

AGREEMENT FOR SALE

This Agreement for Sale ("**AGREEMENT**") executed on this _____ day of _____ Two Thousand Twenty _____ (202_)

BY AND BETWEEN

KYAL DEVELOPERS PRIVATE LIMITED

Director / Authorised Signatory

(1) EVERSHP REALTY PRIVATE LIMITED (PAN AADCE1580D, CIN U70109WB2012PTC185759), a company incorporated under the companies Act, 1956, having its registered office at 9A, Raja Basant Roy Road, Ground Floor, Post Office Kalighat, Police Station Lake, Kolkata-700 026;

(2) GREENHIGH NIRMAN PRIVATE LIMITED (PAN AAECG8940L, CIN U70109WB2012PTC185753), a company incorporated under the companies Act, 1956, having its registered office at Room No. 27, 8th Floor, 23A, N. S. Road, Post Office GPO, Police Station Hare Street, Kolkata 700001;

(3) SOMANSH RESIDENCY PRIVATE LIMITED (PAN AASCS0360E, CIN U70109WB2012PTC185744), a company incorporated under the companies Act, 1956, having its registered office at 38, S. N. Roy Road, Fort Residency, Block 1B, 3rd Floor, Post Office Sahapur, Police Station Behala, Kolkata 700038;

(4) VISUALIZATION PROJECTS PRIVATE LIMITED (PAN AAECV1807F, CIN U70109WB2012PTC185783), a company incorporated under the companies Act, 1956, having its registered office at Flat No. 1D, Block-III, 6, Sarat Bose Road, Post Office Lala Lajpat Rai Sarani, Police Station Bhawanipore, Kolkata 700020;

(5) NUTRIWAY COMPLEX PRIVATE LIMITED (PAN AAECN1208Q, CIN U70109WB2012PTC185758), a company incorporated under the companies Act, 1956, having its registered office at Rosedale Tower – II, Flat 12-A, Post Office and Police Station New Town, Kolkata 700157;

(6) SAPNANKUR COMPLEX PRIVATE LIMITED (PAN AASCS0367D, CIN U70109WB2012PTC185786), a company incorporated under the companies Act, 1956, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street, Post Office Circus Avenue, Police Station Shakespeare Sarani, Kolkata 700017;

(7) SIDDHIBHUMI REALCON PRIVATE LIMITED (PAN AASCS0375H, CIN U70109WB2012PTC185794), a company incorporated under the companies Act, 1956, having its registered office at 4, Debendra Lal Khan Road, Post Office and Police Station Bhawanipore, Kolkata 700025;

(8) SISHIRKANYA BUILDCON PRIVATE LIMITED (PAN AASCS0370C, CIN U70109WB2012PTC185790), a company incorporated under the companies Act, 1956, having its registered office at 9, Princep Street, Post Office Princep Street, Police Station Bowbazar, Kolkata 700072;

(9) SOPHISTICATED RESIDENCY PRIVATE LIMITED (PAN AASCS0371D, CIN U70109WB2012PTC185797), a company incorporated under the companies Act, 1956, having its registered office at 4, Debendra Lal Khan Road, Post Office and Police Station Bhawanipore, Kolkata 700025;

(10) SWARNABARSA REALCON PRIVATE LIMITED (PAN AASCS0374G, CIN U70109WB2012PTC185785), a company incorporated under the companies Act, 1956, having its registered office at Flat No. 1C, Block-III, 6, Sarat Bose Road, Post Office Lala Lajpat Rai Sarani, Police Station Bhawanipore, Kolkata 700020;

(11) JIBANJYOTI ABASAN PRIVATE LIMITED (PAN AACCCJ9267H, CIN U70109WB2012PTC185796), a company incorporated under the companies Act, 1956, having its registered office at 68/C, Narkeldanga Main Road, Post Office Kankurgachi, Police Station Narkeldanga, Kolkata 700054;

(12) HAPPYLIFE ENCLAVE PRIVATE LIMITED (PAN AADCH0074K, CIN U70109WB2012PTC185843), a company incorporated under the companies Act, 1956, having its registered office at 1st Floor, 4 Fairlie Place, Post Office GPO, Police Station Hare Street, Kolkata 700001;

(13) AUROSHAKTI INFRACON PRIVATE LIMITED (PAN AALCA5951E), (CIN U45400WB2013PTC192888), a company incorporated under the companies Act, 1956, having its registered office at 2nd Floor, 22/3, Monohar Pukur Road, Post Office Sarat Bose Road, Police Station Lake, Kolkata 700029;

(14) NABHYA DEVELOPERS PRIVATE LIMITED (PAN AAECN3344D, CIN U45200WB2013PTC192944), a company incorporated under the companies Act, 1956, having its registered office at 2A, Sakharam Ganesh Dauskar Sarani, Priti Smriti, 1st Floor, Post Office and Police Station Bhawanipore, Kolkata 700025;

(15) NAYAJIWAN DEVELOPERS PRIVATE LIMITED (PAN AAECN3347A, CIN U45400WB2013PTC192916), a company incorporated under the companies Act, 1956, having its registered office at 3A, Bow Street, Post Office and Police Station Bowbazar, Kolkata 700012;

(16) NISTHA REALCON PRIVATE LIMITED (PAN AAECN3345C, CIN U45400WB2013PTC192921), a company incorporated under the companies Act, 1956, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street, Post Office Circus Avenue, Police Station Shakespeare Sarani, Kolkata 700017;

(17) SAPNANKUR INFRACON PRIVATE LIMITED (PAN AATCS0470L, CIN U45400WB2013PTC192926), a company incorporated under the companies Act, 1956, having its registered office at 27/9, Waterloo Street, Post Office Esplanade, Police Station Hare Street, Kolkata 700069;

(18) SIDDHIBHUMI DEVELOPERS PRIVATE LIMITED (PAN AATCS0471M, CIN U45400WB2013PTC192927), a company incorporated under the companies Act, 1956, having its registered office at Flat No. 401, 4th Floor, 4/2, Sarat Bose Road, Post Office Lala Lajpat Rai Sarani, Police Station-Bhowanipore, Kolkata 700020;

(19) SONARTARI INFRASTRUCTURE PRIVATE LIMITED (PAN AATCS0469F, CIN U45400WB2013PTC192928), a company incorporated under the companies Act, 1956, having its registered office at 2/2, Justice Dwarkanath Road, Post Office Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata 700 020;

(20) SUBHLIFE TOWNSHIP PRIVATE LIMITED (PAN AATCS0463R, CIN U45400WB2013PTC192929), a company incorporated under the companies Act, 1956, having its registered office at Flat No. B-501, 5th Floor, AS/185, Rajahhat Main Road, Post Office Narayanpur, Police Station Airport, Kolkata 700136;

(21) SWARNABARSA PROJECTS PRIVATE LIMITED (PAN AATCS0464J, CIN U45400WB2013PTC192958), a company incorporated under the companies Act, 1956, having its registered office at Flat No. 1D, 1st Floor, 90A, Raj Sekhar Bose Sarani, Post Office Ramesh Mitra Road, Police Station Bhawanipore, Kolkata 700025;

(22) GREENARENA RESIDENCY PRIVATE LIMITED (PAN AAECG8941M, (CIN U70109WB2012PTC185757), a company incorporated under the companies Act, 1956, having its registered office at 10A, Orchid Tower, 33/1/A, Kankurgachi Road, Post Office Kankurgachi, Police Station Narkeldanga, Kolkata 700054;

(23) AHIBARAM DEVELOPERS PRIVATE LIMITED (PAN AAKCA9407G, CIN U70109WB2012PTC185791), a company incorporated under the companies Act, 1956, having its registered office at 10A, Orchid Tower, 33/1/A, Kankurgachi Road, Post Office Kankurgachi, Police Station Narkeldanga, Kolkata 700054;

(24) GOLDENYATRA COMPLEX PRIVATE LIMITED (PAN AAECG8939P, CIN U70109WB2012PTC185743), a company incorporated under the companies Act, 1956, having its registered office at Azimganj House, 1st Floor, 7, Camac Street, Post Office Circus Avenue, Police Station Shakespeare Sarani, Kolkata 700017;

(25) MOONTREE REALCON PRIVATE LIMITED (PAN AAICM1665Q, CIN U70109WB2012PTC185803), a company incorporated under the companies Act, 1956, having its registered office at 101/A, Ballygunge Place, Post Office and Police Station Ballygunge, Kolkata 700019;

(26) ARROWSPACE REALCON PRIVATE LIMITED (PAN AAKCA9410D, CIN U70109WB2012PTC185879), a company incorporated under the companies Act, 1956, having its registered office at 101/A, Ballygunge Place, Police Station and Post Office Ballygunge, Kolkata 700019;

(27) NISHOK PROJECTS PRIVATE LIMITED (PAN AAECN3348R, CIN U45400WB2013PTC192918), a company incorporated under the companies Act, 1956, having its registered office at 4, Debendra Lal Khan Road, Post Office and Police Station Bhawanipore, Kolkata 700025;

(28) SWAPNABHUMI NIRMAN PRIVATE LIMITED (PAN AASCS0366C, CIN U70109WB2012PTC185789), a company incorporated under the companies Act, 1956, having its registered office at 4, Debendra Lal Khan Road, Post Office and Police Station Bhawanipore, Kolkata 700025;

(29) BONUS TRADELINK PRIVATE LIMITED (PAN AAECB2548R, CIN U70100WB2010PTC151559), a company incorporated under the companies Act, 1956, having its registered office at 20, O.C. Ganguly Sarani, Post Office Lala Lajpat Rai Sarani, Police Station Bhawanipore, Kolkata 700020;

(30) MUSLIMA KHATUN (PAN CHQPK3462H, Aadhaar No. 217899643752), by nationality Indian, by caste Muslim, wife of Yunus Gazi, residing at Village Baligori, Post Office Chakpanchuria, Police Station Newtown, Kolkata – 700156, North 24 Parganas;

(31) MD. SAHABUDDIN MOLLA (PAN AQXPM4616R, Aadhaar No. 667345610780), by nationality Indian, by caste Muslim, son of Ketab Ali Molla, residing at Village Hudarait, Post Office Bagu, Police Station Rajarhat, Kolkata – 700135, North 24 Parganas;

all being represented by their constituted Attorney, **KYAL DEVELOPERS PRIVATE LIMITED** (PAN AABCK3070E, CIN U70109WB1995PTC076151, a company duly incorporated under the Companies Act, 1956, having its registered office at Premises No.122/1R, Satyendra Nath Majumder Sarani, 4th Floor, Post Office Kalighat, Police Station Tollygunge, Kolkata 700026, by virtue of a Development Power of Attorney dated 28.05.2024 being No. 190408021 of 2024, being represented by its Authorized Signatory, **DIPANKAR SARDAR**, (PAN EMNPS0596E, Aadhaar No.719849015440), by nationality Indian, by caste Hindu, son of Late Subrata Sardar, residing at Village and Post Office Gokarnee, Police Station Magrahat, PIN 743601, South 24 Parganas / **TARASANKAR MUKHERJEE**, (PAN CEKPM9711C, Aadhaar No. 975679863549), by nationality Indian, by caste Hindu, son of Late Joydeb Mukherjee, residing at Village Ghatampur, Post Office Porabazar, Police Station Dadpur, PIN 712305, Hooghly, vide Board Resolution dated 08.07.2024, hereinafter referred to as the “**OWNERS**” (which expression shall unless repugnant to the context or meaning there of be deemed to mean and include its in case of companies their respective successor or successors-in-interest and assigns and in case of Individual his/her/their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**;

AND

SHREE RSH PROJECTS PRIVATE LIMITED (PAN AAOCS3902Q, CIN U45200WB2010PTC145024), a company incorporated under the companies Act, 1956, having its registered office at FMC Fortuna, Office No. A-10 & A-11, 5th Floor, 234/3A, A. J. C. Bose Road, Post Office Circus Avenue, Police Station Shakespeare Sarani, Kolkata 700020, being represented by its Assignee/Constituted Attorney,

KYAL DEVELOPERS PRIVATE LIMITED (PAN AABCK3070E, CIN U70109WB1995PTC076151), a company duly incorporated under the Companies Act, 1956, having its registered office at Premises No.122/1R, Satyendra Nath Majumder Sarani, 4th Floor, Post Office Kalighat, Police Station Tollygunge, Kolkata 700026, by virtue of a Development Power of Attorney dated 28.05.2024 being No. 190408021 of 2024, being represented by its Authorized Signatory, **DIPANKAR SARDAR** (PAN EMNPS0596E, Aadhaar No. 719849015440), by nationality Indian, by caste Hindu, son of Late Subrata Sardar, residing at Village and Post Office Gokarnee, Police Station Magrahat, PIN 743601, South 24 Parganas / **TARASANKAR MUKHERJEE** (PAN CEKPM9711C, Aadhaar No. 975679863549), by nationality Indian, by caste Hindu, son of Late Joydeb Mukherjee, residing at Village Ghatampur, Post Office Porabazar, Police Station Dadpur, PIN 712305, Hooghly, vide Board Resolution dated 08.07.2024, hereinafter referred to as the “**CONFIRMING PARTY**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns) of the **SECOND PART**;

AND

KYAL DEVELOPERS PRIVATE LIMITED (PAN AABCK3070E, CIN U70109WB1995PTC076151), a company duly incorporated under the Companies Act, 1956, having its registered office at Premises No.122/1R, Satyendra Nath Majumder Sarani, 4th Floor, Post Office Kalighat, Police Station Tollygunge, Kolkata 700026 being represented by its Authorized Signatory, **DIPANKAR SARDAR** (PAN EMNPS0596E, Aadhaar No. 719849015440), by nationality Indian, by caste Hindu, son of Late Subrata Sardar, residing at Village and Post Office Gokarnee, Police Station Magrahat, PIN 743601, South 24 Parganas / **TARASANKAR MUKHERJEE** (PAN CEKPM9711C, Aadhaar No. 975679863549), by nationality Indian, by caste Hindu, son of Late Joydeb Mukherjee, residing at Village Ghatampur, Post Office Porabazar, Police Station Dadpur, PIN 712305, Hooghly, vide Board Resolution dated 08.07.2024, hereinafter referred to as the “**PROMOTER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns) of the **THIRD PART**;

AND

[If the Allottee is an individual]

(1) _____, having PAN _____, having Aadhaar No. _____, by nationality Indian, by caste Hindu/Muslim/Christian, son/daughter/wife of _____, residing at _____, Post Office _____, Police Station _____, District _____, PIN _____, State _____ and **(2)** _____, having PAN _____, having Aadhaar No. _____, by nationality Indian, by caste Hindu/Muslim/Christian, son/daughter/wife of _____, both/all residing at _____, Post Office _____, Police Station _____, District _____, PIN _____, State _____, hereinafter (jointly/collectively) referred to as

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

[If the Allottee is a company]

_____, having PAN _____, having CIN _____), a company incorporated under the provisions of the Companies Act, 1956 or the Companies Act, 2013 having its registered office at _____, Post Office _____, Police Station _____, District _____, PIN _____, State _____, represented by its Director/Authorized Signatory _____, having PAN _____, having Aadhaar No. _____, by nationality Indian, by caste Hindu/Muslim/Christian, son/daughter/wife of _____, residing at _____, Post Office _____, Police Station _____, District _____, PIN _____, State _____, hereinafter referred to as the “**ALLOTTEE(S)**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns), of the **FOURTH PART**;

[OR]

[If the Allottee is a Partnership]

_____, having PAN _____, a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____, Post Office _____, Police Station _____, District _____, PIN _____, State _____, represented by its Authorized Partner _____, having PAN _____, having Aadhaar _____, by nationality Indian, by caste Hindu/Muslim/Christian, son/daughter/wife of _____, residing at _____, Post Office _____, Police Station _____, District _____, PIN _____, State _____, hereinafter referred to as the “**ALLOTTEE(S)**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm and such other person(s) who may be taken or admitted for the benefit of the said partnership, their respective heirs, executors and administrators and assigns), of the **FOURTH PART**.

[OR]

[If the Allottee is a HUF]

_____, having PAN _____, for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business/residence at _____, Post Office _____, Police Station _____, District _____, PIN _____, State _____, hereinafter referred to as the “**ALLOTTEE(S)**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **FOURTH PART**.

The Owners, Confirming Party, Promoter and Allottee(s) shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

DEFINITIONS:

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

- a) "Act" means the Real Estate (Regulation and Development) Act, 2016;
- b) "Rules" means the West Bengal Real Estate (Regulation and Development) Rules, 2021;
- c) "Regulations" means the Regulations made under the Real Estate (Regulation & Development) Act, 2016;
- d) "Section" means a section of the Act/Rules.

WHEREAS:

A. The Owners, Assignor and Promoter have represented to the Allottee(s) that:

(i) The Owners became the absolute and lawful owners of the property more fully described in **Part – I of Schedule "A"** hereto (hereinafter collectively referred to as "the **Said Land**") which was purchased by the Owners from time to time by virtue of several Indentures of Conveyance executed and registered more fully and particularly described in the **Part II of the Schedule A**.

(ii) By and under a Development Agreement dated 28.05.2024, made between the above-named Owners herein, therein referred to as the Owners of the First and Second Part, the Promoter herein, therein referred to as the Developer of the Third Part and the Confirming Party herein, therein referred to as the Confirming Party of the Fourth Part and registered with the office of Additional Registrar of Assurance - IV Kolkata, West Bengal and recorded in Book -I, Volume No. 1904-2024, Pages 415511 to 415637, Being No. 190407762 for the year 2024, the Owners and the Confirming Party herein in consultation with each other had jointly granted a Development Power of Attorney dated 28.05.2024 registered with the office of Additional Registrar of Assurance - IV Kolkata, West Bengal and recorded in Book - I, Volume No. 1904-2024, Pages 417175 to 417240, being No. 190408021 of 2024, the exclusive right of development in respect of the said Land to the Promoter pursuant to the building plan sanctioned by the concerned statutory authority and commercial exploitation thereof on the terms and conditions mentioned therein (hereinafter referred to as the **said Development Agreement**).

B. The building plan vide PIN No. 0070071820240305 dated 11.03.2024 has been sanctioned from the New Town Kolkata Development Authority, West Bengal (hereinafter referred to as the **said Plan** and shall include all alterations and/or modifications made thereto from time to time and as permitted by the Act and Rules) and the Promoter has commenced construction of a residential project comprising of **2 (Two) Towers/Buildings** having **(B+G+24) basement plus ground plus twenty four** upper floors in **Tower No.1** and having **(B+G+23) basement plus**

ground plus twenty three upper floors in **Tower No. 2** respectively and various car parking spaces (hereinafter referred to as the "**Buildings**") comprising of several apartments, common areas and other facilities and amenities and altogether known as "**Vinayak Amara**" ("**Project**"). The Owners, Confirming Party and the Promoter herein agree and undertake that they shall not make any changes to the plans of the Project except in strict compliance with Section 14 of the Act and Rule 9(3) of the Rules and other laws as applicable.

C. The Promoter has registered the Project as a separate Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority ("Authority") on 08.07.2024 under Registration No. WBRERA/P/NOR/2024/001720.

D. New Town Kolkata Development Authority, West Bengal has granted the commencement certificate to develop the said project vide approval dated __.__.2024.

E. The Owners and the Confirming Party and the Promoter herein are being fully competent to enter into this Agreement and all the legal formalities with respect to their right, title and interest in respect of the Said Land and the Project proposed to be constructed thereat.

F. The Allottee(s) had applied to the Promoter for allotment of an Unit in the Project ("**Application**"), the Promoter has provisionally allotted in favour of the Allottee(s) **All That** the Apartment described in **Part - I** of **Schedule "B"** hereunder written ("**Said Apartment**") together with a Store Room described in **Part - II** of **Schedule "B"** hereunder written ("**Said Store Room**") (if any) together with the car parking space(s) to be identified and designated by the Promoter at the Building and/or the Project, which do not form a part of the Common Areas, as stated in **Part - III** of **Schedule "B"** hereunder written ("**Car Parking Space**") (if any) for the parking of private medium sized/standard car(s) owned by the Allottee(s) within such space(s) and further subject to the Allottee(s) making payment of the consideration amount as well as all other dues, extras and deposits, costs and expenses, each of which were unconditionally accepted by the Allottee(s), (Said Apartment together with the Said Store Room (if any) and parking of private medium sized car(s) owned by the Allottee(s) within the space comprising the Car Parking Space (if any), hereinafter collectively shall be referred to as "**Said Unit**") in accordance with the Specifications, marked as **Part - IV** of **Schedule "B"** hereto together with the right to use the common areas, parts, portions, installations and facilities of the Project in common with the other Allottees of the Project (hereinafter collectively referred to as the "**Common Areas**" and more particularly described in **Schedule "D"** hereto).

G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

H. Allottee(s) has/have caused necessary due diligence and satisfied

himself/herself/themselves/itself about the rights, title and interest of the Owners, Confirming Party and the Promoter in respect of the Said Land and the Project proposed to be developed thereat and has also inspected the title documents of the Owners and all legal incidents, compliances and non-compliances (if any) and matters in relation thereto and/or affecting the Project and has accepted the same to be free from all encumbrances whatsoever and howsoever (save matters expressly mentioned herein) and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith. The Allottee(s) has/have also inspected the said Plan, layout plans along with specifications approved by the competent authority for the Buildings and the Project by the concerned authorities and agrees and covenants not to raise any objection with regard thereto. The Allottee(s) agree/s and/or confirm/s not to raise any objection to the alteration and/or modification in the Building Plans done and/or caused to be done by the Promoter in respect of the Project.

I. The Allottee(s) has/have sought and obtained independent legal advice and opinion and has caused this Agreement to be vetted by Advocate(s)/Lawyer(s) appointed by him/her/them/it.

J. 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.

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

L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owners, the Confirming Party and the Promoter hereby agree/s to grant their right title and interest in the Said Unit and the Allottee(s) hereby agree/s to purchase the same as specified in paragraph **E** herein above.

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, the Confirming Party and the Owners agree to sell to the Allottee(s) and the Allottee(s) hereby agree/s to purchase, the Said Unit as specified in paragraph **E** herein above.

1.2 The Total Price (inclusive of Total Extra Charges and Deposits and applicable Goods and Service Tax) for the Said Unit is **Rs. _____/- (Indian Rupees _____) only ("Total Price")**, Break up whereof is as follows:

| Particulars | Amount (Rs.) | Amount (Rs.) |
|--|-----------------|--------------------|
| Total Consideration for the said Apartment, Said Store Room (if any) and Car Parking Space (if any) (hereinafter referred to as the Said Unit Price) | Rs. _____/- | |
| Applicable Goods and Service Tax upon the Said Unit Price as per ongoing rate Provided that the applicable Taxes will be payable as per the rate determined by the Government from time to time. | Rs. _____/- | |
| Total | | Rs. _____/- |
| Transformer Charges & Electricity Charges- This amount is payable for the Said Unit as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Promoter in making arrangement with WBSEDCL/any other electricity supply agency for providing and installing transformer at the said Project. Provided That the Allottee(s) shall pay the Deposit to WBSEDCL/any other electricity supply agency directly on account of Individual Meter. | Rs. _____/- | |
| Generator Charges- Generator charges is payable for the installation of Diesel Generator ("DG") for power backup to run the basic facilities in the Project. The minimum load that will be provided for 3 BHK Apartment – 3 KW & 4 BHK Apartment – 4 KW. In case extra DG power is required by the Allottee(s) over and above the minimum load, then the Allottee(s) will be required to pay Rs.30,000/- per KW. | Rs. _____/- | |
| Legal and Documentation Charges- | Rs. _____/- | |
| Association Formation / Holding Company Charges- | Rs. _____/- | |
| Club Development Charges- | Rs. _____/- | |
| VRV AC Outdoor Unit- | Rs. _____/- | |

| | |
|---|--------------------|
| Electric Vehicle (EV) Charging Point (optional)- | Rs. _____/- |
| Total Extras Charges | Rs. _____/- |
| Interest Free Maintenance Charges- This amount is payable against 12 months advance maintenance charges for the Said Unit (That the Promoter, have estimated the cost for first year maintenance charges, as per present indexation and on thumb rule basis, as such it shall not have any obligation to submit any account with regards to said maintenance charges to the Allottee(s). | Rs. _____/- |
| Interest Free Sinking Fund Deposit- This amount is payable as funds for future repairs, replacement, improvements and developments in the Project. This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes and/or any common meter deposit as the Promoter may deem fit and proper. | Rs. _____/- |
| Property Tax Deposit- This amount is payable against proportionate share of Property Tax for the Said Unit for twelve months. | Rs. _____/- |
| Total Deposits | Rs. _____/- |
| Applicable Goods and Service Tax upon the Total Extras Charges and Total Deposits as per ongoing rate Provided that the applicable Taxes will be payable as per the rate determined by the Government from time to time | Rs. _____/- |
| Total Price | Rs. _____/- |

* Registration Fee, Stamp Duty, Electricity Meter Deposit and Mutation Charges on Actuals

Notes:

** Interest Free advance common area maintenance charges have been calculated on a proposed estimated cost and may vary as per actuals at the time of possession.*

The above-mentioned Interest free Advance common area maintenance and Interest Free Sinking Fund shall be taken by the Promoter in the name of the

interim body/Association and on its behalf, if such body formed by the time the payment is taken and if not formed, then in the name of the Promoter. The sinking fund and Interest free Advance common area maintenance if taken by the Promoter in its own name, shall be transferred by the Promoter to the Association of the Unit Owners upon its formation (subject to adjustment of any dues of maintenance charges and other charges as described in this agreement by any of the Allotees(s)).

***** Any extra cost over and above the rate mentioned herein above, if incurred by the Promoter at the time of installation of the transformer and electricity connection shall be charged proportionately on actual basis.***

Explanation:

(i) The Total Price above includes the booking amount paid by the Allottee(s) to the Promoter towards the Said Unit; Booking Amount shall be mean and/or a sum of **Rs. _____/- (Indian Rupees _____)** only (being 10% of the Said Unit Price above).

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

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax, cess or any other similar taxes which may be levied in connection with the construction of the Project and payable by the Promoter, by whatever name called) payable by the Allottee(s) up to the date of handing over the possession of the Said Unit.

Provided that, in case there is any change/modification in the taxes or any new applicable taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be modified accordingly based on such change/modification;

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

(iv) The Total Price of the Said Unit includes: 1) Pro rata share in the Common Areas and 2) car parking space, if any, as provided in this Agreement.

(v) The Total Price in respect of the Said Unit includes recovery of consideration of the said Apartment, the said Store Room (if any) and Car Parking Space (if any), construction of not only the Apartment but also the Common Areas, Common Facilities, internal development charges, external development charges, cost of providing in the Apartment, electrical connectivity, waterline and plumbing, drainage, sewerage, sanitation system, solid waste management system (except cost of operating the system for taking the garbage to the garbage compactor and

taking it out), installation of street lighting and organized open space, if any, including land scaping in the common areas of the Project, maintenance charges for **12 months** and includes cost of all other facilities and amenities, if any, to be provided in the Said Unit and the Project and also the Documentation Charges and any other charges/deposits etc. more particularly mentioned hereinabove.

(vi) The Maintenance Charges although forming part of the Total Price of the Said Unit, shall be collected by the Promoter solely for the purpose of upkeep, security, management and maintenance of the Common Areas mentioned in **Schedule "D"** hereunder and all other installations thereat intended for common use and providing and maintaining the essential services, on reasonable charges, through a maintenance company created by the Promoter ("Maintenance Company") till the taking over of the maintenance of the same by the Association, in terms of this Agreement. Simultaneously, with the taking over of the maintenance of the Common Areas by the Association, the Promoter shall handover the unused Maintenance Charges, if any, to the Association, subject to appropriate deductions as provided under this Agreement and accounted thereof;

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

1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule "C"** (hereinafter referred to as the **"PAYMENT PLAN"**).

1.5 The Promoter may allow, in its sole discretion, a rebate of 4% percent against the 95% of the Total Unit Price, if the Allottee(s) shall pay the same on or before signing of these presents. Such rebate shall be adjusted from the last installment of 5% of the Total Unit Price payable at the time of possession. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.

1.6 Except as disclosed to the Allottee(s) at the application and in this Agreement, it is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixture, fittings and amenities described (which shall be in conformity with the advertisement, prospectus etc. on the basis of which the sale is effected) in respect of the Said Unit or the Project, as the case may be, without the previous written consent of the Allottee(s). Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee(s) or such minor changes or alteration

as per the provision of the Act and Rules as amended from time to time.

Provided that the Promoter may, at its sole discretion, against extra costs payable by the Allottee(s) make/s such minor additions or alterations as may be required by the Allottee(s) or such minor changes or alterations as per the provisions of the Act and Rules as amended from time to time.

1.7 The Promoter shall confirm the final carpet area of the Said Apartment and Said Store Room (if any), that has been allotted to the Allottee(s) after the construction of the Building is complete and the completion certificate/occupancy certificate (or such other certificate by whatever name called is issued by the competent authority) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then the Promoter shall refund and/or adjust the excess money paid by the Allottee(s) at the time of final possession or within 45 (forty-five) days from the date of final demand for possession along with annual interest at the rate specified in the Rules which is currently equivalent to the prevailing 1 (one) year MCLR of the State Bank of India plus 2% (two percent) per annum calculated, from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the carpet area allotted to Allottee(s), the Promoter shall demand that excess amount against the said increased area from the Allottee(s) as per the next milestone of the Payment Plan as provided in **Schedule "C"**. All these monetary adjustments shall be made at the same rate as agreed in clause 1.2 of this Agreement.

1.8 Subject to clause 1.2 the Promoter agrees and acknowledges, that the Allottee(s) shall have the right to the Said Unit as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Said Unit;
- (ii) The Allottee(s) shall also have undivided proportionate share in the Common Areas as member/s of the Association. Since the share/interest of the Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s) shall use the Common Areas along with Promoter, other allottees, occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect including the House Rules. Further, the right of the Allottee(s) to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association upon its formation as provided in the Act;
- (iii) That the computation of the Total Price in respect of the Said Unit includes recovery of price of Land consideration of the Apartment, Store Room (if any), Car Parking Space (if any), construction of the Common Areas, internal development charges, if any, external development charges, taxes, cost of providing the electrical connectivity, water line and plumbing, drainage, sewerage, sanitation system, solid waste management system, installation of street lights, Fire detection and

firefighting equipment, organized open space, if any, including landscaping in the Common Areas of the Project, maintenance charges for **12 months** and includes cost of all other facilities and amenities, if any, provided within the Said Unit and the Project and any other charges/deposits etc. more particularly mentioned in clause 1.2 above;

(iv) The Allottee(s) has/have the right to visit the Project to assess the extent of development of the Project and his/her/their/its Said Unit, as the case may be, with prior written intimation and appointment. The Allottee(s) shall comply with all requisite safety measures during such site visit and inspection as directed by the promoter on its agent and representative.

1.9 It is made clear by the Promoter and the Allottee(s) agree/s that the Apartment along with Store Room (if any) along with Car Parking Space (if any) shall be treated as a single indivisible unit for all purposes. Unless stated otherwise, it is agreed that the Project is an independent, self-contained Project on the Said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottees. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

It is understood by the Allottee(s) that all other areas i.e., areas and facilities falling outside the Project, namely, **“Vinayak Amara”** shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

1.10 The Promoter agrees to pay all outgoings till the obtainment of Occupancy Certificate and/or Completion Certificate and/or Partial Completion Certificate and/or Completion Certificate, which it has collected from the Allottee(s) for the payment of outgoings (including land cost, ground rent, panchayat or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Said Unit to the Allottee(s), 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(s) has/have paid a sum of **Rs. _____/- (Rupees _____)** only as booking amount being part payment towards the Total Price on or before the execution of this Agreement, the receipt of which the Promoter herein acknowledges and the Allottee(s) hereby agrees to pay the balance of the Total Price as prescribed in the Payment Plan mentioned in **Schedule “C”** as may be demanded by the Promoter within the time and in the manner specified therein.

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

2. MODE OF PAYMENT:

Subject to the terms of this Agreement and Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on a written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan described in **Schedule "C"** through A/c Payee cheque/ demand draft or online payment mode (as directed by the Promoter) in favour of **"KYAL DEVELOPERS PRIVATE LIMITED"** payable at Kolkata or in the manner mentioned in the said demand/e-mail. An intimation forwarded by the Promoter to the Allottee(s) that a particular milestone of construction has been achieved shall be sufficient proof thereof. The issuance of such intimation by email or on any other digital platform at the postal address, e-mail address or phone of the Allottee(s) shall be sufficient intimation for the purpose of this clause by the Promoter upon the Allottee(s) and non-receipt thereof by the Allottee(s) shall not be a plea or an excuse for non-payment of any amount or amounts whatsoever. The Allottee(s) shall be liable to remit each instalment as mentioned in the Payment Schedule after deducting TDS as applicable. Outstation cheques shall not be accepted. Further, on dishonour of a cheque on any ground whatsoever, the Allottee(s) shall be liable to pay to the Promoter a charge of Rs.1,500/- (Rupees One Thousand Five Hundred) only plus applicable taxes, for every such dishonour.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

The Promoter accepts no responsibility in regard to matters specified hereinabove. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this

Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of the Allottee(s) and such third party shall not have any right in the application/allotment of the Said Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee(s) authorizes the Promoter to adjust/appropriate all payments made by him/her/them/it under any head(s) of dues against lawful outstanding of the Allottee(s) against the Said Unit, if any, in his/her/their/its name and the Allottee(s) undertake/s not to object/demand/direct the Promoter to adjust his/her/their/its payments in any manner.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration including extension, if any, of the Project with the Authority and towards handing over the Said Unit to the Allottee(s) and the Common Areas to the Association, after receiving the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project subject to formation of the Association and unless prevented by circumstances beyond its control and/or by any Force Majeure event(s). Similarly, the Allottee(s) shall make timely payments of the installment and other dues payable by him/her/them/it and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule "C" ("Payment Plan")**.

6. CONSTRUCTION OF THE PROJECT/THE SAID UNIT:

The Allottee(s) has/have seen and accepted the proposed layout plan of the Said Unit and also shown in the plan and specifications, amenities and facilities of the Building/Project as mentioned herein below and have accepted the same which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions as prescribed by the applicable act/rule/laws for the time being in force and/or and shall not have an option to make any variation /alteration /modification in such plans or other than in the manner provided under the Act and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE SAID UNIT:

7.1 Schedule for possession of the Said Unit: The Promoter agrees and understands that timely delivery of the possession of the Said Unit to the Allottee(s) along with ready and complete the Common Areas of the Project is the essence of the Agreement. The Promoter assures to hand over possession of the Said Unit along with ready and complete Common Areas of the Project on 31st July, 2029 unless there is a delay or failure due to any abnormally inclement weather, flood, lightening, storm, drought, fire, explosion, cyclone, earthquake, subsidence, pandemic, epidemic, or other natural physical disaster, failure or shortage of power supply, war, military operation, riot, crowd disorder, strike, lock-out, labor unrest or other industrial action, terrorist action, civil commotion, non-availability of construction material and any legislation, regulation, ruling or omission (including failure to grant any necessary permissions or sanctions or any relevant Government or Court orders) or any other calamity caused by nature affecting regular development of the Project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee(s) agree/s that the Promoter shall be entitled to extension of time for the delivery of possession of the Said Unit.

Provided, that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it become impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from allotment within 45 (forty-five) days from that date. The Promoter shall intimate the Allottee(s) about such termination at least thirty (30) days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/she/they/it shall not have rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its liabilities under this Agreement. It is clarified that all amounts collected as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee(s) shall be free to approach the authorities concerned for refund of such GST.

7.2 Procedure for taking possession: The Promoter, upon obtaining the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project ("**Outgoings Payment Commencement Date**") and subject to the Allottee(s) not being in breach of any of his/her/their/its obligations under this Agreement, shall offer in writing the possession of the Said Unit, to the Allottee(s) in terms of this Agreement to be taken within 3 (three) months from the date of issue of such Notice ("**Possession Notice**"). The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s) agree(s) to pay the maintenance charges as determined by the Promoter / Association of Allotees as the case may be. Provided that in the absence of local law, the Deed of Conveyance in favour of the Allottee(s) shall be carried out by the Promoter within 3 (three) months from the date

of Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project.

It is clarified that the Allottee(s) shall duly comply with all its obligations in case the Promoter issues notice of completion to the Allottee(s) on or before the date mentioned in clause 7.1 above.

7.3 Failure of Allottee(s) to take possession of the Said Unit: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee(s) shall take possession of the Said Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Said Unit to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided in clause 7.2, such Allottee(s) shall continue to be liable to pay maintenance charges as specified in clause 7.2.

7.4 Possession by the Allottee(s): After obtaining the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project and handing over physical possession of the Said Unit to the Allottee(s), it shall be the responsibility of the Promoter to hand over necessary documents and plans, including Common Areas, Amenities and Facilities to the Association of Allottee(s) or the competent authority, as the case may be, as per the local laws.

7.5 Cancellation by Allottee(s): The Allottee(s) shall have the right to cancel/withdraw his/her/their/its allotment in the Project as provided in the Act:

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, then subject to terms mentioned below, the Allottee(s) shall serve 45 (forty five) days' notice in writing on the Promoter and on expiry of the said period the allotment shall stand cancelled and the Promoter herein is entitled to forfeit the booking amount paid for the allotment along with all interest liabilities of the Allottee(s) (in terms of Sec.19(6) and (7) of the Act) accrued till the date of such cancellation at such rate of interest that may be prescribed by the Authority from time to time (which rate applicable on the date of these presents is – SBI (1year MCLR)+2%) (“Cancellation Charges”) and the applicable GST payable on such Cancellation Charges. The balance amount of money, if any, paid by the Allottee(s) shall be returned by the Promoter to the financial intuitions in case of home loan and/or Allottee(s) without interest, as the case may be, within 45 (forty-five) days of such cancellation. It is further clarified that all amounts and/or payable as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee(s) shall be free to approach the authorities concerned for refund of such GST.

7.6 Compensation: The Promoter shall compensate the Allottee(s) in case of any loss caused to him/her/them/it due to defective title of the

Said **Land**, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim of interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Said Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in clause 7.1; or (ii) due to discontinuance of its 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 Allottee(s), in case the Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by it in respect of the Said Unit, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 (forty-five) days of it becoming due. It is clarified that all amounts collected and/or payable as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee(s) shall be free to approach the authorities concerned for refund of such GST.

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

8. REPRESENTATIONS AND WARRANTIES OF THE OWNERS, CONFIRMING PARTY AND PROMOTER:

The Owners, Confirming Party and the Promoter hereby represent and warrants to the Allottee(s) as follows:

- (i) The Owners have marketable title with respect to the Said Land and Promoter has requisite rights to carry out development upon the said Land and absolute, actual physical and legal possession of the said Land for developing the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land and the Project;
- (iv) There are no litigations pending before any Court of law with respect to the Said Land or the Said Project or the Said Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Land and the Said Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Said Land and the Said Unit and the Common Areas, if any;
- (vi) The Promoter/ Owners/ Confirming Party has the right to enter into

this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) agreed to be created herein, may prejudicially be affected;

(vii) Save and the except the Agreement between the Owners/ Confirming Party and the Promoter, the Owners/ Confirming Party/ 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 Land and the Said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement.

(viii) The Owners/Promoter confirms that the Owners/Promoter are not restricted in any manner whatsoever from selling the Said Unit to the Allottee(s) in the manner contemplated in this Agreement;

(ix) At the time of execution of the Conveyance Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Said Unit to the Allottee(s) and the Common Areas, Amenities and Facilities of the Project to the Association of Allottees or the competent authority, as the case may be, after the completion of the Project;

(x) The Owners/Promoter has duly paid and shall continue to pay and discharge all Government dues, rates, charges and taxes and other moneys, levies, impositions, damages and/or penalties and other outgoings whatsoever payable with respect to the Project to the Authority till Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project has been issued and the possession of the Said Unit along with right to use of Common Area, (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee(s) and the Association of the Allottees or the competent authority, as the case may be.

(xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification has been received by or served upon the Owners/ Confirming Party and the Promoter in respect of the said Land and/or the Project.

(xii) That the Property is not a Wakf Property.

(xiii) The Confirming Party has confirmed that they have not taken any consideration in respect of the said Unit.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

(i) The Promoter fails to provide ready to hand over possession of the Said Unit to the Allottee(s) within the time period specified in clause 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to hand over possession' shall mean that Said Unit the

be in a habitable condition which is complete in all respects;

(ii) Discontinuance of the Promoter's business as a Promoter as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

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

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

(ii) The Allottee(s) shall have the option of terminating this Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the Total Price of the Said Unit along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice.

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

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

(i) The Allottee(s) fails to make timely payments of the outstanding, amounts due and payable (including the Allottee(s)'s proportionate share of taxes levied by concerned local authority, Extra Charges and Deposits and Extra Charge taxes, provisional Common Area Maintenance charges etc.) payable by him/her/them/it and meeting the other obligations under this Agreement. Time is the essence, with respect to the Allottee(s)'s/s' obligations to pay all such amounts as mentioned in this Agreement and also to perform or observe all the other obligations of the Allottee(s) under this Agreement. The Allottee(s) agree/s that 10% (ten percent) of the Said Unit Price ("Booking Amount") shall be treated as earnest money to ensure fulfilment by the Allottee(s) of the terms and conditions, as contained herein;

(ii) Payment of outstanding amounts due and payable shall have to be paid by the Allottee(s) within fifteen (15) days from the Promoter's Demand Letter, failing which the Promoter shall be entitled to charge interest as per applicable law on all delayed payments. Payment within time would be deemed to be essence of the terms of these presents. Part payments shall not be accepted and in any event not treated as part discharge of the obligation. The Allottee(s) agree/s to pay to the Promoter the outstanding amounts including interest as mentioned hereinabove, from the due date till the date of receipt of amounts or realization of the cheque by the

Promoter, whichever is later.

9.4 Without prejudice to the rights of the Promoter to charge interest in terms of the clauses herein, upon the Allottee(s) committing breach of any of the terms of the Agreement including default in payment of any outstanding amount, due and payable by the Allottee(s) to the Promoter under this Agreement (including his/her/their/its proportionate share of taxes levied by concerned local authority and other outgoings), the Promoter shall issue a notice of such default to the Allottee(s) and the Allottee(s) shall be provided with a period of thirty (30) days from the date of such notice to cure the said default or breach. In the event that the Allottee(s) fails to cure such default or breach, within thirty (30) days from the date of notice (or such default or breach is not capable of being rectified), the Promoter shall have the option to cancel and terminate this Agreement by sending a cancellation letter by Registered Post with AD at the address provided by the Allottee(s) and/or mail at the e-mail address provided by the Allottee(s), intimating him/her/them/it of the specific breach/default or breaches/defaults of terms and conditions in respect of which the Promoter is cancelling and/or terminating this Agreement.

9.5 On such cancellation, the allotment/booking/agreement for the Said Unit shall stand immediately cancelled and the Allottee(s) shall have no right whatsoever with respect to the same.

9.6 Upon cancellation of the allotment and/or termination of the Agreement (as the case may be), the Promoter shall refund all such amounts paid by the Allottee(s) till the date of cancellation without interest subject to forfeiture of the following amounts as detailed hereunder being the liquidated damages payable to the Promoter.

9.6.1. Booking Amount subject to a maximum of 10% of the Said Unit Price. Taxes, cess, levies, charges, stamp duty, registration charges etc. (including on any cancellation deed) paid on all such amounts shall not be refunded to the Allottee(s).

9.6.2. Total interest accrued on account of the delay/default in payment of any Installment/s and other charges as per the Payment Plan calculated till the date of the cancellation/ termination letter.

9.6.3. Amount of penalty (including taxes) for dishonor of cheque (if any) by the Allottee(s) under this Application/Agreement.

9.6.4. All amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities including but not limited to GST, value added tax, works contract tax, service tax or any other tax of any nature.

9.7 The Promoter shall have the first lien and charge on the Said Unit for all its dues and other sums unpaid due and payable by the Allottee(s) to the Promoter. The Allottee(s) shall not transfer its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Allottee(s) under this Agreement, to the Promoter. It is hereby clarified that for the purposes of this Agreement payment shall

mean the date of credit of the amount in the account of the Promoter.

9.8 The Allottee(s) further agrees that the Promoter shall refund the balance amounts either by way of (i) personal hand delivery of cheque(s) to the Allottee(s) or (ii) courier of cheque(s) to the Allottee(s) at the aforementioned address mentioned in this Form or in the Agreement for Sale, or (iii) through any other means as the Promoter may deem fit. The Promoter may at its discretion also make refund through RTGS to the Allottee(s) as per account details for refund as mentioned in the Application form or Agreement signed by the Allottee(s). In case of Allottee(s) who have availed home loan and mortgaged the Said Unit to any Bank/ Financial Institution, such refund to Allottee(s) shall be processed post intimation to any Bank/Financial Institution and release of amounts to such Bank/Financial Institution as per agreements, documents, papers etc. signed between the Allottee(s) and such Bank/Financial Institution and the Allottee(s). In the event the Allottee(s) is untraceable and/or unreachable and/or does not accept refund amount, the Promoter shall place the balance refund amount in an interest free escrow account of a Bank. The date of such personal handover or courier of cheque(s) or transfer to the interest free account would be deemed to be the date on which the Promoter has refunded the balance amount and the Promoter's liability shall end on such date. Such refund shall be in the name of the first applicant (as per the Application Form)/lender (in case the Allottee(s) has procured a loan from a bank/financial institution), as the case may be. This shall be full and final discharge of all obligations on the part of the Promoter or its employees and the Allottee(s) will not raise any objection or claim on the Promoter in this regard.

9.9 Upon the cancellation and termination of the allotment of the Said Unit, the Allottee(s) shall not have any right title or interest with respect to the same and the Promoter shall be at a liberty to sell or otherwise dispose off the same to any other person/party whomsoever, at such price, in such manner and on such terms and conditions as the Promoter may in its sole, absolute and unfettered discretion think fit and proper and the Allottee(s) waive their right to raise any objection or dispute in this regard. The Allottee(s) shall, as a precondition to be entitled to obtain refund, be required to, at its own cost, execute and register a cancellation deed of this Agreement, in the manner as may be required by the Promoter.

9.10 The Allottee(s) hereby also covenant/s to observe and perform all the terms and conditions of the booking and/or allotment and/or this Agreement to keep the Promoter and its agents and representatives, estates and effects indemnified and harmless against the rights, responsibilities and obligations of the Allottee(s) to the Promoter under this Agreement. Further, the Allottee(s) shall indemnify the Promoter also against any loss or damages that Promoter may suffer as a result of non-payment of any amount herein including the Total Price, non-observance or non-performance of the terms and conditions mentioned herein. The Allottee(s) confirms that the Promoter shall have a right of first lien on the Said Unit in the event any amounts are outstanding to the Promoter. The Allottee(s) further confirms that this clause be applicable even post possession being handed over to the Allottee(s).

9.11 In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee(s) 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 herein. Further, the Promoter shall intimate the Allottee(s) of the dishonour of the cheque and the Allottee(s) would be required to promptly tender a Demand Draft of the outstanding amounts including interest from the due date till the date of receipt by the Promoter of all the amounts including the Dishonour Charges of Rs. 1,500/- (Rupees One Thousand Five Hundred only) (for each dis-honour). In the event the said Demand Draft is not tendered within 15 (fifteen) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee(s) comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonor of any payment cheque, the Promoter has no obligation to return the original dishonored cheque.

10. DEED OF CONVEYANCE OF THE SAID UNIT:

The Promoter, on receipt of Total Price of the Said Unit as mentioned in clause 1.2 above from the Allottee(s) shall execute a Deed of Conveyance, the Promoter would transfer to the Allottee(s) the possession, right, title and interest and convey the title of the Said Unit, with right to use the Common Areas within 3 months from the date of issuance of Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project, to the Allottee(s):

Provided that in the absence of local law, the Deed of Conveyance in favour of Allottee(s) shall be carried out by the Promoter within 3 months from the date issuance of the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project. However, in case the Allottee(s) fails to deposit the stamp duty and registration charges and all incidental and legal expenses etc. within the period mentioned in the notice, the Allottee(s) authorizes the Promoter to withhold registration of the Deed of Conveyance in his/her/their/its favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee(s). The Allottee(s) shall be solely responsible and liable to compliance of the provision of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority.

It is clarified that the Deed of Conveyance shall be drafted by the solicitors/advocates of the Promoter and shall not be in consistent with or in derogation of the terms and conditions agreed by the Parties herein.

11. MAINTENANCE OF THE SAID Unit/PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the formation of the Association. Clauses in relation to maintenance of Project, infrastructure and equipment:

Maintenance In-charge:

Association: The Promoter shall enable the formation of Association (**"Association"**) by the Allottee(s) of the Units in the Project and the Allottee(s) hereby agrees to become a member of the Association and to sign, execute and register all documents required for formation of the Association and for its running and administration. The Promoter shall appoint consultants having knowledge in formation of Association and the Allottee(s) agrees to do all acts, deeds and things as may be required by such consultant within the stipulated times and to pay the proportionate costs of formation and operationalization of the Association.

Maintenance Agency: The Promoter shall appoint one or more agencies or persons (**"Maintenance Agency/Company"**) to look after the acts relating to the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and facilities, amenities and Specifications, rendition of common services in common to the Co-owners and collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common (**"Common Purposes"**) on such terms and conditions as it deems fit and proper.

The Maintenance Agency may appoint professional facility management agencies or persons for conducting the day to day affairs as it may deem fit and proper. The fees and costs for such Maintenance Agency shall be proportionately borne and paid by the Allottee(s).

Maintenance In-charge: Upon formation of the Association and its taking charge of the acts relating to the Common Purposes, the Association and until then mean the Promoter or any Maintenance Agency looking after the acts relating to the Common Purposes shall be the maintenance in-charge (**"Maintenance In-charge"**).

Common Areas Related: The Project shall also contain certain Common Areas as specified in **Schedule "D"** hereto which the Allottee(s) shall have the right to use in common with the Owners, the Promoter and other owners/allottees of the Project and other persons permitted by the Promoter.

Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the said Building or the Project shall be claimed to be part of the Common Areas by the Allottee(s) either independently or in common with any other Co-owner.

Upon construction of the Buildings at the Project Land, the Promoter shall finally identify and demarcate portions to comprise in the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas which are reserved for common parking and for any other use and the areas so identified shall form part of the Common Areas.

The Owners/Promoter would provide right to use in the Common Areas in favour of the Allottee(s) and if the laws for the time being in force otherwise requires transfer of Common Areas in favour of the Association, then such transfer shall be carried out in favour of the Association, to which the Allottee(s) hereby agrees. If the formation of the Association does not take place prior to the agreed and/or prescribed date for execution or Conveyance Deed in respect of the Said Unit in favour of the Allottee(s), then the transfer of the share in the Common Areas may be completed in favour the Association as and when formed and any related documentation and acts deeds and things shall be done by the Allottee(s) and/or the Association and all stamp duty and other taxes, charges or costs to implement such transactions shall be borne and paid by the Allottee(s) proportionately and/or the Association.

Unit Related:

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

Future Expansion Related: The Allottee(s) accepts, acknowledges and confirms that the Promoter shall have the sole and exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project.

The Promoter may make further additions and alterations to the Building Plans without affecting the Said Unit or reducing the amenities and facilities mentioned in **Schedule "D"**. The Promoter shall take any further consent, if required, from the Allottee(s) at the appropriate time if and to the extent required under the Act.

The Allottee(s) accepts and confirms that in case of integration of any part of any future phase lands, the calculation of proportionate share shall vary but the Total Price or Taxes or Extra Charges or Deposits payable by the Allottee(s) hereunder shall not vary thereby.

12. DEFECT LIABILITY:

It is agreed that in case any structural as per specification defector 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(s) from the date of handing over possession, whichever is earlier it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. It is clarified that the Promoter shall hand over the possession of the Said Unit on completion of the Project to the Allottee(s) by way of issuance of a letter ("Letter of Handover") which shall at all times be construed as an integral part of this Agreement.

It is expressly agreed and understood that in case the Allottee(s), without first notifying the Promoter and without giving to the Promoter the opportunity to inspect assess and determine the nature of such defect (which inspection Promoter shall be required to complete within 15 days of receipt of the notice from the Allottee(s), alters the state and condition of such defect, then the Promoter shall be relieved of its obligations contained in the clause immediately preceding and the Allottee(s) shall not be entitled to any cost or compensation in respect thereof.

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

The Allottee(s) hereby agree/s to purchase the Said Unit on the specific understanding that his/her/their/its right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency/company appointed or the Association of Allottees (or the maintenance agency/company appointed by it) and performance of the Allottee(s) of all his/her/their/its obligations in respect of the terms and conditions specified by the maintenance agency/company or the Association of the Allottees from time to time.

14. RIGHT TO ENTER THE SAID UNIT FOR REPAIRS:

The Promoter/Maintenance Company/Association of Allottees shall have rights of unrestricted access of all Common Areas, Parking Space for providing necessary maintenance services and the Allottee(s) agree/s to permit the Promoter and/or Maintenance Company to enter into the Said Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE:

Use of Service Areas: The service areas, if any, as located within the Project, shall be earmarked for purposes such as services including but not limited to electric sub-station, transformer, underground water tanks, DG set rooms, pump rooms, maintenance and service rooms, and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services are as in any manner whatsoever and the same shall be reserved for use by the Maintenance Company/Promoter

for rendering maintenance services.

16. COMPLIANCE WITH RESPECT TO THE SAID UNIT:

16.1 Subject to clause 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Said Unit at his/her/their/its own cost and shall not do or suffer to be done anything in or to the Said Unit, which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Unit and keep the Said Unit, its demarcation provisions of sewers, drains, pipes, electricity supply, waste management and any other 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. is not in any way damaged or jeopardized.

16.2 The Allottee(s) further undertake/s, assure/s and guarantee/s that he/she/they/it would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face / façade of the building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee(s) shall not store any hazardous or combustible goods in the Said Unit or place any heavy material in the common passages or staircase of the building/Project.

16.3 The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Said Unit, the Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association, as the case may be. The Allottee(s) 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 allotment of the Said Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project. That the Allottee(s) hereby undertake/s that he/she/they/it shall comply with and carry out, from time to time after he/she/they/it has/have taken over for occupation and use the Said Unit, all the requirements, requisitions, demands and repairs which are required by any Competent Authority in respect of the Said Unit at his/her/their/its own cost.

18. ADDITIONAL CONSTRUCTION:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the Building Plan has been approved by the competent authority(ies) and disclosed, except for as provided in the Act and the Rules. Provided that, the Allottee(s) shall not raise any objection to the alteration and/or modification in the Building Plans done and/or caused to be done by the Promoter in respect of the Project as mentioned in clause H herein above.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

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

20. BINDING EFFECT:

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

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S)/SUBSEQUENT ALLOTTEE(S):

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 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(s) in not making payments as per the Payment Plan (**Schedule "C"**) including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottee(s).

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

25. SEVERABILITY:

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

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

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

27. FURTHER ASSURANCES:

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

right to be created or transferred hereunder or pursuant to any such transaction.

28. PLACE OF EXECUTION:

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

29. NOTICES:

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

Allottee(s):

Address:

Promoter: KYAL DEVELOPERS PRIVATE LIMITED

Address: Premises No.122/1R, Satyendra Nath Majumder Sarani,
4th Floor, Post Office Kalighat, Police Station Tollygunge,
Kolkata 700 026

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

30. JOINT ALLOTTEES:

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

31. GOVERNING LAW:

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

32. DISPUTE RESOLUTION:

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

33. ADDITIONAL TERMS:

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

The additional terms and conditions as per the contractual understanding between the Parties are recorded hereunder. However, it is expressly clarified that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.

34. ADDITIONAL DEFINITIONS:

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

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

“Apartment” shall mean a constructed space at the Buildings intended and/or capable of being exclusively enjoyed by a specific Allottee(s) as identified by the Promoter.

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

“Booking Amount” shall mean 10% (ten percent) of Said Unit Price.

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

“Car Parking Space” shall mean all the spaces in the portions at the Basement level, Ground floor level, 1st floor level of the new buildings of the Project expressed or intended to be reserved for parking of private medium sized motor car(s).

“Carpet Area” shall mean the net usable area of an Apartment, excluding the area covered by the external walls, areas under the services’ shafts, the areas respectively comprised in the Balcony/Verandah, but including the area covered by the internal partition walls of such an Apartment.

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

- a) all the costs, charges, expenses, fees etc. to be incurred for and/or on behalf of the Allottee(s) for rendition of the Common Purposes; and
- b) all the Outgoings payable in respect of the said Land, the Building, the Common Areas; and
- c) the recurring costs, charges, fees, expenses etc. to be incurred/payable/ incurred for the smooth operation, running, management, maintenance, upkeep and administration of the several facilities, infrastructure, utilities etc. at/of the said Land and/or the Buildings including but not limited to those comprising a part of the Common Areas, including repairs, replacements, improvements etc. thereof; and
- d) all expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant, firefighting equipment, CCTV, EPABX etc. and other common installations including their license fees, taxes and other levies (if any) and all the lights of the Common Areas; and
- e) all expenses towards electricity and annual maintenance charges of the mechanized car parking space, however, it being made clear that the said mechanized car parking space, if any, shall not be part of common areas; and
- f) such other charges, expenses etc. as determined by the Promoter from time to time; and
- g) each of the afore stated together with the applicable taxes thereon.

“Common Purposes” shall include:

- a) the maintenance, management, upkeep, administration, protection etc. of the said Land, the Building, the Common Areas and the several facilities etc. at/of the said Land and/or the Buildings including the repairs, replacements, improvements etc. thereof;

- b) dealing with and regulating matters of common interest of each of the Allottees relating inter alia to their mutual rights and obligations in respect of the Land and the Project for the use and enjoyment of their respective Units and the Common Areas;
- c) insurance of the Project and the Common Areas;
- d) the collection and disbursement of the Common Expenses;
- e) all other common purposes and/or other matters, issues etc. in which the Allottee(s) have common interest relating to the Project, the extent, mode and manner of each of the above to be as determined and formulated by the Promoter; and
- f) all other common expenses and/or other matters issues etc. which the Allottee(s) have in common interest relating to the Land, the extent, mode and manner of each of the above to be as determined and formulated by the Promoter.

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

35. ADDITIONAL TERMS AND COVENANTS REGARDING THE TOTAL PRICE, DEPOSITS, EXTRA CHARGES ETC., AND THE PAYMENT THEREOF:

- i. In consideration of this Agreement and as and by way of consideration for being granted the specific rights and/or permissions of the nature stipulated in this Agreement and accepting each of the terms and conditions stipulated in this Agreement, in addition to payment of the Total Price, the Allottee(s) shall be liable and responsible to and hereby agree/s and undertake/s to make payment of the various amounts as determined by the Promoter together with the applicable taxes thereon to the Promoter and/or other entities, each as identified and stipulated by the Promoter, each to be paid/deposited within such time frames as may be determined by the Promoter, it being unequivocally agreed, understood, acknowledged and accepted by the Allottee(s) as follows:-
 - a) that certain deposits are in the nature of transferable deposits and/or funds, which shall be held by the Promoter, free of interest and shall be made over by the Promoter to the Association after its formation, subject to deductions, if any, as ascertained by the Promoter;
 - b) that without making payment of the entirety of each of the Total Price, Interest (if any), TDS Interest (if any) amongst others, each in the manner and within the time periods stipulated by the Promoter and fulfilling each of his/her/their/its obligations, all to the satisfaction of the Promoter, the Allottee(s) shall not be entitled to call upon the Promoter to hand over the Said Unit and further without making payment of the Common Expenses, the Allottee(s) and/or his/her/their/its Permitted Transferee(s) and/or

permitted users/occupiers shall not be entitled to use and enjoy and/or to continue the user and enjoyment of the Common Areas.

- ii. In no event shall the Allottee(s) be entitled to or shall claim/demand any abatement or reduction or deduction in the Total Price on any ground whatsoever or howsoever provided that the Allottee(s) shall only be entitled to deduct from the Said Unit Price, if any, towards the prevailing applicable tax deductible at source subject to the Applicable Laws ("TDS").
- iii. It is agreed and understood between the Parties that in the event at any time prior to the expiry of the scheduled date of completion of the Project as envisaged at the time of registration of the Project under the Act and as extended from time to time:
 - a) there be any change, modification, amendment, increase, decrease etc. in any of the Taxes comprising the Said Unit Price, Extras and Deposits and/or the manner of computation thereof including but not limited to due to change of/in Applicable Laws; and/or
 - b) any new and/or fresh taxes, cesses, assessments, duties, levies, charges, impositions etc. (central, state or local) by whatever name called be imposed, levied, notified etc. with retrospective effect or otherwise including but not limited to the Project and/or the Said Unit and/or this Agreement and/or the transaction contemplated under this Agreement; and/or then in such an event, each and/or some of the several amounts payable by and/or to be deposited by the Allottee(s) shall accordingly stand increased or decreased, as the case may be, and further some additional amounts may become payable by the Allottee(s) and the Allottee(s) hereby covenant/s and undertake/s to make timely payment/deposit of each of such amounts in terms of the demand/s and/or revised demand/s raised by the Promoter provided that in no event shall the Allottee(s) be entitled to call upon the Promoter to refund any amount since then already paid by the Allottee(s) to the Promoter.
- iv. The Allottee(s) shall be bound and obliged to and undertake/s and covenant/s to make payment of and/or deposit each amount within the timelines determined/ designated by the Promoter for the same, and while the Promoter shall periodically intimate in writing to the Allottee(s) the amount payable and the Allottee(s) shall make payment/deposit the amount(s) as demanded by the Promoter within the time period and in the manner specified in such intimation, the Allottee(s) has covenanted and undertaken to and further hereby and hereunder covenant/s and undertake/s to make payment of the Total Price in terms of the Payment Plan, it being recorded that the Allottee(s) has informed the Promoter that such schedule of payment comprising the Payment Plan is more convenient to/for the Allottee(s) and the Allottee(s) covenant/s and undertake/s to make each of such payments as and when the same become due.
- v. The Allottee(s) shall be bound and obliged to and undertake/s to: (i) deposit with the concerned authorities, the TDS if any, deducted, within the 7th (seventh) day of the month succeeding the month of payment and

(ii) issue and hand over to the Promoter, the relevant TDS certificate within the time period stipulated by Applicable Laws, failure whereof shall attract and accrue interest on the amount so deducted for the period of default/delay, such interest to be calculated at the rate prescribed/prevaling under the Applicable Laws governing the subject matter of TDS ("TDS Interest"). Delay caused by the Allottee(s) in fulfilling the aforesaid obligation shall be deemed to be an event of default by the Allottee(s) in his/her/their/its payment obligations, which shall entail the same consequences as stated herein.

- vi. In case the Promoter condones the default of the Allottee(s) in making timely payment of and/or in depositing any amount and/or in depositing the TDS and/or furnishing the TDS certificate within the stipulated timeline(s), then and in such an event, the Allottee(s) shall, along with the outstanding dues and/or arrears, pay to the Promoter, the Interest and/or the TDS Interest, as the case may be, on each of the amounts remaining unpaid/outstanding for the period of default/delay until the date of actual realization thereof together with the administrative charges in terms of the then prevailing policy of the Promoter in respect thereof. Any condonation granted by the Promoter shall not amount to waiver of the future defaults and/or the breaches and/or delays of/by the Allottee(s) and shall be without prejudice to the other rights of the Promoter.
- vii. Notwithstanding anything to the contrary stated anywhere in this Agreement, any payment made by the Allottee(s) (notwithstanding any specific instruction regarding the same having been given/issued by the Allottee) shall, at the first instance, be applied by the Promoter towards payment of the Interest and the TDS Interest ascertained by the Promoter as due and payable by the Allottee(s), and thereafter, the balance, if any, shall be utilized towards adjustment of the defaulted/delayed payments due from the Allottee(s) as ascertained by the Promoter, and the Allottee(s) authorize(s) and empower(s) the Promoter to so adjust and/or appropriate all payments made by the Allottee(s), and the Allottee(s) undertake(s) not to object to the same and/or to demand/direct the Promoter to adjust the payments in any manner.
- viii. All payments shall be made by the Allottee(s) at the office of the Promoter against proper receipts and in no event shall the Allottee(s) be entitled to set up any oral agreement regarding payment or otherwise. Further, all costs in respect of any payment being made by outstation/dollar cheques, shall be borne and paid by the Allottee(s). Furthermore, on the dishonor of any banking negotiable instrument on any ground whatsoever, without prejudice to the other rights and remedies of the Promoter and/or of the Other Entities, the Allottee(s) shall compensate the Promoter and/or the Other Entities for every such dishonor by making payment of Rs.1,500/- (Rupees One Thousand Five Hundred) only and applicable taxes, if any, and the Allottee(s) accept/s and consent/s to the same.
- ix. In the event the Allottee(s) is/are a Person of Indian Origin and/or a Non-Resident Indian (as such terms are respectively defined/described under the governing Applicable Laws), the Allottee(s) confirm/s that all remittances shall be made in compliance with all Applicable Laws as

modified/revised from time to time and the Allottee(s) shall provide the Promoter with all certifications, declarations etc. pertaining to/in support thereof.

- x. All refunds, if any in terms of this Agreement, even to Non-Resident Indians and/or Persons of Indian Origin shall be made in Indian Rupees unless mandated otherwise by the then prevailing Applicable Laws.

36. ADDITIONAL TERMS AND COVENANTS REGARDING CONSTRUCTION:

- i. The date stipulated in clause 7.1 hereinabove are hereby and hereunder accepted and confirmed by the Allottee(s) and the Allottee(s) hereby agree/s and undertake/s not to raise any objection to the same on any ground whatsoever or howsoever. However, in the event prior to the date stipulated in clause 7.1 hereinabove the Said Unit is ready for hand over in terms of this Agreement, the Allottee(s) undertake/s and covenant/s not to make or raise any objection to the consequent preponement of his/her/their/its payment obligations, having clearly understood and agreed that the payment obligations of the Allottee(s) are linked inter alia to the progress of construction and the same is not a time linked plan.
- ii. The rights of the Allottee(s) is limited to ownership of the Said Unit together with right to use the car parking space, if any and the right to use the Common Areas, Amenities and Facilities of the Project and the Allottee(s) hereby accepts the same and shall not, under any circumstances, raise any claim of ownership, contrary to the above.

37. ADDITIONAL TERMS AND COVENANTS REGARDING POSSESSION/HAND OVER:

Failure of Allottee(s) to take possession of Said Unit: In case the Allottee(s) fail/s to take possession within the time provided in clause 7.2 in the Possession Notice such Allottee(s) shall be liable to pay maintenance charges as specified in clause 7.2 from such date as notified in the Possession Notice (Deemed Possession) and also pay guarding charges to the Promoter at the rate of Rs.25,000/- (Rupees Twenty Five Thousand) only per month or part thereof from the expiry of the time mentioned in the possession letter till such time the Allottees(s) take/s the possession of the Said Unit.

38. ADDITIONAL TERMS AND COVENANTS REGARDING EVENTS OF DEFAULTS AND/OR CANCELLATION AND/OR TERMINATION, AND ITS CONSEQUENCES:

- i. In the event the Allottee(s) is in breach of and/or has failed to perform and observe any of his/her/their/its covenants, obligations, representations or warranties under this Agreement and/or the terms and conditions of this Agreement, which breach and/or failure has not been remedied despite having been issued a notice in that regard, the Allottee(s) shall be considered under a condition of default and an Allottee(s) event of default shall be deemed to be occurred.

- ii. Without prejudice to and in addition to the events/grounds stated elsewhere in this Agreement on the occurrence whereof the Promoter shall be entitled to terminate this Agreement (each of which also to be treated as an Allottee in the event of default), on the occurrence of an Allottee(s) in the event of default which continues for a period beyond 30 (thirty) days after notice from the Promoter in this regard (such failure being as determined by the Promoter), then without prejudice to the right of the Promoter to charge and recover from the Allottee(s), Interest and other amounts as stipulated in this Agreement including that for the period of delay, the Promoter shall be entitled, at its option and is hereby authorized by the Allottee(s) to determine and/or rescind and/or terminate this Agreement provided that the Promoter shall intimate the Allottee(s) about the Promoter's intention to so terminate this Agreement by a written notice at least 30 (thirty) days prior to such termination.
- iii. The Allottee(s) may at any time after the date hereof and without the occurrence of the Promoter in the event of default, but no later than 30 (thirty) days prior to the execution and registration of the Conveyance Deed subject to the terms hereof, by a 30 (thirty) days' notice in writing intimate the Promoter of his/her/their/its intent to terminate this Agreement provided that in view of inter alia the fact that the Promoter has as a consequence of this Agreement blocked the Said Unit for the Allottee(s), on the date of termination of this Agreement by the Promoter and/or by the Allottee(s) (as the case may be) in terms hereof, the undernoted mutually agreed amounts shall, without any further act, deed or thing by the Promoter and/or by the Allottee(s) stand forfeited in favour of the Promoter from out of all the sums paid/deposited till such date by the Allottee(s) to/with the Promoter at the specific instructions of the Promoter (irrespective of the account/head towards which such sum may have been paid/deposited by the Allottee(s) and the balance, if any, ascertained by the Promoter as payable by the Allottee(s) to the Promoter, shall forthwith and immediately be paid on demand by the Allottee(s) to the Promoter and the Allottee(s) accept/s such consequences and consent/s to the same:-
- a) a sum equivalent to 10% (Ten percent) of the Said Unit Price together with the applicable Taxes thereon; and
 - b) the Common Expenses and each of the amounts stipulated hereinabove, as applicable, each payable with effect from the Outgoings Payment Commencement Date till the date of termination (being the date of notification/ acceptance/ receipt by the Promoter of the termination notice, as the case may be); and
 - c) the Interest and/or the TDS Interest, if any, due, accrued and payable by the Allottee(s) on any amount, as ascertained by the Promoter; and
 - d) all amounts paid/payable by and/or recoverable from the Allottee(s) towards any of the Taxes; and
 - e) the stipulated charges on account of dishonor, if any, of a banking negotiable instrument; and

- f) stamp duty, registration fees/ charges, legal fees and charges and any other fees, charges etc. payable/ to be paid/ paid on pertaining to this Agreement and the Deed of Cancellation; and
- g) further in case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Said Unit to another buyer and the Total Price of the Allottee(s) if the current Sale Price is less than the Purchase Price.
- h) The Allottee(s) accept/s and confirm/s that:
- a) bearing in mind that the Said Unit, would have been kept blocked by the Promoter for the Allottee(s) till the date of termination (as stated hereinabove) the abovementioned mutually agreed amounts are a fair and reasonable estimate of the loss and damage that would be suffered by the Promoter due to the abovementioned termination, and
- b) all and/or any amounts collected by the Promoter as Taxes payable and deposited with the concerned authorities shall not be returned/refunded by the Promoter and the Allottee(s) shall be free to approach the authorities concerned for refund of such Taxes and the Allottee(s) covenant/s and undertake/s not to set up or raise or make or initiate any claim, demand, action etc. contrary to the aforesaid.
- iv. In the event after the aforesaid forfeiture, the Promoter ascertains that any amount is to be refunded by the Promoter to the Allottee(s), such amount will be refunded: (i) without any interest and/or compensation; and (ii) subject to the Allottee(s) executing, at his/her/their/it's at the cost and expense, the Deed of Cancellation if so determined by the Promoter; and (iii) only after the Promoter has entered into a fresh agreement in respect of the Said Unit with any other Person(s). The Allottee(s) acknowledge(s) that it is justifiable for the Promoter to refund the amount, if any, ascertained as due by the Promoter to the Allottee(s), after expiry of a reasonable period of time after the date on which the Promoter enters into the abovementioned new agreement, in as much as the Promoter would be blocking the Said Unit, on account of the Allottee(s) and thus the Allottee(s) agree/s and covenant/s not to raise any objection whatsoever or howsoever to the same and hereby consent/s to the same.
- v. Notwithstanding the non-execution of the Deed of Cancellation upon cancellation of Allotment as stated herein above, immediately on the issuance and/or acceptance/receipt of the termination notice by the Promoter, the Allottee(s) shall cease to have any manner of right or claim or demand under this Agreement and/or against the Promoter (save and except receipt of refund, if any, subject to and/or in accordance with the provisions mentioned herein) and the Promoter shall stand released and discharged from all its obligations and liabilities under this Agreement and though none created hereunder, for the avoidance of any doubt, it is confirmed and accepted by the Allottee(s) herein that upon the occurrence of the aforesaid event, any manner of right or interest or claim or demand of the Allottee(s) in respect of/to/over any part or portion of the Land and/or the Project and/or the Said Unit shall automatically and without

the execution of any further act, deed or thing by the Allottee(s) and/or the Promoter, stand terminated, cancelled, revoked, surrendered, released, relinquished, disclaimed etc. in favour of the Promoter for all intents and purposes and the Promoter shall be entitled to deal with the same in such a manner as the Promoter may deem fit and proper.

vi. It is unequivocally agreed and understood that upon termination or cancellation of this Agreement on the terms stipulated in this Agreement, the Parties hereto shall, if so determined by the Promoter at its sole and absolute discretion, but without prejudice to the provisions as hereinabove, execute a deed of cancellation for the same (such deed being in such form and containing such particulars and/or covenants and/or stipulations as the Advocate may deem fit and proper) and register the same with the Registering Authority ("**Deed of Cancellation**"), as and when intimated by the Promoter, at the cost and expense of the Allottee(s). In the event the Allottee(s) fail/s or refuse/s to execute and/or register the Deed of Cancellation for any reason whatsoever, the Allottee(s) shall, in addition to his/her/their/its liability stated anywhere in this Agreement, be liable and obliged to and undertake/s to pay to the Promoter an amount equivalent to 10% (ten percent) of the Total Price together with all costs, expenses, losses, damages etc. as may be suffered, incurred or sustained by the Promoter, each ascertained by the Promoter due to such default of the Allottee(s), with the Allottee(s) hereby and hereunder accepting and confirming that the abovementioned is fair and reasonable and not in the nature of any penalty and thus the Allottee(s) accept/s and confirm/s the aforesaid and covenant/s and undertake/s not to set up or raise or make or initiate any claim, demand etc. contrary thereto. The Allottee(s) hereby agree(s) and undertake/s to do, execute and perform all such acts, deed and things and sign, execute, deliver and register (if required) such deeds, documents etc. (in such form and containing such particulars and/or covenants and/or stipulations as the Advocate may deem fit and proper), as may be determined by the Promoter, all at the cost and expense of the Allottee(s).

vii. Notwithstanding anything elsewhere to the contrary contained in this Agreement including in the Schedules hereto, the Allottee(s) expressly acknowledge/s, understand/s and agree/s that in the event of cancellation of the allotment of the Said Unit and/or this Agreement in terms of this Agreement by the Promoter or the Allottee(s), 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(s) in such deed of cancellation / extinguishment / declaration and the Allottee(s) shall cease or be deemed to have ceased to have any right title or interest in the Said Unit/ Building/ Project thereto on and from the date of termination/ cancellation.

viii. Notwithstanding anything elsewhere to the contrary contained in this Agreement that it will not be necessary for the Promoter to complete and install all the Common Areas and Installations, facilities and amenities before giving possession to the Allottee(s). The said Unit shall be deemed to be in a habitable condition as soon as the same is completed internally

in accordance with the specifications mentioned in the **Part - IV** of the **Schedule "B"** hereunder written, the entrance lobby of the Project and at least one lift of the building is made operative and water drainage sewerage and provisional electricity connection are provided in or for the said Unit. The Allottee(s) shall not withhold or make any delay in payment of the consideration money to the Promoter after receiving the possession notice for not making over the part or portion of the Common areas and Installations, facilities and amenities which would be under construction at that time.

- ix. The Promoter shall have the exclusive right to put up any neon sign, hoardings and other display materials of "**Vinayak Group**" on any part or portion of the Common Areas and the Allottee(s) agree/s and acknowledge/s that the Promoter shall be entitled to put up such neon sign, hoardings and other display materials on any part or portion of the Common Areas.

39. ADDITIONAL TERMS AND COVENANTS REGARDING THE DEED OF CONVEYANCE:

- i. After and subject to compliance by the Allottee(s) of each of his/her/their/its obligations to the satisfaction of the Promoter including but not limited to receipt by the Promoter of each of the several amounts due and payable by and/or to be deposited by the Allottee(s) (each as ascertained by the Promoter), and further subject to the Allottee(s) depositing with and/or making payment to the Promoter and/or to the concerned Governmental Authority of each of the amounts stipulated as mentioned in this Agreement including those stipulated hereinbelow and furthermore subject to the Allottee(s) not having committed any breach, violation, contravention etc. of any of the terms and conditions as stipulated herein and as determined by the Promoter, the Promoter and the Allottee(s) shall take steps to execute in favour of the Allottee(s), the deed of conveyance, whereby and whereunder the title in respect of the Said Unit shall be transferred and conveyed in favour of the Allottee(s), while the title in respect of the indivisible share in the Common Areas (Undivided Share) shall be transferred and conveyed in favour of the Association, such Deed of Conveyance/s being in such form and containing such particulars and/or covenants and/or stipulations as drafted by the Advocate of the Promoter ("Conveyance Deed"), on such date as may be determined by the Promoter provided that in the absence of any Applicable Law/s, the Promoter shall subject to the afore stated and further unless prevented by a Force Majeure Event, comply with its aforesaid obligation within 3 (three) months from the date of issuance of the Completion Certificate or within such time period as may be prescribed under the Act and/or Rules. If the formation of the Association does not take place prior to the agreed and/or prescribed date for execution or Deed of Conveyance in respect of the Said Unit in favour of the Allottee(s), then the transfer of the share in the Common Areas may be completed in favour of the Allottee(s) in trust and for the ultimate ownership of the Association and any related documentation and acts deeds and things shall be done by the Allottee(s) and all stamp duty and other taxes, charges or costs to implement such transactions shall be borne and paid by the Allottee(s).

ii. In addition to the amounts stated elsewhere in this Agreement, the Allottee(s) shall further be liable and responsible to and hereby and hereunder covenant/s and undertake/s to bear and pay inter alia: (i) the entire stamp duty, registration fees and other fees, taxes and charges as may be levied from time to time by the Government and/or any other authority/ies and/or any Governmental Authority on the afore stated transfer of the Said Unit and/or the Undivided Share, including those applicable/prevailing at the time of registration of the Deed of Conveyance. It being further clarified that all costs, charges and expenses including stamp duty, registration fees and expenses in connection with the preparation, stamping and execution of any conveyance deed of the Common Areas shall be borne and paid by all owners and/or Allottees of the units in the Project on pro rata basis.

40. ADDITIONAL TERMS AND COVENANTS REGARDING MAINTENANCE OF THE SAID BUILDING/ SAID UNIT:

- i. The Allottee(s) along with the other Allottees in the said Project shall join and form and register an organization or society or association or condominium or a limited company as determined by the Promoter (hereinafter referred to as the said "Association" to be known by such name as the Promoter may decide. For the said purpose the Allottee(s) shall sign and execute application for registration and/or membership and other papers and documents as necessary for the formation and registration of such Association and for becoming a member, including bye laws of the proposed Association. The Allottee(s) shall duly fill in sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee(s) so as to enable the Promoter to register the Association of the Allottee(s). Changes or modifications, if any, are to be made in the draft bye laws and/or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-Operative Societies or the Registrar of Companies as the case may be, or any other Competent Authority. The Promoter shall not be liable for any claims or penalties for delay in forming the Association, on account of any delay of the unit owners in complying with the above.
- ii. The Promoter may become a member of the Association to the extent of all unsold and/or un-allotted units, areas and spaces in the Project.
- iii. The Allottee(s) hereby agrees and confirms that from the Outgoings Payment Commencement Date, the Allottee(s) shall be liable to bear and pay the proportionate share towards the outgoings in respect of the said Project (Common Expenses and expenses incurred for Common Purposes and expenses namely, local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, annual maintenance charges, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the same) irrespective of whether the Allottee(s) is in occupation of the Said Unit or not and construction activity is continuing in adjacent tower/ building/s and infrastructure, facilities and amenities are not fully completed. The Allottee(s) further agree/s that till the Allottee's/s' share

is so determined, the Allottee(s) shall pay to the Promoter provisional monthly contribution of maintenance charges and lump sum Maintenance Deposit towards the outgoings as mentioned herein above for such expenses. The Allottee(s) shall continue to pay all such outgoings as imposed by the competent authority/ies and/or concerned local authorities and proportionate charges to the Promoter, as may be demanded, from time to time.

- iv. In case of failure of the Allottee(s) to pay the maintenance Charges or other charges on or before the due date, the Allottee(s) in addition to permitting the Promoter and/or Maintenance Company to deny him/her/them/it the maintenance services, facilities, amenities, disconnection of water supply, disconnection of electricity/DG back up etc. and also charging interest @ 2% per men sum on such due amount.
- v. Upon the said Association being formed and registered, the rights, benefits and interests of the Allottee(s) shall be governed and regulated by the bye-laws, rules and regulations thereof but expressly subject to the terms, conditions, convents, stipulations and provisions of this Agreement. The Allottee(s) hereby agree/s to abide by all the rules and regulations framed by the Maintenance Company/ Promoter as may be framed by the Maintenance Company/ Promoter from time to time for the upkeep and maintenance of the Project.

41. ADDITIONAL TERMS ON DEFECT LIABILITY:

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

- i. If there are changes, modifications and/or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee(s) taking over possession of the Said Unit, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- ii. If there are changes, modifications and/or alteration in electrical lines and wirings after said possession unto the Allottee(s), the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications and/or alterations;
- iii. If there are changes, modifications and/or alterations in doors, windows or other related items after said possession unto the Allottee(s), then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications and/or alterations;
- iv. If the Allottee(s) after taking actual physical possession of the Said Unit, execute/s interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment and the Store

Room (if any) by making any changes in the Apartment and the Store Room (if any), then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations and/or changes will not be entertained by the Promoter;

- v. Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.
- vi. If the materials, fittings and fixtures provided by the Promoter are not being maintained by the Allottee(s) or his/her/their/its agent/s in the manner in which same is required to be maintained.
- vii. Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Said Unit going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.
- viii. Any defect due to force majeure.
- ix. Failure to maintain the amenities/equipments.
- x. Due to failure of AMC.
- xi. Regular wear and tear.
- xii. If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Allottee(s), 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 Said Unit, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in para/ clause 12 hereinabove.

42. ADDITIONAL TERMS AND COVENANTS REGARDING THE RIGHT OF THE PROMOTER TO CREATE CHARGE/MORTGAGE:

- i. Notwithstanding anything contained herein, by the execution of this Agreement the Allottee(s) has/have provided and hereby and hereunder confirm/s his/her/its/their consent to the Promoter to/for the creation of any mortgage, security, charge or other encumbrances over and in respect of the Said Land and/or the said Project and/or any part or portion thereof in favour of any bank and/or financial institution and/or any other persons providing loan and/or financial assistance to the Promoter for the purpose of development of the Project provided that no such mortgage, security, charge and/or other encumbrances shall in any manner affect

the right, title and interest of the Allottee(s). For the avoidance of any doubt it is clarified that this Agreement by itself shall be treated as the written consent of the Allottee(s) for creation of charge/ mortgage over any part or portion of the Said land and/or the said Project and no separate consent of the Allottee(s) shall be required for the said purpose.

- ii. The Promoter undertakes to cause the said bank/s/ financial institution/s to: (a) issue, if necessary, a no-objection letter and/or certificate in favour of the Allottee(s)/ bank/s/ financial institution/s/ any other persons to enable the Allottee(s) to take a home loan from any bank or financial institution for financing the purchase of the Said Unit; and (b) upon receipt by the Promoter from the Allottee(s) (to the complete satisfaction of the Promoter) of the full payment and/or deposit, as the case may be, of all sums, amounts etc. payable/ to be deposited by the Allottee(s) in terms of this Agreement, before execution of the Deed of Conveyance in favour of the Allottee(s), subject to the terms of this Agreement, the Promoter shall cause the mortgage, security, charge and/or other encumbrances, if any, created by the Promoter over and in respect of the Said Unit, to be discharged and/or released.

43. ADDITIONAL TERMS AND COVENANTS REGARDING THE RIGHT OF THE PROMOTER:

a) Allottee's Covenants:

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

i. Allottee(s) aware of and satisfied with common areas amenities and facilities and specifications:

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

ii. Allottee(s) to mutate and pay rates & taxes:

The Allottee(s) shall (i) pay all fees and charges and cause mutation in the name of the Allottee(s) in the records of the Patharghata Gram Panchayet, within 30 (thirty) days from the date of executing Deed of Conveyance in respect of the Said Unit (Date of Conveyance) and (ii) pay the rates and taxes (proportionately for the Project and wholly for the Said Unit from the date of possession notice and until the Said Unit is separately mutated and assessed in favour of the Allottee(s), on the basis of the bills to be raised by the Promoter/Association (upon formation), such bills being conclusive proof of the liability of the Allottee(s) in respect thereof. The Allottee(s) further admits and accepts that the Allottee(s) shall not claim any deduction or abatement in the aforesaid bills.

iii. Allottee(s) to pay maintenance charge:

The Allottee(s) shall pay maintenance charge on the basis of bills to be raised by the Promoter or Association (upon formation), such bills being conclusive proof of the liability of the Allottee(s) in respect thereof. The Allottee(s) further admits and accepts that (1) the Allottee(s) shall not claim any deduction or abatement in the bills relating to maintenance charge and (2) the maintenance charge shall be subject to variation from time to time, at the sole discretion of the Promoter or Association (upon formation).

iv. Charge/Lien:

The Promoter shall have first charge and/or lien over the Said Unit for all amounts due and payable by the Allottee(s) to the Promoter provided however, if the Said Unit is purchased with assistance of a bank/financial institution/other persons, then such charge/lien of the Promoter shall stand extinguished on the bank/financial institution/other persons provided all dues payable to the Promoter are cleared by the Allottee(s) and/or such bank/ financial institution/ other persons.

v. Car Parking:

That at the request of the Allottee(s), the Promoter hereby permits the Allottee(s) to use the certain number of Car Parking Space/s, if any, as set out in **Part - III** of **Schedule B** hereto within the Project on the Said Land. The allocation of this/these space/s shall be at the sole discretion of the Promoter and the Allottee(s) hereby agree/s to the same. The Allottee(s) is/are aware that the Promoter has in the like manner allocated/ shall be allocating other car parking space/s as sanctioned by the authorities to other Allottee(s) in the Project and undertake/s not to raise any objection in that regard and the rights of the Promoter to raise any such objection shall be deemed to have been waived. The Allottee(s) hereby further warrant/s and confirm/s that the Allottee(s) shall, upon formation of the Association and/or execution of Deed of Conveyance, as contemplated herein, cause such Association to confirm/s and ratify/ies and shall not permit the Association to alter or change the allocation of Car Parking Space/s in the manner as allocated by the Promoter to the various Allottees (including the Allottee(s) herein) of the Units in the Building/Tower and the said Project.

That the Car Parking Space/s, if any, provided in the Project are for the benefit of all the Allottee(s) of the Project. The Car Parking Space/s, if any, have to be earmarked to the Allottee(s) for facilitating the smooth functioning and use of the said Car Parking Space. In the absence of such earmarking of Car Parking Space(s), if any, the use of the Car Parking Space(s), if any, would result in disharmony and periodical disputes amongst the Allottee(s) of the Units. In view of the same the Allottee(s) hereby irrevocably authorizes the Promoter to earmark Car Parking Space(s), if any, to the Allottee(s) at his/her/their/its discretion in the mutual interest of one and all in order to maintain peace, cordiality and harmony among the Allottee(s). The Allottee(s) further declares that it is

bound by such earmarking of Car Parking Space(s), if any, and will not question the authority of the Promoter in doing so and father desist from making any issue or claims in respect thereto.

In case of dependent or staked car parking space/s, the space allocated to the two inter-dependent car parks will be used by the Allottee(s) in an inter-changeable manner depending on the availability. The vehicle arriving first needs to be parked behind and the vehicle arriving afterwards will be parked in the parking space on the front. Both the Allottee(s) will have to leave the keys of their vehicles at the security disc for smooth operation and to avoid any issue during the departure of any of the vehicles.

In the instance of mechanical car parking spaces, where two inter-dependent car parks are allocated, the Allottee(s) shall utilize the spaces in an inter-changeable manner based on availability. The first arriving vehicle shall be accommodated on the top level, while the subsequently arriving vehicle shall be parked in the space below. To ensure seamless operation and to avoid any potential issues during the departure of any vehicle, both Allottee(s) shall be required to submit the keys of their respective vehicles at the designated security desk.

The Allottee(s) agree/s and undertake/s not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the open parking areas, if any, to any other Allottee(s) nor to disturb the use of the allotted parking space by the concerned Allottee(s).

vi. Environmental Clearances:

The Allottee(s) is/are made aware that the promoter may be required to obtain new/revised/amended environmental clearances from time to time during the course of the construction of the said Project and the Allottee(s) hereby giving his/her/their/its irrevocable consent and/or permission to the Promoter for applying and obtaining such new/revised/amended Environmental Clearance Certificate in this regard.

vii. Future Contingency and Covenant of Allottee(s):

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

b) Obligations of Allottee(s):

The Allottee(s) shall:

i. Co-operate in management and maintenance:

Co-operate in the management and maintenance of the Common Areas facilities and amenities by the Promoter/Association (upon formation), as applicable.'

ii. Observing Rules:

Observe the rules framed from time to time by the Promoter/Association (upon formation) for the beneficial common enjoyment of the Common Areas, facilities and amenities.

iii. Paying Electricity Charges:

Pay for electricity and other utilities consumed in or relating to the Said Unit from the date of fit out.

iv. Meter and Cabling:

Be obliged to draw electricity lines/wires, television cables, broadband data cables and telephone cables to the Said Unit only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other Unit owners. The main electricity meter shall be installed only at the space designated for common meters. The Allottee(s) shall under no circumstances be entitled to affix, draw or string wires, cables, dish antennae or pipes from, to or through any part or portion of and outside walls of the building in which the Apartment is located save in the manner indicated by the Promoter/Association (upon formation).

v. Residential Use:

Use the Said Unit for residential purpose only. Under no circumstances shall the Allottee(s) use or allow the Said Unit to be used for commercial, industrial or other non-residential purposes. The Allottee(s) shall also not use or allow the Said Unit to be used as a religious establishment, hotel, guesthouse, service apartment, mess, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

vi. Maintenance of the Said Unit:

Repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Said Unit at the cost of the Allottee(s).

vii. Use of Common Toilets:

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

viii. Use of Spittoons/ Dustbins:

Use the spittoons/ dustbins located at various places in the said Project.

ix. No Alteration:

Not alter, modify or in any manner change the (a) elevation and exterior colour scheme of the Said Unit and the Building/ Tower and (b) design and/or the colour scheme of the windows, grills and the main door of the Said Unit.

x. No Structural Alteration and Prohibited Installations:

Not alter, modify or in any manner change the structure or any civil construction in the Said Unit and the building/ Tower. The Allottee(s) shall not install any dish-antenna on the balcony and/or windows of the Building and/or on any external part of the Building/ Tower and/or the roof thereof. In the event the Promoter and/or the Association (upon formation) coming to know of any change made by the Allottee(s) then the Promoter and/or the Association (upon formation) shall be entitled to demolish the changes and restore the Said Unit at the cost of the Allottee(s). In the event any change is made by the Allottee(s) after the date of Deed of Conveyance, then also the Promoter and/or the Association (upon formation) shall be entitled to demolish the changes and restore the Said Unit to its original position at the cost of the Allottee(s). The Allottee(s) shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Allottee(s).

xi. No Air Conditioning Without Permission:

Not to install any window air-conditioning units anywhere in the Said Unit and not to change the manner of installation of air-conditioners in the bedrooms (if any) and in such areas where air-conditioners are not installed by the Promoter to install air-conditioners only in designated areas as approved by Promoter.

xii. No Collapsible Gate:

Not install any collapsible gate outside the main door/ entrance of the Said Unit.

xiii. No Grills:

Not install any grill on the balcony or verandah.

xiv. No Sub-Division:

Not to sub-divide the Said Unit and the Common Areas, under any circumstances.

xv. No Change of Name:

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

xvi. No Nuisance and Disturbance:

Not to use the Said Unit or the Common Areas or permit the same to be

used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Building/ Tower and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.

xvii. No Storage:

Not to store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.

xviii. No Obstruction to Promoter/Association (upon formation):

Not to obstruct the Promoter/ Association (upon formation) in their acts relating to the common areas, amenities and facilities and not obstruct the Promoter in constructing on other portions of the Building/ Tower and/or the said Project and selling or granting rights to any person on any part of the said Building/ Tower.

xix. No Obstruction of Common Areas:

Not to obstruct the pathways and passages of the Common Areas or use the same for any purpose other than for ingress to and egress from the Said Unit.

xx. No Violating Rules:

Not to violate any of the rules and/or regulations laid down by the Promoter / Association (upon formation) for the use of the common amenities and facilities.

xxi. No Throwing Refuse:

Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefor.

xxii. No Injurious Activities:

Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Unit, the said Building/Tower, the Common Areas, including but not limited to acts of vandalism, putting up posters and graffiti.

xxiii. No Storing Hazardous Articles:

Not to keep or store any offensive, combustible, obnoxious, hazardous and/or dangerous articles in the Said Unit, the Common Areas and the Building/Tower.

xxiv. No Signage:

Not to put up or affix any sign board, name plate or other things or other similar articles in the Common Areas, inside or outside the

windows and/or the outside walls of the Said Unit/said Building/Tower save at the place or places provided therefor provided that this shall not prevent the Allottee(s) from displaying a standardized name plate outside the main door of the Said Unit.

xxv. No Floor Damage:

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

xxvi. No Installing Generator:

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

xxvii. No Misuse of Water:

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

xxviii. No Damage to Common Portions:

Not to damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Allottee(s) or the family members, invitees, servants, agents or employees of the Allottee(s), the Allottee(s) shall compensate for the same.

xxix. No Hanging Clothes:

Not to hang or cause to be hung clothes from the balconies of the Said Apartment.

xxx. No Smoking in Public Places:

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

xxxii. No Plucking Flowers:

Not to pluck flowers or stems from the gardens.

xxxiii. No Littering:

Not to throw or allow to be thrown litter in the Common Areas from the said Building/ Tower of the said Project.

xxxiiii. No Trespassing:

Not to trespass or allow trespass over lawns and green plants within the Common Areas.

xxxiv. No Overloading Lifts:

Not to overload the passenger lifts and move goods only through the staircase of the Building/ Tower.

xxxv. No Use of Lifts in Case of Fire:

Not to use the lifts in case of fire.

xxxvi. No Covering of Common Portions:

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

xxxvii. Pay Goods and Service Tax:

To make payment of applicable Goods and Service Tax that may be payable in respect of all amounts to be paid by the Allottee(s) to the Promoter/ Association (upon formation) in terms of this Agreement as also to pay all others taxes payable by the Allottee(s) in terms of this Agreement.

xxxviii. Notification regarding Letting/Transfer:

If the Allottee(s) let/s out or transfer/s the said Unit, the Allottee(s) shall immediately notify the Promoter and/or the Association (upon formation) of the tenant's/s'/ transferee's/s' address and telephone number.

xxxix. No Right in Other Areas:

The Allottee(s) shall not have any right, title and interest, claim or entitlement whatsoever over or in respect of the said Project/ Building/s/ Tower/s save and except the said Unit and the share in the Common Areas of the said Project.

xl. Restriction regarding Pets:

Pets shall be immunized and be kept on a leash while in the common areas of the project. It shall be the responsibility of the pet owner/s to arrange cleaning up if they relieve themselves anywhere within the said Project campus which is not a designated place. Preference should be given to the fellow residents/ visitors if they are not comfortable with the pets boarding the same elevator.

xli. Restriction regarding slaughtering:

NOT to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other Unit owners and/or occupiers of the said Project.

c) Indemnity:

The Allottee(s) shall keep the Promoter indemnified of from and against all actions, proceedings, damages, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Promoter and/or the Association (upon formation) relating to the said Building/ Project or any part thereof or to any person due to any negligence or any act, deed, thing or omission made, done or occasioned by the Allottee(s) or the servants/ agents/ licensees/ invitees/ visitors of the Allottee(s) and/or any breach or non- observance by the Allottee(s) of the Allottee(s)'s covenants and/or any of the terms herein contained.

d) Documentation for Loan:

The Promoter shall provide to the Allottee(s) all available documents in soft copy so that the Allottee(s) may get loan from the bank/s and financial institution/s, if required by the Allottee(s).

44. ADDITIONAL TERMS AND COVENANTS REGARDING REGULARIZATION FEES:

Subject to the Promoter agreeing to any change in the plans of the said Unit, the Allottee(s) shall be liable to pay Rs.30/- per square feet as the regularization fees payable to the Promoter.

45. ADDITIONAL TERMS AND COVENANTS REGARDING TRANSFER AND/OR NOMINATION BY THE ALLOTTEE(S):

The Allottee(s) admit/s and accept/s that after the Lock in period of 18 months and before the execution and registration of Deed of Conveyance of the Said Unit the Allottee(s) may nominate this Agreement any time before the registration of the Deed of Conveyance, subject to the following conditions:

- i. The profile of the Transferee/s is/are accepted by the Promoter;
- ii. The Allottee(s) shall make payment of all dues, including any interest for delay to the Promoter in terms of this Agreement, up to the time of nomination;
- iii. A nomination fee equivalent to 2% (two percent) of the Said Unit Price together with applicable taxes, if any, shall be payable to the Promoter. The Promoter shall consent to such nomination only upon being paid the fee/ charge as aforesaid;
- iv. All amounts agreed to be payable by the Allottee(s) intending to nominate this Agreement has already been paid to the Promoter;
- v. Any such nomination or alienation shall be subject to the terms conditions agreements and covenants contained hereunder and on the part of the Allottee(s) to be observed fulfilled and performed;

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

46. Additional terms and conditions inserted as per the contractual understanding between the parties are not in derogation of or inconsistent with the terms and conditions set out in the Acts and the Rules and Regulations made thereunder.

SCHEDULE "A"

Part - I
(Said LAND)

ALL THAT the land measuring 198.7 Decimals, more or less, comprised in R.S./L.R. Dag Nos.902, 903, 904, 905, 906, 907, 908, 909, 910 and 911, situated at Mouza Patharghata, J.L. no. 36, Police Station Technocity, situated at Premises no. 07-0718 within Action Area II G of Newtown, within the limits of Patharghata Gram Panchayat, Additional Sub-Registrar Rajarhat, District 24 Parganas (North), PIN 700160, shown in tabular form as follows: -

| Sl. No. | R.S./ L.R. Dag No. | L.R. Khatian Nos. | Area (in decimal) |
|--------------|--------------------|--|-------------------|
| 1. | 902 | 5498, 5499, 5500, 5501, 5502, 5503, 5504, 5505, 5506, 5507, 5508, 5509, 5510, 5511, 5512, 5513, 5515, 5516, 5517, 5518, 5519, 5520, 5521, 5522, 5524, 5525, 5968, 5969, 5970 | 3 |
| 2. | 903 | | 1.7 |
| 3. | 904 | | 16 |
| 4. | 905 | | 22 |
| 5. | 906 | | 25 |
| 6. | 907 | | 7.5 |
| 7. | 908 | | 7 |
| 8. | 909 | | 6 |
| 9. | 910 | | 3 |
| 10. | 911 | | 107.5 |
| Total | | | 198.7 |

The Said Land is butted and bounded as follows:

ON THE NORTH : 48-Meter-wide Road
 ON THE SOUTH : 20-Meter-Wide Road
 ON THE EAST : R.S./L.R. Dag No. 912 and 918
 ON THE WEST : Mouza Chakpanchuria

Part - II
[SAID INDENTURES AND THEIR DETAILS]

| Sl. No. | Deed No. | Dag No. |
|---------|----------|---------|
|---------|----------|---------|

| | | |
|----|------------|-----------------|
| 1 | 6155/2018 | 901, 902, 903 |
| 2 | 7312/2013 | 904 |
| 3 | 7313/2013 | 904 |
| | 7319/2013 | 904 |
| | 786/2015 | 904 |
| 4 | 11094/2014 | 904 & 905 |
| 5 | 11096/2014 | 904 & 905 & 906 |
| 6 | 4460/2020 | 904 |
| 7 | 7566/2013 | 905 |
| 8 | 7314/2013 | 905 |
| 9 | 8364/2015 | 905, 907, 908 |
| 10 | 7812/2013 | 906 |
| 11 | 7813/2013 | 906 |
| 12 | 7809/2013 | 906 |
| 13 | 7811/2013 | 906 |
| 14 | 4572/2014 | 906 |
| 15 | 398/2015 | 906 |
| 16 | 11092/2014 | 906 & 909 & 910 |
| 17 | 11099/2014 | 906 |
| 18 | 783/2015 | 906, 907, 908 |
| 19 | 10338/2013 | 907, 908 |
| 20 | 4490/2022 | 907, 908 |
| 21 | 7801/2013 | 907, 908 |
| 22 | 8675/2013 | 907, 908 |
| 23 | 4004/2015 | 907, 908 |
| 24 | 11095/2014 | 907, 908 |
| 25 | 11096/2014 | 907, 908 |
| 26 | 4532/2014 | 909, 910 |
| 27 | 6012/2014 | 909, 910 |
| 28 | 12382/2014 | 909, 910 |
| 29 | 4003/2015 | 911 |
| 30 | 14375/2014 | 911 |
| 31 | 14376/2014 | 911 |
| 32 | 14388/2014 | 911 |
| 33 | 14421/2014 | 911 |
| 34 | 14422/2014 | 911 |
| 35 | 14423/2014 | 911 |
| 36 | 14424/2014 | 911 |
| 37 | 14426/2014 | 911 |
| 38 | 0081/2015 | 911 |

| | | |
|----|------------|-----|
| 39 | 0082/2015 | 911 |
| 39 | 14450/2015 | 911 |
| 39 | 3870/2015 | 911 |

A. The Owner Nos. 1 to 29 herein were entered into a Development Agreement dated 04.03.2016 with the Confirming Party herein which was registered in the Office of the Additional Registrar of Assurance – IV, Kolkata, West Bengal in Book No. I, Volume No. 1904-2016 at Pages 100703 to 100881 Being No. 190402552 of 2016 (later rectified by a Supplementary Development Agreement dated 04.03.2019 registered in the Office of the Additional Registrar of Assurance – IV, Kolkata, West Bengal in Book No. I, Volume No. 1904-2019 at Pages 99271 to 99333 Being No. 190402168 of 2019) in respect of the land more or less comprised in R.S./L.R. Dag Nos. 904, 905, 906, 907, 908, 909, 910, 911 in Mouza Patharghata, J.L. no 36, Police Station Technocity, Additional Sub-Registrar Rajarhat, District 24 Parganas (North) on the terms and conditions as more fully mentioned therein.

B. The Owner Nos. 1 to 29 herein, thereafter entered into an unregistered Development Agreement dated 08.01.2021 with the Confirming Party herein in respect of further lands comprised in R.S./L.R. Dag Nos. 902 and 903 more or less, situated at Mouza Patharghata, J.L. no 36, Police Station Technocity, Additional Sub-Registrar Rajarhat, District 24 Parganas (North) on the terms and conditions as more fully mentioned therein.

C. The Owner Nos. 1 to 29 were in pursuance of such Development Agreement, executed a Development Power of Attorney dated 04.03.2016 in favour of the Confirming Party herein which was registered in the Office of the Additional Registrar of Assurance – IV, Kolkata, West Bengal in Book No. IV, Volume No. 1903-2016 at Pages 50440 to 50557 Being No. 190301735 of 2016.

D. The Confirming Party herein had commenced to act in terms of the said Development Agreement dated 04.03.2016 and the said supplementary Development Agreement dated 04.03.2019 and the said unregistered Development Agreement dated 08.01.2021 and has taken steps towards the development of the Said Land.

E. Thereafter the Owner Nos. 1 to 29 herein and the Confirming Party herein have jointly approached and negotiated with the Promoter herein to take over the work of development and construction at the Said Land for commercial exploitation thereof.

F. The Promoter herein has in the meantime negotiated with the Owner Nos. 30 and 31 who are the Owners of land comprised in R.S./L.R. Dag No. 904, which is adjacent to the land owned by the Owner Nos. 1 to 29 herein to also include their land in the proposed Project.

G. In the meantime, while the negotiations were being crystalized, the Confirming Party has with the consent and concurrence of all the Owners and the Promoter herein, obtained a sanctioned the plan vide PIN No. 0070071820240305 dated 11.03.2024 from New Kolkata Development Authority at its own cost and expenses in respect of the such entire Project Land.

H. The Owners and Confirming Party herein have now crystalized their negotiations and accordingly delineated their respective responsibilities and the Promoter has, thus relying upon the representation and assurances made by the

Owners and the Confirming Party herein about the rights or title or interest of the Owners and Confirming Party herein in the Said Land, has agreed to undertake/take over development of the Said Land on the terms and conditions contained herein, it having been agreed that all rights under the previous agreements between the other parties would absolutely vest in the Promoter herein.

I. In view of the rights under the previous agreements vesting in the Promoter, herein, the Owner Nos. 1 to 29 and the Confirming Party have amicably and in order to give effect to the present Development Agreement, revoked the erstwhile Development Power of attorney dated 04.03.2016, by a Revocation of Power of Attorney dated 28.05.2024 which is registered in the Office of the Additional Registrar of Assurance – IV, Kolkata, West Bengal in Book No. IV, Volume No. 1904-2024 at Pages 4364 to 4395 Being No. 190400200 for the year 2024.

SCHEDULE 'B'
(DESCRIPTION OF THE SAID UNIT)
PART - I
(SAID APARTMENT)
(THE PROJECT IS UNDER CONSTRUCTION)

All That the Apartment No. ___ on the ___ floor in Tower No. **1/2** being constructed on the Land as a part of the Project, having a Carpet area of ___ sq.ft. more or less, with the respective areas of the Balcony/Verandah, being ___ sq.ft. more or less.

PART - II
(SAID STORE ROOM)
(THE PROJECT IS UNDER CONSTRUCTION)

NIL

All That the **Store** being Carpet area of ___ sq.ft. more or less on the ___ floor in Tower No.1/2 of the said Project.

PART - III
(SAID CAR PARKING SPACE)
(THE PROJECT IS UNDER CONSTRUCTION)

NIL

All That the **1/2 (one/two)** number(s) of private medium sized car(s) [1st Floor (covered)/Basement (covered)/Ground (covered)/mechanical parking space(s) at the said Project on the Said Land, as identified and designated by the Promoter for the parking of private medium sized car(s) owned by the Allottee(s) within such space.

PART – IV
(SPECIFICATIONS)

| Living / Dining / Lobby / Passage | |
|--|---|
| Floor | Vitrified Tiles |
| Walls & Ceiling | POP |
| Bedrooms | |
| Floor | Vitrified Tiles in Bedrooms |
| Walls | POP |
| Kitchen | |
| Walls | Rectified Joint Free tiles up to 2'- 0" on counter walls and wash areas, Balance POP |
| Floor | Tiles |
| Counter | Granite Counter |
| Fitting / Fixtures | Stainless Steel Sink with reputed make fittings |
| Bathrooms | |
| Walls & Floor | Walls – Joint Free Rectified tiles, Floor - Anti Skid Ceramic tiles |
| Sanitary Ware / CP Fittings | Reputed sanitary ware and fittings |
| Doors & Windows | |
| Entrance Doors | Flush Doors |
| Internal Doors | Flush Doors |
| Windows | French Casement Aluminium Windows |
| Electrical | |
| Modular switches with copper wiring | |
| Power Backup | For common areas |
| Apartment type | Power Backup at extra cost |
| Lobby | |
| Entrance Lobby | Exquisitely designed at ground floor |
| Lift | Lift of reputed make |
| CCTV, Intercom Facility | |

SCHEDULE "C"
[PAYMENT PLAN]

| Particulars | Amount |
|--|--|
| Application Money | Rs.5,00,000/- |
| Before execution of the Agreement for Sale | 10% of Said Unit Price less Application Money (Booking Amount) plus 50% of Legal Charges |
| Within 15 days of Agreement for Sale | 10% of Said Unit Price |
| On Completion of Piling of the respective Tower | 10% of Said Unit Price |
| On casting of Plinth Level of the respective Tower | 10% of Said Unit Price |
| On Casting of 4 th Floor of the respective Tower | 8% of Said Unit Price |
| On Casting of 9 th Floor of the respective Tower | 8% of Said Unit Price |
| On Casting of 14 th Floor of the respective Tower | 8% of Said Unit Price |
| On Casting of 18 th Floor of the respective Tower | 8% of Said Unit Price |
| On Casting of 22 nd Floor of the respective Tower | 8% of Said Unit Price |
| On Casting of Ultimate Roof | 8% of Said Unit Price |
| On commencement of installation of Lift Unit in the respective Tower | 7% of Said Unit Price plus 100% of Extras and Deposits and 50% of Legal Charges |
| On Offer of Possession | 5% of Said Unit Price |

*** Applicable Goods and Service Tax will be payable as demanded by the Promoter as per aforesaid Payment Plan.**

SCHEDULE "D"
(COMMON AREAS, FACILITIES AND AMENITIES)

- (a) Fire Refuge Platform
- (b) Overhead Water Tank
- (c) Mumty Room
- (d) Lift Well & Staircase
- (e) Common Corridor at Every Floor
- (f) Entrance Lobby
- (g) Underground Water Reservoir for Fire
- (h) Underground Water Tank
- (i) Pump Room
- (j) Area for Amenities
- (k) Concealed Electrical Wiring and Fittings and Fixtures for Lighting the Staircases, Lobby and Landings and Operating the Lifts and Separate Electric Meter/s and Meter Room in the Ground Floor of the new Building/Tower
- (l) Stand-by Diesel Generator
- (m) Water Pump and Pump Rooms
- (n) Internal Driveways of the Project
- (o) Banquet Hall
- (p) Gymnasium
- (q) Swimming Pool
- (r) Water Treatment Plant
- (s) Landscape Gardens
- (t) Kids Play Area
- (u) Passenger Elevators
- (v) Separate Service Elevator
- (w) 24X7 Security with Security Desk
- (x) CCTV Surveillance
- (y) Intelligent Fire Prevention and Fighting System

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by **KYAL DEVELOPERS PRIVATE LIMITED**
the said **VENDORS** in the presence of:-

1.
122/1R, Satyendranath Majumdar
Sarani, Kolkata 700026

2.
122/1R, Satyendranath Majumdar
Sarani, Kolkata 700026

Director/Authorized Signatory
AS CONSTITUTED ATTORNEY OF EVERSHP REALTY PRIVATE LIMITED, GREENHIGH NIRMAN PRIVATE LIMITED, SOMANSH RESIDENCY PRIVATE LIMITED, VISUALIZATION PROJECTS PRIVATE LIMITED, NUTRIWAY COMPLEX PRIVATE LIMITED, SAPNANKUR COMPLEX PRIVATE LIMITED, SIDDHIBHUMI REALCON PRIVATE LIMITED, SISHIRKANYA BUILDCON PRIVATE LIMITED, SOPHISTICATED RESIDENCY PRIVATE LIMITED, SWARNABARSA REALCON PRIVATE LIMITED, HAPPYLIFE ENCLAVE PRIVATE LIMITED, AUROSHAKTI INFRACON PRIVATE LIMITED, NABHYA DEVELOPERS PRIVATE LIMITED, NAYAJIWAN DEVELOPERS PRIVATE LIMITED, NISTHA REALCON PRIVATE LIMITED, SAPNANKUR INFRACON PRIVATE LIMITED, SIDDHIBHUMI DEVELOPERS PRIVATE LIMITED, SONARTARI INFRASTRUCTURE PRIVATE LIMITED, SUBHLIFE TOWNSHIP PRIVATE LIMITED, SWARNABARSA PROJECTS PRIVATE LIMITED, GREENARENA RESIDENCY PRIVATE LIMITED, AHIBARAM DEVELOPERS PRIVATE LIMITED, GOLDENYATRA COMPLEX PRIVATE LIMITED, MOONTREE REALCON PRIVATE LIMITED, ARROWSPACE REALCON PRIVATE LIMITED, NISHOK PROJECTS PRIVATE LIMITED, SWAPNABHUMI NIRMAN PRIVATE LIMITED, BONUS TRADELINK PRIVATE LIMITED, MUSLIMA KHATUN AND MD. SAHABUDDIN MOLLA

KYAL DEVELOPERS PRIVATE LIMITED

2.

SIGNED, SEALED AND DELIVERED by
the said **PROMOTER** in the presence of:-

1.

2.

Director/Authorized Signatory
AS CONSTITUTED ATTORNEY OF
SHREE RSH PROJECTS PRIVATE LIMITED

KYAL DEVELOPERS PRIVATE LIMITED

Director/Authorized Signatory

SIGNED SEALED AND DELIVERED by
the said **ALLOTTEE(S)/PURCHASER(S)**
in the presence of:-

1.

2.

(_____)

(_____)

(_____)

Drafted by,

(Alamgir Reza, Advocate)
Enrollment No.WB/1366/03
Alipore Judges Court, Kolkata 700027

RECEIPT AND MEMO OF CONSIDERATION

RECEIVED of and from the within-named Allottee(s) the within-mentioned sum of **Rs.** _____ /- (**Rupees** _____) only being the Booking amount for sale of the Said Unit as described in the **Schedule "B"** written herein above, by way of various cheques/RTGS/NEFT of different dates.

KYAL DEVELOPERS PRIVATE LIMITED

Director/Authorized Signatory

Signature of the Promoter

WITNESSES:

1.

2.

DATED THIS DAY OF , 202__
#####

B E T W E E N

EVERSHIP REALTY PRIVATE LIMITED & 30 OTHERS

.... **OWNERS**

- A N D -

SHREE RSH PROJECTS PRIVATE LIMITED

.... **CONFIRMING PARTY**

- A N D -

KYAL DEVELOPERS PRIVATE LIMITED

.... **PROMOTER**

- A N D -

- (1) _____
- (2) _____
- (3) _____

.... **ALLOTTEE(S)**

AGREEMENT FOR SALE
VINAYAK AMARA _ 1/2-__

KYAL DEVELOPERS PRIVATE LIMITED

 Director / Authorised Signatory