

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("**Agreement**") is executed on this _____ day of _____, 2024

BY AND BETWEEN

SKDJ Sky Height LLP (formerly SKDJ Sky Height Private Limited), a Limited Liability Partnership within the meaning of Limited Liability Partnership Act, 2008 having its Registered Office at 8, Camac Street, "Shantiniketan Building", Police Station – Shakespeare Sarani, Post Office – Circus Avenue, Kolkata-700017 (having LLPINAAD-7199 and PAN ACUFS1471R) represented by its Designated Partner Mr. Sushil Kumar Agarwal son of Mr. Indra Chand Gupta (having **PAN AGQPA1323C** and Aadhaar No. **4599 3034 9914**) working for gain at 8, Camac Street, Shantiniketan Building, Suite No. 908, Police Station – Shakespeare Sarani, Post Office – Circus Avenue, Kolkata-700017 (hereinafter referred to as "the **PROMOTER/CO-OWNER**", which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors and/or assigns) of the **FIRST PART**

AND

(1) (Sm.) Usha Choudhary (having PAN ACHPC8693E and Aadhaar No. 2850 5703 1095) wife of late Pradeep Kumar Choudhary residing at 25 Buroshibtalla Main Road (now premises No.125

Buroshibtalla Main Road), Police Station Behala, Post Office Sahapur, Kolkata-700038 as sole legatee and beneficiary to the estate of late Pradeep Kumar Choudhary son of late Muralidhar Choudhary, **(2) Pramod Kumar Choudhary** (having PAN ACHPC8702E and Aadhaar No 648779179097) son of late Muralidhar Choudhary residing at 25 Buroshibtalla Main Road (now premises No.125 Buroshibtalla Main Road), Police Station Behala, Post Office Sahapur, Kolkata-700038, **(3) Prabhat Kumar Chowdhary** (having PAN ASTPC0936E and Aadhaar No 815159228091) son of late Muralidhar Choudhary residing at 25/1 Buroshibtalla Main Road (now premises No.125 Buroshibtalla Main Road), Police Station Behala, Post Office Sahapur, Kolkata-700038, **(4) Amit Kumar Choudhary** (having PAN AEMPC6217K and Aadhaar No 225454793970) son of late Prakash Kumar Choudhary residing at Flat No.C-204, Nagar Residency, Gurunanak Path, Malviyanagar, Police Station -Malviyanagar, Post Office Malviyanagar, Jaipur-302017, **(5) Devashish Choudhary** (having PAN AAJPC7877L and Aadhaar No. 8795 4454 2764) son of Mr. Vinay Kumar Choudhary residing at Auroshree, Plot Nos.13 and 14, Govind Vihar, Bomikhal, Police Station Laxmisagar, Post Office Rasulgarh, Bhubaneshwar -751010, State of Orissa **(6) Aravind Choudhary** (having PAN AIBPC7938E and Aadhaar No. 9092 0116 6400) son of Mr. Vikash Choudhary residing at Auroshree, Plot Nos.13 and 14, Govind Vihar, Bomikhal, Police Station Laxmisagar, Post Office Rasulgarh, Bhubaneshwar -751010, State of Orissa and **(7) Anil Kumar Chowdhury** son of late Narsingh Chowdhary (having PAN AAJPC7875J and Aadhaar No 702439686633) residing at "Auroshree" Building, 13-14 Govind Vihar, Bomikhal, Behind Ekmara Talkies, Police Station Laxmisagar, Post Office Rasulgarh, Bhubaneshwar-751010, Orissa, all represented by their constituted attorney **SKDJ Sky Height LLP** pursuant to the registered Powers of Attorney dated _____ and _____ (hereinafter referred to as "the **Owners/Vendors**", which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors-in-interest and/or assigns) of the **SECOND PART**

AND

(1) _____ S/o _____, by faith _____, by nationality India, by _____ occupation _____, residing _____ at _____ and (2) _____ S/o _____, by faith _____, by nationality India, by occupation _____, residing at _____ (hereinafter called the "**Allottee**"), of the **THIRD PART**:

SECTION-I

I. **Definitions**—In this Agreement, the following terms shall have the following meanings assigned to them hereinbelow, unless the context otherwise requires thereunder:

(a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016 or any other act or law as may be applicable to the Project and wherever the context so permits include the rules and regulations framed thereunder and notifications passed in connection therewith;

(b) "**Allotted Apartment**" shall mean the Flat, Exclusive Balcony/Verandah, if any and facility to park at the Parking Space(s), if any for parking of motor car/two wheeler, all morefully and particularly mentioned and described in the **Second Schedule** hereunder written;

(c) "**Allottee**" shall mean one or more Allottees named above and include:

(i) in case of an individual/individuals, his/her/their respective heirs, executors, administrators, legal representatives and/or permitted assigns;

(ii) in case of a Hindu undivided family, its members for the time being, their respective heirs, executors, administrators, legal representatives and/or permitted assigns;

(iii) in case of a partnership firm, its partners for the time being, their respective successors and/or heirs, executors, administrators, legal representatives as the case may be and/or permitted assigns;

(iv) in case of a company or limited liability partnership, its successor or successors-in-interest and/or permitted assigns;

(v) in cases not falling within any of the above categories, the constituent of the Allottee as its nature and character permits and shall include its/their respective successors and/or permitted assigns;

- (d) "**Applicable Interest Rates**" shall mean the rate of interest prescribed under the Act or the Rules framed thereunder from time to time;
- (e) "**Approvals**" shall mean and include all licenses, permits, approvals, sanctions, consents obtained or to be obtained and/or granted by the competent authorities in connection with the said Project;
- (f) "**Architect**" shall mean Architect, as appointed by the Promoter for the project;
- (g) "**Association**" shall mean an association or society or company or like body of the Apartments Acquirers to be formed by the Promoter as per the Act for the Common Purposes;
- (h) "**Buildings**" shall mean buildings to be constructed by the Promoter at the Project Land in accordance with the Building Plans and to comprise of various self-contained Apartments, Verandah/Balcony, and other constructed spaces and shall include the Parking Spaces and shall also include additional apartments, additional parking spaces and other structures as be sanctioned by the concerned authority and erected by the Promoter at the said Project Land;
- (i) "**Building Plan**" shall mean the plans sanctioned by the concerned authorities for construction of new buildings at the Project Land from time to time and include the plan vide Building Permit No. 2024130052 dated 14.06.2024 sanctioned by Kolkata Municipal Corporation for construction of the Buildings at a portion of the Project Land and shall include any revised/modified building plan including for construction of additional apartments and additional parking spaces as detailed hereinafter and all sanctionable modifications thereof and/or alterations thereto as may be necessary and/or required by the Promoter from time to time as per the recommendation of the Architects subject to compliance of the Act;
- (j) "**Carpet Area**" shall mean the net usable floor area of the Flat including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/verandah;
- (k) "**Common Areas**" shall mean collectively the areas, facilities and amenities as specified in **Part-I** of the **Third Schedule** hereunder written for the beneficial use and enjoyment of the respective apartments and other constructed areas in the Project by the Allottee and the Other Allottees;
- (l) "**Common Expenses**" shall mean and include all expenses for the Common Purposes briefly described and without limitation in the **Fourth Schedule** hereunder written and proportionate share whereof to be borne, paid and contributed by the Allottee;
- (m) "**Common House Rules**" shall mean the rules and regulations to be observed fulfilled and performed by the Allottee and the other Other Allottees for payment of Taxes and Outgoings by them as mentioned in **Part-I** of the **Sixth Schedule** hereunder written and for the common, peaceful, effective, harmonious and beneficial use and enjoyment of the Project by them as mentioned in **Part-II** of the **Sixth Schedule** hereunder written;
- (n) "**Common Purposes**" shall mean and include (a) providing and maintaining essential services for the benefit of the Other Allottees; (b) collection and disbursement of the Common Area Maintenance Charges and other Common Expenses and (c) dealing with matters of common interest of the Other Allottees and their mutual rights and obligations;
- (o) "**Development Agreement**" shall mean the Development Agreement dated 1st December 2020 registered with the District Sub-Registrar-III, South 24 Parganas in Book No. 1, Volume No.1603-2021, Pages from 5079 to 5145, Being No. 160302870 for the year 2020 as modified and/or supplemented by the Modified Development Agreement dated 16th August, 2024 registered with the District of Sub-Registrar-III, South 24 Parganas in Book I, Volume No.1603-2024, Pages from _____ to _____, Being No. 1603_____ for the year 2024 and shall include any further supplemental agreement or agreements executed between the Owners and the Promoter in respect of the Project Land.
- (p) "**Force Majeure**" shall have the meaning meant to in the said Act;
- (q) "**Maintenance In-charge**" shall, until formation of the Association, mean the Promoter and/or its appointed one or more facility management agencies or nominees to look after the

maintenance and administration of the Project and other Common Purposes and upon its formation mean the Association;

(r) "**Other Allottees**" shall mean persons who acquire apartments or other constructed spaces with or without Parking Spaces in the Project;

(s) "**Project**" shall mean the Project Land with the Buildings thereon and include the Common Areas thereof to be commonly known as "**NIDHARA**" or such other name as the Promoter in its absolute discretion may deem fit and proper AND wherever the context so intends or permits shall mean the concerned phase of the Project, as the case may be;

(t) "**Parking Spaces**" shall mean and include designated areas at the basement level, ground floor level, podium level, etc. in the buildings at the Project Land for parking of motor cars/four-wheelers/two-wheelers and also mechanical multi-level car parking spaces as expressed or intended by the Promoter in its absolute discretion and may also include further parking spaces as be sanctioned by the concerned authorities;

(u) "**Project Advocates**" shall mean Pankaj Shroff & Company, Advocates of 16 Strand Road, 'Diamond Heritage', N611, 6th floor, Kolkata-700001 appointed by the Promoter for preparation of the sale agreement and sale deed for transfer of the Apartments in the Project;

(v) "**Proportionate**" or "**Proportionately**" or "**pro-rata**" shall have the same meaning as detailed in clause 27 hereinafter;

(w) "**Rules**" means the rules made under the said Act as amended and/or substituted from time to time;

(x) "**Regulations**" means the regulations made under the said Act as amended and/or substituted from time to time;

(y) "**Singular**" number shall mean and include the "Plural" number and vice-versa.

(z) "**Project Land**" shall mean **ALL THOSE** the pieces and parcels of contiguous land containing an aggregate area of 145 Cottahs 02 Chittacks 15 Square feet more or less (which property prior to the gift made to KMC formed the Project Land consisting an area of 154 Cottahs 03 Chittacks 24 Square feet more or less) situate lying at and being Premises No. 125, Buroshibtalla Main Road, Ward No. 117, Kolkata- 700038, Police Station Behala, in the District of South 24-Parganas morefully described in the **First Schedule** hereunder written.

(aa) The term or expression '**Party**' according to the context refers to the Promoter, Owners or the Allottee and the term or expression '**Parties**' refers to the Promote, the Owners and the Allottee collectively.

(bb) Reference to a **gender** includes a reference to all other genders.

(cc) In this Agreement, in addition to the words defined in this **Section-I** above, the words put in brackets and in bold print define the word, phrase and expression hereinafter.

SECTION-II

WHEREAS:

A. The Owners hereto along with the Co-owner/Promoter are the owners of the Project Land, being **ALL THOSE** the pieces and parcels of contiguous land containing an aggregate area of 145 Cottahs 02 Chittacks 15 Square feet more or less (which property prior to the gift made to KMC formed the Project Land consisting an area of 154 Cottahs 03 Chittacks 24 Square feet more or less) situate lying at and being Premises No. 125, Buroshibtalla Main Road, Ward No. 117, Kolkata- 700038, Police Station Behala, in the District of South 24-Parganas morefully described in the **First Schedule** hereunder written, in the following shares and proportion:

(i)	(SM.) USHA CHOUDHARY	16.36 % undivided share
(ii)	PRAMOD KUMAR CHOUDHARY	13.75 % undivided share

(iii)	PRABHAT KUMAR CHOWDHARY	14.36 % undivided share
(iv)	AMIT KUMAR CHOUDHARY	13.90 % undivided share
(v)	DEVASHISH CHOUDHARY	02.10 % undivided share
(vi)	ARAVIND CHOUDHARY	02.10 % undivided share
(vii)	ANIL KUMAR CHOWDHURY	04.13 % undivided share
(viii)	SKDJ SKY HEIGHT LLP	<u>33.30 % undivided share</u>
	Total:	<u>100%</u>

B. The Owners and the Promoter have entered into the above-referred Development Agreement for the purpose of development of a real estate project over the land contained in the Project Land belonging to the Owners and the Promoter jointly, and the Owners have granted the Promoter the sole and exclusive right and authority to develop the Buildings at the Larger Property and to market, commercially exploit and sell the Saleable Areas thereat for mutual benefit and for the consideration and on the terms and conditions therein contained.

C. The Owners have granted in favour of the Promoter (i) Power of Attorney dated 1st February, 2023 registered with the District of Sub-Registrar III, South 24 Parganas in Book I, Volume No. 1603-2023, Pages from 1227 to 1252, Being No. 160300055 for the year 2023 and (ii) Power of Attorney dated _____ registered with the District of Sub-Registrar III, South 24 Parganas in Book I, Volume No. 1603-2024, Pages from _____ to _____, Being No. 1603_____ for the year 2024 to do several acts deeds matter and things concerning the development of the Project and sale or otherwise transfer of the saleable areas of the Project, including Apartments, Balcony/Verandah, Parking Spaces, other constructed areas therein as morefully stipulated therein.

D. In terms of the said Development Agreement, the Owners and the Promoter are fully competent to enter into this Agreement and all the legal formalities with respect to the right title and interest of the Owners to portion of the land contained in the Project Land on which Project is under construction have been completed.

E. The Promoter has started the commencement of construction of Phase 1 of the Project, being Tower No. 1 inter-alia having a Basement + Ground + 21 upper floors (G+21) residential building, Tower No. 2 for the time being having a Basement + Ground + 15 upper floors (G+21) residential building and Tower No. 3 (Namely - _____) inter-alia having a Basement + Ground + 21 upper floors (G+21) residential building.

F. The Promoter has registered the Phase I of the Project under the provisions of The Real Estate (Regulation And Development) Act, 2016 vide Registration No. WBRERA/P/NOR/2024/_____.

G. The Promoter shall be entitled to take construction finance for the Project.

H. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for Project Land from the concerned Authorities. The Promoter agrees and undertakes that it shall not make any changes to the approved plans except in strict compliance with Section 14 of the Act and other laws and rules as applicable thereto.

I. The Allottee accepts and acknowledges all the disclosures, details and additional terms mentioned herein and agrees not to raise any objection or dispute with regard thereto. The Allottee upon understanding the disclosures, details, terms, conditions and the intent and purport thereof doth hereby provide to the Promoter its express consent as required under Section 14 of the Real Estate (Regulation and Development) Act, 2016 and rules and regulations for the time being applicable in West Bengal in respect of all acts, deeds and things done or that may be done by the Promoter to implement the terms, conditions and agreements.

J. The Allottee acknowledges and confirms that he is entering into this agreement without relying on any of the publicity materials/advertisements published in any form or in any channel by the Promoter or the Owners or any third party in the past. The Allottee further acknowledges

and confirms that the advertisements/publicity material released in the past does not provide any warranty and may not be providing complete details/disclosures as may be required under the said Act and the Allottee is not relying on the same for his decision to purchase the Allotted Apartment. The Allottee further acknowledges and confirms and undertakes to not make any claim against the Promoter or the Owners or seek cancellation of the Agreement or refund of the monies paid by him by reason of anything contained in the publicity material/advertisement published in any form or in any channel.

K. The Parties have gone through all the terms and conditions set out in this Agreement including the disclosures made by the Promoter as above and understood the mutual rights and obligations detailed herein.

L. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Project Land, the Development Agreement, the Power of Attorney and the Building Plan, designs and specifications prepared by the Architect and of such other documents as are specified under the Act.

M. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project Land.

N. The Parties, relying on the confirmations, representations and assurances of each other and to faithfully abide by all the terms conditions and stipulations contained in this Agreement and all Applicable Laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

O. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter and the Owners hereby agree to sell and the Allottee hereby agrees to purchase the Allotted Apartment with right to use the Common Areas. The Common Areas shall be transferred to the Association upon its formation.

P. The Allottee vide Application No. _____ dated _____ has applied for purchase of the Allotted Apartment and has been allotted the Apartment No. _____ having carpet area of _____ Square feet more or less on the _____ Floor, Exclusive Balcony/Verandah having carpet area of _____ Square feet more or less and the open terrace if attached to the said Apartment of and the same having a carpet area of _____ Square feet more or less [50% of the carpet area thereof equivalent to _____ Square feet more or less would be taken into account for determination of the Maintenance Chargeable Area] alongwith a Servant Quarter/Store Room having carpet area of _____ Square feet more or less aggregating to Maintenance Chargeable Area of _____ Square feet in the Building along with facility to park _____ numbers of medium sized Parking Space/s in the basement Level/Ground floor Level/First floor Level of the Project measuring about 12.5 sq. mtrs each and alongwith facility to park _____no of small sized Parking spaces for parking of scooter/motor bikes/two wheelers in the basement Level/Ground floor Level/First floor Level of the Project (location of such Parking Space(s) to be identified and designated by the Promoter at or before delivery of possession of the Allotted Apartment to the Purchaser by the Promoter at its sole discretion), morefully and particularly mentioned and described in Clause 1.2.1 and also in the Second Schedule hereunder written. Be it mentioned that if two number of parking spaces are allotted to an Allottee in the same Level (Basement or Ground Floor or First Floor) the same can be allotted in stack mode (one behind the other) and such allotment of the car parking space shall be at the sole discretion of the Promoter and the Allottee hereby confirms that the Allottee shall not raise any dispute regarding such allotment. In case of parking spaces being stack the allottee shall be entitled to use the parking spaces to park a bigger size vehicle subject to the vehicle not protruding beyond the designated space. Be it further mentioned that the Promoter or the Vendors are not conveying the ownership of any Parking Space to the Allottee, but only providing facility to park at the Parking Space(s) mentioned in the Second Schedule hereunder written, as a facility appurtenant to the Allotted Apartment.

SECTION-III

III. 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 and the Owners agree to sell to the Allottee and the Allottee hereby agrees to purchase, the Allotted Apartment with right to use and enjoy the Common Areas.

1.2 The Total Price of the Allotted Apartment based on carpet area is _ (Rupees: _____) (which includes the Total Consideration payable for the Allotted apartment and the store/servant quarter (if any) only plus applicable Goods and Service Tax (GST) thereon and in addition thereto the Extras and Deposits plus applicable Goods and Service Tax (GST) thereon). The details of the Total Price of the Allotted Apartment are as follows:

1.2.1 The Total Consideration for the Allotted/Apartment based on carpet area is as follows:

Head	
(i) Unit No._____, Floor____; CarpetArea___Sq. ft.;	Rs.____/-
(ii) Store/ Servant Quarter,____; CarpetArea___Sq. ft.;	Rs.____/-
Total Consideration (i)+(ii)	Rs.____/-
Add : GST ON Total Consideration	Rs.____/-
Total Consideration Including GST:	Rs.____/-

1.2.2 **Extras:** The Total Extras payable by the Allottee to the Promoter are on the account of as mentioned below (hereinafter referred to as "**Extras**") and the same shall be payable within 15 days from the demands raised by the Promoter in terms of the Payment Plan provided in the Eighth Schedule:

1. Deposit for Allotted Apartment Meter: Security Deposit directly to CESC Limited as may be demanded by CESC Limited on account of individual meter for the Allotted Apartment.	On Actuals
2. Power Back-Up/Generator charges for providing power through Diesel Generator Set in the Allotted Apartment to the extent of ___KVA and 100% power pack up for the providing and maintaining essential services for the Project.	Rs._____.
3. Legal and Documentation Charges payable directly to the Project Advocates	Rs._____.
4. Advance Maintenance Charges – This amount is payable against 12 months advance maintenance charges for the Allotted Apartment.	Rs._____.
5. Club Development Charges -	Rs._____.
6. VRV Charges -	Rs._____.
7. Addition Alteration Charges – Costs charges and expenses of the Promoter for carrying out any additions or alterations in the Allotted Apartment in addition to the specifications agreed to be provided herein.	As be agreed between the Parties.

1.2.3 "**Property Tax Deposit**" – The Allottee shall pay to and deposit with the Promoter a sum of Rs.____/- (hereinafter referred to as "**Property Tax Deposit**") as funds for payment of property tax of the project for 12 months. Until the Allottee/s get their names mutated in the records of the Kolkata Municipal Corporation and obtain a separate assessee number towards the allotted apartment the KMC tax of the property for a period of maximum 12 months from the date of making over the possession shall be paid out of the said Property Tax Deposit. The Promoter shall make payment of the property tax on quarterly basis and in case the Allottee obtains a separate assessee number for the allotted apartment before the expiry of the 12 months from the date of the possession the Promoter shall refund the amount (on pro rata basis) for the number of quarters for which the property tax has not been paid by the Promoter.

1.2.4 **"Sinking Fund Deposits"**: The Allottee shall pay to and deposit with the Promoter a sum of Rs. ___/- (hereinafter referred to as the **"Sinking Fund Deposit"**) as funds for future repairs, replacement, improvements and developments in the Project. This amount shall be and/or may be adjusted against any arrear in maintenance charges and/or applicable taxes as the Promoter or the Association deems fit and proper. This amount shall be payable upon making over the possession of the Allotted Apartment. Upon formation of the Association of the owners the sinking fund upon appropriation of the aforesaid charges/taxes shall be handed over to the Association

The Sinking Fund Deposit and the Property Tax Deposits are collectively referred to as Deposits wherever the context so permits.

1.2.5 **Total Tax**: The Goods and Services Tax (**GST**) or other similar taxes on the Total Consideration for the Allotted Apartment, the Extras and Deposits and Legal Documentation Charges shall be as per the applicable rates from time to time (presently the same being 7.5% on the consideration for the Residential Apartment with 1/3rd abatement for land, thus being an effective rate of 5%, and 18% on the Extras and Deposits mentioned above) and the Allottee undertakes and confirms to pay the same to the Promoter with each installment/payment and shall not raise any objection thereto. GST on the legal and documentation charges at the rate 18% (if applicable) is to be borne by the customer on reverse charge basis. All GST rates are subject to change as per government rules/notifications/orders.

Explanation of Total Price:

(i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Allotted Apartment.

(ii) The total consideration for the Allotted Apartment, the Extras, the Deposits, Total Tax as mentioned in clauses 1.2.1, 1.2.2, 1.2.3, 1.2.4 and 1.2.5 above (i.e., the Total Price) includes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project, by whatever name called) up to the date of handing over the possession of the Allotted Apartment to the Allottee and the Project to the Association of the Allottees, as the case may be, after obtaining the completion certificate from the concerned authority.

Provided that in case there is any change/modification in the taxes payable by the Allottee, 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 payable as stated in clause 1.2.1 and its sub-clauses hereinabove and the Allottee shall make payment of the same upon the same being demanded by the Promoter within the time and in the manner specified herein. In addition thereto, the Promoter shall also 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 of the Allotted Apartment as mentioned in clauses 1.2.1, 1.2.2, 1.2.3 and 1.2.4 includes recovery of price of pro rata share of the Common Areas described in **Part-I** of the **Third Schedule** hereunder written respectively.

(v) **Stamp Duty and Registration fee**: The Allottee shall bear and pay all stamp duty, registration fee and allied and incidentals expenses payable on this agreement and the deed of conveyance and other documents to be executed in pursuance hereof.

(vi) **TDS**: If applicable tax deduction at source (**TDS**) under the Income Tax laws is deducted by the Allottee on the Consideration for Apartment payable to the Promote, the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee shall provide proper evidence thereof to the Promoter within 30 (Thirty) days of such deduction. If such deposit of TDS is not made by the Allottee to the concerned authority or proper evidence thereof is not provided to the Promoter then the same shall be treated as default on the part of the Allottee under these presents and the amount thereof shall be treated as outstanding.

(vii) The Allottee shall also pay to the Promoter interest free Maintenance Deposit as mentioned

in clause 1.2.4 above and the same shall be transferred to the Association upon its formation and taking charge of the acts relating to the Common Purposes after adjusting all its dues on account of maintenance charges, common expenses and property tax pertaining to the Allotted Apartment.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the concerned notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1.4 The Allottee shall make the payment of the Total Consideration for the Allotted Apartment mentioned in clause 1.2.1 above plus the Taxes as per the payment plan set out in the **Eight Schedule** hereunder written.

1.5 The Allottee shall make payment of the Extras mentioned in clause 1.2.2 above plus the applicable taxes mentioned in clause 1.2.5 above, unless otherwise mentioned herein, within 15 days of a demand made by the Promoter under and in terms of this agreement.

The Allottee shall also make payment of the Maintenance Deposit mentioned in clause 1.2.4 above plus the applicable taxes, if any to the Promoter on or before allowing the Allottee to do fit out within the Allotted Apartment or within 90 days of the issuance of the notice by the Promoter to take possession of the Allotted Apartment after the issuance of the Completion Certificate by the concerned authority and before taking possession thereof, whichever be earlier.

The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments, as be mutually agreed by the Parties, 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 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned building plans, layout plans and specifications and the nature of fixtures, fittings and amenities described in **Part-I** and **Part-II** of the **Third Schedule** hereunder written and in respect of the Allotted Apartment without the previous written consent of the Allottee apart from such alterations and additions as permissible under the Act.

Provided that the Promoter may make such minor additions or alterations in the Allotted Apartment as may be required by the Allottee at the costs of the Allottee or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter shall confirm to the final Carpet Area of the Allotted Apartment including those of its appurtenances being Exclusive Balcony/Verandah, if any that has been allotted to the Allottee after construction of the Building is completed and the completion certificate has been granted by the concerned authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Price payable for the Carpet Area of the Allotted Apartment including those of its appurtenances shall be recalculated at the same rate per square feet as agreed between the parties upon confirmation by the Promoter. If there is reduction in the Carpet Area of the Allotted Apartment including those of its aforesaid appurtenances, if any then the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the Applicable Interest Rates prescribed in the Rules, from the date when such an excess amount was found to have been paid by the Allottee. If there is any increase in the Carpet Area of the Allotted Apartment including those of its aforesaid appurtenances, if any the Promoter may demand the increased amount for such increase from the Allottee as per the next milestone of the Payment Plan as provided in the **Eight Schedule** hereunder written. All these monetary adjustments shall be made at the same rate per square feet as agreed in clause 1.2.1 of this Agreement.

In case of any dispute on the measurement of the Carpet Area of the Allotted Apartment including those of its appurtenances aforesaid, if any, the same shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Carpet Area.

1.8 Subject to clause 9.3 herein, the Promoter agrees and acknowledges that the Allottee shall have the following rights to the Allotted Apartment:

(i) The Allottee shall have exclusive ownership of the Allotted Apartment.

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other Other Allottees, occupiers/tenants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the Association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.

(iii) The computation of the Total Price of the Allotted Apartment includes recovery of price of indivisible proportionate share of land, construction [not only the Allotted Apartment but also proportionately] of the Common Areas, internal development charges, external development charges, cost of providing electric wiring, fire detection and firefighting equipment in the Common Areas, and includes cost for providing other facilities and amenities within the Project;

1.9 It is made clear by the Promoter and the Owners and the Allottee agrees that the Allotted Apartment and the facility to park at Parking Space(s), if any shall be treated as a single indivisible Apartment for all purposes. It is specifically agreed that subject to the provisions contained in Clauses 13 and 14 of the Seventh Schedule hereunder written and its sub-clauses, the Project is an independent, self-contained Project covering the Project Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that the Common Areas as mentioned in Part-I of the Third Schedule hereunder written shall be available only for use and enjoyment of the Other Allottees of the Project.

1.10 The Promoter agrees to pay all outgoings accruing due for the period before transferring the physical possession of the Allotted Apartment to the Allottee, which it has collected from the Allottee for the payment of outgoings {including municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan (if taken by the Promote) and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Allotted Apartment and created by Promote}. If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan (if taken by the Promote) and interest thereon before transferring the Allotted Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11 The Allottee has paid at least 10% of the Total Consideration as part payment thereof for the Allotted Apartment mentioned in clause 1.2.1 above with applicable Goods and Service Taxes, until or at the time of execution of the agreement (the receipt of which the Promoter hereby acknowledges) and the Allottee hereby agrees to pay the remaining price of the Allotted Apartment as prescribed in the Payment Plan mentioned in the **Eighth Schedule** hereunder written as may be demanded by the Promoter within the time and in the manner specified therein.

Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the applicable interest rates.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by relevant applicable construction milestones, the Allottee shall make all payments within 15 days of receiving written demand from the Promoter upon the Promoter reaching each milestone stipulated in the Payment Plan through Account Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of such bank account as stipulated in the demand letter and the same shall be payable at Kolkata;

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of this Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the Statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in clause 3.1 hereinabove. The Allottee shall keep the Promoter fully indemnified and harmless with regard to the matters referred in clause 3.1 hereinabove. In case 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 of the Allottee and such third party shall not have any right in the Allotted Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT / APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust and appropriate all payments made by him under any head of dues against lawful outstanding of the Allottee for the Allotted Apartment, if any, in his name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any other manner. In case of any demand being overdue, the payments received from the Allottee shall first be adjusted towards the interest payable on the overdue amounts and thereafter the balance (if any) shall be adjusted towards the principal amounts payable under the demands which are overdue.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project as be disclosed at the time of registration of the Project with the Authority under the Act and towards handing over the Allotted Apartment to the Allottee and the Project to the Association of the Other Allottees and the Allottee shall abide by the time schedule for payment in the manner as stated in the Eighth Schedule hereunder written.

6. CONSTRUCTION OF THE PROJECT / APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Allotted Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities (stated in **Part – I** and **Part – II** of the **Third Schedule** hereunder written). The Promoter shall develop the Project in accordance with the said layout plan, floor plan and specifications, amenities and facilities subject however to the terms in this Agreement. The Promoter undertakes to strictly abide by the plans approved and as may be approved as per the provisions contained herein by the competent authorities and shall also strictly abide by the by-laws, FAR and density norms and provisions prescribed by the rules of the concerned authority and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under this Agreement and the Act and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE ALLOTTED APARTMENT:

7.1 Schedule for possession of the Allotted Apartment: The Promoter agrees and understands that timely delivery of possession of the Allotted Apartment to the Allottee and the Common Areas to the Association is the essence of the Agreement. The Promoter assures to hand over possession of the Allotted Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place within **December, 2029** with a grace period of another 12 months unless there is delay or failure due to Force Majeure including war, flood, drought, fire, cyclone, earthquake, pandemic, epidemic or any other calamity caused

by nature affecting the regular development of the Project (**Force Majeure**). However, if the Allotted Apartment is made ready prior to the completion date mentioned above, the Allottee undertakes and covenants not to make or raise any objection to the consequent preponed payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter-alia to the progress of construction and the same is not a time linked plan and if 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 Allotted 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 agreement shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the Allottee (less any tax received from the Allottee) within 45 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty (30) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited 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.

7.2 Procedure for taking possession: The Promoter, upon obtaining the completion certificate from the concerned authority, shall offer in writing the possession of the Allotted Apartment to the Allottee in terms of this Agreement to be taken within 90 days of the Promoter issuing the Notice for Possession upon making payment of the Total Price including the Extras and Deposits for the Allotted Apartment and in the absence of local law, the execution of conveyance deed in favour of the Allottee shall be carried out by the Owners and the Promoter within 03 months from the date of issue of completion certificate subject to the Allottee having made the aforesaid payment to the Promoter and further paying the applicable stamp duty, registration charges, legal charges, allied expenses and incidentals to the Promoter. The Promoter and the Owners agree and undertake to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter and the Owner. The Allottee, as from the date of taking possession, agrees to pay from such date the maintenance charges.

7.3 Failure of Allottee to take Possession of Allotted Apartment: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall within the period mentioned in such intimation take possession of the Allotted Apartment from the Promoter by making payment of the balance amount of Total Price including the Extras and Deposits, and by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Allotted Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall, in addition to making payment of interest to the Promoter on the unpaid amount at the Applicable Interest Rates prescribed in the Rules, be liable to pay maintenance charges and all property taxes and other outgoings as specified in clause 7.2 hereinabove in respect of the Allotted Apartment with effect from the expiry of notice period of 90 days and any wear and tear to the Allotted Apartment shall be at the sole risk of the Allottee and the Promoter shall have no liability or concern thereof.

7.4 Possession by the Allottee: After obtaining the completion certificate and handing over physical possession of the Allotted Apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including the Common Areas to the Association as per the local laws **Provided that** in the absence of any local law, the Promoter shall handover the necessary documents and plans including Common Areas to the Association within 30 days after obtaining the completion certificate or formation and operationalization of the Association and handing over the Project to the Association, whichever be later.

7.5 Cancellation by the Allottee:

7.5.1 The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter or the Owner, the Allottee shall serve a 45 days' notice in writing to the Promoter

in this regard and on the expiry of the said period the allotment shall stand cancelled and the Promoter shall be entitled to forfeit the Booking amount equal to ten (10) percent of the consideration for the Allotted Apartment and deduct from the balance consideration all interest liabilities of the Allottee accrued till the date of cancellation and brokerage paid to the real estate agent/broker, if any, legal charges paid to the Promoter and the amount of stamp duty, registration fee and allied expenses and incidentals and legal charges payable on the deed of cancellation of this agreement and the applicable GST payable on such amounts. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee without interest within 45 (forty-five) days of such cancellation subject to execution and registration of the deed of cancellation by the Allottee. However, may it be clarified that upon the Allottee issuing notice to the Promoter and the Owners cancelling/withdrawing from the Project as aforesaid, the Promoter and the Owners shall become free to enter into agreement for transfer of the same Allotted Apartment to a new Apartment Acquirer and to that the Allottee shall not be entitled to raise any objection or dispute and that the balance amount shall be payable subject to the execution and registration of the Deed of Cancellation by the Allottee.

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

7.6 Compensation – The Promoter and Owners shall compensate the Allottee in case of any loss caused to him due to defective title of the land contained in Project Land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

7.6.1 Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Allotted Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a Promoter 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 the Promoter in respect of the Allotted Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due Provided that where if the Allottee does not intend to withdraw from the project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Allotted Apartment which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

(i) The Owners and Promoter have absolute, clear and marketable title with respect to the Project Land. The Promoter has requisite rights to carry out development upon the Project Land and has physical possession of the land for the Project.

(ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project Land.

(iii) There are no legal encumbrances upon the Project Land and also upon the Allotted Apartment Provided that if any encumbrance is created by the Promoter for the purpose of taking construction finance for the Project from any Bank or Financial Institution then and in such event the Promoter shall be obligated to cause to be redeemed/released the mortgage/charge on the Allotted Apartment from the mortgagee at or before the delivery of possession of the Allotted Apartment to the Allottee.

(iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, 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, Project Land, Allotted Apartment and Common Areas.

(v) 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 and interest of the Allottee created herein, may prejudicially be affected.

(vi) 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 Allotted Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

(vii) The Owners/Promoter confirm that it is not restricted in any manner whatsoever from selling the Allotted Apartment to the Allottee in the manner contemplated in this Agreement;

(viii) At the time of or before the execution of the conveyance deed, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Allotted Apartment to the Allottee and the Common Areas to the Association.

(ix) The Allotted Apartment is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Allotted Apartment.

(x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authorities till the completion certificate has been issued by the competent authority and shall pay proportionate share thereof (attributable to the Allotted Apartment) till the period mentioned in the intimation notice to the Allottee to take possession of the Allotted Apartment or the actual date of delivery of possession, whichever be earlier.

(xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Phase II Land) has been received by or served upon the Owner/Promoter in respect of the Project Land and/or the Project save in respect of the Project Access Land as mentioned in the Recitals above.

(xii) The Project Land are not waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Except for occurrence of a Force Majeure event, the Promoter shall be considered under a condition of default ("**Default**"), in the following events:

(i) Promoter fails to provide ready to move in possession of the Allotted Apartment to the Allottee within the time period specified in Clause 7.1 or fails to complete the Project within the stipulated time hereunder or to be disclosed at the time of registration of the Project with the Authority, whichever be earlier. 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 and for which occupation certificate/completion certificate has been issued by the competent authority;

(ii) Discontinuance of the Promoter 's business as a Promoter on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made thereunder.

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

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund, subject to the second proviso below, the entire money paid by the Allottee under any head whatsoever towards the sale of the Apartment, along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice:

Provided that where the Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid by the Promoter interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

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

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

(i) In case the Allottee fails to make any of the payments within the due dates as per the Payment Plan mentioned in the Eighth Schedule hereto or fails to make payment of the Extras & Deposits in terms hereof 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 Applicable Interest Rates prescribed in the Rules.

(ii) In case of default by the Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter and the Owners may cancel the allotment of the Apartment in favour of the Allottee and in the event of the cancellation, this agreement shall stand cancelled and the Promoter shall become entitled to and shall forfeit the Booking amount equal to 10% (ten percent) of the consideration for the Allotted Apartment and deduct from the balance consideration all interest liabilities of the Allottee accrued till the date of cancellation and brokerage paid to the real estate agent/broker, if any, legal charges paid to the Promoter and the amount of stamp duty, registration fee and allied expenses and incidentals and legal charges payable on deed of cancellation of this agreement and the applicable GST payable on such amounts. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee without interest within 45 days of cancellation subject to the Allottee executing and registering the deed of cancellation. However, may it be clarified that upon the Promoter and the Owners cancelling this agreement, the Promoter and the Owners shall become free to enter into agreement for transfer of the same Allotted Apartment to a new prospective Apartment Acquirer and to that the Allottee shall not be entitled to raise any objection or dispute and that the balance amount shall be payable subject to the execution and registration of the Deed of Cancellation.

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

10. CONVEYANCE OF THE ALLOTTED APARTMENT:

The Owners and the Promoter, on receipt of Total Price of the Allotted Apartment by the Promoter as per clause 1.2 and sub-clauses 1.2.1, 1.2.2 and 1.2.3 above and the Deposit as per clause 1.2.4 above and the Taxes as per clause 1.2.5 above under the Agreement from the Allottee, shall execute a deed of conveyance and convey the title of the Allotted Apartment to the Allottee with right to use and enjoy the Common Areas and convey the title of the indivisible share in the Common Areas to the Association within the time period as stated in local laws.

PROVIDED THAT, in the absence of local law, the deed of conveyance in favour of the Allottee shall be carried out by the Owners and the Promoter within 3 (three) months from the date of issuance of completion/occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and allied and incidental expenses within the period mentioned in the notice, the Allottee hereby authorizes the Owners and the Promoter to withhold execution and registration of the deed of conveyance in his favour till payment of stamp duty, registration charges and allied and incidental expenses to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

The deed of conveyance shall be drafted by the Project Advocates and shall be in such form and shall contain such particulars as may be approved by the Promoter. No request for any changes whatsoever in the deed of conveyance will be entertained by the Promoter unless such changes are required to cure any gross mistake or typographical or arithmetical error.

11. MAINTENANCE OF THE PROJECT:

11.1 The Promoter shall be responsible to provide and maintain essential services in the Project upon the issuance of the completion certificate of the Project till the formation of the Association of the Other Allottee/Allottees and its becoming operational for the acts relating to the Common Purposes. The cost of such maintenance for a certain period, on the basis of estimated costs charges and expenses required to be incurred for providing and maintaining essential services, has been included in the Total Price as mentioned in Item No. 5 of clause 1.2.2 of this agreement. In case the formation and operationalization of the Association is delayed for no fault on the part of the Promoter, the Promoter shall provide and maintain the essential services in the said Project till the Association is formed and the Project is handed over to the Association and the Allottees/Other Allottees shall be liable to pay to the Promoter the charges for such maintenance, property tax, common expenses and other outgoings in respect of the Allotted Apartment as and in the manner mentioned in **Part-I** of the **Sixth Schedule** hereunder written.

11.2 The Allottee acknowledges that providing and maintaining essential services is for the benefit of all the Other Allottees/Allottees and as such it is desirable that a facility management agency be appointed and in this regard the Allottee authorizes the Promoter to appoint a facility management agency.

11.3 The Allottee acknowledges that the Promoter shall be entitled to appoint a facility management agency for providing and maintaining essential services on such terms and conditions as the Promoter in its absolute discretion may deem fit and proper who upon being so appointed shall be and remain responsible for maintaining the essential services subject to payment of the charges to the Promoter for such maintenance, property tax, common expenses and other outgoings in respect of the Allotted Apartment as mentioned in **Part-I** of the **Sixth Schedule** hereunder written.

11.4 After formation of the Association of the Allottees, the Association of the Allottees will take control of the Common Areas and shall remain liable for providing and maintaining the essential services.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the issuance of the occupancy/completion certificate by the concerned authority and the same being occurred due to the acts of the Promoter and so certified by the Architect for the time being for the Project, it shall be the duty of the Promoter to proceed to rectify such defects without further charge within 30 (thirty) days and in the event of Promoter's failure to proceed to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Provided that 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 not using the Allotted Apartment or due to reasons not solely attributable to the Promoter or if the related annual maintenance contracts and the licenses are not validly maintained.

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, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained hereinabove in this clause.

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

The Allottee hereby agrees to purchase the Apartment on the specific understanding that his right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Maintenance-in-Charge and performance by the Allottee of all his obligations in respect of the terms and conditions specified by the Maintenance-in-Charge from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/facility management agency/Association of Allottees shall have rights of unrestricted access of all Common Areas, Parking Spaces for providing necessary maintenance services and the Allottee agrees to permit the Promoter /Association of Allottees and/or facility maintenance agency 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 OF SERVICE AREAS:

The service areas as located within the Project shall be ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, space for DG set, underground water tanks, pump room, maintenance and service rooms, firefighting pumps and equipments, etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the parking spaces in any manner whatsoever (other than those earmarked as parking space exclusively for the Allottee) and the parking spaces shall be reserved by the Promoter for the uses of the Other Allottees against consideration and the service areas shall be reserved for use by the Maintenance-in-Charge for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

16.1 Subject to clause 12 hereinabove, the Allottee shall, after taking possession of the Allotted Apartment, comply with the Common House Rules as mentioned in **Part-II** of the **Sixth Schedule** hereunder written and maintain the Allotted Apartment at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building or the Allotted Apartment or the Common Areas including staircases, lifts, common passages, corridors, circulation areas or the compound, which may be in violation of any laws or rules of any authority or change or alter or make additions to the Allotted Apartment and shall keep the Allotted Apartment, its walls and partitions, sewers, drains, pipes, cables and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

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

16.3 The Allottee shall plan and distribute its electrical load in conformity with the electricity load obtained by the Allottee for his apartment from CESC.

16.4 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 Parties are entering into this Agreement for the sale of the Allotted Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to this project in particular. The Allottee hereby undertakes that he shall comply with and carry out, from time to time after he has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any Competent Authority in respect of the Apartment at his own cost.

18. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it shall not make any additions or put up additional structure(s) in the Project other than those mentioned in clause 11 of the Seventh Schedule hereunder written and after the Building Plan, Revised/Modified Building Plan, layout plan, sanction plan and

specifications, amenities and facilities are approved by the concerned authority and the same has been disclosed to the Allottee by this agreement itself.

19. RAISING OF FINANCE BY ALLOTTEE:

The Allottee may obtain finance from any financial institution/bank or any other source but the Allottee's obligation to purchase the Allotted Apartment pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such finance and the Allottee shall remain bound by this Agreement whether or not he has been able to obtain finance for the purchase of the Apartment.

20. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Owners and the Promoter execute this Agreement, it shall not mortgage or create a charge on the Allotted 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 at the time of handing over possession of the Allotted Apartment who has agreed to take such Allotted Apartment.

21. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Owner, the Promoter or the Allottee until, Firstly, the Allottee signs and delivers to the Promoter this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan, legal charges and the requisite stamp duty, registration fee and allied charges and incidentals to be paid and incurred for registration of this agreement within 30 (thirty) days from the date of receipt of this agreement by the Allottee and Secondly, appears for registration of the same before the concerned registration office as and when intimated by the Promoter . If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the concerned registration office for its registration as and when intimated by the Promoter , then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee for purchase of the Allotted Apartment shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount (less any tax received from the Allottee) shall be returned to the Allottee without any interest or compensation whatsoever.

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

22. ENTIRE AGREEMENT:

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

23. RIGHT TO AMEND:

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Allotted Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Allotted Apartment, in case of a transfer, as the said obligations go along with the Allotted Apartment for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE:

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out

in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

26. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make payment, in common with other Allottee(s)/Other Allottees in the Project or wherever in this agreement the words "proportionate" or "proportionate share" or "proportionately" or "pro-rata" are used, the same shall be the proportion which the Carpet Area of the Allotted Apartment (including the balcony/verandah) bears to the Carpet Area of all the Apartments including those of its appurtenances as aforesaid in the Project.

28. FURTHER ASSURANCES:

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

29. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Owners and the Promoter through their respective authorized signatories 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, the Owners and the Promoter or simultaneously with the execution, the said Agreement shall be registered at the registration office having jurisdiction to register the same. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. NOTICES:

That all notices to be served on the Allottee, the Owners and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter or the Owners by Speed Post or Registered Post at their respective addresses specified above. It shall be the duty of the Allottee, the Owners and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Speed Post or Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Owner, the Promoter or the Allottee, as the case may be.

31. JOINT ALLOTTEES:

That in case there are Joint Allottees, all communications shall be sent by the Promoter and/or the Owners to the Allottee whose name appears first and at the address given by him which for all intents and purposes shall be considered to have been properly served on all the Allottees.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

All or any disputes arising out of or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. Such Arbitration shall be held at Kolkata and shall be in English language.

34. OTHER TERMS AND CONDITIONS:

The Parties have agreed and hereby and hereunder confirm and undertake (a) that notwithstanding anything to the contrary or otherwise contained/recorded/stated in this Agreement hereinabove, this Agreement shall be subject to and be read together with each of the following/undernoted other/further terms, conditions and covenants including those contained in the Recitals, the Fourth, Sixth and Seventh Schedules hereunder written, to be respectively observed and performed on the part of the Owner, Promoter and Allottee, as the case may be, and (b) all terms and conditions as mentioned in this agreement including in the Schedules below are as per the contractual understanding between the parties and are not in derogation of or inconsistent with the terms and conditions mentioned in the agreement and/or the Act and the rules and regulations made thereunder.

35. REQUEST BY BUYER / ALLOTTEE TO REGISTER THIS FLAT SALE AGREEMENT:

The Buyer/ Allottee have gone through the contents of this Flat Sale Agreement in detail and due their personal problem are unable to remain present at the time of and they have requested the Owners and the Promoter /Promoter to register this Flat Sale Agreement without being personally present at the time of registration. However, they have put the signature, photograph in the accompanying 'Specimen Form Ten Finger Prints'/ Form No. 4 as mentioned under Section 69 of the Registration Rules, 1962, and as such it is deemed that the Buyer/ Allottee has agreed to all the terms and conditions and the covenants mentioned in this Flat Sale Agreement.

SECTION-IV : SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Project Land)

ALL THAT the messuages tenants hereditaments dwelling house sheds and structures together with the piece or parcel of land or ground thereunto belonging and appertaining thereto situate and lying at and being Premises No. 125, Buroshibtalla Main Road, Kolkata containing an aggregate area of 145 Cottahs 02 Chittacks 15 Square feet more or less (which property prior to the gift made to KMC formed the Project Land consisting an area of 154 Cottahs 03 Chittacks 24 Square feet more or less and the same was formerly comprising of twelve premises Nos. 124, 125, 126, 127, 127A, 128, 129, 130, 131A, 131B, 131C and 131D, Buroshibtalla Main Road and the common passage meant for the use and enjoyment of the said separate premises), Kolkata – 700038, Police Station – Behala, Post Office – Sahapur, within Ward No. 117 of the South Suburban Unit of the Kolkata Municipal Corporation (comprised in R.S. Dag Nos. 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 746(P) and 747 recorded in R.S. Khatian Nos. 715, 17, 422, 26, 27 and 5 in Mouza Punja Sahapur) in the District – South 24-Parganas and bounded as follows:

- | | | |
|---------------------|---|---|
| On the North | : | By Malakar Para Road (formerly known as Gawalpara Lane); |
| On the East | : | By now or lately building of late Surya Paul and late Kailash Choudhary; |
| On the South | : | By now or lately each Rai Bahadur Road, building of Gagan Chatterjee and Mahadeb Paul's premises; |
| On the West | : | By Buroshibtalla Main Road. |

Or However Otherwise the same now are or is or heretofore were or was situated butted bounded called numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(ALLOTTED APARTMENT)

ALL THAT the residential Apartment being Apartment No. _____ on the _____ floor having a carpet area of ____Sq. Mtrs (Equivalent to ____Square feet) more or less Together With its appurtenances being (a) Balcony/Verandah attached thereto having a carpet area of ____Sq. Mtrs (Equivalent to ____Square feet) more or less, (b) open terrace if attached thereto having a carpet area of ____Square feet more or less (which open terrace for the purpose of calculation of the Maintenance Chargeable Area shall be deemed to be having a carpet area of ____Square feet and actually having a carpet area of ____Square feet more or less), alongwith a Store Room/Servant Quarter having a carpet area of ____Sq. Mtrs (Equivalent to ____Square feet), on the floor on which the said Apartment is situated or one floor above or below thereof as may be decided by the Promoter at its sole discretion after obtaining completion certificate of the Building from the Kolkata Municipal Corporation, in the Building at the said Premises No. 125, Buroshibtalla Main Road, Kolkata – 700038 (the said Flat, the said Balcony/Verandah and the Open Terrace, if any are shown in the Plan annexed hereto, being **Annexure 'A'** duly collectively bordered thereon in "**Red**" **TOGETHER WITH** facility to park _____ numbers of medium sized Parking Space/s in the basement Level/Ground floor Level/First floor Level of the Project measuring about 12.5 sq. mtrs each and alongwith facility to park _____ no of small sized Parking spaces for parking of scooter/motor bikes/two wheelers in the basement Level/Ground floor Level/First floor Level of the Project (location of such Parking Space(s) to be identified and designated by the Promoter at or before delivery of possession of the Allotted Apartment to the Purchaser by the Promoter at its sole discretion) . Be it mentioned that, the Maintenance Chargeable Area of the said Apartment (i.e. Unit with balcony and open terrace, if any) is _____ **Square feet more or less.**

THE THIRD SCHEDULE ABOVE REFERRED TO:

PART-I

(COMMON AREAS/AMINITIES/FACILITIES)

1. The foundation columns beams support corridors, lobbies, stairs, stairways landings, entrances, exits and pathways.
2. Entrance and exit gates of the premises.
3. Paths passages and open spaces in the building other than those reserved or be intended to be reserved for parking of motor cars/two wheelers as may be sanctioned by the appropriate authority or marked by the Promoter for use of any Allottee.
4. Entrance lobby in the ground floor of the building.
5. Driveways in the open compound of the premises.
6. Two staircases including landings on all the floors of the building upto top floor.
7. Lifts and their accessories installations and spaces required therefore.
8. Standby one or more diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of lifts and pump and generator space/room in the ground floor of the Project.
9. Electrical wiring, meters and fittings and fixtures for lighting the staircases lobby and other common areas (excluding those as are installed for any particular Apartment) and space required for the meter boxes.
10. Water pump and motor with installations and with water supply pipes from the underground water reservoir to overhead water tanks and with distribution pipes from over-head water tank connecting to different Apartments.
11. Overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
12. Water sewerage and drainage connection pipes from the Apartments to drains and sewers to the municipal drain.
13. Common toilet in the ground floor of the premises.
14. Space for darwan/security guard.
15. Requisite arrangement of intercom/EPABX with connections to each individual

- Apartment from the reception in the ground floor.
16. Windows/doors/grills and other fittings of the common areas of the Project.
 17. Ultimate Roof other than those portions thereof required for putting signage, neon light or advertisement material of this Project or other real estate Projects of the Promoter or its sister concern and for utilities.
 18. Fire Fighting system.
 19. Double Height Multipurpose Hall, Games Room, Gymnasium Room with Equipments and Swimming Pool with separate changing rooms for gents and ladies.
 20. Land contained in the premises.
 21. Boundary walls.

PART-II
(Specifications)

1. FOUNDATION Reinforced concrete cement structure.
2. WALLS Conventional brickwork or Fly Ash Brickwork or AAC Block or Equivalent.
3. WALL FINISH (i) Interior – Plaster of Paris.
(ii) Exterior – High quality paint.
4. FLOORING (i) Bedrooms and Living-Dining – Vitrified tiles.
(ii) Kitchen – Anti skid ceramic tiles.
(iii) Toilet – Anti skid ceramic tiles.
5. KITCHEN (i) Granite platform.
(ii) Stainless steel Sink.
(iii) Dado tiles upto 2 ft above kitchen counter.
6. TOILET (i) Sanitaryware of Duragrace/Parryware/Hindware or equivalent make.
(ii) CP Fitting of JAQUAR/ESSCO or equivalent make.
(iii) Toilet Walls – Glazed tiles on the walls upto door height.
7. DOORS & WINDOWS (i) Main Door – Laminated Flush Door with night latch.
(ii) Internal Door – Flushed door with lock.
(iii) Windows – Aluminium/UPVC windows with glass panes.
(iv) MS A.C. Ledge
8. LIFTS Otis, LT, Kone, Mitsubishi or Equivalent make.
9. WATER SUPPLY KMC water supply.
10. ELECTRICAL (i) AC Points with concealed wiring in Living/Dining and bedrooms.
(ii) Provision for Television and Telephone Points in Living/Dining and master bedroom.
(iii) Ample necessary electrical points in bedrooms, living/dining, kitchen and toilets with central MCB.
(iv) Door bell point at the main entrance door.
(v) Concealed wiring with modular switches.
11. COMMON (i) Overhead illumination for compound and street lighting.
(ii) Necessary illumination in all lobbies, staircases and common areas.
12. AMENITIES (i) Adequate capacity standby generator for common areas and services.
(ii) Standby Generator with adequate load to Apartments (at extra costs).

13. CIRCUIT TV Closed circuit T.V. at ground floor.
14. INTERCOM Intercom connectivity between the security and Apartments.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common Expenses)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and the amenities/facilities/mechanical car parking spaces etc. and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Maintenance In-charge) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the property as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tide condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping paths, passages and driveways in good repair and clean and tidy and edged where necessary and clearing the same when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the property.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Flat) in the property as may be necessary keeping cleaned the common parts and paths passages landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming parts of the property.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Sellers may think fit.
11. Maintaining and operating the lifts.
12. Maintaining and operating the Standby Diesel Generator Set(s).
13. Providing and arranging for the emptying receptacles for rubbish.
14. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual owner/occupiers of any Apartment.
15. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the flat of any individual Allottee of any flat.
16. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the flats.
17. After formation and operational of the Association, employing qualified accountant for the

purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.

18. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the building excepting those which are the responsibility of the owner/occupier of any Apartment.
19. Insurance of fire-fighting appliances and other equipments for common use and maintenance renewal and such other equipment as the Promoter may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
20. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
21. The provision for maintenance and renewal of any equipment and the provision of any other service which in the option of the Maintenance in-charge it is reasonable to provide.
22. In such time to be fixed annually as shall be estimated by the Maintenance in-charge (whose decision shall be final) to provide a reserve fund, besides the Maintenance Deposit to be held by the Promoter and upon its formation and operation by the Association, for items of expenditure referred to in this schedule to be or expected to be incurred at any time.
23. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Maintenance In-charge and shall only be applied in accordance with unanimous or majority decision of the Other Allottees and with the terms of this Schedule.
24. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and the amenities/facilities/mechanical car parking spaces etc. and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
25. Painting with quality paint as often as may (in the opinion of the Maintenance In-charge) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the property as usually are or ought to be.
26. Keeping the gardens and grounds of the property generally in a neat and tide condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
27. Keeping paths, passages and driveways in good repair and clean and tidy and edged where necessary and clearing the same when necessary.
28. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
29. Paying such workers as may be necessary in connection with the upkeep of the property.
30. Insuring any risks.
31. Cleaning as necessary the external walls and windows (not forming part of any Flat) in the property as may be necessary keeping cleaned the common parts and paths passages landing and stair cases and all other common parts of the building.
32. Cleaning as necessary of the areas forming parts of the property.
33. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Sellers may think fit.

34. Maintaining and operating the lifts.
35. Maintaining and operating the Standby Diesel Generator Set(s).
36. Providing and arranging for the emptying receptacles for rubbish.
37. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual owner/occupiers of any Apartment.
38. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the flat of any individual Allottee of any flat.
39. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the flats.
40. After formation and operational of the Association, employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
41. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the building excepting those which are the responsibility of the owner/occupier of any Apartment.
42. Insurance of fire-fighting appliances and other equipments for common use and maintenance renewal and such other equipment as the Promoter may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
43. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
44. The provision for maintenance and renewal of any equipment and the provision of any other service which in the option of the Maintenance in-charge it is reasonable to provide.
45. In such time to be fixed annually as shall be estimated by the Maintenance in-charge (whose decision shall be final) to provide a reserve fund, besides the Maintenance Deposit to be held by the Promoter and upon its formation and operation by the Association, for items of expenditure referred to in this schedule to be or expected to be incurred at any time.
46. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Maintenance In-charge and shall only be applied in accordance with unanimous or majority decision of the Other Allottees and with the terms of this Schedule.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Facts about Devolution of Title to the Project Land)

A. Shri Pradeep Kumar Choudhary (since deceased), Shri Vinay Kumar Choudhary, Shri Vikash Choudhary along with the Owner Nos. 2, 3, 4 and 7 abovenamed and the Co-owner/Promoter hereto and Smt. Arati Devi Choudhary wife of Late Narsingh Chowdhury collectively were the joint owners of the said Property, being **ALL THOSE** the pieces and parcels of contiguous land situate and lying at and being Premises Nos. 124, 125, 126, 127, 127A, 128, 129, 130, 131A, 131B, 131C and 131D, Buroshibtalla Main Road, Police Station – Behala, Kolkata – 700038 containing an aggregate area of 154 Cottahs 03 Chittacks 24 Square feet more or less together with the dwelling house sheds and structures each thereat (hereinafter referred to as “the **Larger Property**”) under and by virtue of Decree dated 27th July, 2016 passed by the

Learned 7th Civil Judge (Senior Division) at Alipore in Title Suit No. 194 of 1992 (Pramod Kumar Choudhary and Another –Vs- Amit Kumar Choudhary and others) and registered with the District Sub-Registrar-II, Alipore, South 24-Parganas in Book No. I, Volume No. 1602-2017, Pages from 60241 to 60312, Being No. 160202103 for the year 2017, in the following shares and proportion:

(i)	Pradeep Kumar Choudhary	38.69% undivided share
(ii)	Pramod Kumar Choudhary	14.90% undivided share
(iii)	Prabhat Kumar Choudhary	14.90% undivided share
(iv)	Amit Kumar Choudhary	14.90% undivided share
(v)	Vinay Kumar Choudhary	03.00% undivided share
(vi)	Vikash Choudhary	03.00% undivided share
(vii)	Anil Kumar Choudhary	03.00% undivided share
(viii)	(Smt.) Arati Devi Choudhary	02.90% undivided share
(ix)	SKDJ Sky Height LLP	04.71% undivided share
	Total:	<u>100%</u>

B. The said (Smt.) Arati Devi Choudhary wife of late Narsingh Chowdhury granted conveyed and transferred, by way of gift, her undivided 02.90% share right title and interest in the Larger Property unto and in favour of her son Anil Kumar Chowdhury by a Deed of Gift dated 23rd March 2017 registered with the District Sub-Registrar-II, Alipore, South 24-Parganas in Book No. I, Volume No. 1602-2017, Pages from 63692 to 63712, Being No. 160202306 for the year 2017.

C. The Kolkata Municipal Corporation amalgamated the said premises Nos. 124, 125, 126, 127, 127, 128, 129, 130, 131A, 131B, 131C and 131D, Buroshibtalla Main Road, Police Station Behala Kolkata-700038 into a single municipal premises and renumbered such amalgamated premises as No. 125, Buroshibtalla Main Road, Police Station Behala, Kolkata-700038 containing an aggregate area of 154 Cottahs 03 Chittacks 24 Square feet more or less together with the dwelling house sheds and structures each thereat.

D. The said Pradeep Kumar Choudhary (since deceased), being the one of the owners, hereto, granted conveyed and transferred, by way of gift, (i) undivided 04.74% share in the Larger Property out of his undivided 38.69% share right title and interest therein unto and in favour of his brother Pramod Kumar Choudhary (being Owner No. 2 hereto) and (ii) undivided 05.61% share in the Larger Property out of his undivided 38.69% share right title and interest therein unto and in favour of his brother Prabhat Kumar Chowdhary (being Owner No. 3 hereto), absolutely and forever, by a Deed of Gift dated 1st December 2020 registered with the District Sub-Registrar-III, Alipore, South 24 Parganas in Book I, Being No. _____ for the year _____.

E. The said Pradeep Kumar Choudhary, granted conveyed and transferred by way of gift, undivided 04.96% share right title and interest in the Larger Property out of his undivided 38.69% share right title and interest therein unto and in favour of his nephew (son of Donor's full-blood brother late Prakash Kumar Choudhary) Amit Kumar Choudhary (the Owner No.4 hereto), absolutely and forever, by another Deed of Gift dated 1st December 2020 also registered with the District Sub-Registrar-III, Allpore, South 24 Parganas in Book I, Being No. _____ for the year ____.

F. In the premises, Shri Pradeep Kumar Choudhary (since deceased), Shri Vinay Kumar Choudhary, Shri Vikash Choudhary along with the Owner Nos. 2, 3, 4 and 7 abovenamed and the Co-owner/Promoter hereto became the joint owners of the Larger Property, being Municipal Premises No.125, Buroshibtalla Main Road, Police Station Behala, under Ward No.117 of the Kolkata Municipal Corporation, Kolkata-700038 containing an aggregate area of 154 Cottahs 03 Chittacks 24 Square feet more or less and their names were mutated as owners of the Larger Property in the records of the Kolkata Municipal Corporation vide assesse No.41-117-02-0125-9.

G. Shri Pradeep Kumar Choudhary (since deceased), Shri Vinay Kumar Choudhary, Shri Vikash Choudhary along with the Owner Nos. 2, 3, 4 and 7 abovenamed entered into a

Development Agreement with the Co-owner/Promoter herein, being Development Agreement dated 1st December 2020 and registered at the office of District Sub-Registrar III, in Book No. 1, Volume No.1603-2021, Pages from 5079 to 5145, Being No. 160302870 for the year 2020 (hereinafter referred to as the "**Original Development Agreement**"). Under the said Original Development Agreement, Shri Pradeep Kumar Choudhary (since deceased), Shri Vinay Kumar Choudhary, Shri Vikash Choudhary along with the Owner Nos. 2, 3, 4 and 7 abovenamed granted the Promoter the sole and exclusive right and authority to develop the New Buildings at the Larger Property and to market, commercially exploit and sell the Saleable Areas thereat for mutual benefit and for the consideration and on the terms and conditions therein contained.

H. Subsequently, Shri Pradeep Kumar Choudhary died testate after making and publishing his Last Will and Testament dated 21st December 2020 whereby and whereunder he appointed his daughter in law Sm. Chandni Choudhary (the as his Executrix and gave devised and bequeathed his entire share in the Larger Property with all rights and entitlements under the said Original Development Agreement unto and in favour of his wife Sm. Usha Choudhary absolutely. Sm. Chandni Choudhary has applied for grant of probate of the said Last Will and Testament dated 21st December 2020 of late Pradeep Kumar Choudhary before the Hon'ble High Court at Calcutta vide P.L.A. No.217 of 2022. The son and daughter of late Pradeep Kumar Choudhary namely Gaurav Choudhary and Sm. Puja Agarwal have given their consent for grant of probate of the said Last Will and Testament dated 21st December 2020 of late Pradeep Kumar Choudhary.

I. The Promoter has caused to be sanctioned the Building Plan for construction of New Buildings at the Larger Property from the Kolkata Municipal Corporation vide Building Permit No. 2024130052 dated 14.06.2024. In order to obtain sanction of the said building plan, all the owners of the Larger Property (including the Promoter) by a Deed of Gift dated 12th March, 2024 registered in the office of District Sub-Registrar-II, South 24 Parganas in Book No. 1, Volume No. 1602-2024, Pages 115356 to 115372, Being No. 160203882 and another Deed of Corner Splay dated 13th March, 2024 registered in the office of District Sub-Registrar-II, South 24 Parganas in Book No. 1, Volume No. 1602-2024, Pages 115340 to 115355, Being No. 160203880 for the year 2024, had gifted a total area of 607.03 Square metre land out of the Larger Property equivalent to 09 Cottah 01 Chittack 09 Square feet (more or less) to the Kolkata Municipal Corporation (hereinafter referred to as "**KMC**"). After such gifts to KMC, the total area of the said premises No.125, Buroshibtalla Main Road, Police Station Behala, Kolkata-700038 stood reduced to about 145 Cottah 02 Chittacks and 15 Square feet (more or less) (as morefully described in the **First Schedule** hereunder written and hereinafter referred to as "the **Project Land**").

J. Subsequently, Shri Vinay Kumar Choudhary son of late Narsingh Chowdhury granted conveyed and transferred, by way of gift, his undivided 03% share right title and interest in the Project Land together with all benefits, rights and obligations arising out of (i) the said Original Development Agreement and (ii) the said Sanction Plans, unto and in favour of his son Devashish Choudhary by a Deed of Gift dated 06th August 2024 registered with the District Sub-Registrar-IV, Alipore, South 24-Parganas in Book I, Being No._____for the year 2024.

K. The said Shri Vikash Choudhary son of late Narsingh Chowdhury granted conveyed and transferred, by way of gift, his undivided 03% share right title and interest in the Project Land together with all benefits, rights and obligations arising out of (i) the said Original Development Agreement and (ii) the said Sanction Plans, unto and in favour of his son Aravind Choudhary by a Deed of Gift dated 06th August 2024 registered with the District Sub-Registrar-IV, Alipore, South 24-Parganas in Book I, Being No._____for the year 2024.

L. In terms of the discussions and mutual decisions between the Owners herein and the Promoter, the Owner Nos. 2 to 7 hereto along with Sm. Chandni Choudhary (as executrix to the estate of late Pradeep Kumar Choudhary son of late Muralidhar Choudhary) decided to sell convey and transfer 30% of their share in the Project Land being 41.50 Cottahs out of 138.31 Cottahs land owned by them unto and in favour of the Promoter Together with benefits of the said building plan to the extent of their 30% share in the Project Land and Together with all benefits of revenue attributable to their 30% share in the Project Land under the said Original Development Agreement and by a Deed of Conveyance dated 16th August 2024 and registered with the District Sub-Registrar-____, Alipore, South 24 Parganas in Book I, Being No._____for the year 2024, the Owner Nos. 2 to 7 hereto along with Sm. Chandni Choudhary (as executrix to the estate of late Pradeep Kumar Choudhary son of late Muralidhar Choudhary), for the consideration therein mentioned, have granted sold conveyed and transferred their 28.587% undivided share in the Project Land unto and in favour of the Promoter, absolutely and forever, and Sm. Usha Choudhary, Shri Gaurav Choudhary and Sm. Puja Agarwal have concurred confirmed and assured such sale by joining in as confirming party thereto. Under the said Deed of Conveyance, Shri

Gaurav Choudhary and Sm. Puja Agarwal have also declared that they do not have any share right title or interest of and in the entirety of the Larger Property being premises No. 125 Buroshibtalla Main Road, Kolkata-700038 measuring 154.22 Cottahs more or less and that their mother Sm. Usha Choudhary is the sole and absolute owner/beneficiary of the entire share of late Pradeep Kumar Choudhary in the Project Land and is entitled to all his rights and benefits arising out of the said Development Agreement.

M. The Owners hereto along with Sm. Chandni Choudhary (as executrix to the estate of late Pradeep Kumar Choudhary son of late Muralidhar Choudhary) and the Promoter have entered into a Modified Development Agreement dated 16th August, 2024 registered with the District of Sub-Registrar-III, South 24 Parganas in Book I, Volume No.1603-2024, Pages from _____ to _____, Being No. 1603_____ for the year 2024 ("**Development Agreement**", which expression shall unless excluded by or repugnant to the subject or context mean and include any further supplemental agreement or agreements executed between the Owners and the Promoter in respect of the Project Land) for the purpose of development by the Promoter of a real estate project over the land contained in the Project Land belonging to the Owners and the Promoter jointly, for mutual benefit and for the consideration and on the terms and conditions therein contained.

N. Probate of the said Last Will and Testament dated 21st December 2020 of late Pradeep Kumar Choudhary has been granted by the Hon'ble High Court at Calcutta on _____ in P.L.A. No.217 of 2022. The said Executrix Chandni Choudhary, by her acts assented and consented to the bequests made by late Pradeep Kumar Choudhary under his said Will, inter-alia, in respect of his share in the Project Land unto and to the sole legatee thereof Sm. Usha Choudhary (being the Owner No.1 hereto) absolutely.

O. In the premises, the Owners hereto along with the Co-owner/Promoter hereto became the joint owners of the Project Land, being Municipal Premises No.125, Buroshibtalla Main Road, Police Station Behala, under Ward No. 117 of the Kolkata Municipal Corporation, Kolkata-700038 containing an aggregate area of 145 Cottahs 02 Chittacks 15 Square feet more or less, in the proportion mentioned in Recital A hereinabove.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

PART-I

(Payment of Taxes and Outgoings)

1. **TAXES AND OUTGOINGS:** The Allottee binds himself and covenants to bear and pay and discharge the following expenses and outgoings: -

(i) Proportionate share of all Common Expenses (including those mentioned in **Fourth Schedule** hereinabove written) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-charge, maintenance charges as be then decided by the Maintenance In-charge (hereinafter referred to as "the **Common Area Maintenance Charges**" or "**CAM Charges**"). It is expressly agreed and clarified that the said minimum rate subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the expenses incurred for providing and maintaining essential common services to the Other Allottees. CAM Charges shall be payable by the Allottee on the Maintenance Chargeable Area mentioned in the **Second Schedule** hereinabove written.

It is clarified that such minimum rate of maintenance charge does not include carrying out of any major repair, replacement, renovation or like of the Common Areas or the Common Installations (including painting of the exterior of the Building) and the same shall be borne proportionately by the Allottee separately and paid to the Maintenance In-charge.

(ii) The charges for provision of back-up power to the extent of Watts power mentioned in Item No. 3 of Clause 1.2.2 of Section-III of this agreement to be provided to the Allotted Apartment during power failure/load shedding from the Diesel Generator Set. Such charges shall be calculated taking into account the costs (both fixed and variable, including the cost of diesel, consumables and other stores) of running and maintaining the DG Sets and be billed accordingly on the Allottee proportionately on the basis of power allotted in the Allotted Apartment or shall

be ascertained by such other suitable mechanism as may be so decided by the Promoter or the Maintenance In-charge.

(iii) Property tax, municipal rates and taxes and water tax, if any, assessed on or in respect of the Allotted Apartment directly to the concerned authority Provided That so long as the Allotted Apartment is not assessed separately for the purpose of such rates and taxes, the Allottee is liable to and shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the Project.

(iv) Charges for water and any other utilities consumed by the Allottee and/or attributable or relatable to the Allotted Apartment against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Allotted Apartment and/or its Appurtenances wholly and if in common with the other Other Allottees proportionately, to the Maintenance In-charge or the appropriate authorities as the case may be.

(v) All other taxes impositions levies cess fees expenses and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Allotted Apartment by the Allottee wholly in case the same relates to the Allotted Apartment and proportionately in case the same relates to the Project or the Common Areas thereof.

(vi) The Allottee shall also be liable to pay applicable Goods and Services Tax and/or other taxes which are now or may hereafter become payable on any of the aforesaid payments rates taxes impositions and/or outgoings.

(vii) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

2.1 All payments mentioned in this Schedule shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Allottee or in the letter box in the ground floor earmarked for the Allotted Apartment without any delay, demur or default and the Allottee in any event shall be liable to indemnify and keep saved harmless and indemnified the Promoter , the Association and the Maintenance-in-Charge and all other Other Allottees for all losses damages costs claims demands and proceedings as may be suffered by them or any of them due to non-payment or delay in payment of all or any of such amounts and outgoings. Any discrepancy or dispute that the Allottee may have on such bills shall be sorted out within a reasonable time but payment shall not be with-held by the Allottee owing thereto. Any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof.

2.2 The liability of the Allottee to pay the aforesaid outgoings and impositions shall accrue with effect from the date of delivery of possession of the Allotted Apartment by the Promoter to the Allottee or from the expiry of 60 days from the date of the Promoter giving the Notice for Possession to the Allottee in terms of clause 7.2 of Section III hereinabove, whichever be earlier.

PART-II

(House Rules for the user of the Allotted Apartment)

1. Right of Allottee to use Common Areas and essential services:

(a) The Allottee doth hereby agree and confirm to acquire the Apartment on the specific understanding that his right to the use of Common Areas and availing the essential services provided and maintained by the Maintenance In-charge shall be subject to timely payment of CAM Charges, Club Subscription Charges as billed in terms hereof by the Promoter or facility maintenance agency or the Association of the Allottees as the case may be and performance by the Allottee of all his obligations in respect of the terms and conditions contained in this agreement and specified by the Maintenance In charge or the Association of Allottees from time to time.

(b) The Allottee acknowledges that upkeep of the Common Areas and availing the essential

services provided maintained by the Maintenance In-charge is for the benefit of all the Other Allottees in the Project and non-payment thereof by the Allottee would adversely affect the services and maintenance and/or interest of the other Apartment Owners and as such in the event of any default on the part of the Allottee in making timely payment of such CAM Charges and Club Subscription Charges, the Allottee shall be liable to pay interest at the rate of 18% per annum on the amounts remaining outstanding.

And if such default shall continue for a period of three (3) months then and in that event the Allottee shall not be entitled to avail of any of the facilities and/or utilities available to the Allottee and the Maintenance In-charge (whether it be the Promoter and/or facility maintenance agency and/or the Associations of the Allottees as the case may be) shall be entitled to and the Allottee hereby consents:

(i) to withdraw the lift facilities, Club Facilities and other common services and/or facilities to the Allotted Apartment of the Allottee and/or to the members of its family including the Allottee's visitors, servants and agents;

(ii) to demand and directly realize rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the Allotted Apartment.

(iii) to disrupt the supply of water and/or power back-up through the generator in the Allotted Apartment of the Allottee etc.

(iv) to claim all expenses including attorney's fees paid and/or incurred by the Maintenance In-charge in respect of any proceedings brought about to realise such unpaid CAM Charges or Club Subscription Charges or to enforce any lien in respect of such unpaid CAM Charges or Club Subscription Charges.

And such services and/or facilities shall not be restored until such time the Allottee has made payment of all the amounts lying in arrears together with interest accrued at the aforesaid rate and the cost charges and expenses incurred by the Maintenance In-charge for disconnecting or disrupting such services and/or facilities and also for restoring the same.

2. Allottee's Covenants For Usage of the Allotted Apartment:

2.1 After the Allottee has taken over possession of the Allotted Apartment, the Allottee as a separate covenant has agreed:

a) To co-operate at all times with the other allottees/occupiers of the other Apartments Acquirers and the Promoter and the Maintenance In-charge in the management maintenance control and administration of the Project and the Common Areas.

b) To observe and abide by the rules and regulations framed from time to time by the Maintenance In-charge for the user and maintenance of the Project including the Club.

c) To use the Allotted Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever and shall not do or permit to be done any noisy illegal or immoral activity at the Allotted Apartment or any activity which may cause nuisance or annoyance to the other Other Allottees.

d) To apply for and obtain at his own costs separate assessment and mutation of the Allotted Apartment in his name in the records of concerned authority within 06 (six) months from the date of conveyance.

e) To keep the Common Areas and services and facilities availing therefrom, open spaces, parking areas, paths, passages, land scaping, staircases, lobby, landings etc. in the Project free from obstructions and encroachments and in a clean and orderly manner.

f) To abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, concerned Municipality/Panchayat/Authority, CESC, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Allotted Apartment as well as the user operation and maintenance of lifts, generator, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.

(g) To keep the Allotted Apartment Flat in a clean, tidy and repaired condition and to clean both sides of all windows and window frames and all other glass and other panels in the said Allotted Apartment.

2.2 The Allottee hereby further covenants by way of negative covenants as follows:

a) NOT to sub-divide the said Allotted Apartment or the facility to park at Parking Space or any part thereof.

b) NOT to do any act deed or thing or obstruct the construction and completion of the said building in any manner whatsoever notwithstanding any temporary obstruction in the Allottee's enjoyment of the Allotted Apartment.

c) NOT to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the Project and/or compound or any portion of the Building except in the space for garbage to be provided in the ground floor of the said building.

d) NOT to hang from or attach to the beams columns or rafters nor store or keep any articles or machinery within the Allotted Apartment which are heavy or likely to affect or endanger or damage the building or any part thereof.

e) NOT to fix or install air conditioners in the Allotted Apartment save and except at the places, which have been specified in the Allotted Apartment for such installation.

f) NOT to keep or allow goods, articles or materials of any description to be stored, stocked or displayed on any of the common parts.

g) NOT to do or cause anything to be done in or around the said Apartment which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the Allotted Apartment or any portion over below or adjacent to the Allotted Apartment.

h) NOT to use the Allotted Apartment or any part or portion thereof for any political meeting nor for any trade or business.

i) NOT to permit any sale by auction or public meeting or exhibition by display to be held upon the Allotted Apartment nor to permit or suffer to be done into or upon the Allotted Apartment or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, unreasonable annoyance or unreasonable inconvenience to the other Allottees and/or occupiers.

j) NOT to keep in the Allotted Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable, radioactive or explosive which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the Allotted Apartment and/or any other Apartment in the said Project.

k) NOT to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the Project.

l) NOT to close or permit the closing of verandahs or balconies or the Common Areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs or balconies or any external walls or the fences of external doors and windows including grills of the Allotted Apartment which in the opinion of the Maintenance In-charge differs from the colour scheme of the building or may affect the elevation in respect of the exterior walls of the said building.

m) NOT to install grills which are protruding the windows, such grills to be fitted only inside the windows and shall be of such design as shall be approved by the Promoter and / or the Architect.

n) NOT to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the Allotted Apartment or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.

o) NOT to remove or shift any load bearing wall of the Allotted Apartment nor to make in the Allotted Apartment any structural addition and/or alteration such as beams, columns, partition walls etc. thereof or improvement of a permanent nature except with the prior approval in writing of the Promoter and/or any concerned authority.

p) NOT to fix or install any antenna on the roof or terrace of the building excepting that the Allottee and all other Other Allottees shall jointly be entitled to avail of the central antenna facilities if so provided by the service providers to them at their costs.

q) NOT to use the said Allotted Apartment or permit the same to be used as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever.

r) NOT to display or permit any person to display raw meat or sacrificing of animals on the common parts or portions of the said building or at the Project.

s) NOT to commit or permit to be committed any form of alteration or changes in the beams, columns, pillars of the building passing through the Allotted Apartment or the Common Areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving any other Apartment in or portion of the Project.

t) NOT to carry or cause to be carried any wiring for electricity, broadband connection, cable TV or for any other purpose by cutting holes in the exterior walls of the Allotted Apartment or walls of the common areas except through from the electrical ducts only.

u) NOT to install or keep or operate any generator in the Allotted Apartment or in any Common Areas.

v) NOT to install any dish-antenna on the balcony and/or windows of the Said Building;

w) NOT to install any type of air-conditioners (window or split) on the external walls of the Said Building and no window air-conditioners will be installed by cutting open any wall, save at the place specifically earmarked by the Promoter for the same.

x) NOT to install any collapsible gate on the main door/entrance of the Said Apartment;

y) NOT to misuse or permit to be misused the water supply to the Allotted Apartment;

z) NOT to hang or cause to be hung clothes from the balconies of the Allotted Apartment.

2.3 Allottee's Covenants For Usage of the Parking Space, if allotted:

a) The facility to park at Parking Space if allotted to the Allottee shall be used only for the purpose of parking of a passenger motor car/two wheeler as the case be of the Allottee and shall not be used for any other purpose whatsoever.

b) The Allottee shall not use or permit anybody to use the Parking Space for storage, rest, recreation, sleep of servants, drivers or else one nor shall cover up and/or make any construction on its parking space.

c) The Allottee shall not park nor shall permit anybody to park car in his Parking Space in a manner, which may obstruct the movement of other car(s) nor shall park motor car on the passage, pathway or open spaces of the building or at any other spaces except the space allotted to it.

d) In the event of the Allottee washing car or permitting anybody to do so in that event it will be obligatory on the part of the Allottee to clean up the entire space.

e) The Allottee agrees not to grant, transfer, let out or part with the facility to park at the Parking Space if any, independent of the Allotted Apartment nor vice versa, with the only exception being that the Allottee may grant transfer let out or part with the facility to park at the Parking Space, if any or the Allotted Apartment independent of the other or others to any other Other Allottees of the Building and none else.

f) The Allottee agrees and consents that the Parking Space/s provided in the Project are for the benefit of all the Allottee/s or occupant/s of the Project. The Parking Space/s have to be earmarked to the Allottees for facilitating the smooth functioning and use of Parking Space/s. In the absence of such earmarking of Parking Space/s, the use of the Parking Space/s would result in disharmony and periodical disputes amongst the Allottees/occupants of the various Apartments. In view of the same the Allottee/s hereby irrevocably authorizes the Promoter to earmark Parking Space/s to the Allottee/s at their discretion in the mutual interest of one and all in order to maintain peace, cordiality and harmony among the Allottees/Occupants of the various Apartments. The Allottee/s further declares that they are bound by such earmarking of Parking Space/s by the Promoter and will not question the authority of the Promoter in doing so or desist from making any issue or claims in respect thereto.

g) The Allottee agrees to abide by all the rules and regulations as may be made applicable from time to time for the use of the Parking Spaces by the Maintenance In-charge.

3. Breach of House Rules: The Allottee shall be fully responsible for any loss or damage arising out of breach of any of the aforesaid House Rules.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

(Other terms and conditions)

1. Additions or Replacements: As and when any plant and machinery, including but not limited to, DG set, lifts, pumps, firefighting equipments or any other plant, machinery and/or equipment of capital nature etc. require major repairs, renovation, replacement, up gradation, additions etc. or as and when painting of the exterior of the building is required, the cost thereof shall be contributed by all the Other Allottees in the Project on proportionate basis as specified by the Promoter and upon its formation by the Association and its taking charge of the acts relating to the Common Purposes and the concerned persons, at the material time, shall have the sole authority to decide the necessity of such replacement, upgradation, additions, painting etc. including its timings or cost thereof and the Allottee agrees to abide by the same. It is clarified that the CAM charges as be fixed and charged to the Other Allottees does not include the above cost.

2. Maintenance and Association

2.1 Upon completion of the Project and obtaining of the completion certificate of the Project and formation and operationalization of the Association of the Allottees, the Promoter will hand over management for maintenance of the Project to the Association for which the Allottee may be required to execute an instrument. The Allottee will be required to complete the formalities of becoming a member of the Association. The Allottee shall observe and abide by all the byelaws, rules and regulations prescribed by the Association in regard to user and enjoyment of the Allotted Apartment and common areas and facilities in the Project.

2.2 The Allottee and/or the Association shall not do any act deed or thing which may restrict or impede sale or otherwise transfer of the unsold Apartments to any of the prospective Allottees.

2.3 For availing essential services and maintenance of the Common Areas, the Allottee shall be liable to remit per month the CAM Charges as per the Maintenance Chargeable Area of his Apartment to the Promoter or the facility maintenance agency and upon its formation to the Association by them from time to time.

2.4 For availing Club facilities, the Allottee shall be liable to remit per month the Club Subscription Charges to the Promoter or the facility maintenance agency and upon its formation to the Association by them from time to time.

3. Interim Maintenance Period:

3.1 During the interim maintenance and providing essential services period between obtaining of the completion certificate of the Project and formation and operationalization of the Association, the Promoter itself or through a facility management agency shall provide and maintain essential services in the Project (including the Club).

3.2 The Rules/Bye Laws to regulate the use and maintenance of the Common Areas and provide essential services shall during the interim maintenance period shall be such as may be framed by the Promoter itself or through the facility management agency with such restrictions as it deems fit and proper and all the Allottees are bound to follow the same. After the maintenance and management of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws as may be framed by the Promoter , with or without amendments, as may be deemed necessary by the Association.

3.3 For the avoidance of any doubt, it is clarified that if within the time period of 60 days specified by the Promoter in the notice issued by the Promoter to the Allottee and the Other Allottees, the Other Allottees fails and/or neglects to take over from the Promoter the hand over and/or transfer, as the case may be, of the Common Areas and the responsibilities of maintenance and providing essential services then on the expiry of the aforesaid period, the Promoter shall no longer be liable or responsible for the same. Each of such liabilities, responsibilities, obligations etc. shall on and from such date be and/or be deemed to stand vested in all the Other Allottees including the Allottee hereto. Further, as and when the Promoter deems fit and proper, the Promoter will also transfer to the Association upon its formation and taking charge of the acts relating to the Common Purposes the Maintenance Deposit amount made by the Allottee without any interest thereon, after adjusting all amounts then remaining due and payable by the Allottee to the Promoter together with interest accrued thereon, and the amounts thus transferred, shall be held by the Association, to the account of the Allottee, for the purposes therefore.

4. Nomination by Allottee:

(a) This Agreement is personal to the Allottee and in no event the Allottee shall be entitled to enter into any agreement for sale, transfer and/or nominate any other person in its place and stead without the consent of the Promoter, in writing. In case the Allottee desires to nominate/transfer the said Apartment prior to execution of the Conveyance, the Allottee shall be entitled to do so after making payment of a sum calculated @ 2% (two percent) of the market value prevailing at the material time for the Allotted Apartment (hereinafter referred to as the Nomination Costs) alongwith the applicable taxes and along with the legal documentation charges for such nomination.

(b) The Allottee hereby covenants that such nomination costs are fair and reasonable.

(c) Upon such nomination being effected, such Nominee shall be deemed to have been substituted in place and stead of the Allottee hereto.

5. Conditions on Transfer by Allottee: The Allottee shall not be entitled to let out, sell, transfer, assign or part with possession of the Allotted Apartment until all the charges outgoings dues payable by the Allottee to the Maintenance In-charge in respect of the Allotted Apartment are fully paid up and a No Dues certificate is obtained by the Allottee from the Maintenance In-charge.

6. Right to put Neon-Sign etc. by Promoter :The Promoter and the Owners shall be entitled to put or allow its group companies or associate concerns or the acquirers of the retail spaces in the Building to put neon-sign, logo or like on the Roof or on the façade of the Building as the Promoter may in its sole discretion, think fit and proper and such right shall be excepted and reserved unto the Promoter.

7. Dishonour of Payment Instruments

In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available in this agreement. Further, the Promoter shall intimate the Allottee of the dishonour of the cheque and the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Promoter of all the amounts and the charges charged by the bank to the Promoter against dishonour of the cheque plus a fixed amount of Rs.1000/= (Rupees one thousand only) for dishonor of each cheque. In the event the said Demand Draft is not tendered within 15 days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee comes forward to pay the entire outstanding amounts and interest thereof and cheque dishonour charges and the said fixed amount for dishonourment of the cheque, the Promoter may consider the same at its sole discretion. In the event of dishonour of cheque, the

Promoter has no obligation to return the original dishonoured cheque.

8. Raising of finance by Promoter :

Notwithstanding anything to the contrary contained in Clause 20 of Section-III of this agreement, the Promoter shall have the right to raise finance/loan for construction of the Project from any financial institution and/or bank and for that purpose create mortgage, charge on the Project and/or securitization of the receivables, however, the Promoter shall not mortgage or create a charge on the Allotted Apartment after execution of this Agreement 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 Allotted Apartment. However, the Promoter shall, in the event any such mortgage or charge is made, cause to be redeemed/released the Allotted Apartment from the mortgagee at or before delivery of possession of the Allotted Apartment.

9. Deemed Possession

It is understood by the Allottee that even if the Allottee fails to take possession of the Allotted Apartment within 2 months from the date such possession is offered by the Promoter under clause 7.2 above of Section-III of this agreement, the Allottee shall be deemed to have taken possession on the expiry of the period of such notice, which date, for all purposes and irrespective of the actual date when the Allottee takes physical possession of the Allotted Apartment thereafter, will be deemed to be the possession date ("**Possession Date**").

On and from the Possession Date:

(i) The Allotted Apartment shall be at the sole risk and cost of the Allottee and the Promoter shall have no liability or concern thereof;

(ii) The Allottee shall become liable to pay the Maintenance Charges, Club Subscription Charges, property tax and other outgoings in respect of the Allotted Apartment and the Common Areas on and from the Possession Date;

(iii) All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the Common Areas shall be paid and borne by the Allottee proportionately and those relating only to the Allotted Apartment shall be borne solely and exclusively by the Allottee, with effect from the Possession Date.

(iv) All other expenses necessary and incidental to the management and maintenance of the Project shall be paid and borne by the Allottee proportionately.

10. It being also agreed between the parties that the Allottee shall also pay guarding charges to the Promoter at the rate of Rs.10000/- (Rupees ten thousand) only per month or part thereof from the expiry of the time mentioned in the possession letter till such time the Allottee takes the physical possession of the Allotted Apartment. Notwithstanding anything elsewhere to the contrary contained in this agreement including in the Schedules hereto, the Allottee expressly acknowledges understands and agrees that in the event of cancellation of the allotment of the Allotted Apartment and/or this Agreement in terms of this Agreement by the Promoter or the Allottee, as the case may be in that event the Promoter shall be at liberty to execute, present for registration and register unilaterally a deed of cancellation/extinguishment/declaration recording such cancellation without the requirement of the presence or signature of the Allottee in such deed of cancellation/extinguishment/declaration and the Allottee shall cease or be deemed to have ceased to have any right title or interest in the Allotted Apartment/ Building Project on and from the date of termination/cancellation.

11. Additional Constructions: The Allottee admits and acknowledges that at the treaty of sale of the Allotted Apartment to the Allottee, the Allottee has been specifically made aware of by the Promoter and the Owners that the Promoter and the Owners shall be entitled to do all or any of the following acts deeds matters and things as mentioned below and the Allottee shall not question or dispute the same and hereby grants its consent for the same:

(a) That the Promoter shall be entitled to and may construct additional floors/apartments/retail spaces by consuming unutilized Floor Area Ratio available for the Project and/or by constructing additional floors in the proposed buildings and/or by constructing a separate building in the Project in subsequent phases as per the plans as be sanctioned by the concerned authority and

the Promoter and the Owners shall be entitled to sell or otherwise deal with the same to its sole benefit and while doing so the Promoter shall ensure that there would not be any changes in the lay out of the Allotted Apartment;

(b) That the Promoter shall be entitled to use and allow any Allottee to use parking spaces including as mechanized car parking spaces and/or for parking motor car(s) in the Project as per the plan as sanctioned and as be sanctioned in future by the concerned authority.

For doing so by the Promoter, the Allottee agrees and ensures that he shall not in any way cause any obstruction hindrance or interference nor shall claim any right whatsoever over the benefits arising to the Promoter or the Owners by doing or carrying out the acts deeds and things mentioned in this clause including over additional constructions and/or additional car parking spaces, on the contrary the Allottee agrees to render all cooperation as may be necessary and required by the Promoter in that regard.

12. License For Fitout Works:

12.1 Upon constructing the Allotted Apartment as per the specification and subject to the Allottee making payment of the total consideration for the Allotted Apartment, the extras, the deposits and the taxes as mentioned in Clauses 1.2.1, 1.2.2, 1.2.3 and 1.2.4 of Section III of this agreement, the Promoter may, at the requisition of the Allottee, permit the Allottee to do fitout works in the Allotted Apartment.

12.2 During the period of permissive use, the Allottee shall only have temporary license to do fitout works in the Allotted Apartment and shall not be entitled to claim possession. The right of the Allottee to claim and have possession of the Allotted Apartment shall become effective with effect from the date of issuance of the Completion/Occupancy Certificate by the concerned authority and the Allottee shall become liable and responsible to observe fulfil and perform all the terms and conditions of this agreement applicable to the Apartment Acquisition taking possession of their respective apartments.

12.3 It is agreed that the Allottee, during the period of permissive use, shall be liable to pay electricity charges to the Promoter.

12.3 The Allottee agrees and undertakes, while doing fit-out works, not to shift any wall or make any loft and/or make any structural changes which causes any deviation from the Plan as sanctioned by the concerned authorities.

12.4 For doing fit-out works, all the Other Allottees including the Allottee hereto shall be permitted to use only service lift as be specified by the Promoter to transport men and such materials which are permissible to be carried in the service lift to their respective apartments. For heavy/large sized materials which are not permitted to be carried in the service lift, the Allottee and/or its men shall use the staircase. In case any damages are made to the Lifts and/or the stair/stairwell/walls of the stairwell by the Allottee and/or its men, the Allottee shall be held responsible for the same and the Allottee shall bear all expenses towards restoration of the damages. Until such time the Allottee repairs the damages, the rights of the Allottee to use the common spaces shall stay withdrawn.

13. Covenant: The Allottee doth hereby agree and covenant with the Promoter that the Allottee is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owner, right and entitlement of the Promoter, the sanctioned plans, all the background papers, the right of the Owners and the Promoter to enter into this Agreement, the scheme of development described in this Agreement and the extent of the rights being granted in favour of the Allottee and the negative covenants mentioned in this Agreement and the Allottee hereby accepts the same and shall not raise any objection with regard thereto.

14. Indemnity by Allottee: The Allottee shall be and remain responsible for and to indemnify the Promoter the Owners and the Maintenance-in-Charge against all damages, costs, expenses, claims, demands, actions and proceedings occasioned to the Project or any part thereof or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee or suffered by the Promoter or the Owners or the Maintenance In-charge as a result of any act of omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions of the Agreement to be observed fulfilled and performed by the Allottee.

THE EIGHTH SCHEDULE ABOVE REFERRED TO:

(PAYMENT PLAN)

The Total Consideration amount of **Rs. _____**/- for the Allotted Apartment mentioned in clause 1.2.1 of the agreement along with applicable GST and the extras and deposits as provided in clauses 1.2.2, 1.2.3 and 1.2.4 along with the applicable GST/taxes shall be paid by the Allottee to the Promoter in installments as follows:

MILESTONE	CONSIDERATION PAYMENT	EXTRAS AND DEPOSITS	OTHER EXPENSES
On Booking (Booking Amount)	10% of Total Consideration + GST		
On Execution of Sale Agreement	10% of Total Consideration + GST		Stamp duty (if any) + 50% of Legal Charges + Registration charges (if any) + Incidental Expenses.
On Completion of Piling	10% of Total Consideration + GST		
On casting of Basement raft	8% of Total Consideration + GST		
On Casting of Podium.	8% of Total Consideration + GST		
On Casting of 2nd Floor Roof of the Tower of the Allottees Unit	7% of Total Consideration + GST		
On Casting of 6th Floor Roof of the Tower of the Allottees Unit	7% of Total Consideration + GST		
On Casting of 10th Floor Roof of the Tower of the Allottees Unit	7% of Total Consideration + GST		
On Casting of 14th Floor Roof of the Tower of the Allottees Unit	7% of Total Consideration + GST	Club Development Charges + GST	
On Casting of 18th Floor Roof of any one of the Towers of the Project	7% of Total Consideration + GST	50% of VRV Charges + GST	
On Casting of 21st Floor Roof of any of the Towers of the Project	7% of Total Consideration + GST	Generator/ Power Backup Charges + GST	
On Completion of Windows of the Allottees Flat	7% of Total Consideration + GST	50% of VRV Charges + GST	
On possession or fit-out or within 90 days of receiving Notice for Possession from Promoter as stipulated in Clause 7.2 of this agreement, whichever be earlier	5% of Total Consideration + GST.	Advance Maintenance Deposit + Property Tax Deposit + Sinking Fund deposit + GST	Stamp duty (if any) + 50% of Legal Charges + Registration charges (if any) + Incidental Expenses.

The Promoter shall raise demands as and when applicable towards the same.

It is expressly agreed that GST at such rate as be applicable from time to time payable on the Total Consideration for the Allotted Apartment or part thereof shall be borne and paid by the Allottee to the Promoter with each installment. Presently the GST rate on the total consideration

is 5% and the GST rate on the Extras is 18%. Thus, presently the GST payable on the consideration and on the part of extras so far computed is **Rs. _____**.**00** and the same is subject to change as per government guidelines. Therefore, the Allottee shall pay to the Promoter (i) the Total Consideration of Rs. _____ /- plus applicable GST at present rates, and (ii) the part of Extras and Deposits so far computed is **Rs. _____** /- plus applicable GST at present rates, all aggregating to **Rs. _____** /- (Rupees _____) only.

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

Owners - Represented through its Constituted Attorney

SKDJ Sky Height LLP

Represented through its Authorized Signatory

[Owners/Vendors]

SKDJ Sky Height LLP

Represented through its Designated Partner

[Promoter]

Witnesses to the above executants:

Signature _____ Signature _____

Name _____ Name _____

Father's Name _____ Father's Name _____

Address _____ Address _____

DATED THIS DAY OF 2024

BETWEEN

SKDJ SKY HEIGHT LLP

... Promoter

And

USHA CHOUDHARY & ORS.

... Owners/Vendors

And

... Allottee

AGREEMENT FOR SALE

Apartment No. _____

Nidhara

PANKAJ SHROFF & COMPANY

Advocates

**"Diamond Heritage",
Unit N611, 6th floor,
16, Strand Road,
Kolkata – 700 001**