

**AGREEMENT FOR SALE**

This Agreement for Sale (“**Agreement**”) is executed on this [ ] day of [ ] 2025

**BY AND BETWEEN**

✓  
KYL DEVELOPERS PRIVATE LIMITED  
  
Director / Authorised Signatory

1. **UMESH KYAL**, son of Late Govind Ram Kyal, by faith Hindu, by occupation Business, nationality Indian, residing at 30C, South End Park, Post Office Sarat Bose Road, Police Station Rabindra Sarabar (formerly Lake), Kolkata-700029 [PAN AGCPK9667R] [Aadhaar No. 3221 6780 6519] (“Owner 1”)
2. **UMA KYAL**, wife of Umesh Kyal, by faith Hindu, by occupation Business, nationality Indian, residing at 30C, South End Park, Post Office Sarat Bose Road, Police Station Rabindra Sarabar (formerly Lake), Kolkata-700029 [PAN ABDPK2889B] [Aadhaar No. 7198 7662 5923] (“Owner 2”)
3. **ANURAG KYAL**, son of Umesh Kyal, by faith Hindu, by occupation Business, nationality Indian, residing at 30C, South End Park, Post Office Sarat Bose Road, Police Station Rabindra Sarabar (formerly Lake), Kolkata-700029 [PAN AGIPK4906H] [Aadhaar No. 5217 2735 8314] (“Owner 3”)
4. **SWETA KYAL**, wife of Anurag Kyal, by faith Hindu, by occupation Business, nationality Indian, residing at 30C, South End Park, Post Office Sarat Bose Road, Police Station Rabindra Sarabar (formerly Lake), Kolkata-700029 [PAN AFXPG8803P] [Aadhaar No. 2440-3320-0783] (“Owner 4”)
5. **UMESH KYAL & OTHERS [HUF]**, [PAN AAAHU2146P], a hindu undivided family, represented by its Karta Umesh Kyal, son of Late Govind Ram Kyal, by faith Hindu, by occupation Business, nationality Indian, residing at 30C, South End Park, Kolkata-700029 [PAN AGCPK9667R] [Aadhaar No. 3221 6780 6519] (“Owner 5”)
6. **ANURAG KYAL HUF**, [PAN AALHA4202P], a hindu undivided family, represented by its Karta Anurag Kyal, son of Umesh Kyal, by faith Hindu, by occupation Business, nationality Indian, residing at 30C, South End Park, Kolkata-700029 [PAN AGIPK4906H] [Aadhaar No. 5217 2735 8314] (“Owner 6”)
7. **SEEMA KYAL**, wife of Balkrishan Kyal, by faith Hindu, by occupation Business, nationality Indian, residing at 30C, South end Park, Post Office Sarat Bose Road, Police Station Rabindra Sarabar (formerly Lake), Kolkata-700029 [PAN ADPPD3013J] [Aadhaar No. 6735 3975 9286] (“Owner 7”)
8. **BALKRISHAN KYAL**, son of Late Govindram Kyal, by faith Hindu, by occupation Business, nationality Indian, residing at 30C, South end Park, Post Office Sarat Bose Road, Police Station Rabindra Sarabar (formerly Lake), Kolkata-700029 [PAN ABDPK2892E] [Aadhaar No. 2627-7669-6204] (“Owner 8”)
9. **BALKRISHAN KYAL & OTHERS HUF**, [PAN AACHB2734G], represented by its Karta **Balkrishan Kyal**, son of Late Govind Ram Kyal, by faith Hindu, by occupation Business, nationality Indian, residing at 30C, South end Park, Kolkata-700029 [PAN ABDPK2892E] [Aadhaar No. 2627 7669 6204] (“Owner 9”)
10. **PRITI KYAL**, wife of Rishi Kyal, by faith Hindu, by occupation Business, nationality Indian, residing at 30C, South End Park, Post Office Sarat Bose Road, Police Station Rabindra Sarabar (formerly Lake), Kolkata-700029 [PAN AJKPK7575P] [Aadhaar No. 8175 1883 0898], (“Owner 10”)

11. **RISHI KYAL**, son of Balkrishan Kyal, by faith Hindu, by occupation Business, nationality Indian, residing at 30C, South End Park, Post Office Sarat Bose Road, Police Station Rabindra Sarabar (formerly Lake), Kolkata-700029 [**PAN AFTPK7464G**] [**Aadhaar No. 6009 1283 0434**], (“**Owner 11**”)
12. **UNNATH KYAL**, son of Rishi Kyal, by faith Hindu, by occupation Business, nationality Indian, residing at 30C, South End Park, Post Office Sarat Bose Road, Police Station Rabindra Sarabar (formerly Lake), Kolkata-700029 [**PAN IANPK7176J**] [**Aadhaar No. 7348-3834-3751**] (“**Owner 12**”)
13. **RISHI KYAL HUF**, [**PAN AAFHR7188R**], a hindu undivided family, represented by its Karta Rishi Kyal, son of Balkrishan Kyal, by faith Hindu, by occupation Business, nationality Indian, residing at 30C, South End Park, Kolkata-700029 [**PAN AFTPK7464G**] [**Aadhaar No. 6009 1283 0434**] (“**Owner 13**”)
14. **RAHUL KYAL**, son of Balkrishan Kyal, by faith Hindu, by occupation Business, nationality Indian, residing at 30C, South End Park, Post Office Sarat Bose Road, Police Station Rabindra Sarabar (formerly Lake), Kolkata-700029 [**PAN AGHPK1359F**] [**Aadhaar No. 7487 0793 4912**] (“**Owner 14**”)
15. **SAKSHI KYAL**, wife of Rahul Kyal, by faith Hindu, by occupation Business, nationality Indian, residing at 30C, South End Park, Kolkata-700029 Post Office Sarat Bose Road, Police Station Rabindra Sarabar (formerly Lake), [**PAN APKPK3417Q**] [**Aadhaar No. 3007 7888 5993**] (“**Owner 15**”)
16. **RAHUL KYAL HUF**, [**PAN AAPHR7018J**], a hindu undivided family, represented by its Karta Rahul Kyal, son of Balkrishan Kyal, by faith Hindu, by occupation Business, nationality Indian, residing at 30C, South end Park, Kolkata-700029 [**PAN AGHPK1359F**] [**Aadhaar No. 7487 0793 4912**] (“**Owner 16**”) and
17. **GOVINDRAM KYAL & OTHERS HUF**, [**PAN AABHG6891A**], a hindu undivided family, represented by its Karta Balkrishan Kyal, son of Late Govindram Kyal, by faith Hindu, by occupation Business, nationality Indian, residing at 30C, South end Park, Kolkata-700029 [**PAN ABDPK2892E**] [**Aadhaar No. 2627 7669 6204**] (“**Owner 17**”)
18. **KYAL DEVELOPERS PRIVATE LIMITED** [PAN: AABCK3070E and CIN: U70109WB1995PTC076151], a company incorporated under the provisions of the Companies Act, 2013 having its registered office Premises No.122/1R, Satyendra Nath Majumder Sarani, 4<sup>th</sup> Floor, Post Office Kalighat, Police Station Tollygunge, Kolkata 700026, hereinafter referred to as **Developer** represented by its Director **UMESH KYAL**, son of Late Govind Ram Kyal, by faith Hindu, by occupation Business, nationality Indian, residing at 30C, South End Park, Post Office Sarat Bose Road, Police Station Rabindra Sarabar (formerly Lake), Kolkata-700029 [**PAN AGCPK9667R**] [**Aadhaar No. 3221 6780 6519**] (“**Owner 18**”)

Morefully and particularly **LISTED IN SCHEDULE A**, represented by its Constituted Attorney **KYAL DEVELOPERS PRIVATE LIMITED** [PAN: AABCK3070E and CIN: U70109WB1995PTC076151], a company incorporated under the provisions of the Companies Act, 2013 having its registered office Premises No.122/1R, Satyendra Nath Majumder Sarani, 4<sup>th</sup> Floor, Post Office Kalighat, Police Station Tollygunge, Kolkata 700026, represented by its Director **UMESH KYAL**, son of Late Govind Ram Kyal, by faith Hindu, by occupation Business, nationality Indian, residing at 30C, South End Park, Post Office Sarat Bose Road, Police Station

Rabindra Sarabar (formerly Lake), Kolkata-700029, (hereinafter collectively referred to as the “OWNERS”, which expression shall, unless excluded by or repugnant to the subject or context shall mean and include their respective successors) of the **FIRST PART**

**AND**

**KYAL DEVELOPERS PRIVATE LIMITED** [PAN: AABCK3070E and CIN: U70109WB1995PTC076151], a company incorporated under the provisions of the Companies Act, 2013 having its registered office Premises No.122/1R, Satyendra Nath Majumder Sarani, 4<sup>th</sup> Floor, Post Office Kalighat, Police Station Tollygunge, Kolkata 700026, represented by its Director **UMESH KYAL**, son of Late Govind Ram Kyal, by faith Hindu, by occupation Business, nationality Indian, residing at 30C, South End Park, Post Office Sarat Bose Road, Police Station Rabindra Sarabar (formerly Lake), Kolkata-700029, hereinafter referred to as the "**PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assignees) of the **SECOND PART**

**AND**

*[If the Allottee is a company]*

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

[OR]

*[If the Allottee is a Partnership Firm]*

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

[OR]

*[If the Allottee is an Individual]*

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

[OR]

*[If the Allottee is an HUF]*

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

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

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

#### **DEFINITIONS:**

For the purpose of this Agreement for Sale, unless the context otherwise requires-

- a) “**Act**” means the Real Estate (Regulation and Development) Act, 2016;
- b) “**Rules**” means the West Bengal Real Estate (Regulation and Development) Rules, 2021; and
- c) “**Section**” means a section of the Act/Rules.

#### **WHEREAS:**

- A. The Owners are the absolute and lawful owners of land admeasuring 1,876 (One Thousand Eight Hundred Seventy Six) decimals, (equivalent to 75918.395 square meters) comprised in several Dag Nos within Mouza Jirangacha, J. L. No. 25, Police Station Kashipur (formerly Bhangar), within the ambit of Bhagabanpur Gram Panchayat, District South 24 Parganas, and more fully described in **Part I of Schedule B** hereto (hereinafter referred to as the “**Larger Land**”). The particulars of Owners deriving their title of the Larger Land are more fully described in **Part IV of Schedule B** hereto (“**Title**”).
- B. The Owners and the Promoter have entered into a joint development agreement dated 20<sup>th</sup> June 2025 registered in the Office of District Sub-Registrar - IV, South 24 Parganas, recorded in Book No. I, Volume No. 1604-2025, Pages from 227984 to 228076, Being No. 160408032 for the year 2025 (“**Development Agreement**”) by which the Owners have conferred upon the Promoter the exclusive right to develop, construct, market and sell residential units and appurtenant facilities on the Larger Land, subject to and in accordance with the terms thereof. The Owners have also granted a Power of Attorney in favour of the Promoter dated 25<sup>th</sup> September 2025 registered in the Office of District Sub-Registrar - IV, South 24 Parganas, recorded in Book No. I, Volume No. 1604-2025, Pages from 229002 to 229034, Being No. 160408033 for the year 2025 with regard to the development of the Larger Land.

Pursuant to the said Development Agreement, the Promoter has conceived and is implementing a comprehensive, integrated residential development upon the Larger Land, under the name and style “*Vinayak 21 Acres*” (“**Complex**”), designed as a modern, self-contained residential community featuring multiple residential towers, villas, landscaped open spaces and recreational amenities, supported by requisite infrastructure and services. The said development is being undertaken in accordance with a single integrated layout plan sanctioned by the South 24 Parganas Zila Parishad vide Building Plan No.

935/1065/REV/KMDA dated 25<sup>th</sup> August 2025 (“**Master Layout Plan**”). Out of the Larger Land, the Promoter is developing five distinct real estate projects, namely Phase I, Phase II, Phase III, Phase IV and Villa Phase (collectively, the “**Phases**” and individually, a “**Phase**”), each being an independent, self-contained real estate project proposed to be separately registered with the Act. Out of the said Phases, only Phase I and Phase II has been depicted in the said Plan and the Promoter will obtain the requisite sanctions and/or approvals of the said remaining Phases i.e., Phase III, Phase IV and Villa Phase in due course.

- (i) **Phase I Project**, to be constructed on [ ] acres of land;
- (ii) **Phase II Project**, to be constructed on [ ] acres of land;
- (iii) **Phase III Project**, to be constructed on [ ] acres of land;
- (iv) **Phase IV Project**, to be constructed on [ ] acres of land; and
- (v) **Villa Phase Project**, comprises approximately [ ] luxury residential villas, each being an independent unit with attached open spaces, garden areas and dedicated car parking provisions.

Each of the aforesaid Phases shall contain, within its respective demarcated boundaries, its own buildings, internal driveways, landscaped courtyards, and Phase-specific amenities, and shall enjoy proportionate and reciprocal rights in the common infrastructure and landscaped zones developed within the Larger Land. The Master Layout Plan has been included solely for the purpose of illustrating the approved concept, configuration, and spatial relationship among the five Phases forming part of Vinayak 21 Acres. It is hereby clarified that the depiction of the several Phases, buildings, open spaces, amenities and infrastructure therein is for disclosure and identification only, and shall not confer upon the Allottee any right, title, interest, or claim beyond those expressly arising under this Agreement or under applicable laws and approvals.

***Disclaimer:** For the avoidance of doubt, it is expressly clarified that the expression “Vinayak 21 Acres” is a nomenclature or project title adopted for ease of identification and marketing, and does not purport to represent or warrant that the total area of the Larger Land or of the entire development measures 21 acres or any other specific extent. The actual area under development, and all measurements of land and construction, shall be as per the sanctioned plans and schedules annexed to this Agreement and the records of the competent authorities.*

The Master Layout Plan also depicts, for the purpose of contextual disclosure, two separate land parcels situated immediately adjoining the Larger Land, which have been identified by the Promoter as potential locations for future, independent real-estate projects. These parcels are shown on the Scheme Plan for ease of identification and are hereinafter referred to as:

- (vi) “**Future Zone (East)**”, lying contiguous to the Eastern boundary of the Larger Land and admeasuring approximately [ ] acres (equivalent to [ ] square metres); and
- (vii) “**Future Zone (North)**”, lying contiguous to the Northern boundary of the Larger Land and admeasuring approximately [ ] acres (equivalent to [ ] square metres).

As on the date hereof, the Promoter does not own or possess either of the said Future Development Zones. The Promoter is, however, in active discussions with the respective landowners for prospective acquisition or development collaboration. Subject to the conclusion of such arrangements and receipt of requisite statutory permissions, the Promoter

envisages developing each of the Future Development Zones as stand-alone, self-contained residential projects, which, upon completion, are expected to accommodate approximately one thousand (1000) additional residents.

Such future projects may be branded under the trade name “*Vinayak 21 Acres*” to maintain thematic and visual continuity with the existing development; however, they shall remain mutually independent in ownership, governance, and infrastructure. There shall be no common amenities, facilities, or services between the Future Development Zones and the Phases constructed upon the Larger Land, save and except the limited functional linkage of the principal internal driveway (the “**Driveway**”), which originates within and runs across the Larger Land and may, in due course, be extended through the Future Development Zones to connect to an adjoining public road, as more particularly described in **Recital E** below.

Each such future project, if undertaken, shall have its own building sanction, infrastructure clearances, and utility connections independent of those obtained for the development upon the Larger Land, and the Promoter shall have full discretion to determine the planning parameters, density, and configuration thereof in accordance with applicable laws and approvals then in force.

The inclusion and identification of the Future Zone (East) and Future Zone (North) upon the Scheme Plan are made solely for disclosure and contextual illustration, to depict their physical proximity to the Larger Land and the potential alignment of the Driveway. Such depiction is illustrative and non-binding, and shall not be construed as implying that the Future Development Zones form part of the present integrated project, nor as any representation, warranty, or commitment by the Promoter regarding the timing, extent, or execution of development thereon. If and when undertaken, the development of the Future Development Zones shall be carried out as separate and independent real-estate projects, each to be individually registered under the Act and governed by their respective approvals, plans, and association structures.

It is further clarified that the use of the name “*Vinayak 21 Acres*” in relation to any such future projects shall be limited to trade nomenclature and thematic branding, and shall not create any legal, proprietary, or beneficial connection with the development upon the Larger Land other than the restricted right of passage over the Driveway, as provided in this Agreement. The depiction of the Future Development Zones on the Scheme Plan is made in the interest of transparency and full disclosure under the provisions of the Act and the rules framed thereunder.

- C. The Master Layout Plan and the Scheme Plan depict within the Larger Land a single, continuous main internal access road, shown thereon in which traverses the entire development and constitutes the principal circulation spine for ingress and egress to all Phases. This road, as colour-marked on the Scheme Plan, to be constructed on [ ] acres of land more fully described in **Part III of Schedule B** is hereinafter referred to as the “**Driveway**”. The Driveway originates at the entry point of the Larger Land from the public road on the [ ] side], runs longitudinally through the property, and provides access to each of the five Phases, Phase I, Phase II, Phase III, Phase IV and Villa Phase, through internal approach roads and branch drive aisles located within each respective Phase. All internal vehicular and pedestrian circulation within the Larger Land connects to this single Driveway, which functions as the central access spine of the entire development. The Promoter intends that the Driveway shall remain a permanent internal access corridor serving all residents, occupants and lawful users of the development on the Larger

Land, and that the same, in due course, will be extended beyond the present eastern and northern boundaries of the Larger Land, through the Future Zone (East) and the Future Zone (North), so as to connect with the respective public roads situated on either side. Upon such extensions, the Driveway will form a continuous through-corridor, enabling seamless two-sided connectivity for ingress and egress of the developments on the Larger Land and the Future Development Zones. The construction of such extensions, if and when undertaken, shall be carried out by the Promoter in accordance with approvals from the competent authorities. It is expressly clarified that:

- (i) As of the date hereof, the Driveway lies entirely within the Larger Land and forms part of the sanctioned layout and services plan for the Phases;
- (ii) The Driveway shall constitute a shared common facility of perpetual, non-exclusive use, to be utilized by all allottees, occupants and lawful users of the several Phases on the Larger Land for ingress, egress and internal circulation;
- (iii) The Promoter shall be entitled, without requiring further consent from any Allottee or Association of any Phase, to extend the Driveway through the Future Zone (East) and Future Zone (North), and to grant rights of way and passage thereon to the allottees or lawful users of the respective future developments, provided that such right of passage shall be limited to access and movement and shall not diminish or derogate from the rights of the allottees of the Larger Land;
- (iv) The allottees and Associations of the Phases on the Larger Land shall have a perpetual, non-exclusive right of passage over the Driveway and its extended portions, without any claim of ownership or exclusive possession;
- (v) Upon completion of all Phases on the Larger Land, the ownership of the land comprising the Driveway, together with its pavements, lighting, signage, drainage and related infrastructure, shall be transferred by the Promoter to an apex body or federation representing all the associations of the Phases on the Larger Land;
- (vi) The federation shall thereafter hold and maintain the Driveway as part of the shared common infrastructure of the Larger Land, subject to a perpetual, non-exclusive easementary right of passage in favour of the Promoter and the allottees of the Future Zone (East) and Future Zone (North) for the limited purpose of ingress and egress; and
- (vii) The Promoter shall retain irrevocable rights of access, maintenance, improvement and augmentation over the Driveway for the limited purpose of constructing, extending, maintaining or connecting the same to any future development, as may be permissible under law.

The colour-marking of the Driveway in [Red] on the Scheme Plan is made for clarity and disclosure to illustrate its alignment across the Larger Land and its prospective extension through the Future Development Zones – East and North. Such depiction is for schematic and identification purposes only and shall not confer any exclusive proprietary right upon any Allottee or Phase, and the rights of use and maintenance shall be limited to those recorded herein.

- D. The Promoter has planned, as part of the overall development of the Larger Land, the creation of certain common areas, amenities and infrastructural facilities (collectively referred to in this Agreement as the “**Shared Common Areas**”) which are primarily

intended for the common and beneficial use of the residents and lawful occupants of Phase I, Phase II, Phase III, Phase IV and Phase V (Villa Phase), and to a limited and defined extent, only in respect of the rights expressly recorded herein, for functional access and passage by the Future Development Zones – East and North. The Shared Common Areas shall comprise the physical, recreational, landscaped and service components of the integrated layout, including, without limitation:

- (i) the Driveway together with its lighting, storm-water drainage and allied infrastructure;
- (ii) the Central Green and Maidan, theme gardens, amphitheatre, rain garden, forest trail, pet park, walkways and other landscaped open areas identified on the Scheme Plan;
- (iii) the outdoor sports and recreation facilities such as tennis and basketball courts, box-cricket pitch, badminton/pickleball courts, skating rink and children's play zones;
- (iv) the community and leisure facilities such as the amphitheatre, barbeque garden, pavilion with feature wall, seating zones and other open-air activity spaces; and
- (v) the essential infrastructure and utility services, including the sewage-treatment plant (STP), underground reservoir (UGR), rain-water harvesting tanks (RWHT), transformers, DG sets, security and surveillance systems, maintenance office and allied service corridors.

A consolidated list of the aforesaid Shared Common Areas, together with their respective stages or time of completion, is set out in the column-wise statement described in **Part III of Schedule C** hereto. Certain facilities are scheduled for completion and hand-over concurrently with Phases I and II (including the Villa Phase), while others are to be executed and commissioned progressively with Phases III and IV. The completion timelines specified in **Part III of Schedule C** form an integral part of this disclosure and constitute the outer limits within which the respective facilities are to be completed and made operational. It is clarified that the development of the Shared Common Areas shall be executed in stages corresponding to the construction schedule of the respective Phases, and that the non-completion of any Shared Facility not scheduled for delivery with the Phase to which the Allottee belongs shall not constitute a default under this Agreement, provided the same is completed within the time specified in **Part III of Schedule C**.

Upon completion of all Shared Common Areas as enumerated in **Part III of Schedule C** and in accordance with the sanctioned layout and applicable approvals, the Promoter shall transfer the ownership thereof, by a single instrument of conveyance or declaration, to the Federation (defined in Clause 11.1). Such transfer shall, however, be subject to and encumbered by: (i) the easementary and user rights of the Promoter for maintenance, extension and connectivity purposes; and (ii) the perpetual, non-exclusive rights of passage and user granted to the allottees of the Future Zone (East) and Future Zone (North) in respect of the Driveway, as recorded in Recital E above. The allottees of the Future Development Zones – East and North shall, upon development thereof, have only a limited and perpetual right of passage over the Driveway for ingress and egress, without acquiring any ownership, membership or management rights in the Federation or in any other Shared Common Areas of the Larger Land.

- E. For the purposes of this Agreement, Phase I of the development upon the Larger Land constitutes a distinct and self-contained real-estate project and shall hereinafter be

referred to as the “**Project.**” The land forming the site of the Project, admeasuring approximately [ ] acres (equivalent to [ ] square metres) and forming part of the Larger Land situated at Mouza Jirangacha, P.S. Kashipur, District South 24 Parganas, within the limits of Bhagabanpur Gram Panchayat and more fully described in **Part II of Schedule B**, shall be referred to in this Agreement as the “**Project Land**”. The Project comprises:

- (i) the construction of **2** (two) multi-storeyed residential towers, each consisting of [G+21] upper floors, containing in the aggregate [ ] residential apartments of various configurations, together with [ ] numbers associated ground (covered & Mechanical), 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Floor (covered) car parking spaces;
- (ii) its own internal circulation roads, building services, landscaped courts, and other facilities exclusively appurtenant to Phase I. Such internal roads, lobbies, staircases, lift shafts, service areas, podium(s), open spaces, recreational zones and facilities that are exclusive to the Project and intended for use only by the residents and lawful occupants of Phase I are collectively referred to in this Agreement as the “**Project Common Areas.**” A detailed list and description of the Project Common Areas are set out in **Part I of Schedule C** of this Agreement; and
- (iii) In addition, certain essential service infrastructure—namely the Sewage Treatment Plant (STP), Underground Reservoir (UGR), and Rain Water Harvesting Tank (RWHT) are designed to be used exclusively and jointly by Phases I, II and V (Villa Phase) for their respective water supply, treatment, and conservation requirements. These facilities are collectively referred to as the “**Phase I-II-V (Villa) Common Facilities**”, and are to be constructed, maintained, and used on a reciprocal and non-exclusive basis among the said three Phases. The particulars and locations of these facilities are described in **Part II of Schedule C** hereto.

Phase I is being developed and marketed independently and has been registered as a separate real-estate project under the Act with the West Bengal Real Estate Regulatory Authority, bearing registration number [ ]. All plans, building sanctions, environmental and fire-safety clearances, and other permissions applicable to the Project Land have been obtained or applied for from the competent authorities. The apartment agreed to be sold to the Allottee under this Agreement forms part of the Project on the Project Land and shall be constructed and delivered strictly in accordance with the sanctioned building plans, specifications and approvals pertaining to Phase I only. The Allottee acknowledges that no right, title, claim or interest shall arise in any other Phase of the Larger Land or in the Future Development Zones, save and except such proportionate rights of use in the Shared Common Areas as are expressly provided herein.

- F. In pursuance of the Development Agreement, the Owners through the Promoter got sanctioned a single integrated layout plan for Phase I and Phase II upon the Larger Land as was approved by South 24 Parganas Zila Parishad vide Building Plan No. 935/1065/REV/KMDA dated 25<sup>th</sup> August 2025 (“**Master Plan**”). The Allottee agrees acknowledges and conforms that the Promoter shall be at liberty to make alterations in the Master Plan without causing any prejudice to the allottees of the Phase I and II Project. Pursuant to the Master Plan, the Promoter had applied for and obtained sanction of the building plan vide Building Plan No. [ ] dated [ ] from South 24 Parganas Zila Parishad and further the Promoter has received the approval from commencement of construction vide [ ] (collectively the “**Project Plans**”) for undertaking construction of the Project. The Promoter agrees and undertakes that it shall not make any changes to the Project Plans except in strict compliance with Section 14 of the Act and other laws as applicable

- G. The Promoter has registered the Phase I Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 on [ ] under Registration No. \_\_\_\_\_/\_\_\_\_\_/2025/\_\_\_\_\_ by the West Bengal Real Estate Regulatory Authority ("**WBREERA**").
- H. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right and interest of the Promoter regarding the Project have been completed.
- I. The Allottee has applied for a residential apartment in the Project vide Application No [ ] dated [ ] and has been allotted (i) **All That** residential apartment no [ ] having carpet area of [ ] square metre (equivalent to [ ] square feet) along with an exclusive balcony area of [ ] square metre (equivalent to [ ] square feet) and an exclusive open terrace area of [ ] square metre (equivalent to [ ] square feet) appurtenant to the carpet area of the residential apartment corresponding to a built up area of [ ] square metre (equivalent to [ ] square feet) and corresponding super built up area of [ ] square metre (equivalent to [ ] square feet) and along with an exclusive utility room area of [ ] square metre (equivalent to [ ] square feet) located on the [ ] floor in Tower No. [ ] ("**Tower**") of the Project (hereinafter referred to and identified as the "**Apartment**", more fully described in **Part I of Schedule D** hereto) having the specifications specified in **Part III of Schedule D** hereto; (ii) **Together With** [ ] ([ ]) number of mechanical covered car/covered car parking space(s) ("**Parking Space**") in [ ] having area of [ ] square metre (equivalent to [ ] square feet) (more fully described in **Part II of Schedule D** hereto and depicted on the map/plan annexed as **Annexure [ ]** and bordered in **RED**); (iii) **Together With** the perpetual non-exclusive right to use the **Tower Common Areas** with the allottees/owners/lawful occupants of the Tower; (iv) **Together With** the perpetual exclusive right along with the allottees/owners/lawful occupants of Phase I, II and V Projects to use the **Phase I, II and V Exclusive Common Areas**, if applicable; and (v) **Together With** the perpetual non-exclusive right to use the Shared Common Areas in common with all the allottees/owners/lawful occupants of the Larger Land, (vi) **Together With** the perpetual non-exclusive right to use the Driveway subject to the terms mentioned herein, hereinafter collectively referred to as "**Apartment And Properties Appurtenant Thereto**". The Apartment and the exclusive open terrace /balcony appurtenant to the carpet area of the Apartment are delineated in [ ] border on the map/plan annexed hereto and marked as Annexure [ ].

(For the sake of clarity, the Tower Common Areas, the Phase (I, II, III, IV and V (Villa)) Common Areas (as applicable) and the Shared Common Areas and the Driveway are collectively referred to as the "**Common Areas**" wherever the context so requires in this Agreement)

- J. By a provisional allotment letter dated [ ] ("**Allotment Letter**") the Promoter has allotted the Apartment together with the Parking Space(s) and the Purchaser has agreed to accept such allotment for the Total Price (as defined under clause 1.2 below) subject to the terms and conditions mentioned therein.
- K. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- L. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

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

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

**1. TERMS:**

- 1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee, and the Allottee hereby agrees to purchase on the Apartment And Properties Appurtenant Thereto all as specified in paragraph H of the recitals hereinabove.
- 1.2. The Total Price for the Apartment based on the carpet area thereof is INR [ ] (Rupees [ ]) only (“**Total Price**”), the break-up and description of which is as provided herein below:

Apartment no. [•] Type [•] Floor [•]	
<b>Break up of Total Price</b>	
<b>Cost Head</b>	<b>Price (in Rupees)</b>
Total Consideration for the said unit Apartment, Parking Space (If Any) (Hereinafter referred to as the said Unit Price)	[ ]
Applicable GST	[ ]
Total Unit Price including GST	[ ]
<b>Break-up of extras &amp; deposits:</b>	
Common Area Maintenance Deposit	[ ]
Sinking Fund	[ ]
Electricity Connection & Transformer	[ ]
Security Charges for Electric Meter	[ ]
Documentation Charges	[ ]
DG Charges	[ ]
Club/Amenities Development Charges	[ ]
Association formation charges	[ ]
LPG Gas Pipeline	[ ]
<b>Total Extras &amp; Deposits</b>	[ ]
Taxes/GST on Extras & Deposits	[ ]
<b>Total Extras &amp; Deposits including Taxes/GST</b>	[ ]
<b>Total Unit Price including Extra Charges/ Despoit/ Taxes/GST</b>	[ ]

*Explanation:*

- (i) *The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment And Properties Appurtenant Thereto;*
- (ii) *The Total Price above includes Extra Charges, Deposits, taxes (consisting of tax paid or payable by way of G.S.T., C.G.S.T, S.G.S.T., if any as per Applicable Law, and cess or any other similar taxes and levies which may be levied, in connection with the construction of the First Phase of the Project, by whatever name called) up to the date of handing over the possession of the Apartment to the Allottee and/or the execution of the deed of conveyance, whichever is earlier.*

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

- (iii) *The Promoter shall periodically intimate in writing to the Allottee the amount of the installments of the Total Price payable as stated in (i) above and the Allottee shall make the payment demanded 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.*
- (iv) *The Total Price in respect of the Apartment And Properties Appurtenant Thereto includes (1) pro rata shares in the Common Areas; and (2) the Parking Space(s) allotted to the Allottee and 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 and taxes, which may be levied or imposed by Competent Authority or any other authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges/taxes 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(s) shall make the payment as per the payment plan set out in **Schedule E** (hereinafter referred to as the **“PAYMENT PLAN”**).
- 1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments at such rate of [ ] % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6. Except as disclosed to the Allottee in this Agreement, it is agreed that, subject to Clause [ ], the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans (which shall be in conformity with the advertisement, prospectus etc. on the basis of which the sale is effected) in respect of the Apartment And Properties Appurtenant Thereto or the Project, as the case may be, without the previous written consent of the Allottee as per provisions of the Act.

Provided that the Promoter may, at its sole discretion, against extra costs payable by the

Allottee 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.

- 1.7. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Tower is complete and the completion certificate/occupancy certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area of the Apartment shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within 5% (five percent) then the Promoter shall refund the excess money paid by the Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.
- 1.8. Subject to clause 9.3 the 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 Apartment;
  - (ii) The Allottee shall have the perpetual non-exclusive right to use the Project Common Areas in common with the other allottees of the Project;
  - (iii) The Allottee shall have the perpetual non-exclusive right to use the Phase I-II-V (Villa) Common Facilities, in common with the other allottees of the said Phases;
  - (iv) The Allottee shall have the perpetual non-exclusive right to use the Shared Common Areas in common with the other allottees of the Complex;
  - (v) Since the share or interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall have exclusive use of the Common Areas along with the other allottees/ occupants, maintenance staff etc. of the Project and Complex, as the case may be, without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall convey undivided proportionate title in the Common Areas to the association(s) of allottees as provided in the Act in terms of this Agreement.
  - (vi) That the computation of the Total Price in respect of the Apartment And Properties Appurtenant Thereto includes recovery of price of the appertaining land, construction of not only the Apartment but also proportionately the Common Areas, Parking Space, internal development charges as per agreed specifications, external development charges as per agreed specification, taxes, cost of providing up to the Apartment And Properties Appurtenant Thereto with the electrical connectivity, water line and plumbing, drainage, sewerage, sanitation system, organized open space, if any, including landscaping in the Common Areas, maintenance charges (for the period specified hereunder) and includes cost of all other facilities and amenities, if any, provided within the Apartment and/or the Project and/or the Complex and any other charges/ deposits etc. more particularly mentioned in Clause 1.2 above.
- 1.9. It is made clear by the Promoter and the Allottee agrees that the Apartment along with

Parking Space shall be treated as a single indivisible unit for all purposes. Unless stated otherwise, it is agreed that the Project is an independent, self-contained project and more phases shall be developed on the Larger Land and the Project is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity. It is clarified that the Shared Common Areas shall be available only for use and enjoyment of the allottees of the Project.

- 1.10. It is understood by the Allottee that the Driveway and the Future Development Zone Land shall not form a part of the declaration with respect to the Project to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.
- 1.11. The Promoter agrees to pay all outgoing before transferring the physical possession of the Apartment And Properties Appurtenant Thereto to the Allottee, which it has collected from the Allottee, for the payment of outgoing (including land revenue, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoing collected by it from all Allottees or any liability, mortgage loan and interest thereon before transferring the Apartment And Properties Appurtenant Thereto to the Allottee, the Promoter agrees to be liable, even after the transfer of the Apartment And Properties Appurtenant Thereto, to pay such outgoing 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.
- 1.12. The Allottee has paid a sum of Rs. [ ] (Rupees [ ]) only equivalent to [ ]% of the Total Price plus applicable taxes as booking amount (**Booking Amount**) being part payment towards the Total Price of the Apartment And Properties Appurtenant Thereto on or before the execution of this Agreement, the receipt to which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the balance of the Total Price of the Apartment And Properties Appurtenant Thereto as prescribed in the Payment Plan mentioned in **Schedule E** as may be demanded by the Promoter within the time and in the manner specified therein.

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

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

Subject to the terms of this Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, whether demanded by the Promoter or not, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheques/demand drafts/banker's cheques payable at Kolkata or through RTGS/online payment (as applicable) in favour of the Promoter as per the bank account details provided herein below:

Beneficiary Name:

Bank:

Account No.:

Branch:

IFSC Code:

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

3.1 The Allottee, if resident outside India, shall intimate the same in writing to the Promoter and be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ("FEMA"), 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 for sale/transfer of immovable properties in India etc. and provide the Promoter with necessary declarations, documents, permissions, approvals, etc. any refund, transfer of security, if provided in terms of this Agreement shall be made in accordance with the provisions of FEMA or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law and in any event in Indian National Rupees only. The Allottee understands and agrees that in the event of any failure on his/her/their/its part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the FEMA or other laws as applicable, as amended from time to time.

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

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

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

**5. TIME IS ESSENCE:**

Time is of the essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration including extension, if any, with the Authority and towards handing over the Apartment And Properties Appurtenant Thereto to the Allottee, the Common Areas to the Association(s), after receiving the occupancy certificate or completion certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule E**.

## 6. CONSTRUCTION OF THE PROJECT / THE APARTMENT:

The Allottee has seen the proposed layout plan of the Apartment and proposed specifications, amenities and facilities in respect of the Apartment and accepted the payment plan and the specifications, amenities and facilities which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said lay-out plan, floor plan, specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plan and shall not have an option to make any variation/alteration/modification in the plans of the Project, other than in the manner provided under the Act and the Rules, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

## 7. POSSESSION OF THE APARTMENT:

7.1. **Schedule for possession of the Apartment:** The Promoter agree and understand that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved Sanctioned Plan and specifications, assures to hand over possession of the Apartment on [ ] unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project (“**Force Majeure**”). If, however, the completion of the Project is delayed due to the Force Majeure conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the Allottee within 45 (forty-five) days from that date. After refund of the money paid by the Allottee agrees that he/she/they/it shall not have any rights, claims, etc. against the Promoter and that the Promoter shall be released and discharged from all their obligations and liabilities under this Agreement.

7.2. **Procedure for taking possession:** The Promoter, upon obtaining the occupancy certificate from the Competent Authority(ies) shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement to be taken by the Allottee within 3 (Three) months from the date of issue of such notice (“**Possession Date**”) and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, agrees to pay the maintenance charges as determined by the Promoter/association, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 15 (Fifteen) days of receiving the occupancy certificate of the Project.

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

7.4. **Possession by the Allottee:** After obtaining the occupancy certificate and handing over physical possession of the apartments to the allottees, it shall be responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas to the association, 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, the Promoter herein is entitled to forfeit the Booking Amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation.

7.6. **Compensation:** The Promoter shall compensate the Allottee in case of any loss caused to him 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 Act and the claim of interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fail to complete or are 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 his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the 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 specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

## 8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Owners have absolute, clear and marketable title with respect to the Larger Land;
- (ii) The Promoter has requisite rights to carry out development upon the said Larger Land and absolute, actual, physical and legal possession of the said Larger Land for the Project;
- (iii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iv) There are no encumbrances upon the Larger Land and the Project except [ ];
- (v) There are no litigations pending before any Court of law with respect to the Larger Land, the Projects or the Apartment;
- (vi) All approvals, licenses and permits issued by the competent authorities with

respect to the Project, said Larger Land and the Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Larger Land, the Apartment and the Common Areas;

- (vii) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee agreed to be created herein, may prejudicially be affected;
- (viii) Save and the except the agreement between the Owners and the Promoter, the Owners/Promoter have 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 Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (ix) The Owners/Promoter confirms that the Owners/Promoter are not restricted in any manner whatsoever from selling the Apartment to the Allottee in the manner contemplated in this Agreement;
- (x) At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Project Common Areas to the Association;
- (xi) The Larger Land is not the subject of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Larger Land.
- (xii) The Promoter has duly paid and shall continue to pay and discharge all government dues, rates, charges and taxes and other moneys, levies, impositions, damages and/or penalties and other outgoings whatsoever payable with respect to the Project to the competent authorities;
- (xiii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification has been received by or served upon the Owners/Promoter in respect of the Larger Land and/or the Project.
- (xiv) That the Larger Land is not a Wakf Property.

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

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

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Clause 7.1. 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 Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of default by the Promoter under the conditions listed above, Allottee is entitled

to the following:

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

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

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

- (i) In case the Allottee fails to make payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment/Agreement of the Apartment in favour of the Allottee and refund the money paid to the Promoter by the Allottee by deducting the Booking Amount, the interest liabilities and applicable statutory taxes, if any, and this Agreement shall thereupon stand terminated.

## **10. DEED OF CONVEYANCE OF THE APARTMENT:**

The Promoter, on receipt of complete amount of Total Price of the Apartment And Properties Appurtenant under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment within 3 (three) months from the issuance of the occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the 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 Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

## **11. MAINTENANCE OF THE APARTMENT/ PROJECT:**

11.1 The Allottee shall, as and when called upon by the Promoter, unconditionally execute, either personally or through a duly authorised Power of Attorney holder, all declarations, instruments, writings and/or forms required under the West Bengal Apartment Ownership

Act, 1972 (“**1972 Act**”), or any statutory modification or re-enactment thereof, or under any other applicable law, to enable the formation and registration of the following bodies:

- (i) an association of all allottees of the Project (Phase I), to be formed and registered for the purpose of owning, managing and maintaining the Project Common Areas and for representing the interests of all allottees of the Project under the 1972 Act (“**Project Association**”);
- (ii) a body comprising nominees nominated by the association of allottees of Phases I, II and V (Villa Phase), to be formed for the purpose of operating, managing and maintaining the Phase I, II and V (Villa) Exclusive Common Facilities, namely the Sewage Treatment Plant (STP), Underground Reservoir (UGR) and Rain Water Harvesting Tank (RWHT), together with their appurtenant service infrastructure (“**Phase I-II-V (Villa) Association**”); it is clarified that this body shall not be an association within the meanings of the West Bengal Apartment Ownership Act, 1972.
- (iii) an apex body to be formed and registered after completion of all the Phases on the Larger Land, consisting of the associations of all Phases (I through V (Villa)) as its constituent members (“**Federation**”). The Federation shall, upon transfer of ownership by the Promoter, own, hold and maintain the Shared Common Areas, including the Driveway, central gardens, recreational and service infrastructure and such other facilities as may be specified by the Promoter or required under applicable law.

It is clarified that:

- (i) The execution of such declarations, instruments or forms may be required physically or electronically, as may be permitted under applicable law;
- (ii) Any refusal, failure or delay on the part of the Allottee to execute the same shall not impede or invalidate the formation, registration or functioning of any of the above associations or the Federation, and the Allottee shall be deemed to have irrevocably consented to such formation and registration;
- (iii) The obligations contained in this clause shall bind the Allottee and the Allottee’s successors-in-interest, assigns and transferees of the Apartment and/or any proportionate interest in the Project Land; and

11.2 Upon completion of the respective phases of construction and in accordance with the sanctioned plans and applicable approvals, the Promoter shall cause the following transfers and handovers to be effected in the manner set out below:

- (i) *Transfer of Project Common Areas:* Within 3 (three) years from the date the Project (Phase I) receives occupancy certificate or equivalent approval by the competent authority, the Promoter shall transfer and convey, free of encumbrances but subject to the Promoter’s rights of maintenance, easement and access, all Project Common Areas to the Project Association, to be held, operated and maintained by such association for the benefit of all allottees of the Project;
- (ii) *Transfer of Phase I-II-V (Villa) Common Facilities:* Within 3 (three) years from the date the last of the Phases I, II and V (Villa) receives occupancy certificate or

equivalent approval by the competent authority and subject to commissioning and operational readiness of the Sewage Treatment Plant (STP), Underground Reservoir (UGR) and Rain Water Harvesting Tank (RWHT), the Promoter shall transfer and convey, likewise free of encumbrances but subject to reciprocal rights of use and maintenance, the said facilities (together with the land and service corridors appurtenant thereto) to a the Phase I–II–V (Villa) Association. The said association shall thereafter be responsible for the operation, management, upkeep and maintenance of the STP, UGR and RWHT, for the collective and proportionate benefit of the allottees of Phases I, II and V (Villa), in accordance with applicable law and the terms of its bye-laws;

- (iii) *Transfer of Shared Common Areas:* Upon completion of all the Shared Common Areas, the Promoter shall transfer and convey the same, together with the underlying land and installations, to the Federation (being the apex body comprising all phase-wise associations on the Larger Land), which shall thereupon own, hold and maintain the Shared Common Areas, including the Driveway, central gardens, recreational facilities, service infrastructure and all other shared facilities, subject to:
- (a) the Promoter’s perpetual rights of access, maintenance and connectivity; and
  - (b) the non-exclusive, perpetual right of passage in favour of the allottees of the Future Development Zones – East and North, as recorded in Recital E.

It is clarified that until such time as the relevant transfers under sub-clauses (i), (ii) and (iii) are completed, the Promoter shall continue to manage, maintain and operate the respective facilities at its discretion, and the allottees of the Project and other Phases shall be liable to bear their proportionate share of maintenance and operational costs as determined by the Promoter.

The 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 the allottees. The cost of such maintenance has been included, to the extent specified in clauses below, in the Total Price of the Apartment. Without prejudice to the generality of the foregoing, the Allottee agrees with the clauses below.

- 11.3 The Allottee’s liability to pay maintenance charges shall comprise payment of the respective Project Common Area Maintenance Charges, Phase I-II-V (Villa) Common Facilities Maintenance Charges and the Shared Common Area Maintenance Charges (collectively, the “**Aggregate Maintenance Charges**”). The Aggregate Maintenance Charges for the initial period of three (3) years from the Deemed Date of Possession are included in the Total Price of the Apartment. Thereafter, the Allottee shall be liable to pay the applicable monthly maintenance charges in advance by the 7<sup>th</sup> day of each month, without abatement or delay, to the entity then responsible for maintenance, as set out below.
- 11.4 Until the respective associations or the Federation are formed and the maintenance responsibilities handed over, the Promoter or its nominated agency shall operate and maintain the relevant facilities on a cost-plus basis to ensure reasonable return for the effort involved and shall collect the corresponding maintenance charges from the allottees. Upon formation of the relevant association or Federation:

- (i) the Project Association shall collect and apply the Project Common Area Maintenance Charges for Phase I;
  - (ii) the Phase I-II-V (Villa) Association shall collect and apply the Phase I-II-V (Villa) Common Facilities Maintenance Charges for the STP, UGR and RWHT; and
  - (iii) the Federation shall collect and apply the Shared Common Area Maintenance Charges for the Shared Common Areas, including the Driveway. The Project Association shall, as required, collect and remit to the other bodies the proportionate amounts of such charges payable by the allottees of the Project.
- 11.5 Till such time the respective Associations have taken over maintenance and management of the Common Areas, failure to pay the monthly Aggregate Maintenance Charges (for the respective Common Areas), electricity charges, diesel generator set usage charges and monthly subscription of the Club within due dates may result in withdrawal or restrictions or disconnections or discontinuation of the respective services to the Allottee and will make the Allottee liable to pay interest at the rate of 2% (two percent) per month on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment.
- 11.6 On or before taking possession of the Apartment, the Allottee shall pay to the Promoter an amount equivalent to one (1) year of Aggregate Maintenance Charges (“**Advance Maintenance Charges**”), which amount has been included in the Total Price of the Apartment. The Promoter shall hold and apply the Advance Maintenance Charges towards the maintenance, operation, security and upkeep of the Project Common Areas, the Phase I-II-V (Villa) Common Facilities and the Shared Common Areas, as the case may be, until the respective Associations or the Federation assumes management of those facilities. At the time of such handover, the Promoter shall transfer the unutilised balance of the Advance Maintenance Charges to the concerned Association or the Federation in a fair and equitable manner, after deducting (i) all expenditure actually incurred by it towards maintenance, management, security and operation of the Common Areas, and (ii) any unpaid maintenance dues of any allottee. The Promoter shall provide a statement of account of such deductions to the concerned Association or Federation at the time of transfer.
- 11.7 On or before taking possession of the Apartment, the Allottee shall further contribute an amount towards creation of a maintenance corpus / sinking fund (“**Corpus Fund**”) for meeting the cost of major repairs, replacement, renovation or reconstruction of the Project Common Areas, Phase I-II-V (Villa) Common Facilities and Shared Common Areas, as applicable. The Corpus Fund has been included in the Total Price of the Apartment and shall be held by the Promoter in trust for the benefit of all allottees of the Larger Land, without requiring express consent. The Promoter may invest the Corpus Fund in interest-bearing instruments in accordance with applicable law and shall hand over the accumulated balance (net of income tax and less any expenditure reasonably incurred for major repairs or capital replacements) to the respective Associations and the Federation, as applicable, at the time of transfer of maintenance responsibilities under Clause 11.2. All taxes, levies or duties applicable on the Corpus Fund shall be borne by the allottees.
- 11.8 All deposits of whatsoever nature made or to be made by the Allottee pursuant to or in terms of this Agreement are in the nature of transferable deposits and / or fund, which shall be held by the Promoter, free of interest and shall be made over by the Promoter to

the relevant Association after its formation, subject to deductions, if any, as ascertained by the Promoter.

**12. DEFECT LIABILITY:**

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

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

The Allottee hereby agrees to purchase the Apartment on the specific understanding that his/her/their right to the use of Tower Common Areas and Shared Common Areas shall be subject to timely payment of total maintenance charges specified in clause 11, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) in terms of clause 11 and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

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

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

**15. USAGE:**

**Use of Basement and Service Areas:** The basement and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking space and services including but not limited to electric sub-station, transformer, DG set rooms underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans ("**Service Areas**"). 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 Maintenance Company/Promoter/Association for rendering maintenance services.

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

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the

compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any signboard / nameplate, neon light, publicity material or advertisement material etc. on the face / facade of the Tower or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Tower. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Allottee is entering into this Agreement for the allotment of the Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project. 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 Apartment, all the requirements, requisitions, demands and repairs which are required by any Competent Authority in respect of the Apartment at its/his/her own cost.

**18. ADDITIONAL CONSTRUCTION:**

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

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

After the Promoter executes this Agreement, he 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.

**19. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**

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

**20. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and

delivers this Agreement with all the Schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or to appear before the concerned Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, shall be treated as cancellation of this Agreement by the Allottee without any default of the Promoter and in such case the provision of Clause 7.5 regarding termination, forfeiture and refund shall be applicable. It is made clear that in such case the Allottee shall not be entitled to any interest or compensation whatsoever.

**21. ENTIRE AGREEMENT:**

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

**22. RIGHT TO AMEND:**

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

**23. 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 Properties Appurtenant Thereto and the First Phase of the Project shall equally be applicable to and enforceable against any subsequent Allottee/s, in case of a transfer, the said obligations go along with the Apartment And Properties Appurtenant Thereto for all intents and purposes.

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

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

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

**25. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under

the Act or the Rules and the Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to confirm 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.

**26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THIS AGREEMENT:**

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

**27. FURTHER ASSURANCES:**

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

**28. PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter through it's authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee in Kolkata after the Agreement is duly executed by the Allottee. After execution this Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Kolkata.

**29. NOTICES:**

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

**For the Allottee:**

Name:

Address:

Contact No.:

**For the Owners:**

Name:

Address:

**For the Promoter:**

Name:

Address:

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

**30. JOINT ALLOTTEES:**

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

**31. 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 laws of India for the time being in force.

**32. DISPUTE RESOLUTION:**

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

**33. ADDITIONAL TERMS**

The additional terms and conditions as per the contractual understanding between the Parties are recorded hereunder from this clause 34 onwards (“**Additional Terms**”). However, it is expressly clarified that such Additional Terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder (“**Standard Terms**”). The Additional Terms either seek to clarify further the Standard Terms or make fair disclosure of the relevant, consequential and/or additional binding rights and obligations of the Promoter and the Allottee which shall apply in addition to the Standard Terms. If relating to a subject matter there arises any inconsistency between the Standard Terms and the Additional Terms, both the terms should be read harmoniously and in a way that allows them to coexist and be given effect, rather than rendering one provision redundant or ineffective.

**34. RECITALS INTEGRAL PART**

The recitals of this Agreement form an integral part of this Agreement.

**35. CAR PARKING SPACES IN PODIUMS**

36.1 It is clarified that the exclusive right to park vehicles in designated car parking spaces (“**Parking Spaces**”) in the podiums of the Towers in the Project (collectively, the “**Podiums**”) have been granted by the Promoter under this Agreement for facilitating the smooth functioning and beneficial use and enjoyment of Parking Spaces. The Allottee

understands and agrees that in the absence of such earmarking of Parking Spaces, the use of the Parking Spaces would result in disharmony and periodical disputes amongst the allottees/lawful occupants of the various apartments in the Project. In view of the same the Allottee shall be deemed to have irrevocably authorized the Promoter to earmark Parking Spaces to the allottees at the sole discretion of the Promoter in the mutual interest of one and all in order to maintain peace, cordiality and harmony amongst the allottees of the Project. The Promoter, however, while allotting Parking Spaces in the Podiums, will allot Parking Space to an allottee on first-come-first-served basis. The Allottee agrees acknowledges and understands that during construction phase of the Project, the location of the allotted Parking Space might get altered for reasons beyond the control of the Promoter and as such the Parking Space allotted to the Allottee under this Agreement as described in paragraph H of the recitals shall for all purposes remain provisional and shall be finalised on or before handing over of the possession of the Apartment to the Allottee. The Allottee further declares that the Allottee shall be bound by such earmarking of Parking Spaces and will not question the authority of the Promoter in doing so and further desist from making any issue or claims in respect thereto. The Allottee shall not have the right to put up any construction in the Parking Spaces or enclose the same or use/convert it for any purpose other than as for parking of vehicles at the designated space more fully described in paragraph H of the recitals. The Allottee on earmarking of the Parking Spaces by the Promoter, shall not have any such power or authority to transfer the same separately other than with the Apartment allotted. In case of transfer of Apartment by the Allottee, the exclusive parking right in respect of the designated Parking Space shall stand automatically transferred along with the Apartment.

### 36.2 **Retention and Allocation of Unallotted Parking Spaces**

The Allottee acknowledges and agrees that if any car parking spaces which remain unallotted to any of the Allottees of the Project (“**Unallotted Parking**”), shall be retained exclusively by the Promoter as the property of the Promoter. The Promoter shall have the absolute right, title, and authority to hold, retain, manage, deal with, allot, transfer, lease, or sell such Unallotted Parking, at its sole discretion, to any allottees within the Project, on such terms and conditions as it may deem fit without having any obligations to grant any preference to allottees of any of the Phases. The Allottee expressly agrees that he shall have no claim, right, or objection of any nature whatsoever in respect of such Unallotted Parking or the Promoter’s exercise of its rights in relation thereto. The Promoter shall not be under any obligation to allot or assign any of the Unallotted Parking to the Allottee, unless the same has been specifically agreed to in writing and paid for separately by the Allottee. It is further clarified that the right to use or occupy any parking space shall not be deemed to form part of the Apartment unless such right is expressly conveyed under this Agreement. This provision shall survive the execution of this Agreement and the conveyance of the Apartment to the Allottee and respective Common Areas to the relevant Association, and shall be binding upon the Allottee, his heirs, successors, legal representatives, and assigns.

### **RIGHT IN SHARED COMMON AREAS**

With respect to Recital F, it is clarified that the allottees of Phase I, II, III, IV and V (Villa) Projects shall have common perpetual non-exclusive right to use the Shared Common Areas and none of the Phases shall have the right to claim any exclusivity thereof.

## 36. **THE CLUB**

38.1 The Allottee agrees acknowledges and understands the provisions contained below.

Each Phase of the Project shall have a Club and the Promoter will be developing the Club(s) for use of all the allottees/owners/lawful occupants of the Complex. The club facilities of Phase I-II-V (Villa) shall form a part of the I-II-V (Villa) Common Facilities. The Total Price includes a sum of Rs [ ]/- (Rupees [ ]) calculated at the rate of Rs [ ]/- (Rupees [ ]) per square feet of carpet area of the Apartment as the Club Development Charges. The Allottee will be entitled to use the Club after full and final payment of the Total Price is done by the Allottee. Till such time the Shared Common Areas are taken over by the Federation (defined in clause 11.1.(iii)), the Club shall be managed by the Promoter either by itself or through its nominee(s). Membership of the respective Club(s) shall be mandatory and compulsory for all the allottees of the Project and the Complex.

- 38.2 The Allottee, his/her spouse, parents and dependent and independent children shall be entitled use the Club facilities. The tenant or lessee or licensee/ or lawful occupant of the Allottee may use the Club facilities on written confirmation of the Allottee and on payment of monthly subscription only. The Allottee may also request for additional membership for family members, other than spouse and dependent children of the Allottee who is/are lawful occupant(s) of the Apartment (“**Additional Member**”) which may be permitted by the Promoter/Apex Body, subject to confirmation from the Allottee and on payment of the additional membership charges as may be decided by the Promoter or the Federation I, as the case may be.
- 38.3 The allottees under the category of a body corporate or a partnership firm or a HUF or any other association of persons will be required to nominate the occupier of their allotted Apartments as the member of the Club.
- 38.4 Some of the facilities at the Club shall be available to the allottees on “pay by use” basis. If the allottees bring guests to use the Club facilities, they will be required to pay additional guest charges, and this will be governed by the rules and regulations of the Club.
- 38.5 In case the Apartment is transferred by the Allottee, the membership of the Club will automatically stand transferred to the transferee of the Apartment and the transferor and any Additional Member(s), approved/ confirmed user by the said transferor will automatically cease to be member/Additional Member(s) of the Club. In case, the member becomes bankrupt or insolvent, or makes any compromise arrangement with his creditors, or does or suffers any act or thing whereby the member becomes liable to the provisions of bankruptcy or insolvency laws for the time being in force, or have been adjudged bankrupt or insolvent, the Club membership would cease to exist.
- 38.6 Detailed terms and conditions of the Club membership, different charges and rules and regulations governing the usage of the Club will be formulated in due course and circulated to all the members and the same will be binding on all the members (including Additional Members). After the Shared Common Areas of the Complex are handed over to the Federation I, the Federation I may adopt the rules and the bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by it.

### 37. DOCUMENTATION

With respect to clause 1.2, the Allottee will be required to pay to the Promoter Rs [ ] (Rupees [ ]) as the charges for documentation. The documentation charges will be part of the Total Price as mentioned in the clause 1.2 hereto.

The deed of conveyance and all other papers and documents in respect of the Apartment

and the Project shall be prepared and finalized by the Advocate(s) appointed by the Promoter and the Allottee has agreed and undertaken to accept and execute the same within 15 (fifteen) days of being required by the Promoters after complying with all obligations that are necessary for the same. In default, the Allottee shall be responsible and liable for all losses and damages that the Promoters may suffer.

### **38. RECIPROCAL USE OF DRIVEWAY AND LIABILITY FOR MAINTENANCE**

- 40.1 The Allottee acknowledges that the Driveway, as shown in [Red] on the Scheme Plan (Annexure [ ]), forms part of the Shared Common Areas of the Larger Land and is intended to be extended through the Future Zone (East) and Future Zone (North) to connect two public roads, thereby serving as a continuous access corridor for the developments on both sides.
- 40.2 The allottees of the Future Zone (East) and Future Zone (North) shall, upon development of those projects, have a perpetual, non-exclusive right of passage over that portion of the Driveway situated within the Larger Land, subject to payment of proportionate maintenance charges to the Federation (or such agency as may then be maintaining the Driveway). Correspondingly, the allottees of the Larger Land Phases (I to V (Villa)) shall have a reciprocal, non-exclusive right of passage over the extended portions of the Driveway lying within the Future Zones, and shall likewise be liable to pay proportionate maintenance charges for use thereof, as determined by mutual agreement between the Federation and the corresponding association(s) of the Future Zones.
- 40.3 The maintenance, repair and management of the Driveway, including its extended portions through the Future Zones, shall be carried out in coordination between the Federation and the association(s) of the Future Zones, acting collectively or through any joint arrangement mutually agreed between them, so as to ensure uniform upkeep and safety standards throughout the entire length of the Driveway.
- 40.4 The cost of maintenance and repair of the Driveway shall be shared proportionately between (i) the allottees of the Larger Land Phases through the Federation, and (ii) the allottees of the Future Zones through their respective association(s), in proportion to the aggregate carpet area of the respective developments, unless otherwise agreed in writing between the parties or their associations.
- 40.5 It is clarified that such reciprocal rights of use and liability for maintenance shall be perpetual and non-exclusive in nature and shall run with the land, binding upon all allottees, associations, transferees and successors-in-interest of the Larger Land and the Future Development Zones.

### **39. ASSOCIATIONS**

- 41.1 All papers and documents relating to the formation of the Associations shall be prepared and finalized by the Promoter and the Allottee hereby consents to accept and sign the same.
- 41.2 The employees of the maintenance agency, if any, for the common purposes such as watchmen, security staff, caretaker, liftmen, sweepers, etc. shall be employed and/or absorbed in the employment of the relevant Association with continuity of service on the same terms and conditions of employment subsisting with the maintenance agency and the Allottee hereby consents to the same and shall not be entitled to raise any objection thereto.

- 41.3 All costs, charges and expenses relating to the formation and functioning of the relevant Association shall be borne and paid by all the allottees of the relevant Phase all the Phases, as the case may be, including the Allottee herein.

#### 40. COMMON RULES:

Till such time the Promoter has to regulate the use, maintenance and management of the respective Common Areas, the rules / bye-laws for such use, maintenance, management and operation shall be framed by the Promoter and thereafter, on formation of the respective Associations, such Associations with such restrictions as may be necessary for proper maintenance and such rules/bye-laws shall always be framed subject to the following restrictions:

- (i) *Balconies/Terrace*: The balconies in the Apartment shall always remain to be balcony and the Allottee shall not glaze/grill/cover the same so as to enclose the space or to disturb the aesthetics of the Tower. The Allottee shall not interfere with the elevation/facade of the Tower. The Allottee shall maintain the design intent of the architects.
- (ii) *Transformer charges*: The Allottee shall pay a sum of Rs [ ]/- (Rupees [ ]) calculated at the rate of Rs [ ]/- (Rupees [ ]) per square feet of super built up area of the Apartment as charges for installation of Transformer / Sub-Station / Electrical infrastructure with the Complex.
- (iii) *Diesel Generator Power Backup*: Provision has been made for the installation of diesel generator ("DG") for power backup to run the basic facilities at the Project. In addition to that, DG back up facility is also being made available for every apartment. The allocated DG load and charges which will be payable by the Allottee on or before possession of their Apartment is included in the Total Price.
- (iv) *Insurance*: In accordance with Section 16 of the Act, the Promoter shall obtain all such insurances in respect of the Project as may be notified by the Government of West Bengal, subject to availability, and shall pay the premium and charges in respect of such insurances till the Project Common Areas are handed over to the Project Association.
- (v) *Telecom Connectivity*: The Promoter shall, provide connectivity of various telecom/ high speed broadband/ other similar telecom and IT facilities and/or may enter into agreement /contract (on such terms and conditions and for such period as the Promoter shall decide) with various service providers of its choice for providing these services and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or covered or both) earmarked/demarcated by the Promoter within the Project/Complex and which would be declared to be common facilities by the Promoter for the Complex. These contracts/agreements, if any, entered into by the Promoter shall be continued for the period of validity of these contracts/ agreements by the Federation I, which will take over the maintenance and management of Shared Common Areas and thereafter, it may be renewed on terms and conditions as may be decided by the Federation.
- (vi) *Unrestricted access*: The Promoter (or its nominated agency) or the Federation shall have rights of unrestricted access to all Common Areas within the Project and Shared Common Areas for providing necessary maintenance services and the Allottee agrees to permit either of them to enter into the Apartment or any part thereof, after due

notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect. The Project Association shall also have the same unrestricted access entitlement with respect to the Common Areas within the Project and the Apartment of an allottee, including the Allottee, which the Allottee hereby confirms.

#### **41. AMENDMENT OF MASTER PLAN**

With respect to Recital H, Clause 1.6 and Clause 6, the Allottee acknowledges that the Project and the Complex are to be constructed based on an integrated, indivisible Master Plan sanctioned by [ ] on [ ] vide building permit number [ ] for the entire Larger Land, subject only to legally permitted modifications. By signing this Agreement, the Allottee irrevocably authorizes the Promoter (and its assigns or nominees) to make any changes, modifications, or additions to the sanctioned plan, layout, specifications, without causing any major change or modification of the Project or Project Common Areas, without needing further consent. The Promoter is also empowered to execute all necessary documents on behalf of all allottees to obtain approvals for such changes. Furthermore, the Allottee understands that during construction, the sanctioned plan may require re-validation or re-sanctioning, which could involve modifications to better suit allottee needs or optimize available or additional FSI, without adversely affecting the Allottee's rights or interests. The Allottee expressly consents to such changes.

#### **42. POSSESSION, FITTINGS & FIXTURES**

44.1 In relation to Clause 7.3 of this Agreement, the Allottee agrees, acknowledges and understands that in case the Allottee fails to respond and/or neglects to take possession of the Apartment within the Possession Date (*defined in clause 7.2*), then, the Allottee shall pay to the Promoter a guarding/holding charges at the rate of Rs. [ ] /- (Rupees [ ] only) per month. Apart from guarding/holding charges, the Allottee, on and from Deemed date of Possession (*defined in clause 7.3*) shall continue to be liable to pay maintenance charges as applicable as specified in Clause 7.3 above and all other outgoings as mentioned in this Agreement.

44.2 With respect to Clause 7.1, the Allottee acknowledges that the entire Project Common Areas will be fully ready for use only after the completion of all [ ] Towers. However, if the relevant authorities issue a partial or tower-wise completion certificate for specific Tower(s), along with partial completion of the Project Common Areas, the Promoter will hand over possession of the Apartment to the Allottee based on such certificates. For this purpose, any partial or tower-wise completion certificate issued by the authorities for a particular Tower(s) will be deemed as the completion certificate for that Tower(s). Since the Project is a large-scale development, tower-wise or partial completion certificates may be granted at different times for different Towers. The Allottee(s) will receive possession of its Apartment accordingly, while construction on the remaining Towers continues until the final completion certificate is obtained for the last Tower. The Allottee understands that ongoing construction activities may cause noise, within limits set by the WBPCB, as well as vehicle movements for material handling, which may result in unavoidable inconveniences. The Promoter shall not be held responsible for such disturbances.

44.3 The fittings and fixtures installed in the Apartment and throughout the Project are supplied by various vendors, each providing their own guarantee and warranty periods. The Allottee understands that upon taking possession of the Apartment, these fittings and fixtures are covered under the respective suppliers' guarantees and warranties. Therefore, for any

defects, breakages, or malfunctions, the Allottee should directly contact the suppliers or their authorized representatives, as they are entitled to the back-to-back warranties offered by these vendors. Contact details of the respective suppliers, along with photocopies of the guarantee and warranty documents, will be provided to the Allottee.

- 44.4 Except those provided by the Promoter, all fit-outs to be put-up, erected and installed at or inside the Apartment including the interior decoration shall be done and completed by the Allottee at its own costs and expenses. In doing and carrying out the said fit-out works, the Allottee shall be obliged to do all works in a good and workman-like manner and without violating any Applicable Laws, rules or regulations of the Municipal Authority, National Building Code and Fire Safety laws and Rules and others and with minimum noise and without causing any disturbance or annoyance to the other allottees/occupiers. The Allottee shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the fit-out/ interior works. The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in any way damage or destroy the beams and columns on the floor and ceiling of the Apartment. The Allottee shall be responsible for all consequences, loss of life and property, damages or accidents that may occur due to breach or default on the part of the Allottee while carrying out any fit-out or other activity.
- 44.5 In relation to clause 16, it is hereby clarified that the Allottee agrees and undertakes that on receipt of possession, the Allottee shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Promoter/Associations and without causing any disturbance, to the other allottees of the Tower. Without prejudice to the aforesaid, if the Allottee makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Apartment or the Project or the Tower, the Promoter/Association shall be entitled to call upon the Allottee to rectify the same and to restore the same to its original condition within 30 (thirty) days from the date of intimation by the Promoter/Association in that behalf. If the Allottee does not rectify the breach within such period of 30 (thirty) days, the Promoter/Project Association may carry out necessary rectification/restoration to the Apartment or the Project or the Tower (on behalf of the Allottee) and all such costs/charges and expenses incurred by the Promoter/Project Association shall be reimbursed by the Allottee.

### **43. DEFECT LIABILITY**

In relation to clause 12 of the Agreement, it is hereby expressly and unequivocally agreed between the Parties as follows:

- (i) The Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter.
- (ii) Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, (which inspection Promoter shall be required to complete within 15 (fifteen) days of receipt of the notice from the Allottee) alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause 12

hereinabove and the Allottees shall not be entitled to any cost or compensation in respect thereof.

- (iii) The Allottee further specifically agrees and understands that the responsibility of the Promoter shall not cover defects, damages, or malfunctions resulting from:
  - (a) misuse or negligent use;
  - (b) unauthorised modifications or repairs done by the Allottee(s) or its nominee(s)/agents;
  - (c) cases of force majeure;
  - (d) failure to maintain the amenities/equipment's and accidents;
  - (e) It is understood further by the Parties that the Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Promoter that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in the Apartment and the Common Areas wherever applicable. The Allottee has been made aware and the Allottee also expressly agrees that the regular wear and tear of the Apartment excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- (iv) The Allottee also agrees and confirms that the decision of the Promoter's architect shall be final in deciding whether there is any actual structural defect in the apartments buildings/wings or defective material being used or regarding workmanship, quality or provision of service.

#### 44. CANCELLATION OF ALLOTMENT

- 46.1 In relation to clause 7.5 of the Agreement, the Allottee agrees, acknowledges and understands that no such right of cancellation without any default on the part of the Promoter shall be exercised if on the date when the Allottee so expresses his intent to cancel this Agreement, the total price then prevailing for transfer of an Apartment in the First Phase of the Project is not less than the Total Price payable by the Allottee under this Agreement, and the Allottee agree(s) and undertake(s) that the decision of the Promoter in this regard shall be final and binding on the Allottee. It is further clarified that in the case of any such cancellation having been accepted by the Promoter, the Promoter herein, will, in addition to forfeiting the booking amount, shall also forfeit all interest liabilities of the Allottee accrued till the date of cancellation, the stipulated charges on account of dishonour of cheque(s), if any, and all amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities ("**Cancellation Charges**") and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation, after deduction of applicable taxes

paid on such amount by the Promoter. Nothing contained in Clause 7.5 and this clause shall preclude the Promoter to avail the remedies under the Act against such proposed cancellation by the Allottee.

- 46.2 It is clarified that in the event of cancellation by either of the Parties, the fees and expenses relating to this Agreement including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, brokerage etc. and all amounts collected as taxes, charges, levies, cess, assessments and Impositions deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.
- 46.3 In respect of clause 9.3 of the Agreement, the Allottee expressly acknowledges understands and agrees that in the event of cancellation or termination of the allotment of the Apartment (and this Agreement) in terms of this Agreement by the Promoter or the Allottee, as the case may be, the Promoter shall be at liberty to execute, present for registration and register a deed of cancellation and the Allottee shall cease to have any right title interest whatsoever in the Apartment or Tower or Project or the Common Areas on and from the date of expiry of the period mentioned in the notice of cancellation or termination issued by the Promoter or the Allottee, as the case may be. The Allottee further hereby expressly agrees that, simultaneously with the execution and registration of this Agreement, the Allottee shall grant a specific irrevocable power of attorney in favour of the Promoter, granting power to the Promoter to execute and present for registration on his/her behalf the Deed of Cancellation in respect of the Apartment. The power will however be invoked by the Promoter, only in case of default in terms of clause 9.3 above and the Allottee does not cooperate and present himself/herself for execution and registration of the Deed of Cancellation as aforesaid.

#### **45. TAXES AND OUTGOINGS**

- 47.1 The Allottee binds himself and covenants to bear and pay and discharge the following amounts, taxes, expenses and outgoings ("**Taxes and Outgoings**"):
- (i) property tax and/or Municipal rates and/or other taxes/levies and water tax, (if any,) assessed on or in respect of the Apartment and Parking Space (if any) and/or any other component related to the Apartment directly to the statutory authority concerned; provided that so long as the same is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Promoter/maintenance agency/Associations the proportionate share of all such rates and taxes.
  - (ii) charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the Apartment against demands made by the concerned authorities and/or the Promoter/Maintenance Agency/Associations and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Apartment or any part thereof, wholly and if in common with the other allottees, proportionately to the Promoter/Maintenance Agency/Association or the appropriate authorities as the case may be.
  - (iii) proportionate share of all common expenses to the Promoter/Maintenance Agency/respective Association/Federation, from time to time payable for the Common Areas. The rates of the common expenses shall be subject to revision from time to time as be deemed fit and proper by the Promoter/Maintenance Agency/

Association/Federation at its sole and absolute discretion after taking into consideration the common services provided.

- (iv) parking facility maintenance charges for Parking Spaces to be decided later by the Promoter and/or the Project Association.
  - (v) proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Allottee.
  - (vi) Goods and Service Tax and all other overheads in respect of the aforesaid outgoings and taxes payable by the Allottee as per prevalent rates.
  - (vii) all penalty surcharge, interest, costs, charges and expenses together with applicable taxes arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates, taxes, impositions and/or outgoings proportionately or wholly as the case may be.
  - (viii) the liability of the Allottee to pay the aforesaid Taxes and Outgoings shall accrue with effect from the Deemed Date of Possession.
- 47.2 In respect of sub-clause (xi) of clause 8 of the Agreement, it is clarified that the Owners and the Promoter shall continue to pay and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authority till the completion certificate or partial completion certificate, as the case may be, has been issued and possession of Apartment along with Project Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Project Association, as the case may be. To enable the Promoter to pay the dues mentioned above, the Allottee hereby undertakes to discharge his legal obligation to pay such dues to the Promoter under section 19(6) of the Act.

#### **46. PUBLICITY RIGHTS**

The Promoter shall be entitled at all times to install, display and maintain its name and/or logo on the roof (including common roof area) of the Towers, the Project and/or other areas in the Larger Land by putting up hoardings, display signs, neon signs, lighted displays, etc. and all costs regarding the same shall form part of common expenses and no one including the Allottee and the Associations shall be entitled to object or to hinder the same in any manner whatsoever.

#### **47. TRANSFER OF ALLOTMENT / APARTMENT**

- 49.1 Until a deed of conveyance is executed in favour of the Allottee, the Allottee shall not be entitled to mortgage and/or encumber and/or sale and/or nominate and/or alienate and/or dispose of or deal in any manner whatsoever with the Apartment and/or any portion thereof and/or any right therein and/or any rights and entitlements under this Agreement (“**Alienation**”) except for the purpose of housing loan in terms of this Agreement unless all the following conditions are complied with:-

- (i) A minimum period of 24 (twenty four) months have passed from the date of this Agreement.

- (ii) There is no default whatsoever by the Allottee in compliance with and/or performance of any of the Allottee's covenants, undertakings and obligations under this Agreement or otherwise.
  - (iii) The Allottee has made full payment of the amount due or payable till the time of such Alienation including interest and penalties, if any.
  - (iv) The Allottee has made payment to the Promoter a sum calculated sum of 2% (two percent) of the Total Price on account of nomination charges of the Apartment or such further sum as may be decided by the Promoter as transfer charges (hereinafter referred to as "the **Transfer Charges**"). The Allottee shall also pay the applicable Goods and Services Tax thereon, if any.
  - (v) Prior consent in writing needs to be obtained from the Promoter regarding the proposed Alienation.
  - (vi) Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee because of higher market valuation as per the registration authorities on the date of nomination, shall be compensated by the Allottee paying to the Promoter agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time. Such amount shall be payable by the Allottee on or before the nomination.
- 49.2 After the execution and registration of the proposed deed of conveyance, the Allottee may sell and transfer the Apartment subject to the following conditions:
- (i) The Apartment shall be one lot and shall not be partitioned or dismembered in parts. In case of sale in favour of more than one purchaser(s), the same shall be done in their favour jointly and in undivided shares.
  - (ii) The sale of the Apartment by the Allottee shall not be in any manner inconsistent with this Agreement and/or the proposed deed of conveyance and the covenants contained herein and/or the proposed deed of conveyance shall run with the land and/or transfer. The person(s) to whom the Allottee may transfer the Apartment shall be bound by the same terms, conditions, agreements, covenants, stipulations, undertakings and obligations as are applicable to the Allottee by and under Applicable Law and/or by virtue of this Agreement and/or the proposed deed of conveyance.
  - (iii) All the dues including outstanding amounts, interest, Aggregate Maintenance Charges, electricity charges, property and other taxes etc. relating to the Apartment payable to the Promoter/Maintenance Agency/Associations, statutory authority and other concerned persons/entities are paid by the Allottee in full prior to the proposed deed of conveyance. Such dues, if any, shall in any event, run with such proposed deed of conveyance.
- 49.3 The Allottee agrees acknowledges and understands that upon execution and registration of the Deed of Conveyance in favour of the Allottee by the Promoter/Owners, the Allottee shall alone remain responsible to mutate his/her name in the records of the municipality concerned and the Promoter shall have no responsibility or liability in this regard.

#### 48. TAX DEDUCTION AT SOURCE

The Tax Deductible at Source (“TDS”) under section 194 IA of the Income Tax Act, 1961 shall, if applicable, be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law. The Promoter or the Owners shall not be liable in any manner whatsoever in case of default on the part of the Allottee in depositing such TDS.

## SCHEDULE A

### [DESCRIPTION OF OWNERS]

Sl. No.	Owners
1	<b>UMESH KYAL</b> , son of Late Govind Ram Kyal, by faith Hindu, by occupation Business, nationality Indian, residing at 30C, South End Park, Post Office Sarat Bose Road, Police Station Rabindra Sarabar (formerly Lake), Kolkata-700029 [PAN AGCPK9667R] [Aadhaar No. 3221 6780 6519] (“Owner 1”)
2	<b>UMA KYAL</b> , wife of Umesh Kyal, by faith Hindu, by occupation Business, nationality Indian, residing at 30C, South End Park, Post Office Sarat Bose Road, Police Station Rabindra Sarabar (formerly Lake), Kolkata-700029 [PAN ABDPK2889B] [Aadhaar No. 7198 7662 5923] (“Owner 2”)
3	<b>ANURAG KYAL</b> , son of Umesh Kyal, by faith Hindu, by occupation Business, nationality Indian, residing at 30C, South End Park, Post Office Sarat Bose Road, Police Station Rabindra Sarabar (formerly Lake), Kolkata-700029 [PAN AGIPK4906H] [Aadhaar No. 5217 2735 8314] (“Owner 3”)
4	<b>SWETA KYAL</b> , wife of Anurag Kyal, by faith Hindu, by occupation Business, nationality Indian, residing at 30C, South End Park, Post Office Sarat Bose Road, Police Station Rabindra Sarabar (formerly Lake), Kolkata-700029 [PAN AFXPG8803P] [Aadhaar No. 2440-3320-0783] (“Owner 4”)
5	<b>UMESH KYAL &amp; OTHERS [HUF]</b> , [PAN AAAHU2146P], a hindu undivided family, represented by its Karta Umesh Kyal, son of Late Govind Ram Kyal, by faith Hindu, by occupation Business, nationality Indian, residing at 30C, South End Park, Kolkata-700029 [PAN AGCPK9667R] [Aadhaar No. 3221 6780 6519] (“Owner 5”)
6	<b>ANURAG KYAL HUF</b> , [PAN AALHA4202P], a hindu undivided family, represented by its Karta Anurag Kyal, son of Umesh Kyal, by faith Hindu, by occupation Business, nationality Indian, residing at 30C, South End Park, Kolkata-700029 [PAN AGIPK4906H] [Aadhaar No. 5217 2735 8314] (“Owner 6”)
7	<b>SEEMA KYAL</b> , wife of Balkrishan Kyal, by faith Hindu, by occupation Business, nationality Indian, residing at 30C, South end Park, Post Office Sarat Bose Road, Police Station Rabindra Sarabar (formerly Lake), Kolkata-700029 [PAN ADPPD3013J] [Aadhaar No. 6735 3975 9286] (“Owner 7”)
8	<b>BALKRISHAN KYAL</b> , son of Late Govindram Kyal, by faith Hindu, by occupation Business, nationality Indian, residing at 30C, South end Park, Post Office Sarat Bose Road, Police Station Rabindra Sarabar (formerly Lake), Kolkata-700029 [PAN ABDPK2892E] [Aadhaar No. 2627-7669-6204] (“Owner 8”)
9	<b>BALKRISHAN KYAL &amp; OTHERS HUF</b> , [PAN AACHB2734G], represented by its Karta <b>Balkrishan Kyal</b> , son of Late Govind Ram Kyal, by faith Hindu, by occupation Business, nationality Indian, residing at 30C, South end Park, Kolkata-700029 [PAN ABDPK2892E] [Aadhaar No. 2627 7669 6204] (“Owner 9”)

10	<b>PRITI KYAL</b> , wife of Rishi Kyal, by faith Hindu, by occupation Business, nationality Indian, residing at 30C, South End Park, Post Office Sarat Bose Road, Police Station Rabindra Sarabar (formerly Lake), Kolkata-700029 [PAN <b>AJKPK7575P</b> ] [Aadhaar No. <b>8175 1883 0898</b> ], (“Owner 10”)
11	<b>RISHI KYAL</b> , son of Balkrishan Kyal, by faith Hindu, by occupation Business, nationality Indian, residing at 30C, South End Park, Post Office Sarat Bose Road, Police Station Rabindra Sarabar (formerly Lake), Kolkata-700029 [PAN <b>AFTPK7464G</b> ] [Aadhaar No. <b>6009 1283 0434</b> ], (“Owner 11”)
12	<b>UNNATH KYAL</b> , son of Rishi Kyal, by faith Hindu, by occupation Business, nationality Indian, residing at 30C, South End Park, Post Office Sarat Bose Road, Police Station Rabindra Sarabar (formerly Lake), Kolkata-700029 [PAN <b>IANPK7176J</b> ] [Aadhaar No. <b>7348-3834-3751</b> ] (“Owner 12”)
13	<b>RISHI KYAL HUF</b> , [PAN <b>AAFHR7188R</b> ], a hindu undivided family, represented by its Karta Rishi Kyal, son of Balkrishan Kyal, by faith Hindu, by occupation Business, nationality Indian, residing at 30C, South End Park, Kolkata-700029 [PAN <b>AFTPK7464G</b> ] [Aadhaar No. <b>6009 1283 0434</b> ] (“Owner 13”)
14	<b>RAHUL KYAL</b> , son of Balkrishan Kyal, by faith Hindu, by occupation Business, nationality Indian, residing at 30C, South End Park, Post Office Sarat Bose Road, Police Station Rabindra Sarabar (formerly Lake), Kolkata-700029 [PAN <b>AGHPK1359F</b> ] [Aadhaar No. <b>7487 0793 4912</b> ] (“Owner 14”)
15	<b>SAKSHI KYAL</b> , wife of Rahul Kyal, by faith Hindu, by occupation Business, nationality Indian, residing at 30C, South End Park, Kolkata-700029 Post Office Sarat Bose Road, Police Station Rabindra Sarabar (formerly Lake), [PAN <b>APKPK3417Q</b> ] [Aadhaar No. <b>3007 7888 5993</b> ] (“Owner 15”)
16	<b>RAHUL KYAL HUF</b> , [PAN <b>AAPHR7018J</b> ], a hindu undivided family, represented by its Karta Rahul Kyal, son of Balkrishan Kyal, by faith Hindu, by occupation Business, nationality Indian, residing at 30C, South end Park, Kolkata-700029 [PAN <b>AGHPK1359F</b> ] [Aadhaar No. <b>7487 0793 4912</b> ] (“Owner 16”) and
17	<b>GOVINDRAM KYAL &amp; OTHERS HUF</b> , [PAN <b>AABHG6891A</b> ], a hindu undivided family, represented by its Karta Balkrishan Kyal, son of Late Govindram Kyal, by faith Hindu, by occupation Business, nationality Indian, residing at 30C, South end Park, Kolkata-700029 [PAN <b>ABDPK2892E</b> ] [Aadhaar No. <b>2627 7669 6204</b> ] (“Owner 17”)
18	<b>KYAL DEVELOPERS PRIVATE LIMITED</b> [PAN: <b>AABCK3070E</b> and CIN: <b>U70109WB1995PTC076151</b> ], a company incorporated under the provisions of the Companies Act, 2013 having its registered office Premises No.122/1R, Satyendra Nath Majumder Sarani, 4 <sup>th</sup> Floor, Post Office Kalighat, Police Station Tollygunge, Kolkata 700026, hereinafter referred to as <b>Developer</b> represented by its Director <b>UMESH KYAL</b> , son of Late Govind Ram Kyal, by faith Hindu, by occupation Business, nationality Indian, residing at 30C, South End Park, Post Office Sarat Bose Road, Police Station Rabindra Sarabar (formerly Lake), Kolkata-700029 [PAN <b>AGCPK9667R</b> ] [Aadhaar No. <b>3221 6780 6519</b> ] (“Owner 18”)

## **SCHEDULE B**

### **PART I**

#### **[DESCRIPTION OF LARGER LAND]**

ALL THAT pieces and parcels of Bastu/ Bastu Commercial land admeasuring 1876 (One Thousand Eight Hundred Seventy Six) decimals, more or less, comprised in R.S. Dag Nos. 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120 & 121 corresponding to L.R. Dag Nos. 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 83, 84, 85, 86, 87, 88, 89, 93, 90, 91, 92, 94, 95, 96, 97, 100, 98, 99, 102, 101, 104, 103, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114 & 115 respectively, R.S. Khatian Nos. 654, 367, 555, 532, 615, 661, 223, 643, 132, 128, 184, 185, 181, 562, 182, 186/1, 512, 391, 416, 403, 629, 188, 189, 630, 521, 629, 630, 187, 409, 557, 391, appertaining to several L.R. Khatian Nos. 4105, 4106, 4119, 4120, 4121, 4122, 4176, 4177, 4205, 4276, 4277, 4331, 4351, 4352, 4353, 4354, 4355, 4356, 4357, 4404, 4405, 4408, 4418, 4419, 4625, 4626, 4628, 4632, 4761, 4768, 4769, 4770, 4771, 4772, 4773, 4774, 4775, 4776, 4777, 4778, 4779, 4780, 4781, 4782, 4783, 4784, 4785, 4786, 4787, 4788, 4795, 4972, 4974, 4780, 4978, 4961, 4962, 4963, 4964, 4965, 4966, 4967, 4968, 4969, 4970, 4971, 4972, 4974, 4975, 4978 and 5319, situate at Mouza Jirangacha, J. L. No. 25, Police Station Kashipur (formerly Bhangar), within the ambit of Bhagabanpur Gram Panchayat, District South 24 Parganas.

and butted and bounded as follows:

**ON THE NORTH:**

**ON THE EAST:**

**ON THE WEST:**

**ON THE SOUTH:**

### **PART II**

#### **[DESCRIPTION OF PROJECT LAND]**

**ALL THAT** the piece and parcel of land containing an area of [ ] acres more or less equivalent to [ ] decimals comprised in LR Dag Nos. [ ], lying and situate at Mouza [ ], J.L. No. [ ], Police Station [ ] within the local limits of [ ] Municipality / Gram Panchayat, under the jurisdiction of Additional District Sub-Registrar Rajarhat, New Town, District North 24 Parganas, PIN [ ] and butted and bounded as follows:

**ON THE NORTH:**

**ON THE EAST:**

**ON THE WEST:**

**ON THE SOUTH:**

**PART III**

**[DESCRIPTION OF DRIVEWAY LAND]**

**ALL THAT** the piece and parcel of land containing an area of [ ] acres more or less equivalent to [ ] decimals comprised in LR Dag Nos. [ ], lying and situate at Mouza [ ], J.L. No. [ ], Police Station [ ] within the local limits of [ ] Municipality / Gram Panchayat, under the jurisdiction of Additional District Sub-Registrar Rajarhat, New Town, District North 24 Parganas, PIN [ ] and butted and bounded as follows:

**ON THE NORTH:**

**ON THE EAST:**

**ON THE WEST:**

**ON THE SOUTH:**

**PART IV**

**[DEVOLUTION OF TITLE]**

*[To be inserted]*

**SCHEDULE C**

**PART I**

**(DESCRIPTION OF PROJECT COMMON AREAS)**

<b>Serial No</b>	<b>Description</b>
1	<input type="checkbox"/>
2	<input type="checkbox"/>
3	<input type="checkbox"/>
4	<input type="checkbox"/>

**PART II**

**(DESCRIPTION OF PHASE I-II-V (Villa) EXCLUSIVE FACILITIES)**

<b>Serial No</b>	<b>Description</b>
1	<input type="checkbox"/>
2	<input type="checkbox"/>
3	<input type="checkbox"/>
4	<input type="checkbox"/>

**PART III**

**(DESCRIPTION OF SHARED COMMON AREAS)**

<b>Serial No</b>	<b>Description</b>	<b>Completion Time</b>
1	<input type="checkbox"/>	
2	<input type="checkbox"/>	
3	<input type="checkbox"/>	
4	<input type="checkbox"/>	

**SCHEDULE D**

**PART I**

**(DESCRIPTION OF APARTMENT)**

**ALL THAT** the residential Apartment No. [ ] on the [ ] floor of Tower No [ ] having carpet area of [ ] square metre (equivalent to [ ] square feet) along with an exclusive balcony area of [ ] square metre (equivalent to [ ] square feet), an exclusive open terrace area of [ ] square metre (equivalent to [ ] square feet) appurtenant to the carpet area of the residential Apartment and along with an exclusive utility room area of [ ] square metre (equivalent to [ ] square feet) corresponding to a built up area of [ ] square metre (equivalent to [ ] square feet) and corresponding super built up area of [ ] square metre (equivalent to [ ] square feet) in the Phase I Project to be constructed on the Phase I Land forming part of the Phase I Project.

**PART II**

**(DESCRIPTION OF PARKING SPACE)**

and [ ] car parking space in the [ ] parking space.

**PART III**

**(SPECIFICATIONS OF APARTMENT)**

<b>Living / Dining / Lobby / Passage</b>	
<b>Floor</b>	Vitrified Tiles
<b>Walls &amp; Ceiling</b>	Wall Putty/ POP
<b>Bedrooms</b>	
<b>Floor</b>	Vitrified Tiles in Bedrooms
<b>Walls</b>	Wall Putty/ POP
<b>Kitchen</b>	
<b>Walls</b>	Rectified Joint Free Tiles up to 2'- 0" on Counter Walls and Wash Areas, Balance Wall Putty/POP
<b>Floor</b>	Tiles
<b>Counter</b>	Granite Counter
<b>Fitting / Fixtures</b>	Stainless Steel Sink with reputed make Fittings
<b>Bathrooms</b>	
<b>Walls &amp; Floor</b>	Walls – Joint Free Rectified Tiles, Floor - Anti Skid Ceramic Tiles
<b>Sanitary Ware / CP Fittings</b>	Reputed Sanitary Ware and Fittings

<b>Doors &amp; Windows</b>	
<b>Entrance Doors</b>	Flush Doors
<b>Internal Doors</b>	Flush Doors
<b>Windows</b>	Sliding Aluminum Windows
<b>Electrical</b>	
Modular Switches with Copper Wiring	
<b>Power Backup</b>	For Common Areas
<b>Apartment type</b>	Power Backup at Extra Cost
<b>Lobby</b>	
<b>Entrance Lobby</b>	Exquisitely Designed at Ground Floor
<b>Lift</b>	Lift of Reputed Make
<b>Security</b>	
CCTV in common area	

**SCHEDULE E**  
**PAYMENT PLAN**

Particulars	Amount
Application Money	Rs. 1,00,000/- + GST
Within 15 days of Application (Booking Amount)	10% less Application Money + 50% Legal Charges + GST
Within 15 days of Agreement	10% + GST
On Completion of Piling of the respective Tower	10% + GST
On Casting of Plinth Level of the respective Tower	10% + GST
On Casting of 3 <sup>rd</sup> Floor of the respective Tower	10% + GST
On Casting of 7 <sup>th</sup> Floor of the respective Tower	7% + GST
On Casting of 10 <sup>th</sup> Floor of the respective Tower	7% + GST
On Casting of 13 <sup>th</sup> Floor of the respective Tower	7% + GST
On Casting of 17 <sup>th</sup> Floor of the respective Tower	7% + GST
On Casting of Ultimate Roof of the respective Tower	7% + GST
On Completion of Flooring of the respective unit	5% + GST
On Commencement of installation of Lift in respective Tower	5% + 100% of EC&D + 50% of Legal Charges + GST
On Offer of Possession	5% + GST

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

**SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED OWNERS** in the presence of:

1.

2.

**SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED PROMOTER** in the presence of:

1.

2.

**SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE** in the presence of:

1.

2.

**RECEIPT AND MEMO OF CONSIDERATION**

**R E C E I V E D** of and from the within-named Allottee the within-mentioned sum of Rs. \_\_\_\_\_/- (**Rupees** \_\_\_\_\_) only being the Booking amount for sale of the Said Apartment as described in the **Schedule D** written herein above, by way of various cheques/RTGS/NEFT of different dates.

**KYAL DEVELOPERS PRIVATE LIMITED**

**KYAL DEVELOPERS PRIVATE LIMITED**

  
**Director/Authorized Signatory**

\_\_\_\_\_  
**Signature of the Promoter**

**WITNESSES:**

1.

2.

#####  
DATED THIS      DAY OF                      , 2025  
#####

B E T W E E N

UMESH KYAL & 17 OTHERS

.... OWNERS

- A N D -

KYAL DEVELOPERS PRIVATE LIMITED

.... PROMOTER

- A N D -

- (1) \_\_\_\_\_
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_

.... ALLOTTEE(S)

AGREEMENT FOR SALE  
VINAYAK | 21 ACRES

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