation to each other to undertake or cause to be undertaken such works, including permitting

access through residential areas of the such servicemen where strictly necessary. Such access, where required, shall be exercised in a manner causing minimal disturbance and strictly for the limited purpose of carrying out the necessary works.

- h) to keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Apartment in the Building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Building and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units.
- i) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the said premises including those under the West Bengal Fire Service Act and rules made thereunder and shall indemnify and keep the Promoter and the Owners saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on their part;
- j) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, The K.M.C, Kolkata Metropolitan Development Authority, CESC Limited, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the said

premises and to make such additions and alterations in or about or relating to their respective units and/or the Building as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Promoter or the Owners in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter and the Owners and the Maintenance In-charge and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on the part of the Allottees.

- k) to cooperate with the Promoter to obtain, at the costs of the Allottee, separate apportionment / assessment and mutation of their respective units, as may be permissible, in the records of the K.M.C.
- l) not to fix or install air conditioners in their respective Units save and except at places where provision has been made by the Promoter for installation of the same and not to change the manner of installation of air-conditioners in the bedrooms (if any) and in such areas where air-conditioners are not installed by the Promoter to install air-conditioners only in designated areas as approved by Promoter. The Apartment has been provided with ledge for outdoor unit of split air conditioning system and also the route to take refrigerant piping, which the Allottee shall have to strictly follow while installing AC units. In case of and in the event any Allottee installs air conditioner/s at any place other than the places earmarked and/or specified for the same, then and in that event, the such Allottee shall be liable to pay to the Promoter penalty charges of a Lump sum amount of Rs.15,000/- (Rupees Fifteen thousand) only plus GST, if any, per Air conditioner wrongly installed and shall also forthwith remove the air conditioner/s. Further, before installation, the Allottees shall also get the layout plan of the air conditioner/s to be

installed in their respective Units / commercial spaces approved by the Promoter and shall further ensure that all water discharged by the split air conditioning units is drained within their respective Units and not to allow any spill over in the common areas / commercial spaces.

- m) to bear and pay and discharge exclusively the following expenses and outgoings:-
 - i) Municipal rates and taxes and water tax, if any, assessed on or in respect of their respective units directly to The K.M.C Provided That so long as their respective units are not assessed separately for the purpose of such rates and taxes, each Allottee shall pay and/or deposit in the Suspense Account of the K.M.C proportionate share of all such rates and taxes assessed on the said premises;
 - ii) All other taxes impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of their respective units or the Building or the said premises as a whole and whether demanded from or payable by the Allottees or the Promoter or the Owner and the same shall be paid by the Allottees wholly in case the same relates to their respective units and proportionately in case the same relates to the Building or the said premises as a whole.
 - iii) Electricity charges for electricity consumed in or relating to their respective units and until a separate electric meters are obtained by the Allottees for their respective units, the Promoter and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the Allottees shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub-meter provided for their respective units at the rate at which the Maintenance In-charge shall be liable to pay the same to CESC Limited.
 - iv) Charges for enjoying and/or availing excess power (i.e. in excess of that agreed under their respective Apartment Sale Agreements) from the

common Generator installed / to be installed and the same shall be payable to the Maintenance In-charge And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for their respective units, wholly and if in common with the other Allottees, proportionately to the Promoter or the appropriate authorities as the case may be.

- v) Proportionate share of all Common Expenses payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottees shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @Rs.9/- (Approx.) plus GST as applicable from time to time, per square foot per month of the Carpet Area of their respective units. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services. It is clarified that expenses for maintaining managing upkeeping and administering the respective Common Area and Installations shall not be separately incurred / charged / accounted for nor is the same feasible nor practical and none of the Allottees shall object to or demand explanation therefor and shall be bound to accept the same without demur or objection.
- vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottees in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by CESC Ltd., from its consumers for the delay payment of its bills).
- vii) Charges for use of Common Electricity for charging Electric Vehicle in case the Allottee have been allotted a Car Parking space and such Car need the service of getting their vehicle charged.

- n) It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and façade of the Building and the Common Areas and Installations etc. and the same shall be shared by and between the Allottee and the other allottees proportionately. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the common expenses by the Allottee.
- o) In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance In-charge interest at the rate of 1.5% per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:
- i. disconnect the supply of electricity to the said Unit;
 - ii. withhold and stop all other utilities and facilities (including lift, generator etc.) to the Allottee and his family members, servants, visitors, guests, tenants, licensees and/or the said Unit;
 - iii. to demand and directly release rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the said Unit.
 - iv. to display the name of the Allottee as a defaulter on the notice board of the Building/s.
- p) It is also agreed and clarified that in case any Allottee (not necessarily being the Allottee herein) fails to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or other amounts and as a result there be

disconnection / discontinuity of services etc. (including disconnection of electricity, etc.), then the Allottee shall not hold the Promoter or the Maintenance In-charge or the Owner responsible for the same in any manner whatsoever.

- i. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7th day of the month for which the same shall be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Maintenance In-charge. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon the Allottee, in case the same is left in the said Apartment or in the letterbox earmarked for the said Unit.

11.2. INTERIM MAINTENANCE PERIOD

11.2.1 During the interim maintenance period between obtaining of the completion certificate of Project and formation and operationalization of the Association the Promoter shall through itself or through a facility management company run, operate, manage and maintain the Project Common Areas, Amenities and Facilities. On formation of the Association, it shall be responsible for operating, managing and maintaining each of the said Common Areas, Amenities and Facilities of the Project. The Promoter shall also be entitled to a management fee calculated at 15% of the total maintenance charges.

11.2.2 The Promoter shall endeavour that the facility management company responsible for the maintenance and operation of the Project Common Areas, Amenities and Facilities will be required to provide manpower for maintaining the same wherever required, and to collect maintenance charges and the user charges for the utilities being provided.

11.2.3 The maintenance and management of Project Common Areas, Amenities and Facilities by the facility management company will primarily include but not be limited to maintenance of water works,

common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMCs etc. It will also include safety and security of the Project such as fire detection and protection and management of general security and control of the Project.

11.2.4 The Rules/ Bye Laws to regulate the use and maintenance of the Unit Common Areas and the Project Common Areas, Amenities and Facilities shall during the interim maintenance period be framed by the Promoter with such restrictions as may be necessary for proper maintenance and the Allottee shall be bound to follow the same.

11.2.5 After the Unit Common Areas are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.

11.3 Formation of Association:

- i) The Promoter shall cause to form an Association of all the allottees and all the Project Common Areas shall be handed over to such Association. Such Association may have two sub-committees, one for the Residential Segment and the other for the Commercial Segment, for ease of maintenance and addressing issues faced by the allottees of each segment separately. There shall be no separate Association for the maintenance of Common areas of Residential Area or Commercial Areas and the Allottee by execution of this agreement agrees to the same. It shall be incumbent upon the Allottee to join the Association as a member and for this purpose also from time-to-time to sign and execute the application for registration and/or membership and the other papers and documents necessary for the same. The Allottee shall pay the necessary subscription and/or membership amounts, together with the proportionate costs and expenses (including but not limited to payment of proportionate Stamp Duty and Registration charges payable) for (i) formation of the Association, and (ii) transfer of the Project Common Areas, Amenities and Facilities, and the respective Unit Common Areas. The

Allottee hereby authorizes the Owner/Promoter to take all necessary steps in this connection on his/her/their/its behalf, and further the Allottee agrees to comply with and/or adhere to all the applicable laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association.

- ii) Each apartment in the Project shall represent one (1) share, irrespective of the number of persons owning such apartment and irrespective of the size of Apartment. However, if the Allottee owns more than one Apartment in the Project then they shall have more than one share and so on. Further, in the event an apartment is owned by more than one person, then the allottees of such apartment may nominate the name of one amongst them for becoming a member of the Association. Further, if any allottee or group of allottees own more than one apartment, including both residential and/or commercial units, then such allottee shall be given one membership for each apartment in the Association. In the event that the Allottee is a minor, the local guardian of such minor shall become a member of the Association during the minority of the Allottee. A tenant or licensee of the Allottee shall not be entitled to become a member of the Association.

- iii) The Owner/Promoter shall hand over the Project Common Areas, Amenities and Facilities in the manner aforesaid upon formation of the Association. The Owner/Promoter shall hand over the Project Common Areas, Amenities and Facilities together with the relevant documents and plans pertaining thereto, to the Association within such time period and in such manner as prescribed under applicable laws (hereinafter referred to as the **"Handover Date"**). Save as provided herein, on and from the Handover Date, the Association shall, inter alia, become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations etc., as may from time to time have been procured / obtained / entered into by the Owner/Promoter and the Association shall be responsible for making necessary application and then to obtain all such licenses/permissions on their first renewal after

handover to the Association and maintain proper safety and maintenance of the Project and of upkeep of all fixtures, equipment and machinery provided by the Owner/Promoter, and the Owner/Promoter shall upon such hand over stand automatically discharged of any liability and/or responsibility in respect thereof and the Allottee and the Association shall keep the Owner/Promoter fully saved, harmless and indemnified in respect thereof.

- iv) So long as the maintenance of the Project Common Areas, Amenities and Facilities are not taken over by the association, the maintenance activities will be operated by the Owner/Promoter or through its nominees and the maintenance charges for the same shall be as may be decided by the Owner/Promoter or its maintenance agency for providing such maintenance. The Owner/Promoter shall also be entitled to a management fee calculated at 15% and applicable GST of the total maintenance charges.
- v) The Allottee agrees and undertakes to deposit a non-interest bearing security deposit (as specified in the Payment Plan) with the Owner/Promoter, which deposit shall be pooled into a Sinking Fund ("Sinking Fund"). The Allottee agrees and acknowledges that such Sinking Fund shall be handed over to the Association by the Owner/Promoter, without any interest.
- vi) The Allottee, on or before possession, is required to deposit an amount equivalent to 1 (One) year's estimated maintenance charges ("**1 Year Refundable Maintenance Deposit**") as would be so determined by the Promoter, which amount is payable as an interest free refundable deposit in addition to the Total Price of the said Apartment. The Allottee agrees and acknowledges that such refundable Maintenance Deposit shall be refunded back to the Allottee or handed over to the Association by the Owner/Promoter at the instance of the Allottee, without any interest after adjusting/deducting therefrom all amounts then remaining due and payable by the Allottee or the several other allottees of the Project on account of outstanding maintenance and common charges and expenses to the Owner/Promoter, together with interest thereon. Such amount(s), if any, thus transferred shall be held by the Association on behalf of and on account

of the Allottee and the other allottees of the Project. The Allottee hereby agrees and undertakes to bear all taxes that may be levied on the Owner/Promoter on account of making such adjustments and/or on account of the Owner/Promoter transferring/handing over the Maintenance Deposit to the respective Association. The Allottee undertakes to make good and pay to the Association all such amounts that may be deducted/adjusted as aforesaid by the Owner/Promoter as due and payable by the Allottee and/or to replenish any shortfalls caused on account of the Allottee within 15 (fifteen) days of a demand made by the Association with respect thereto. The Owner/Promoter shall not be held liable, in any manner whatsoever, for any shortfall in the Maintenance Deposit due to the above adjustments or otherwise after the handover of the Maintenance Deposit by the Owner/Promoter to the Association and the Allottee and the Association shall jointly and severally keep the Owner/Promoter indemnified for the same.

- vii) The Allottee acknowledges that it/he/she/they shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the building (**House Rules**) and/or the Project by the Owner/Promoter or the Association, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations which may be framed and/or be made applicable to all the apartment owners or other occupiers of the building and/or the Project.
- viii) The Allottee expressly agrees and acknowledges that it is obligatory on the part of the Allottee to regularly and punctually make payment of the proportionate share of the common charges and expenses and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the right of the co-buyers and/or co-occupiers in the Project for which the Owner/Promoter shall not be held liable.
- ix) Further, the Allottee agrees and undertakes to pay all necessary deposits/charges to the Owner/Promoter or the Association, as the case may

be, including the interest free security deposit(s) payable to the concerned statutory bodies/ authorities or other entities, each as may be determined by the Owner/Promoter or the Association, as the case may be, each within such timelines as may be prescribed by the Owner/Promoter or the Association, as the case may be.

- x) Without prejudice to the rights available under this Agreement, in the event that any amount payable to the Owner/Promoter or the Association is not paid within 2 (two) months from the date of the notice in this regard, the Owner/Promoter or the Association, as the case may be, shall also be entitled to take such further steps as it may reasonably determine for recovery of the said amounts.

12. **DEFECT LIABILITY:**

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

The Promoter shall not be liable to rectify any defect occurring under or due to the following circumstances and/or incidents:

- (i) If there are changes, modifications and/or alteration in plumbing lines, pipes and fittings and fixtures or change of wall or floor tiles done or caused to be done by the Allottee after taking possession of the said Apartment and/or during the fit-out period, the Promoter will not be liable or responsible for carrying out any waterproofing or repair of any cracks or any defect in plumbing pipes and fittings and fixtures

that have developed directly or indirectly due to such changes;

- (ii) If there are any changes, modifications or alteration in the electrical lines and wirings done or caused to be done by the Allottee after taking over possession of the said Apartment, the Promoter will not be liable for any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- (iii) If there are changes, modifications or alterations in doors, windows or other related items done or caused to be done by the Allottee, then the Promoter will not be liable or take any responsibility for repair or replacement of any door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- (iv) If the Allottee after taking possession of the said Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the said Apartment by making any changes in the said Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be the liability of the Promoter;
- (v) Cracks developing on joints of brick walls and RCC beams or columns or vertical Bands or horizontal Bands arising out of use of different materials which have different coefficient of expansion and contraction, any such cracks being of normal nature in high rise buildings, needs to be repaired by Allottee or Maintenance Company / Association from time to time, as the case may be, Provided However that any cracks which develop for reasons other than as mentioned above, the Promoter shall get it rectified at its own cost.
- (vi) If the materials and fittings and fixtures provided by the Promoter are not being maintained or used by the Allottee or his / her agents in the manner in which same is required to be maintained or used.

- (vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the said Apartment going out of order or malfunctioning due to voltage fluctuation or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.
- (viii) If the Project Architect(s) certifies that the defects complained of are not manufacturing defect or due to poor workmanship or poor quality.
- (ix) There being any deterioration in the quality or functioning of any electrical or mechanical systems, instruments, appliances and/or gadgets installed in the Project or the said Apartment due to normal wear and tear and/or any physical damage thereto.

Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving to the Promoter reasonable opportunity to inspect, assess and determine the nature of purported defect in the said Apartment, alters the state and condition of such defect, then the Promoter shall be relieved of its obligations contained in the para immediately preceding and the Allottee shall not be entitled to any cost or compensation in respect thereof.

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

The Allottee hereby agrees to purchase the Apartment on the specific understanding that his/her right to the use of common areas, amenities and facilities 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 performed 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 APARTMENT FOR REPAIRS:

The Owner/Promoter /maintenance agency/association of allottees shall have the right of unrestricted access of all common areas, amenities and facilities, garages/covered parking and 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 Apartment 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, as located within the Project, "MIRAYA", shall be earmarked for purposes such as parking spaces and services including but not limited to electrical room, DG set area, underground water tanks, Overhead Water Tanks, store room for building, common toilets, pump rooms, maintenance and service rooms, fire fighting pumps and equipment etc. and other permitted uses as per sanctioned plans and more fully written in the Schedule B. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 16.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her/its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the buildings, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable

repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

- 16.2 The Allottee further undertakes, assures and guarantees that he/she/it would not put-any sign-board, name-plate, neon light, neon-sign or board, publicity material or advertisement material or letter box etc. in the common areas or on the outside wall or on the face façade of the Building or the Project Common Areas, Amenities and Facilities or anywhere on the exterior of the Project save and except a decent nameplates outside the main gate/door of their Apartments subject to signage guideline provided by the Promoter/ Maintenance Company in order to keep the design and aesthetics of the common areas of the building intact and for the Commercial Segment as per the KMC and of such size as maybe permitted by the Promoter at the designated places only.

The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store or keep any offensive, obnoxious, hazardous or combustible goods or articles in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his said Unit;

- 16.3 The Allottee shall plan and distribute his/her/its electrical load in conformity with the electrical systems installed by the Owner/Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 16.4 **Cable/Broadband Connection:** The Owner/Promoter shall make provisions only for two service providers as selected by the Owner/Promoter for

providing the services of cable, broadband etc. The Allottee (as also other Apartment 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, excepting that the Allottee shall be entitled to avail the connection facilities of the designated two service providers to all the apartments. However, installation charges, usage charges and renewal thereof for availing and using such connections shall be paid directly by the Allottees to the service provider and in no event shall the Owner/Promoter be held liable for any disputes arising therefrom.

- 16.5 In addition to the aforesaid, the Allottee hereby agrees to observe and perform the stipulations, regulations and covenants (collectively Covenants), described in **Schedule E** below.

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

The Allottee is entering into this Agreement for the allotment of the said Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the projects in general and this Project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the said Apartment at his/her own cost. In addition to the aforesaid, the Allottee hereby agrees to observe and perform the stipulations, regulations and covenants (collectively Covenants), morefully described in **SCHEDULE E** hereunder written.

18. **ADDITIONAL CONSTRUCTIONS:**

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

19. **OWNER/PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

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

However, the Promoter shall be entitled to securitize the Total Price and other amounts, respectively, payable by the Allottee under this Agreement (or any part thereof), in the manner permissible under the Act/Rule, in favor of any persons including banks/financial institutions and shall also be entitled to sell and assign any person or institution the right to directly receive the Total Price and other amounts payable by the Allottee under this Agreement or any part thereof. The Allottee shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement, to such person or such institution as may be intimated by the promoter to the allottee.

20. **APARTMENT OWNERSHIP ACT:**

The Owner/Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment 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 by the Owner/Promoter does not create a binding obligation on the part of the Owner/Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules and annexures along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, pay all the registration fees, stamp duty and other

miscellaneous charges as agreed herein or otherwise and then appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Owner/Promoter. If the Allottee(s) fails to execute and deliver to the Owner/Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Owner/Promoter, then the Owner/Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, the application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith shall be returned to the Allottee without any interest or compensation whatsoever but after deduction of Rs.1,00,000/- (Rupees One Lakh) plus Applicable GST only as mentioned in the application form.

22. ENTIRE AGREEMENT:

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said apartment & building, 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 Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent allottees of the Apartment, in case of a transfer, as the said obligations will go along with the Apartment for all intents and purposes.

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

The Owner/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 including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Owner/Promoter in the case of one allottee shall not be construed to be a precedence and/or binding on the Owner/Promoter to exercise such discretion in the case of other allottees. Failure on the part of the parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. **SEVERABILITY:**

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

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

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

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 complete only upon its execution by the Owner/Promoter through its authorized signatory and/or Constituted Attorney only, at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Kolkata, and after the Agreement is duly executed by the Allottee and the Owner/Promoter or simultaneously with its execution, this Agreement shall be registered at the office of the concerned Registrar at Kolkata, as applicable. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. **NOTICES:**

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

[■] Name of Allottee

[■] (Allottee Address)

[■] (Email) :

Name of the Promoter: M/s. Shree Krishna Enterprise.

Address: Shree Krishna Chambers, Block-B, Unit-1E, 78, Bentinck Street, 5th Floor, Kolkata-700001.

Email: info@yadukagroup.com

It shall be the duty of the Allottee and the Owner/Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all

communications and letters posted at the above address shall be deemed to have been received by the Owner/Promoter or the Allottee, as the case may be.

31. **JOINT ALLOTTEES:**

That in case there are joint allottees all communications shall be sent by the Owner/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:**

33.1 Arbitration: All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitral proceedings shall be conducted in English language and any award/s shall be rendered in English. The venue of arbitration shall be Kolkata. In the event, such disputes are not amicably settled between the parties, the same shall be settled through the Authority appointed under the Act. The award of the arbitral tribunal shall be final and conclusive and binding upon the Parties hereto and the Parties shall be entitled (but not obliged) to enforce the award.

33.2 Jurisdiction: Courts having territorial jurisdiction and the Ordinary Original Civil Jurisdiction of the Calcutta High Court shall have the jurisdiction to entertain, try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitration as provided hereinabove.

34. SAVINGS: Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Apartment, plot or building, as the case may be prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules and regulations made thereunder. This Agreement shall continue to survive and have effect (even after the execution and registration of the Deed of Conveyance of the said Apartment by the Owner / Promoter in favour of the Allottee) for determining the rights, obligations and entitlements of the parties hereto.

35. DISCLAIMER:

All terms and conditions mentioned hereinafter are as per the contractual understanding between the parties and are not in derogation of and/or inconsistent with the terms and conditions hereinbefore contained and/or the provisions of the RERA, 2016, WBRERA Rules, 2021 and Regulations made thereunder.

36. RESTRICTIONS ON ALIENATION (NOMINATION BY ALLOTTEE WITH CONSENT)

36.1 Before taking actual physical possession of the said Apartment in terms of Clause 7 hereinabove and execution and registration of the Sale Deed to be executed in pursuance hereof, the Allottee shall not deal with, let out, encumber, transfer or alienate the said Apartment or his rights under this Agreement without the consent in writing of the Promoter first had been obtained PROVIDED THAT the allottee may transfer or

alienate the said Apartment or his rights under this agreement with the consent in writing of the Promoter (which consent the Promoter may refuse to grant without assigning any reason whatsoever) after expiry of a period of 18 (Eighteen) months from the date hereof (**'Lock-in Period'**) and that too only after the Allottee having made payment of the entirety of all amounts payable hereunder to the Promoter and/or the Owner, and not being in default in observance of his/her/its obligation under this Agreement. Provided further that the Allottee shall be liable for payment to the Promoter of a fee/charge calculated @ Rs.200/- (Rupees Two hundred only) per sq. ft. on Carpet Area + GST paid/ payable by the Allottee on or before execution of Nomination Agreement or such other fee/charge as may be decided and/or made applicable from time to time by the Promoter in its absolute discretion for such transfer or alienation (hereinafter **"Nomination Fee"**) And Subject Nevertheless To the following Terms and Conditions:

- 36.1.1 The Allottee shall be entitled to have transfer of the said Apartment in his/her/its own favour or in favour of his nominee Provided That the Allottee shall be required to pay Nomination Fee as above and similar fee shall be payable for all subsequent nominations AND in case so required by the Promoter or the nominee of the Allottee, the Allottee shall join and also cause all intervening nominees to join in the deeds of transfer as necessary parties. All such nominations shall be subject to prior approval by the Promoter who shall be entitled to refuse such approval without assigning any reason;
- 36.1.2 Any such nomination, assignment, transfer or alienation shall be subject to the terms, conditions, agreements and covenants contained herein and on the part of Allottee to be observed fulfilled and performed;
- 36.1.3 The Allottee shall have obtained prior permission of the Promoter in writing alongwith providing full particulars in a form of such

Nominee and the Allottee and the Nominee shall also be bound to enter into a Tripartite/Nomination Agreement with the Promoter;

36.1.4 Under no circumstances, the Allottee shall be entitled to let out the said Apartment before possession of the said Apartment is taken by the Allottee from the Promoter in terms of this Agreement and the Allottee having duly made payment of all amounts payable hereunder and having duly complied with all the Allottee's obligation hereunder;

36.1.5 All stamp duty and registration charges, legal fees and other charges and outgoings as may be occasioned due to aforesaid transfer/nomination/alienation shall be payable by the Allottee or its nominee or transferee.

36.2 It is clarified that inclusion of a new joint allottee or change of a joint allottee shall be treated as a nomination and shall come within the purview of such nomination/assignment/transfer and be subject to the above conditions. However, nomination fees shall not be payable in case of nomination in favour of parents, spouse, brother, sister or children of the Allottee.

36.3 Transfer of the said Apartment after the Promoter has executed/ caused to be executed the deed of conveyance of the said Apartment in favour of the Allottee shall not be governed by this clause.

Any such nomination shall be at the risk and costs of the Allottee and/or the nominee and all stamp duty and registration charges, legal fees and charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee or its nominee. Any tax, duty, imposition or levy including Income Tax or Goods and Services Tax arising due to any nomination by the Allottee shall be payable by the Allottee or its nominee but the Owner or the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Owner or the Promoter or to which the Owner or the Promoter

are likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Allottee in advance to the Owner and/or the Promoter and the Promoter may not give any consent to any such Nomination or transfer without receipt of such payment. Any additional income tax liability that may become payable by the Owner/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 Owner/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.

37. MODIFICATIONS TO THE SAID APARTMENT

37.1 In the event the Allottee desires to make any modifications, alterations, or changes to the interior of the said Apartment, including but not limited to fit-out works, such changes may be permitted only if absolutely necessary and subject to prior written approval from the Promoter. However, no structural or civil alterations, including changes to the layout, external walls, or other aspects that may affect the building's integrity or compliance with regulations, will be allowed under any circumstances. Any interior changes or modifications approved by the Promoter must also adhere to the prescribed norms and regulations of the KMC. All necessary works related to such alterations, including but not limited to revisions of plans, shall only commence after obtaining the written permission of the Promoter and receiving the required Completion Certificate.

Notwithstanding anything contained herein, the Allottee prior to taking possession of the said Apartment but after paying all dues to the Owner/Promoter in terms of the Payment Plan detailed in Schedule C, may be allowed access to the said Apartment for carrying out necessary fit-outs

and interior designing works therein ensure that all materials used for such works adhere to the standard and specifications as may be prescribed by the Promoter, and the Allottee hereby agrees to abide by the same ("Fit-Out Period"). The Allottee, its representatives, and agents shall obtain the keys to the said Apartment from the Promoter for each day of the Fit-Out Period and shall ensure that such keys are handed back to the Promoter's representative at the end of the day. The timings for carrying out the fit outs shall be from 10 a.m. to 6 p.m. every day. The possession of the said Apartment shall remain with the Owner/Promoter throughout the entirety of the Fit-Out Period. The Allottee agrees that the Allottee and/or its men, servant and agents shall comply with the rules and regulations as may be framed by the Promoter in respect of such fit out works and comply with all applicable laws, rules, and regulations of any relevant authority without affecting the superstructure of the said Apartment. The Allottee agrees that it shall be liable to make payments of the maintenance/Fit-out charges during this fit-out period. The Allottee agrees that in addition to making payments of the maintenance/Fit-out charges. The Allottee shall also pay garbage/refuse disposal charges from the said Unit @Rs.100/- (Rupees One Hundred only) per bag to the Owner/Promoter and/or the Facility Manager as may be appointed by the Owner/Promoter.

38. RESIDENTIAL ACTIVITY CENTRE

- 38.1** The Promoter proposes to set up an activity centre for use of the allottees on portions of the First floor ('YUVA') and ultimate roof ('AANGAN') in the Project (in short, "**RAC**"). The RAC will always be and shall form part of the Residential Common Areas, Amenities and Facilities of the Project and will be handed over to the Association in due course. It is specifically clarified that the allottees / owners / tenants / occupiers of the Commercial Segment of the Project shall not have any right of use or intervention in the RAC, this being specifically and particularly being intended for use by the allottees / owners / tenants / occupiers of the Residential Segment only.

- 38.2** During the interim maintenance period, the RAC shall be managed by the Promoter either by itself or through its nominee.
- 38.3** The Allottee shall be entitled to the facilities of the RAC within the Project along with the co-buyers and/or co-occupiers of the Residential Segment of the Project. The operational costs/charges of the RAC shall form part of the common charges and expenses.
- 38.4** The Allottee agrees, undertakes and covenants to abide by the detailed terms and conditions of rules and regulations governing use of the RAC facilities which will be formulated by the Promoter initially and by the Association (after its formation), as the case may be, in due course before the RAC is made operational.
- 38.5** The Allottee agrees and acknowledges that in the event that the Allottee desires to reserve the banquet hall and/or lounge area in the RAC exclusively for any private event, it shall be subject to the payment of the necessary charges for such use, as may be determined by the Promoter or the Association, as the case may be.
- 38.6** The Allottee agrees and acknowledges that the Owner/Promoter shall both have the right to use the RAC facilities at all times without and cost or charges.
- 38.7** The RAC facilities will be operational only after the majority of the allottees of the apartments have moved into the Project and also only after the RAC management and/or the Promoter getting suitable professional operator at a reasonable cost for operating such RAC facilities.
- 38.8** The Allottee understands and accepts that all the facilities of the RAC may not get ready/operational for use at the time the possession of the Apartment is handed over to the Allottee. However, if at that time some of the RAC facilities are made operational, then, and in that event, the

Allottee shall be entitled to use all those facilities which have been made operational.

39. EXTRAS AND DEPOSITS

39.1 OTHER CONSIDERATION AMOUNT/EXTRAS:

The Other Consideration Amount/Extra amounts (in addition to the Total Price), as payable by the Allottee to the Promoter and as referred to in clause 1.2 of this Agreement, shall be paid by the Allottee to the Promoter in the following manner:

- i. Extra Development Charge:** For the development of the RESIDENTIAL ACTIVITY CENTRE (RAC) as mentioned in clause 40 hereinabove, which includes, Community Hall, Indoor Games, Gymnasium, Roof Garden, Adda Zone, etc, the Allottee agrees to pay a sum as mentioned under **SCHEDULE C** on the Chargeable area of the Apartment, plus GST, as applicable from time to time for the said Apartment or on its transfer or construction in terms hereof partially or wholly, as the case may be and the same shall be paid by the Allottee within 7 days of the demand being made by the Promoter.
- ii. Diesel Generator Power Backup & Charges:**

Provision will be made for the installation of Diesel Generator ("DG") for power backup to run the basic common facilities in the Project.

In addition to that, DG back up facility will also be made available for every apartment. The Allottee shall be liable to pay a sum calculated @Rs.100/- per sq.ft. on chargeable area of the Apartment plus GST, as applicable from time to time. The maximum load that is provided to the Allottee for the said Apartment against aforesaid charge is 1 KVA, and the said amount shall be paid by the Allottee to the Promoter at the time of installation of DG and on demand being raised by the Promoter in this respect.

Any additional DG power load shall be allotted subject to availability and in multiples 0.5 KVA at the cost of Rs. 20000/- per KVA. DG Usage Charge will

be included in the bill for maintenance charges and shall not be billed separately.

iii. HT & LT connection charges: An amount as mentioned under **SCHEDULE C** to be paid per sq. ft. at the time when HT & LT connection is provided by the CESC Ltd at the said Premises, shall be proportionately charged on the Allottee based on the chargeable area of the said Apartment which shall be paid by the Allottee together with GST as applicable from time to time as proportionate cost of HT/LT charges for bringing electricity supply/ connection lines to the Project premises, which includes the proportionate share of all cost (i) for installation of Transformer, if required by C.E.S.C Ltd, (ii) for Cost of Cables, (iii) for cost of installation including earth cutting and trench making including pipes and all civil works, (iv) Cost of obtaining permission from DOE and other licenses, if required (v) Sub Meter Charges, if any as required to be installed at Project Land and also (vi) the proportionate security deposit payable to CESC Ltd. For such HT or LT line, costs and deposits of transformer, cabling, trench, etc. The Allottee agrees to pay this amount on or before the Possession Date.

iv. Statutory Stamp Duty, Statutory Registration fee and other Statutory fees: The Allottee is fully aware that stamp duty on this agreement is payable by them on ad-valorem basis on the market value of the said Apartment and the Allottee is bound to register this agreement, failure to do so will be construed as default on part of the Allottee. The applicable statutory stamp duty, statutory registration fee and all other statutory fees shall be borne by the Allottee in addition to the aforesaid fees for registering the Conveyance Deed for the said Apartment which is to be paid separately by the Allottee to the Promoter within 7 (seven) days of being called upon to do so.

The Allottee shall have the Conveyance Deed in respect of the said Unit registered within 60 (sixty) days of the Possession Date. In the event the Allottee fails to do so, the Promoter shall become entitled to claim damages @ Rs.500/- (Rupees five hundred only) per day for each day of the delay as Holding Charges. The Promoter shall have the Conveyance drafted and its registration shall also be arranged by the Promoter and the Allottee shall pay

for (a) all statutory fees and charges i.e. stamp duty, registration fee and other charges and (b) Advocate's fee as aforesaid and other out-of-pocket expenses for the same.

- v. **Legal Charges:** The sum as mentioned under **SCHEDULE C** to be paid on Unit Area (Carpet Area) Plus GST presently @18% or any other tax, as may be made applicable from time to time, if any shall be paid by the Allottee as costs for preparation of this Agreement for Sale and also the Deed of Conveyance of the said Apartment including all other documents in connection with or related to the sale of the said Apartment by the Promoter to the Allottee. This charge however is not inclusive of any out of pocket expenses and also the expenses to be incurred by the Allottee for registering this Agreement for Sale or the Deed of Conveyance in respect of the said Apartment, which shall be payable separately by the Allottee to the Owner within 7 (seven) days of being called upon to do so. The said charges are ultimately payable in favour of M/s. Fox & Mandal LLP, Advocates, Kolkata.
- vi. **Separation & Mutation Charges:** A Sum of money as mentioned under **SCHEDULE C** should be paid plus GST, presently @18% or any other tax, as may be made applicable from time to time, shall be paid by the Allottee as Separation and Mutation charges for getting the Unit mutated in the name of the Allottee. The said charges are payable by the Allottee in favour of M/s. Yaduka & Company, Kolkata on or before the execution of this Agreement.
- vii. **Registry facilitation Charges:** A sum money as mentioned under **SCHEDULE C** should be paid plus GST, presently @18% or any other tax, as may be made applicable from time to time, shall be paid by the Allottee as Registry facilitation charges for getting the Apartment/Unit registered with Registrar of Assurances, Kolkata in the name of the Allottee. The said charges are payable by the Allottee in favour of M/s. Dipak Yaduka & Company, Kolkata on or before the execution of this Agreement and Deed of Conveyance respectively.
- viii. **Individual Electric Meter Charges:** At the time of handover or possession of the said Unit or at the time of Application for New Meter, whichever is

earlier, the allottee may require to get installed a new Electric meter for the said Unit from Electric Department and for the same the allottee shall be required to pay a sum of money as mentioned under **SCHEDULE C** plus GST per Electric Meter for communicating with Electric Department and getting Security bill generated from Electrical Department. The amount of Security Bill shall be paid separately by the Allottee to Electric Department. The said charges are payable by the Allottee in favour of **M/s. Manish Yaduka** or to such other firm/person as per direction of the Promoter.

39.2 DEPOSITS (INTEREST FREE): In addition to the Total Price and Extras as referred to in Clause 1.2 of this Agreement, the Allottee shall also be liable to deposit the following amounts as Security Deposits with the Promoter prior to taking over possession of the said Apartment:

- i. **Corpus Fund for Maintenance:** An amount as mentioned **SCHEDULE C** of the chargeable area of the Apartment towards Corpus Fund shall be paid by the Allottee to the Promoter on or before the time of taking possession of the said Apartment. The Promoter shall hand over this fund to the Association upon its formation.
- ii. **Deposits for Association formation:** After obtaining Completion Certificate for the Project, the Owner/Promoter shall take initiative to form Association who shall be responsible to look after the maintenance of the Project. The Allottee agrees to deposit a sum as mentioned under **SCHEDULE C** Plus GST as applicable, being the Allottee's share of cost for forming the Association, payable on or before the Possession Date. This deposit will be utilized towards all expenses for forming the Association.
- iii. **Security Deposit for Municipal Rates & Taxes and other Misc Expenses:** An amount as mentioned under **SCHEDULE C** to be paid per Square Foot of the chargeable area of the said Apartment as security deposit for payment of any proportionate share of municipal rates & taxes including without limitation the property tax, water tax

and/or any other Government levies and other miscellaneous expenses payable by the Allottee for the said Apartment, if required to be paid by the Promoter and/or the Association on behalf of the Allottee, till such time the said Apartment is separately mutated in the name of the Allottee for payment of all such rates and taxes. After completion of mutation process in the records of the KMC, any amount remaining in the hands of the Promoter after adjustment of all payments and outgoings, shall be refunded by the Promoter to the Allottee. Similarly, in case of any deficit, the Promoter will be entitled to charge the Allottee to make up such deficit and the Allottee agrees to make up such deficit by making necessary payments to the Promoter and/or the Association immediately on demand. The said deposit shall be paid by the Allottee to the Promoter on or before the time of taking possession of the said Apartment.

- iv. **Maintenance Charges Deposit:** An interest free Refundable Security Deposit amount of as mentioned under **SCHEDULE C** on the Chargeable Area of the said Apartment shall be paid by the Allottee to the Promoter as maintenance charges deposit estimated for One Year, calculated @ Rs.6.00 (Rupees Six Only) per month plus estimated GST @18%. This amount shall be either refunded back to the Allottee or transferred to Maintenance Company after its formation as Security Deposit for Maintenance, either after completion of 12 months from the date of possession or on formation of Maintenance Company and handing over of the Maintenance of the Building to such maintenance company, whichever is earlier. Such amount shall be refunded back or transferred as above, after adjusting any default in payment of maintenance by the Allottee, if any, in accordance of the Maintenance Bill raised by the Promoter from time to time.
- v. **Proportionate Share of Security Deposit of Common Meter:** As against the deposits payable to CESC Limited for installation of Common Meter for the Project Common Areas or otherwise as

mentioned under **SCHEDULE C** per sq. ft. on Carpet Area of the said Apartment towards proportionate share towards common meter deposit shall be payable by the Allottee to the Promoter on or before taking Possession of the said Unit. Initially the Common Meter shall be installed in the name of the Promoter. Upon Formation of Maintenance Company, the said common meter shall be transferred in the name of the Maintenance Company. In case fresh deposit is required to be paid by the maintenance company to CESC Ltd for such name transfer, then the Promoter shall transfer exact amount of money to the Maintenance Company which is required to be paid to CESC Ltd as security deposit for such Common Meter. The aforesaid amount is an approximate estimate and as such in case this amount is more than the amount required to be paid to CESC Limited, the amount remaining after such transfer, shall be proportionately refunded back to the Allottee. In case the aforesaid amount falls short then the Promoter shall claim further proportionate amount from the Allottee to enable the Promoter to get the requisite capacity common meter installed in the Building.

- vi. **Security Deposit for Mechanical Car Parking:** If the Allottee have opted for a Covered Car Parking Space under Mechanical Car Parking System, then they shall be liable to make further payment of Lumpsum Amount as mentioned under **SCHEDULE C** to be paid only per Parking towards interest free Security Deposit. This amount shall be transferred as Mechanical Car Parking Deposit to Maintenance Company when formed. The income generated out of this deposit amount shall be used for maintenance of Mechanical Car Parking system. In case income generated out of this deposit is insufficient for maintenance of Mechanical Parking system then the Promoter or the Maintenance Company, when formed, can ask to make further deposit to enable the maintenance of the Mechanical

System and the Allottee shall be liable make further interest free deposit amount with the Promoter or Maintenance Company as the case may be. In any circumstances the Allottee shall not be entitled to engage any third party for the purpose of such Maintenance and regarding maintenance the decision of the Promoter or Maintenance Company shall be final and binding upon the Allottee.

- vii. **Charges for charging of Electric Vehicles (EV):** Provisions for charging of EV will be there from Common electric Meter for a Panel in Car Parking Area at the cost of the Promoter. In case Allottee wishes to have electrical line to charge their electric vehicle, in such case Allottee shall have to get a Sub-meter installed in the Electric Panel and get the line installed at the Car Parking place of the allottee at the cost of the allottee. Allottee shall be charged by the Maintenance – in-charge/Promoter on the basis of Units consumed by the Allottee on monthly basis based on meter reading at the rates per unit as fixed by the Maintenance In-charge/Promoter as mentioned under **SCHEDULE C**. In case of default in payment of the energy charges, Maintenance In-charge shall have powers and right to disconnect the power supply and adjust the default amount from Maintenance Deposit/Sinking Fund. Maintenance In-charge will not restore the power supply till payment of entire dues with interest and penalty.

39.3 OTHER DEPOSITS and OTHER CHARGES payable by Allottee: In addition to the Total Price and Extras and Deposits as mentioned herein above, the Allottee shall also deposit or pay of the following amounts as Deposits or Charges when such event is triggered:

- i. **Deposits for Two Wheeler Parking:** After Building completion there may be very few limited spaces within the premises which may be utilized for Parking of two wheelers. Such spaces if desired by the allottee shall be allotted to them on first come first serve basis and on the basis of payment of Rs.50,000/- (Rupees Fifty thousand only) save and except the common area which is present in the frontage of the commercial/Shop space on the ground floor

which shall specifically belong to the Shop owners and/or the Commercial Unit owners and that the Residential common Area on the Ground floor shall also specifically belong to the Residential Apartment Owners. Any amount collected in this manner shall be treated as interest free refundable Security Deposit and such deposit shall be transferred to Maintenance Company upon its formation and shall be refunded back to the Allottee upon the allottee releasing their interest to Park Two wheelers. Over and above this deposit the Allottee shall pay rent of Rs.1,000/- per month to the Maintenance Company on its formation. Such amount may be changed by Association from time to time and shall be binding on the Allottee.

- ii. **Interest on Delay Payment:** Allottee are required to follow the mutually agreed Payment Plan as mentioned in Annexure – A. Demand shall be raised by Promoter based on such Payment Plan. In case of default in Payment of consideration amount more than due date, Promoter shall charge Interest on Delay Payment @ Prime lending rate of State Bank of India + 2 % Plus GST, if applicable, from the date of demand letter till the date of Payment of such due amount.
- iii. **Cheque Dishonour Charges:** In the event any cheque issued by the Allottee towards payment of any amount towards the said Apartment is dishonoured by Bank on account of in-sufficient fund or any other reason, then such event will attract Cheque dishonour charges of Rs.1,000/- plus GST on first instance of such dishonour and attract Charges of Rs.2,000/- plus GST on every subsequent event and the Allottee shall be liable to pay such charges to the Promoter immediately on demand being made by the Promoter in this regard.

- iv. **TDS Payment Charges:** in the event any Allottee is unable to Pay TDS which is required to be paid by them, in that event M/s. Manish Yaduka can help in making such Payments. Allottee shall give authorisation to M/s. Manish Yaduka to make TDS Payment and transfer the TDS amount in the Bank Account of Manish Yaduka or issue cheque in this regard in the name of Manish Yaduka. Allottee shall pay amount of Rs.1,500/- plus GST in case of a single allottee or Charges of Rs.2,000/- plus GST in case of 2 Allottees and Rs.500/- Plus GST extra on every subsequent Allottee and the Allottee shall be liable to pay such charges to the M/s. Manish Yaduka immediately on demand being made by the them in this regard.
- v. **Nomination Charges:** In case, Allottee decides to transfer the said Unit to any person (other than their family members) prior to registration of the Deed of Conveyance of such Unit in his/her favour, then in such case the Allottee shall have to pay 2% of the total Price Plus GST towards nomination charges to get the transfer done. Separate Legal Charges shall be Payable over and above nomination charges for getting documentation work done.
- vi. **Extra Work / Alteration Charges:** Full costs charges and expenses, for making any additions or alterations and/or for providing at the request of the Allottee any additional facility and/or utility in or relating to the said Unit in excess of those specified and proportionate share of those costs charges and expenses for providing any additional or extra common facility or utility to the Allottees in the Building in addition to those mentioned herein, payable with GST before the work is commenced by the Promoter. Allottee should deposit the estimated amount in advance to get those changes done in the said Unit.

- vii. **Rule 26 Charges:** At the request & instance of the Allottee for changes, if any, which are civil in nature and which requires approval under Rule 25 or Rule 26 of the Building Rules and/or any other prevailing statute/rules as amended from time to time of the KMC, the Allottee shall pay to the Promoter the charges @Rs.200/- per sq. ft. on Carpet Area Plus GST towards Rule 26 Charges in addition to the aforesaid alteration Charges.
- viii. **Fit Out- Charges:** In case allottee opts for taking possession of the said Unit for the purpose of Making Furniture, In such case he can take the possession of the said Unit for Fit out purpose after making complete payments. However, they shall also be required to follow Fit Out process designed for the building and pay Fit-Out Charges @Rs.5/- per sq. ft. per month on Carpet Area for the time taken for fit-out of the said Unit.
- ix. **Wrong installation of Air Condition charges:** In case of and in the event any Allottee installs air conditioner/s at any place other than the places earmarked and/or specified for the same, then such Allottee shall be liable to pay to the Promoter penalty charges of a Lump sum amount of Rs.15,000/- (Rupees Fifteen thousand) only per Air conditioner wrongly installed and shall also forthwith remove the air conditioner/s.
- x. **Damage to structure like columns, beams, etc:** In case of and in any event any allottee makes any structural addition or alteration and/or causes damage to beams, columns, partition walls etc. in the said building and in case of default the defaulting Allottee shall be liable to pay to the Promoter penalty charges of a sum equivalent to Rs.50/- (Rupees Fifty) only per sq. ft., of the Carpet Area of the concerned Unit/s subject to minimum of Rs.15,000/- (Rupees Fifteen thousand) only per default.

- xi. **Proportionate Insurance Charges:** The consideration amount charged by the Promoter doesn't include Proportionate Insurance amount as may be required by RERA. In case Promoter is required to take such Insurance, Allottee shall pay proportionate Insurance as demanded by the Promoter.

40. FUTURE EXPLOITATION

- 40.1 Besides the additions and alterations permissible under the Act and/or Rules, the Allottee hereby records its consent and authorizes the Promoter to carry out modifications, additions and alterations within permissible and/or prevailing norms regarding the construction and the specifications of the Building, the common areas, the ground floor layout and/or the said Apartment as may be deemed necessary and/or as may be advised by the Architects and/or as may be required by any authority including the KMC. Prior to the booking of the said Apartment the Allottee had been informed and made aware that the ground floor layout including the common areas and its location may undergo changes and/or modifications and the Allottee has consented to and/or hereby records its consent to such modifications.
- 40.2 In the event, the Owner/Promoter is entitled to utilize any additional FAR (Floor Area Ratio), the Allottee agrees and understands that such additional FSI/FAR shall be achieved only by way of vertical extension over the existing building. The Allottee hereby accords its consent to the Owner/Promoter that the Owner/Promoter shall have full right, title, interest to use and utilize the additional FSI/FAR in respect of the Project Land which may be made available even after the Deed of Conveyance of the Apartment has been executed the Allottee(s) or any member of the Association shall not raise any objection of whatsoever nature for the same even though the proportionate share of land get reduced and even though the proportionate share in common area get reduced even though the Allottee may face temporary difficulty during

construction phase of such additional area. Allottee consents to give their full cooperation during such event.

41. GENERAL COVENANTS

The Allottee agrees:

- 41.1 That the Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the Building or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- 41.2 That the Allottee shall pay to the Promoter or the Association, as the case may be, within 15 (fifteen) days of demand by the Promoter of his/her/their share of security deposit demanded by the concerned local authority or government for giving supply of water, common electricity or any other service connection to the Building in which the Apartment is situated;
- 41.3 That if the Allottee lets out or sells the Apartment, the Allottee shall immediately notify the Promoter or the Association, as the case may be, of the tenant's/transferee's details, including address, email-id and telephone number. That the Allottee shall not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Apartment;
- 41.4 That the Allottee shall not use the Apartment for any illegal or immoral purpose or activities whatsoever, and to use the same only for its specified and intended purpose and/or use;
- 41.5 That the Allottee shall not keep in the parking space, if any, anything other than cars or use the said parking space for any purpose other than parking of cars or two wheelers or raise any kutchha or pacca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;

- 41.6 That the Allottee shall not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Building in any manner whatsoever;
- 41.7 That the Allottee shall not use the name/mark of the Promoter in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Apartment and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark of the Promoter;
- 41.8 That the Allottee shall remain fully responsible for any domestic help or drivers, maids employed by the Allottee and any pets kept by the Allottee;
- 41.9 That the Allottee shall not refuse or neglect to carry out any work directed to be executed in the building or in the Apartment after he/she/they had taken possession thereof, by a competent authority, or require or hold the Owner/Promoter liable for execution of such works;
- 41.10 That the Allottee shall not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the Building and the Project.
- 41.11 That the Allottee shall not store any furniture or cause any obstruction in the lobby area or any of the Common Areas, Amenities and Facilities of the Project. A penalty of Rs.500/- (Rupees Five hundred only) per day shall be imposed on the Allottee by the Promoter or Association as the case may be for any violation of this covenant till the violation continues.
- 41.12 That the Allottee shall not change the design of the lobby area, except as determined by the Promoter. Violation of this covenant shall expose the Allottee to be liable to pay compensation and damages to the Promoter as detailed in Schedule E written hereunder.

- 41.13 That the Allottee shall abide by the Green Building Norms and the House Rules as may be prescribed by the Promoter/ Association from time to time and as morefully detailed in Schedule F written hereunder.

42. OTHER PROVISIONS

- 42.1 The Allottee shall not in any manner cause any objection, obstruction, hindrances, interference or interruption at any time hereafter in the construction or completion of construction of the Project or other parts of the said premises (notwithstanding there being any temporary inconvenience in the use and enjoyment by the Allottee of the said Apartment) nor do anything whereby the construction or development of the said premises or the sale or transfer of the other Apartments in the said premises is in any way interrupted or hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained and if due to any act matter or deed of the Allottee, the Promoter and/or the Owner are restrained from construction at the said premises and/or transferring and disposing of the other units / saleable spaces and rights in the Project or the said premises, then and in that event without prejudice to such other rights the Promoter and/or the Owner may have, the Allottee shall be liable to compensate and also indemnify the Promoter and the Owner for all pre-determined losses damages, costs, claims, expenses, dues, charges, demands, actions and proceedings suffered or incurred by the Promoter and the Owner or any of them.
- 42.2 The rights of the Allottee in respect of the said Apartment, under this Agreement can be exercised only upon payment of all moneys towards consideration, deposits, extra charges, maintenance and other charges, contributions, and/or interest, if any.
- 42.3 In case of any amount (including maintenance charges) being due and payable by the Allottee to the Promoter and/or the Maintenance In-Charge, the Allottee shall not be entitled to let out, transfer or part with

possession of the said Apartment till the time the same are fully paid and No Dues Certificate is obtained from the Promoter and/or the Maintenance In-Charge, as applicable.

- 42.4 Save and except the said Apartment and the Parking Spaces, if any, allotted to the Allottee, the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or car parking spaces at the said premises and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter in its absolute discretion shall think fit and proper and the Allottee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter exclusively.
- 42.5 The Allottee further consents to the Permission of trenching to all the utility Providers including but not limited to electricity, telephone and cable TV service providers who have already laid or may lay in future any underground cables, pipes or the likes below the Common Areas or within any outer or inner walls of any apartment or any Common Areas. For laying these or for their repairs and maintenance, if any, if the Utility Providers need to dig up or break open any part or portion of the Common Areas or any wall, the Allottee shall not object and/or hinder such work in any manner whatsoever but on the contrary render all necessary assistance for such work. After the work of the concerned Utility Provider is completed, the dug-up / broken area shall be restored and brought back to its original by the Promoter if such work is being done before CC and by the Association or Maintenance Company if such work is being done after CC at the costs and expenses of the Promoter or Association as the case may be, which are deemed and included in the Common Expenses. The Allottee further agrees that it may also not be

possible to bring back the outer look of such dug up or broken portions to its original look and finish, which entirely depends of many factors like availability of same / similar materials, external factors, etc. and accordingly the Allottee agrees to not question such work by the Promoter or the Maintenance Company/Association, nor the quantum of the expenses incurred by it, but, if necessary, the Allottee agrees to share proportionate cost of any of such expenses so incurred by the Promoter or the Maintenance Company/Association.

- 42.6 Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and understood that the Promoter shall be exclusively entitled to and shall have the exclusive right to install its own glow sign / signage without any fee or charge and also to install and/or permit any person to install Towers, V-Sat, Dish or other Antennas or installations of any nature on the roofs for the time being of the Buildings / Blocks or any of them or any part thereof and claim revenue and also to install and/or permit any person to install any private generator or other equipment / installation at any portion of the said premises and/or the Buildings / Blocks and claim revenue and on such terms and conditions as the Promoter may in its sole discretion think fit and proper without any objection or hindrance from the Allottee, and the Allottee hereby consents to the same.
- 42.7 The properties and rights hereby agreed to be sold to the Allottee is and shall be treated as one lot and shall not be partitioned or sub-divided in part or parts in any manner save and except with the consent of the Promoter in writing. It is further agreed and clarified that any transfer of the said Apartment by the Allottee shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.
- 42.8 The Promoter will be at liberty to create mortgages and/or charges in respect of the said premises or any part thereof and the Allottee hereby consents to the same. At the time of execution of the deed of conveyance

/ transfer in terms hereof, the Promoter, as applicable, assures to have the said Apartment released from any such mortgage and/or charge with intent that the Allottee (subject to him making payment of all the amounts payable hereunder or otherwise and complying with all his obligations contained in this Agreement) will be acquiring title to the said Apartment free of all such mortgages and charges created by the Promoter.

- 42.9 The Allottee shall be and remain responsible for and indemnify the Owner and the Promoter and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the said premises or any other part of the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Owner and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Owner and the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.

FUTURE CONTINGENCY AND COVENANT OF ALLOTTEE:

The Allottee agrees that these terms and conditions for sale and transfer of the said Apartment as contained herein, are made in view of the extant laws, rules and regulations governing such sale and transfer and are subject to changes / variations as the Owner/Promoter may deem appropriate or as may be directed by appropriate authorities or as may be made by the Owner/Promoter in view of applicable laws, rules and regulations. The Allottee agrees to render all cooperation to the Owner/Promoter in this regard as and when called upon by the Owner/Promoter without any claim demand demur or protest.

SCHEDULE - A

PART I

(PROJECT LAND)

ALL THAT piece and parcel of land containing an area of **10 Cottahs 3 Chittacks and 23 Square Feet**, more or less, situated and lying at and being premises No. 236/1 (previously, 236 or 236A), Satin Sen Sarani (previously, Maniktala Main Road), Kolkata – 700 054, [**Zone: Canal East Road (Ward-14) – Rail Bridge (Ward-14)**] P.S. Narkeldanga, P.O. Kankurgachi, having Assessee No. 110291201751, under Ward No. 029 of the Kolkata Municipal Corporation, and butted and bounded in the manner as follows i.e., to say:-

ON THE NORTH	:	By 4 Ft Wide Common Passage ;
ON THE SOUTH	:	By Premises No.1, Narkeldanga North Road;
ON THE EAST	:	By 25 Ft Wide Narkeldanga North Road; and
ON THE WEST	:	Partly by Structure and Partly by 10 Ft Wide common passage.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

PART II**(DEVOLUTION OF TITLE)**

- A. **Purchase of 236, Satin Sen Sarani:** That one Girish Chandra Das, in the Year 1952, purchased various lands with structures totaling area of **10 Cottah 3 Chittak and 23 Sq Ft** more or less, being the Land, by virtue of four separate Indentures, i.e., by Deed No.530 for the year 1952 land area about 5.5 Cottahs, by Deed No. 531 for the year 1952 land area about 1 Cottah and 6 Chittak, by Deed No.652 for the year 1952 land area about 1 Cottah 11.5 Chittak, and by Deed No.653 for the Year 1952 land area about 1 Cottah and 10 Chittak, therefore total Land area owned and/or possessed by the said Girish Chandra Das was **10 Cottah 3 Chittak and 23 Sq Ft** more or less.
- B. **Said Land part of a larger plot:** That the Land was divided, demarcated and carved out of a larger plot of land measuring about 38 Cottahs 4 Chittacks and 30 Sq. Ft., more or less, being premises No. 236, Satin Sen Sarani (previously known as Maniktala Main Road), Kolkata – 700 054.

- C. **Death of Girish Chandra Das:** That the said Girish Chandra Das, who was, during his life and at the time of his death, a Hindu governed by the *Dayabhaga* School of Hindu Law, died intestate on 8th December, 1983 leaving behind him surviving the following persons as his only legal heirs, who all upon his death inherited and became entitled to the Said Land, each becoming owner of undivided 1/5th share or part in the Said Land, in the following manner:

Sl. No.	Name	Relationship	Undivided Share	Undivided Share (in Land area)	Undivided Share (in structure)
1.	Ganga Dasi Das	Wife	1/5 th	2 Cottahs 32 Sq. Ft.	2417 Sq. Ft.
2.	Renu Dey, <i>alias</i> , Ranu Dey	Daughter	1/5 th	2 Cottahs 32 Sq. Ft.	2417 Sq. Ft.
3.	Mina Saha	Daughter	1/5 th	2 Cottahs 32 Sq. Ft.	2417 Sq. Ft.
4.	Moni Sil <i>alias</i> Moni Shil <i>Alias</i> Manu Shil	Daughter	1/5 th	2 Cottahs 32 Sq. Ft.	2417 Sq. Ft.
5.	Gouri Sankar Das	Son	1/5 th	2 Cottahs 32 Sq. Ft.	2417 Sq. Ft.
Total			100%	10 Cottahs 3 Chittak 23 Sq. Ft.	12085 Sq. Ft.

- D. **Death of Ganga Dasi Das:** That the said Ganga Dasi Das, who was, during her life and at the time of her death, a Hindu governed by the *Dayabhaga* School of Hindu Law, died intestate on 9th November, 2000 leaving behind her surviving the following persons as her only legal heirs, who all upon her

death inherited and became entitled to her undivided 1/5th share in the Said Land, thus, each becoming owner of undivided 1/4th share or part in the Said Land, in the following manner:

Sl. No.	Name	Relationship	Undivided Share	Undivided Share (in Land area)	Undivided Share (in structure)
1.	Renu Dey, <i>alias</i> , Ranu Dey	Daughter	1/4 th	2 Cottahs 8 Chittacks 40 Sq. Ft.	3021 Sq. Ft.
2.	Mina Saha	Daughter	1/4 th	2 Cottahs 8 Chittacks 40 Sq. Ft.	3021 Sq. Ft.
3.	Moni Sil Alias Moni Shil Alias Manu Shil	Daughter	1/4 th	2 Cottahs 8 Chittacks 40 Sq. Ft.	3021 Sq. Ft.
4.	Gouri Sankar Das	Son	1/4 th	2 Cottahs 8 Chittacks 40 Sq. Ft.	3022 Sq. Ft.
Total			100%	10 Cottahs 3 Chittak 23 Sq. Ft.	12085 Sq. Ft.

- E. **Death of Manu Shil:** That the said Manu Shil (wife of Manindra Chandra Shil who died intestate on 12th December, 1989) daughter of said Girish Chandra Das and Ganga Dasi Das, a Hindu governed by the *Dayabhaga* School of Hindu Law, died intestate on 28th August, 2016 leaving behind her surviving daughter as her only legal heir:

Sl. No.	Name	Relationship
1.	Mahua Saha	Daughter

- F. **Death of Mina Saha:** That the said Mina Saha (wife of Mahabir Saha who died intestate on 26th January, 2002) daughter of said Girish Chandra Das and Ganga Dasi Das, a Hindu governed by the *Dayabhaga* School of Hindu Law, died intestate on 21st June, 2020 leaving behind her surviving the following persons as her only legal heirs:

Sl. No.	Name	Relationship
1.	Dilip Kumar Saha	Son
2.	Protima Saha	Daughter

- G. **Development Agreement between the Owner and the Promoter in respect of the Land:**

- i. By a Development Agreement dated 12th December, 2022 made between the Owner herein and the Promoter herein and registered with the Additional Registrar of Assurances – IV, Kolkata, in Book No. I, Volume No. 1904-2022, Pages 1164186 to 1164256, Being No. 190420155 for the year 2022, the said Owner appointed the said Promoter as the sole developer of the said Project Land to develop the same by demolishing the existing building/structure thereon and constructing a Project (defined below) thereat on area sharing basis (parties mutually agreed to change from revenue sharing basis to area sharing basis) on the terms and conditions mentioned in the aforementioned Development Agreement and agreed that the Developer will have exclusive right, power and authority to develop the Project, hand over the built-up spaces, the car parking spaces and the other areas or spaces comprising the Owner's Allocation to the Owner, and sell and transfer the built-up spaces, the car parking spaces and the other areas or spaces comprising the Developer's Allocation to the intending buyers and to realize and recover the sale proceeds thereof to its own account in accordance with the terms and conditions of this Agreement.

- ii. Thereafter, the Owner by a Power of Attorney dated 21st December, 2022 and registered with the Additional Registrar of Assurances-IV, Kolkata, in Book No. I, Volume No. 1904 - 2022, Pages 1179049 to 1179071, Being No. 190420499 for the year 2022 appointed the said Promoter herein as a Constituted Attorney for the purpose of development on the Land.
 - iii. Thereafter, the Owner executed a Specific Power of Attorney dated 21st December, 2022 in favour of Mr. Dipak Yaduka and Mr. Avinash Kumar Yaduka solely for the purpose of obtaining sanction of building plans in respect of the said Project Land and to do and carry out all works related thereto, including construction of the new building thereon, and such Power of Attorney was registered with the Additional Registrar of Assurances-IV, Kolkata, in Book No. I, Volume No. 1904 - 2022, Pages 1186766 to 1186782, Being No. 190420649 for the year 2022.
- H. While entering into the aforementioned Development Agreement, the understanding between the legal heirs was that the Owner herein shall cause his sister, i.e., Renu Dey (alias Ranu Dey) and the legal heirs of the other two deceased sisters being Mina Saha and Manu Shil, to enter into a similar Development Agreement with the Developer but on a later date when all shall be available to execute the same. However, thereafter, the Owner has himself acquired such undivided share, right, title and interest of all his sisters in the said Land by various Deeds of Gift, as mentioned below, and has since become the sole and absolute owner of the said Land:-
- i. **Gift by Renu Dey, alias Ranu Dey:** By a Deed of Gift dated 27th January, 2023 made between Renu Dey, alias, Ranu Dey, therein referred to as the Donor of the One Part, and Gouri Sankar Das, being the Owner herein, therein referred to as the Donee of the Other Part, and registered with the ARA-IV, Kolkata, in Book No. I, Volume No. 1904-2023, Pages 117435 to 117460, being No. 190401779 for the year 2023, the Donor therein, out of her natural love and affection, gifted, conveyed and transferred, unto and to the Donee therein, **ALL THAT** undivided 1/4th share or part in the said **Land**, as

described in the **Schedule-A** above, equivalent to land measuring **2 Cottahs 8 Chittak 40 Sq Ft.**, more or less, **together with more than 60 years old Residential** structures having **Cemented Floors** measuring **3021 Sq. Ft.**, more or less, Together With all the liberties, privileges easements and advantages appurtenant thereto And all the estate, right, title, interest use, inheritance, possession, benefit, claims and demand whatsoever of the Donor therein in the said Land, absolutely and forever.

- ii. **Gift by Legal Heirs of Manu Shil:** By a Deed of Gift dated 6th May, 2023 made between Mahua Saha, therein referred to as the Donor of the One Part, and Gouri Sankar Das, being the Owner herein, therein referred to as the Donee of the Other Part, and registered with the ARA-IV, Kolkata, in Book No. I, Volume No. 1904-2023, Pages 353605 to 353631, being No. 190407167 for the year 2023, the Donor therein, out of her natural love and affection, gifted, conveyed and transferred, unto and to the Donee therein, **ALL THAT** undivided 1/4th share or part in the said **Land**, as described in the **Schedule-A** above, equivalent to land measuring **2 Cottahs 8 Chittak 40 Sq Ft.**, more or less, **together with more than 60 years old Residential** structures having **Cemented Floors** measuring **3021 Sq. Ft.**, [Ground Floor 1000 Sq. ft. and First Floor 2021 Sq. Ft.], more or less, duly occupied by tenants Together With all the liberties, privileges easements and advantages appurtenant thereto And all the estate, right, title, interest use, inheritance, possession, benefit, claims and demand whatsoever of the Donor therein in the said Land, absolutely and forever.
- iii. **Gift by Legal Heirs of Mina Saha:** By a Deed of Gift dated 23rd May, 2023 made between Dilip Kumar Saha and Protima Saha, therein referred to as the Donors of the One Part, and Gouri Sankar Das, being the Owner herein, therein referred to as the Donee of the Other Part, and registered with the ARA-IV, Kolkata, in Book No. I, Volume No. 1904-2023, Pages 367524 to 367552, being No. 190407396 for the year 2023, the Donor therein, out of their natural love and affection, gifted, conveyed and transferred, unto and to the Donee therein, **ALL THAT** undivided 1/4th share or part in the said **Land**, as described in the **Schedule-A** above, equivalent to land measuring **2 Cottahs 8**

Chittak 40 Sq Ft., more or less, together with more than 60 years old Residential structures having Cemented Floors measuring 3021 Sq. Ft., [Ground Floor 1000 Sq. ft. and First Floor 2021 Sq. Ft.], more or less, duly occupied by tenants Together With all the liberties, privileges easements and advantages appurtenant thereto And all the estate, right, title, interest use, inheritance, possession, benefit, claims and demand whatsoever of the Donor therein in the said Land, absolutely and forever.

I. **Gouri Sankar Das sole owner of the Land:** By virtue of inheritance and by way of various gifts as above, Gouri Shankar Das, became entitled to the Land as the sole and absolute owner thereof free from all encumbrances and/or alienation whatsoever.

J. **Renegotiation leading to Amended and Restated Development Agreement between the Owner and the Promoter:-**

- i. The Parties herein have, since, renegotiated the area sharing ratio mentioned in the aforementioned Development Agreement dated 12th December, 2022, and agreed to record the revised understanding arrived at between the Owner and the Developer in the manner, as hereinafter contained and entered into an Amended and Restated Development Agreement registered dated 30th November, 2023 made between the Owner herein and the Promoter herein and registered with the Additional Registrar of Assurances – IV, Kolkata, in Book No. I, Volume No. 1904-2023, Pages 985964 to 986041, Being No. 190417700 for the year 2023, (hereinafter referred to as the “Development Agreement”) as mentioned in definition (xvii) under **Annexure A** and henceforth agreed and considered that it shall be the final Development Agreement between the Parties with regard to development of the said **Project Land**.
- ii. Pursuant to this the Owner executed another Registered Power of Attorney dated 24th January, 2024 in favour of the said Promoter for the purpose of development on the Land and registered the same with the Additional Registrar of Assurances-IV, Kolkata, vide Book No. I, Volume No. 1904 – 2024, Pages 89038 to 89060, Being No. 190401076 for the year 2024 (hereinafter referred to as the “Power of Attorney”) hereinafter

appointing the said Promoter herein as a Constituted Attorney in terms with the Amended and Restated Development Agreement wherein the renegotiated terms and conditions were agreed between the Promoter and the Owner.

- iii. Thereafter, the Owner executed a Registered Specific Power of Attorney dated 24th January, 2024 in favour of the Mr. Dipak Yaduka and Mr. Avinash Kumar Yaduka solely for the purpose of obtaining sanction of the said Project Land and all works related to it and registered the same with the Additional Registrar of Assurances-IV, Kolkata, vide Book No. I, Volume No. 1904 - 2024, Pages 90158 to 90175, Being No. 190401080 for the year 2024 in terms with the Amended and Restated Development Agreement wherein the renegotiated terms and conditions were agreed between the Promoter and the Owner.
- iv. Thereafter, due to certain incongruous clauses present in the Power of Attorney dated 24th January, 2024 hereby causing difficulties in the process of obtaining Sanction Plan from the Kolkata Municipal Corporation for the said Project. A new power of attorney was required to be executed and registered between the said Owner and the said Promoter.
- v. Thereafter, the Owner revoked the said Power of Attorney dated 24th January, 2024 executed in favour of the said Promoter by executing and registering a Revocation of Power of Attorney dated 19th July, 2025 registered with the Additional Registrar of Assurances-IV, Kolkata, vide Book No. I, Volume No. 1904 - 2024, Pages 6789 to 6810, Being No. 190400257 for the year 2025.
- vi. Pursuant to this, the Owner herein Executed and Registered a Power of Attorney dated 19th July, 2025 in favour of the said Promoter for the purpose of development on the Land and registered with the Additional Registrar of Assurances-IV, Kolkata, vide Book No. I, Volume No. 1904 - 2024, Pages 6811 to 6832 , Being No. 190400258 for the year 2025 **(hereinafter referred to as the "Power of Attorney")** hereinafter

appointing the said Promoter herein as a Constituted Attorney in terms with the said Amended and Restated Development Agreement wherein the renegotiated terms and conditions were agreed between the Promoter and the Owner.

SCHEDULE - B

Part I

(Description of the Said Apartment)

ALL THAT the residential / commercial Apartment No.[■] having carpet area of [■] square feet, built up area of [■] square feet and super built up area of [■] square feet, Type -`____' BHK- _____, on the [■] floor along with Parking Space No. [•] ("**Parking Space**") in the [•], to be developed in accordance with the Specifications as mentioned in **Part - II** of the **Schedule B**, hereto **together with** the undivided, indivisible Proportionate Share in the land and in the Residential / Commercial/ Limited Common areas, Amenities and Facilities of the Project, morefully mentioned **Schedule D** hereto as permissible under applicable law (hereinafter collectively referred to as the "**said Apartment**") **TOGETHER WITH** the perpetual irrevocable right to use and enjoy the Project Common Areas, Amenities and Facilities in common with the other allottees of the Project as and when they are constructed or made ready and fit for use (**Project Common Areas, Amenities and Facilities**) morefully mentioned in **Part II** of **Schedule D** hereto,

The layout of the said Apartment and the Car Parking Space is delineated in Red colour on the Plan annexed hereto and collectively marked as **Annexure "D"**.

PART II

(SPECIFICATIONS OF THE APARTMENT)

Specifications of the Proposed building "Miraya"	
1. Structure	- RCC pile & foundation - RCC frame structure with design considering seismic Zone III
2. Walls	Good quality brick as finalized by Project Architect.
3. Windows	Sliding Window with safety Grill as per Architect's design.
4. Doors	Main Door: Laminated Flush Door matching with lobby design with quality lock fitting.

5. Flooring	• Good Quality Vitrified tiles.
6. Toilets	• Floor Tiles: Ceramic / Vitrified Tiles • Wall Tiles: Ceramic/ Vitrified Tiles Up to lintel / Door height • Fittings & Fixtures: Low flow CP Fixtures & Sanitary fittings of Reputed Brand.
7. Electrical	• Concealed wiring using flame retardant wires with Modular fittings of reputed brand.
8. Lobby at all floors	• Well decorated lobbies using Vitrified Tiles with emulsion paint finish as designed by Project Interior/ Architect.
9. Stair Case and stair case walls	• Well decorated Marble / Tiles with emulsion paint finish wall and decorative railing as designed by Project Interior / Architect.
10. Water Supply	• Primarily KMC water supply and existing Borewell water supply as a back-up for any water shortage.
11. Lift / Elevator	• 1 High speed Branded Elevator serving all floors upto Rooftop.
12. Elevation	• Weather Coat Paint and use of other materials as per the elevation design finalized by the Project architect.
13. Fire, Safety & Security :-	• 24 hours manned security at Gate. • CCTV Surveillance in Common Areas. • State of Art Firefighting system as recommended by Fire Department
14. Facilities & Amenities:-	• Community hall with Pantry • Indoor game • Gymnasium • Adda Zone • Pickleball • 2KW Solar energy for common area • DG Backup • Roof top Amenities

(Specification of the Mechanical Parking System)

Independent Mechanical Parking System: It is a system where Cars can be parked inside the Mechanical System independently without depending on any other Cars for its ingress and egress. It's a three level independent mechanical Car parking system wherein at the space of 2 Cars - 5 Cars can be parked. In such parking system the three levels are Pit/Underground/Lower Level, Ground Level and Upper Level. Ground level is the middle level wherein one space (usually left most) is always empty for arranging the cars which makes it independent. Here, the system is proposed to be installed with following specification.

- Max height between Pallets: 2000 mm (Max Car height allowed will be 1800mm).

- Max width of the Platform: 2200 mm to 2300 mm.
- Installation length of the Platform : Pit clear length 5500 mm and wherein Max car length upto 4900mm can be parked.
- Load carrying capacity of the platform is max. 2000 kg.

Dependent Mechanical Parking System: It is a system where Cars can be parked inside the Mechanical System and is dependent on other Cars for its ingress and egress. It's a Two level Mechanical Car parking system wherein at the space of 1 Car – 2 Cars can be parked. In such parking system the Two levels are Ground and upper Level. It's also a Three Level Mechanical Car parking system wherein at the space of 1 Car – 3 Cars can be parked. In such parking system the three levels are Pit/Underground/Lower Level, Ground Level and upper one level. Ground level is the middle level. Here, the system is proposed to be installed with following specification.

- Max height between Pallets: 2000 mm (Max Car height allowed will be 1800mm).
- Max width of the Platform: 2200 mm to 2300 mm.
- Installation length of the Platform : Max car length upto 4900mm can be parked.
- Load carrying capacity of the platform is max. 2000 kg.

SCHEDULE - C

PAYMENT PLAN

The aforesaid Total Price of Rs._____ (Rupees _____) only as mentioned in Clause 1.2 above shall be paid by the Allottee in the following manner:

Particulars	Percentage	Amount	GST Amount	Total Amount payable
On Booking / Allotment	10%			
After execution of Agreement	10%			
On Completion of Piling	10%			
On Completion of Plinth Area / Foundation	10%			
On Completion of 1st floor casting	10%			

On Completion of 3rd floor casting	10%			
On Completion of 5th floor casting	10%			
On Completion of Rooftop casting	10%			
On Completion of Internal Partition wall	10%			
On Fit outs/On Possession whichever earlier	10%			
Total	100%			

EXTRAS PAYABLE BY ALLOTTEE				
Particulars	Rate / Amount (Rs.)	Amount (Rs.)	GST @ 18%	Total Amount (Rs.)
Extra Development Charges: Payable on Possession				
Legal Charges:				
a) Payable on execution of Agreement				
b) Payable on Execution of Conveyance Deed				
Registry Facilitation Charges				
a) Payable on execution of Agreement				
b) Payable on Execution of Conveyance Deed				
HT-LT Meter Charges				
EV Charges				
CESC Meter Facilitation Charges				
Mutation and Separation Charges				
Association Formation Charges				
Holding Charges				

DEPOSITS PAYABLE	
Particulars	Rate / Amount (Rs.)
Refundable Property Tax deposit	Rs. 60/- per sq. ft. on Carpet Area
Corpus Fund for Maintenance	Rs. 125/- per sq.ft.
12 Months Maintenance Charge Deposit (Refundable)	Rs. 125/- per sq.ft.
Sinking Fund	Rs. 11,00,000/-
Rule 26 charges	Rs. 100/- per sq.ft.
Mechanical Car Parking Deposit (Independent/Dependent)	Rs. 1,50,000/-
Holding	

SCHEDULE - D

PART I

(RESIDENTIAL COMMON AREAS, AMENITIES & FACILITIES)

1. Gymnasium.
2. Indoor Games Room.
3. Banquet Hall.
4. Pickle Ball at Rooftop.
5. Rooftop Gardening.
6. Community hall with Pantry
7. Indoor game
8. Adda Zone
9. Roof top Amenities

PART II

(COMMERCIAL COMMON AREAS, AMENITIES & FACILITIES)

(Client to provide)

1. Separate lobby for commercial.
2. Dedicated Stairs Upto 1st Floor
3. Dedicated Toilet At Ground Floor
4. Dedicated Commercial Drop-Off Zone

PART III**(PROJECT COMMON AREAS, AMENITIES & FACILITIES)****(Client to provide)**

1. Security & Gate Ghoomty
2. Sewage Treatment Plant
3. Under Ground Reservoir
4. Pump Room
5. Meter Space
6. Transformer
7. DG back up
8. Fire Security System
9. Car parking - MLCP
10. BMS Room
11. 2KW Solar energy for common area

SCHEDULE - E
(COVENANTS)

The Covenants mentioned herein represent the mutual agreements and obligations consented by the allottee which serve as binding terms that govern the rights, responsibilities, and conduct of the allottee throughout the duration of the agreement. The allottee acknowledges and agrees to adhere to the following provisions that they shall:-

- i. not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
- ii. not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- iii. to observe, fulfil, and perform the rules, regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said premises and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Maintenance Company, as the case may be.
- iv. not hold the Promoter liable in any manner for any accident or damage during the course of enjoyment of the Common Areas and Installations by the Allottee or his family members or any other person;
- v. not let out transfer or part with the possession of the parking spaces agreed to be allotted and/or granted to them independent of the Units agreed to be sold to them nor vice versa, with the only exception being that they shall be entitled to let out transfer or part with possession of their parking spaces independent of their Units to any other owner of Units in the Building and none else;
- vi. observe such other covenants as be deemed reasonable by the Promoter and/or the Maintenance Company from time to time for the common purposes.
- vii. not use the ultimate roof of the Building or the Apartment/Unit or the Parking space allotted or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees/Owner/Promoter;
- viii. not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof, staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations

nor into lavatories, cisterns, water or soil pipes serving the Building nor allow or permit any other person to do so;

- ix. use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities as per instructions provided under these agreement;
- x. keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the said premises free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things therein or thereat or in any other common areas of the said premises;
- xi. not claim any right whatsoever or howsoever over any Apartment or portion in the said premises save their units;
- xii. Not carry on or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral deed or activity in or through the said Apartment, the parking space, if any, the said Building, the common areas, including but not limited to acts of vandalism, putting up posters and graffiti.
- xiii. not cook or prepare or consume any food in roof area or any other common areas;
- xiv. not use the Apartment/ Unit and open or run or permit to be opened or run any meat shop or any kind of repair shops, such other shops which destroys the aesthetic view of the Building.
- xv. not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Apartment or any part of the said premises or may cause any increase in the premia payable in respect thereof;
- xvi. not use the Apartment/Unit for its own residential purpose only. Under no circumstances shall the Allottee use or allow the Apartment to be used for commercial, industrial or other non-residential purposes. The Allottee shall also not use or allow the Apartment to be used as a religious establishment, hotel, guesthouse, service apartment, mess, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- xvii. not restrict the Promoter at all times hereinafter to put up and display its brand name and logo of **"YADUKA GROUP"** on the ultimate roof of the said building and/or at the main entrance of the building and/or some other conspicuous place in the common area and the Allottee shall not under any circumstances obstruct to such display or

object the free movement of the same being executed by the Promoter or its men and agents within the Project premises for accessing such glowing signages and/or display boards and electricity required for such glowing signages and/or display boards shall be drawn exclusively through a separate electricity meter to be installed by the Promoter at its own cost and the Promoter shall in all circumstances and without exception be solely responsible and liable for payment of all electricity charges, dues, levies, and related expenses arising therefrom and the same shall not form part of the common area electricity consumption or to be charged to the Allottees in any manner whatsoever.

- xviii. Pay for electricity and other utilities consumed in or relating to the said Apartment from the date of possession wholly and for the said Apartment/Unit and proportionately for the common areas, facilities and amenities.
- xix. be obliged to draw electricity lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Owner/Promoter or to other apartment owners. The main electricity meter shall be installed only at the space designated for common meters. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables, dish antennae or pipes from, to or through any part or portion of and outside walls of the building in which the Apartment is located save in the manner indicated by the Owner/Promoter / Association (upon formation).
- xx. the domestic help/service providers visiting the said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.
- xxi. Not sub-divide the said Apartment and the Common Areas without the prior written confirmation of the Promoter / Association of the Allottees (upon its formation).
- xxii. Not to use the said Apartment or the Common Areas or the parking space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.

- xxiii. Not to store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas save and except with the written permission of the Owner/Promoter/ Association (upon formation).
- xxiv. Not to obstruct the Promoter / Association (upon formation) in their acts relating to the common areas, amenities and facilities and also not obstruct the Promoter in constructing on other portions of the Building, and selling or granting rights to any person on any part of the said Building.
- xxv. Not to obstruct the pathways and passages of the common areas or use the same for any purpose other than for ingress to and egress from the said Apartment.
- xxvi. Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common areas save at the places indicated for waste disposal. The Allottee shall also comply with the garbage management system implemented by the Promoter and/or the Association, including segregation and disposal of waste in accordance with applicable laws and regulations.
- xxvii. 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.
- xxviii. Not to install or keep or run any generator in the said Apartment.
- xxix. Not to misuse or permit to be misused the water supply to the said Apartment.
- xxx. Not to damage the Unit Common Areas and the Project Common Areas, Amenities and Facilities in any manner and if such damage is caused by the Allottee or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same.
- xxxi. Not to hang or cause to be hung clothes from the balconies or at the gates or windows or any other external portions of the said Apartment.
- xxxii. Not to smoke in public areas of the Building 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.
- xxxiii. Not to pluck flowers or stems from the gardens.

- xxxiv. Not to trespass or allow trespass over lawns and green plants within the common areas.
- xxxv. Not to overload lifts and move goods only through the staircase of the Building.
- xxxvi. Not to use the lifts in case of fire.
- xxxvii. Not to cover any open spaces including the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment.
- xxxviii. 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.
- xxxix. not claim any deduction or abatement in the aforesaid bills.
- xl. pay all fees and charges and cause mutation in the name of the Allottee in the records of KMC within 3 months from the execution of the Deed of Conveyance,

In the event any Allottee has been allotted any car parking space within the said premises, then such Allottee shall be bound and obliged to observe, fulfill and perform the following terms and conditions:

- (i) The Allottee shall use such Parking Space only for the purpose of parking of its own medium sized motor car and for no other purpose whatsoever and the Car Parking Space does not confer any right of ownership of the space on which such parking facility is provided;
- (ii) The Allottee shall not be entitled to sell transfer or assign such parking space or his allotment of parking car at such Parking Space or allow or permit any one to park car or other vehicle at such Parking Space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his Unit, to any person with the only exception being that the Allottee shall, only after completion of sale, be entitled to let out transfer or part with possession of his parking space independent of the Apartment only to owner of any other Apartment in the Building and none else;
- (iii) The Allottee shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
- (iv) The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space, if allotted or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever;

- (v) The Allottee shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or passages within the said premises or any other portion of the said premises save at the allotted Parking Space, if any;
- (vi) The Allottee shall observe fulfil and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Maintenance Company with regard to the user and maintenance of the parking spaces in the Building and the said premises;
- (vii) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter and the Owners with regard thereto.
- (viii) All unsold or un-allotted parking spaces shall be identified/demarcated and retained by the Promoter for disposal of the same at the consideration and/or in the manner deemed fit and proper by the Promoter.
- (ix) The Allottee agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the parking spaces to any other Allottee nor to disturb the use of the allotted parking space by the concern Allottee.
- (x) The Allottee hereby further warrants and confirms that the Allottee shall, upon formation of the Association and/or execution of Deed of Conveyance, as contemplated herein, cause such Association to confirm and ratify and shall not permit the Association to alter or change the allocation of Car Parking Spaces in the manner allocated by the Promoter to the various Allottees (including the Allottee herein) of the Apartment/Unit in the Building and/or the Project.
- (xi) The Allottee is aware that the Car Parking Space, if allotted, shall be under mechanical parking system which will always be a dependent or independent parking. A parking facility is dependent then to and fro movement of the vehicle from the allotted parking space to the driveway is dependent upon moving another vehicle. A parking facility is independent then to and fro movement of the vehicle from the allotted parking space to the driveway is not dependent upon moving another vehicle. It has been agreed that the Allottees of two different Apartments may be allotted the same set of dependent mechanical parking system which would have the provision to park two medium sized cars. The Allottee shall cooperate with the Owner(s) of another Apartment to park their own car or to get the vehicle of

another owner parked in the dependent system. In case the allottee is required to leave Vehicle keys with the Ground Floor security, he should cooperate with the security to allow smooth operations of ingress and egress of vehicles under dependent Parking system. However, the Owners of independent parking systems are not required to share their vehicle keys with the security.

(xii) In case due to any enactment or implementation of legislation, rule, bye-law or order of any judicial or other authority, the individual exclusive Car Parking Space at the space earmarked for the Allottee is not permissible, then the Allottee shall neither hold the Promoter and/or the Owners liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Owners.

(xiii) In case the Allottee is provided facility of parking which is inter-dependent with any other parking facility in the Project or any part thereof then the Allottee shall not disturb/block the ingress and egress of car/two wheeler of the other Apartment owner of such facility or any other Co-owners in the Project.

1.2 Charge/Lien:

The Owner/Promoter shall have first charge and/or lien over the said Apartment for all amounts due and payable by the Allottee to the Owner/Promoter provided however if the said Apartment is purchased with assistance of a financial institution, then such charge/lien of the Owner/Promoter shall stand extinguished on the financial institution provided all dues payable to the Owner/Promoter are cleared by the Allottee and/or such financial institution.

2. Owner/Promoter's Covenants:

The Owner/Promoter covenants with the Allottee and admits and accepts that:

2.1 No Creation of Encumbrance:

During the subsistence of this Agreement, subject to its right to obtain project loan as above, the Owner/Promoter shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement

with any person other than the Allottee in respect of the said Apartment, subject to the Allottee fulfilling all terms, conditions and obligations of this Agreement.

SCHEDULE - F
(Green Building Norms)

1. The Allottee shall use:

- a) the provided electric charging stations for alternative fuel vehicles to reduce the pollution due to vehicular transportation.
- b) the rainwater recharge systems to harvest water on-site and conserve water.
- c) low flow and efficient water fixtures such as low-flow dual-flush toilets, showers, and sinks to reduce potable water consumption.
- d) energy efficient HVAC (Heat Ventilation Air Conditioning) design and lighting design for low power consumption
- e) the space for storage and collection of recyclable materials such as dry waste, wet waste, E-Waste, and other kinds of waste.

2. The Allottee shall ensure that the Unit Common Areas and the Project Common areas, Amenities and Facilities of the Project are smoke-free, thereby ensuring the health and safety of all its occupants.

Annexure "A"

Unless, in this Agreement, there be something contrary or repugnant to the subject or context:

- (i) **ACT** shall mean the Real Estate (Regulation and Development) Act, 2016 (Act No.XVI of 2016).
- (ii) **RULES** shall mean the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016.
- (iii) **REGULATIONS** shall mean the Regulations (if any) made under the Real Estate (Regulation and Development) Act, 2016.
- (iv) **SECTION** shall mean a section of the Act.
- (v) **SAID PREMISES** shall mean the municipal premises No. 236/1 (previously, 236 or 236A), Satin Sen Sarani (previously, Maniktala Main Road), [**Zone: Canal East Road (Ward-14) – Rail Bridge (Ward-14)**] P.S. Narkeldanga, P.O. Kankurgachi, Kolkata – 700 054, more fully and particularly mentioned and described in **PART – I** of the **SCHEDULE-B**.
- (vi) **PROJECT / BUILDING OR BUILDING/S AND/OR NEW BUILDING/S** shall mean the new Residential Building of G + VI proposed to be constructed by the Promoter at the said premises and containing several independent and self contained Residential apartments and Shops, parking spaces, and other constructed areas.
- (vii) **ALLOTTEES / APARTMENT-HOLDERS / CO-OWNERS** according to the context shall mean all the buyers/owners who from time to time have purchased or agreed to purchase either from the Promoter or the Owner and taken possession of any Apartment in the said premises.
- (viii) **COMMON AREAS AND INSTALLATIONS** shall mean the areas installations and facilities in the said premises as mentioned and specified in the **SCHEDULE-D** and expressed or intended by the Promoter for exclusive use and enjoyment by the allottees of the said premises which has been further explained herein below.
 - a. **“Residential Common Areas, Amenities and Facilities”** shall mean and include all such areas, spaces, amenities, facilities and appurtenances within the Project which are specifically earmarked and intended exclusively for the use, benefit and enjoyment of the allottees and/or occupiers of the Residential Segment, to the absolute exclusion of the allottees of the Commercial Segment,

save and except to the limited extent expressly permitted under this Agreement. The term shall include the Residential Activity Centre located on the First Floor, comprising gymnasium, kids' play area, community hall and such other amenities and facilities earmarked exclusively for residential use, residential entry and exit areas, and all internal access areas serving the Residential Segment, as more particularly described in **Part I of Schedule D**.

- b. **"Commercial Common Areas, Amenities and Facilities"** shall mean and include all such areas, spaces, amenities, facilities and appurtenances within the Project which are specifically earmarked and intended exclusively for the use, benefit and enjoyment of the allottees and/or occupiers of the Commercial Segment, and which are not intended for use by the allottees of the Residential Segment. The term shall include separate entry and exit areas, staircases, passages and access ways serving the Commercial Segment, including the exclusive First Floor Commercial Area, and such other common areas, amenities and facilities as more particularly described in Part II of Schedule D, it being expressly clarified that the Commercial Segment shall be open for use and occupation by the public at large.
- c. **"Joint Common Areas, Amenities and Facilities"** shall mean and include all such areas, spaces, amenities, facilities, services and infrastructure within the Project which are earmarked and intended for the common use, benefit and enjoyment of the allottees and/or occupiers of both the Residential Segment and the Commercial Segment. The term shall include, inter alia, mechanical car parking spaces, common lobbies, reception area, circulation areas, utilities, services, installations and emergency exits serving both segments, including limited access through residential areas for commercial allottees solely for ingress and egress to allotted car parking spaces, as more particularly described in Part III of Schedule D.
- d. **"Project Common Areas, Amenities and Facilities"** shall collectively mean and include the Residential Common Areas,

Amenities and Facilities, the Commercial Common Areas, Amenities and Facilities and the Joint Common Areas, Amenities and Facilities.

It is clarified that the Common Areas and Installations shall not include the parking spaces, roofs/terraces at different floor levels attached to any particular residential space(s), the front open space of the said premises and other open and covered spaces at the said premises and the Building which the Promoter may from time to time express or intend not to be so included in the Common Areas and Installations and the Promoter shall be entitled to deal with and/or dispose of the same in its absolute discretion, to which the Allottee hereby consents.

- (ix) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management, maintenance, upkeep and administration of the Common Areas and Installations and rendition of common services in common to the Allottees of the said premises and all other expenses for the common purposes (including those mentioned in the **SCHEDULE C**) to be contributed and shared by the Allottees.
- (x) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeeping and administering the Common Areas and Installations, rendition of services in common to the Apartment Holders / Allottees in the said premises for the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Apartment Holders and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.
- (xi) **APARTMENTS** shall mean the independent and self-contained residential/commercial units and/or other constructed areas (capable of being independently and exclusively used and enjoyed) in the Building at the said premises and wherever the context so permits or intends shall include the parking space/s and/or roof/s and/or other properties benefits and rights, if any, attached to the respective Units and also the proportionate undivided share in the Common Areas and Installations, attributable thereto.
- (xii) **PARKING SPACES** shall mean covered parking spaces in or portions of the Building at the said premises and also at the ground level of the said project Land as expressed or intended by the Promoter at their sole discretion for parking of motor cars and other vehicles under Mechanical Car Parking System exact location to be identified by the Owner/Promoter on or before the Possession Date. This is further clarified that any allotment of such parking space shall be on ownership basis. It is also clarified that in case any

parking be a stacked car parking (i.e., having access through another parking space or another parking space having access through the Allottee's allotted parking space), then allottees of both the stack parkings shall allow each other to park his / her / its vehicle and for that shall do all acts as be necessary (including to remove / shift his / her vehicle from time to time as be required, or to keep one set of keys of their respective cars with the security guard at the main gate to enable easy removal / shifting).

- (xiii) **CARPET AREA** according to the context shall mean the net usable floor area of any Unit, excluding the area covered by external walls, areas under service shafts (if any), but includes the area covered by the internal partition walls of the Apartment/Unit;
- (xiv) **BUILT-UP AREA** according to the context shall mean and include the plinth area of any Apartment in the building and also including the thickness of the external and internal walls thereof and columns therein and shall also include 50% of the plinth area of the attached terrace (including areas under the parapet walls, ducts, pillars, columns etc.) **PROVIDED THAT** if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such Apartment/Unit.
- (xv) **PROPORTIONATE OR PROPORTIONATELY** according to the context shall mean the proportion in which the Carpet Area of the said Apartment may bear to the Carpet Area of all the Units in the said premises **PROVIDED THAT** where it refers to the share of the Allottee or any Allottee in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area, rental income, consideration, or user then the same shall be determined on the basis of the area, rental income, consideration or user of the said Unit).
- (xvi) **SAID Apartment/Unit** shall mean the Apartment No. ___/ Unit No___ on the ___ floor of the Building to be constructed at the said premises morefully and particularly mentioned and described in the **SCHEDULE-B** with specifications to be provided therein by the Promoter as mentioned in **PART-II of the SCHEDULE-B** and wherever the context so permits shall include the Allottee's proportionate undivided share in the Common Areas and Installations attributable to the said Apartment and further wherever the context so permits shall include the right of parking one or more motor car/s in or portion of the parking space, if so specifically and as expressly mentioned and described in the within stated **SCHEDULE-B** and further wherever the context so permits shall include the exclusive right to use and

enjoy the front open space of the said premises (i.e. in front of the Building) as expressly mentioned and described in the withinstated **SCHEDULE-B**.

- (xvii) **DEVELOPMENT AGREEMENT** shall mean the registered Amended and Restated Development Agreement dated 30th November, 2023 entered between the Owner and the Promoter;
- (xviii) **MAINTENANCE COMPANY / ASSOCIATION** shall mean any Private Limited Company incorporated under any provisions of the Companies Act, 1956 or any Association or any Syndicate Committee or Registered Society or any other Association of Persons of the Allottees, that may be formed by the Promoter for the common purposes having such rules regulations bye-laws and restrictions as be deemed proper and necessary by the Promoter in its absolute discretion.
- (xix) **MAINTENANCE IN-CHARGE** shall upon formation of the Maintenance Company and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Maintenance Company and till such time the Maintenance Company is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter.
- (xx) **POSSESSION DATE** shall mean the date on which the Allottee takes actual physical possession of the said Apartment/Unit after fulfilling all his/her/its liabilities and obligations in terms of this agreement or the date of expiry of the period specified in the notice by the Promoter to the Allottee to take possession of the said Apartment in terms of the said clause 7.2 irrespective of whether the Allottee takes actual physical possession of the said Apartment or not, whichever be earlier.
- (xxi) **PROJECT ARCHITECTS** shall mean **Mr. Mitul Siddhartha Shukla (Registration No.CA/2004/33251)** having her/his/its registered office at 4B, 4th floor, The Ektaa Hibiscus, 56, Christopher Rd, Kolkata-700046 or such other Architects as may be appointed by the Promoter from time to time for the Building;
- (xxii) **PROJECT ADVOCATES** shall mean **Fox & Mandal LLP, Advocates** of 206, AJC Bose Road, Kolkata-700017 or such other Advocates as may be appointed for the said Project at the said premises who shall be responsible for drafting this Agreement for Sale and also Deed of Conveyance and other legal documents in relation to the said Unit;
- (xxiii) **PLAN** shall mean the plan sanctioned by the K.M.C vide Building Permit No. 2025030048 dated 06.08.2025, for construction of the Building/s at the said premises and shall include sanctionable modifications thereof and/or alterations thereto as may be made from time to time by the Promoter. It is clarified that in case additional constructions are sanctioned by the concerned authorities, then the Promoter and Owner (as per arrangement

between them) shall be entitled to construct and deal with the same, to which the Allottee hereby consents. The Allottee is also aware of the fact and consents and admits that owing to construction of additional areas / floors as elsewhere herein contemplated, the proportionate undivided share of the Allottee in the Common Areas and Installations shall be and/or is likely to stand reduced.

- (xxiv) **OTHER CAUSES** shall mean and include storm, tempest, fire, flood, earthquake and other Acts of God or Acts of Government, Statutory Body etc., strike, riot, mob, air raid, acquisition/ requisition, proceedings, labour unrest, order of injunction or order of Status quo or otherwise restraining development or construction at the said premises by the Court of Law, Tribunal or Statutory Body scarcity or non-availability of building materials equipments or labourers, changes in rules regulations and laws for the time being in force resulting in stoppage or postponement or delay of construction or any work at the Project and any other reason beyond the Promoter's control.
- (xxv) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- (xxvi) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.
- (xxvii) The expression **ALLOTTEE** shall be deemed to mean and include:
 - (a) In case the Allottee be an individual or a group of persons, then his or her or their respective heirs legal representatives executors and administrators;
 - (b) In case the Allottee be a Hindu Undivided Family, then its members for the time being their respective heirs legal representatives executors and administrators;
 - (c) In case the Allottee be a partnership firm or an LLP, then its partners for the time being their respective heirs legal representatives executors administrators;
 - (d) In case the Allottee be a company, then its successors or successors-in-office;

IN WITNESS WHEREOF the 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:
OWNER:**

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

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

Dated this ____ day of _____, 2026

BETWEEN

GOURI SANKAR DAS

... OWNER

AND

SHREE KRISHNA ENTERPRISE

... PROMOTER

AND

... ALLOTTEE

AGREEMENT FOR SALE

FOX & MANDAL LLP,

Advocates

206, AJC Bose Road,

Kolkata - 700 017