

**AGREEMENT FOR SALE**

This Agreement for Sale (**Agreement**) executed on this (Date) day of (Month), 2024

**BY AND BETWEEN**

**(1) TAPATI SAHA, (AADHAAR NO. 3011 4849 4174) (PAN - ANSPS9752L)**, Wife of Sri Asish Kumar Saha, **(2) NANDITA PODDAR, (9778 8766 3573) (PAN - AHSP4013B)**, Wife Of Sri Dilip Kumar Poddar and both are daughters of Late Gajendra Narayan Das, by Occupation - Housewife, both residing at 27, Janak Road, P.O. - Sarat Bose Road, P.S. - Tollygunge, Kolkata - 700029, West Bengal, **(3) KAUSIK SAHA, (AADHAR NO. 7165 8247 8693) (PAN NO. -ANIPS3968A)**, Son of Sri Madhab Chandra Saha, by Occupation - Doctor, residing at AJ-319, Salt Lake City, Sector-II, P.S. - Bidhannagar East, P.O.- Sech Bhawan, Kolkata - 700091 and **(4) DEBASHISH SAHA, (AADHAR NO. 4624 0682 8519) (PAN NO. GGDPS8520J)**, Son of Sri Madhab Chandra Saha, by Occupation - Unemployed, residing at AJ-319, Salt Lake City, Sector-II, P.S. - Bidhannagar East, P.O.- Sech Bhawan, Kolkata - 700091, West Bengal, all are by Faith - Hindu, by Nationality - Indian, duly represented by their constituted attorney **M/S. RASHBEHARI CONSTRUCTION PVT. LTD., (PAN-AABCR8221L)**, A Company having its registered office at 16A, Brabourne Road, 9<sup>th</sup> Floor, Kolkata - 700 001, bearing C I N Number U45201WB1998PTC088224, a Company incorporated under the provisions of Indian Companies Act 1956, represented by its authorized representative vide Board Resolution Dated 15.02.2022 namely **SRI NAWAL SUROLIA (PAN: AXOPS8405L), (AADHAAR NO. 8612 3263 1254)**, Son of Late Radha Kishan Surolia, by faith - Hindu, by occupation - Service, Nationality-Indian, residing at Premises No. 147/C/4, Dakhindari Road, P.O. Shree Bhumi, P.S. - Lake town, Kolkata - 700048, constituted vide a registered **POWER OF ATTORNEY** dated 08.06.2022, registered in the Office of the Additional Registrar of Assurances - II, Kolkata and recorded in Book No. I, Volume No. 1902-2022, Page from 258321 to 258352 being no. 190206697 for the year 2022, in order to fully implement the intents of the Supplementary Development Agreement registered with the Office of the Additional Registrar of Assurances - II, Kolkata and recorded in Book No. I, being No. 05963 for the Year 2022, **jointly/collectively called and referred to as the OWNERS** (which term and expression shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) **of the FIRST PART.**

**AND**

**M/S. RASHBEHARI CONSTRUCTION PVT. LTD. (PAN-AABCR8221L)**, A Company having its registered office at 16A, Brabourne Road, 9<sup>th</sup> Floor, Kolkata-700 001, duly represented by one of the directors vide Board Resolution Dated 10.02.2022 namely **UTKAARSH K MODY (PAN: AJNPM7284L, AADHAAR NO. 3536 9587 6858)**, Son of Sri Pawan Kumar Mody, by faith - Hindu, by occupation - Business, Nationality-Indian, residing at Premises No. 8/A Middleton Street, 1<sup>st</sup> Floor, P.O. - Middleton Row, P.S. - Shakespeare Sarani, Kolkata - 700071, hereinafter called and referred to as the '**DEVELOPER/PROMOTER**' (which terms and expressions shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include its successors, successors-in-office, successors-in-interest, legal representatives, administrators, executors and/or assigns) of the **SECOND PART**.

**AND**

*[If the Purchaser is an Individual]*

[•], son of [•], (**PAN No: [•]**) (**AADHAAR No: [•]**), residing at [•], Post Office: [•], Police Station: [•], Pincode [•], (hereinafter referred to as the "**PURCHASER/ALLOTTEE**", which expression shall unless repugnant to the context or meaning thereof mean and include his/her/their heirs, legal representatives, executors, administrators, successors and/or permitted assigns) of the **THIRD PART**.

**[OR]**

*[If the Purchaser is a Company]*

[•] (**CIN [•]**) (**PAN [•]**); a company within the meaning of the Companies Act, 2013, having its registered office situated at [•], Post Office: [•], Police Station: [•], Pincode [•], represented by its Director/ Authorized Representative/ Authorized Signatory [• ] (**PAN [•]**) (**AADHAAR No. [•]**), son of [•], working for gain/residing at [•], Post Office: [•], Police Station: [•], Pincode [•], authorized *vide* board resolution dated [•], (hereinafter referred to as the "**PURCHASER/ALLOTTEE**", which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-interest and permitted assigns) of the **THIRD PART**.

[OR]

*[If the Purchaser is a LLP]*

[•] (LLPIN [•]) (PAN [•]); a company within the meaning of the Limited Liability Partnership Act, 2008, having its registered office situated at [•], Post Office: [•], Police Station: [•], Pincode [•], represented by its Designated Partner [•] (PAN [•]) (AADHAAR No. [•]), son of [•], residing at [•], Post Office: [•], Police Station: [•], Pincode [•], authorized *vide* board resolution dated [•], (hereinafter referred to as the “PURCHASER/ALLOTTEE”, which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-interest and permitted assigns) of the **THIRD PART**.

[OR]

*[If the Purchaser is a Partnership]*

[•] (PAN: [•]), a partnership firm established under the Indian Partnership Act, 1932 and having its office at [•] Post Office: [•], Police Station [•], Pincode [•], represented by its authorized partner [•] (PAN: [•]), (AADHAAR No: [•]), son of [•] and residing at [•] Post Office: [•], Police Station [•], Pincode [•], (hereinafter referred to as the “PURCHASER/ALLOTTEE”, which expression shall unless repugnant to the context or meaning thereof mean and include the partners of the firm for the time being and/or those who may be taken in and/or admitted as partner and/or partners and their respective heirs, legal representatives, executors, administrators, successors and assigns) of the **THIRD PART**.

[OR]

*[If the Purchaser is a Trust/Society]*

[•] (PAN: [•]), a trust/society established under the Indian Trusts Act, 1882/Societies Registration Act, 1860 and having its office at [•] Post Office: [•], Police Station [•], Pincode [•] and represented by its [•][•] (PAN: [•]), (AADHAAR No: [•]), son of [•] and residing at [•] Post Office: [•], Police Station [•], Pincode [•], (hereinafter referred to as the “PURCHASER/ALLOTEE”, which expression shall unless repugnant to the context or meaning thereof mean and include all the trustees of the trust for the time being/all the members of the governing body of the society for the time being and their successors-in-office and permitted assigns) of the **THIRD PART**.

[OR]

*[If the Purchaser is an HUF]*

[•] ([PAN: [•]), (AADHAAR No: [•]), son of [•], residing at [•] Post Office: [•], Police Station [•], Pincode [•] for self and as the *Karta* of the Hindu Joint *Mitakshara* Family known as [•] HUF (PAN: [•]), having its place of business/residence at residing at [•] Post Office: [•], Police Station [•], Pincode [•] (hereinafter referred to as the **Allottee(s)** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, legal representatives, executors, administrators and permitted assigns) of the **THIRD PART**.

Owners, Promoter and the Allottee shall hereinafter collectively be referred to as the “**PARTIES**” and individually as a “**PARTY**”. Words defined in the Agreement shall have the meaning ascribed therein.

**WHEREAS:**

- A. The Owners are the joint, absolute and lawful owners of and entitled to the ALL THAT right, title, interest in the Property more fully described in **Part - I of Schedule A** hereto which was acquired by the Promoter from time to time (hereinafter referred to as “the said **Land/Project Land**”).
- B. The entitlement of the Promoter in the **said Land** is more particularly detailed in **Part - II of Schedule A** hereunder.
- C. The Project Land is earmarked for the purpose of multistoried commercial building (B+G+V Storied) comprising several offices, shops, godowns common areas and other facilities (hereinafter referred to as “the **Building**”) (the Project

Land with the building to be constructed thereon is hereinafter referred to as "the Project"). The Project shall be known as 'GAYATRI UJALLA'.

- D. The Promoter is fully competent to enter into this Agreement.
- E. The Promoter vide letter dated \_\_\_\_\_ has submitted for the commencement of the Project. The Promoter has obtained the sanctioned plan for the Project as per plans sanctioned by the Kolkata Municipal Corporation vide plan No. 2023050027 dated 08/12/2023 (hereinafter referred to as "PLAN" which expression shall include all sanctions, vertical/horizontal extensions, modifications, integrations, revalidations and revisions made thereto).
- F. The Promoter has obtained the sanctioned Plan(s) for the Project from the Kolkata Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to the Plan(s) except in compliance with Section 14 of the Act and other laws as applicable and/or as provided herein.
- G. The Project has been registered under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at Kolkata on \_\_\_\_\_ under registration no. \_\_\_\_\_.
- H. The Allottee had applied to the Promoter for allotment of an Office/Shop/ Godown in the Project vide Application ("Application", morefully detailed in **Part - V of Schedule B**) on the terms and conditions recorded therein, in pursuance whereof, by and under a provisional allotment letter ("Allotment Letter", morefully detailed in **Part - VI of Schedule B**), the Promoter has provisionally allotted in favour of the Allottee rights in respect of All That the Office/Shop/ Godown described in **Part - I of Schedule B** hereunder written ("Said Office/Shop/Godown") together with such number(s) of car parking space(s), if any, to be earmarked, identified and designated by the Promoter at the Building and/or the Said Project, which do not form a part of the Common Areas, as stated in **Part - II of Schedule B** hereunder written ("**Car Parking Space**") for the parking of private medium sized/standard car(s) owned by the Allottee within such space(s), as permissible under the applicable law together with the irrevocable right to use the Common Areas, parts, portions, installations and facilities of the Project in common with the remaining allottees of the Project (hereinafter collectively referred to as the "**Common Areas**", and more particularly described in **Part I of Schedule - D** hereto and any other areas as defined under clause (n) of Section 2 of the Act. The Said Office/Shop/ Godown together with the permission to park private medium sized car(s) owned by the Allottee within the space comprising the Car Parking Space if any, hereinafter collectively shall be referred to as the "**Said Office/Shop/ Godown And Properties Appurtenant Thereto**").

- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- J. The Allottee has independently examined and verified or caused to be examined and verified and is fully aware of and thoroughly satisfied about the following read with **Schedule A Part III**:
- i. the right, title and interest of the Owner and the Promoter over/in respect of the said Land and to develop and deal with the Project intended to be constructed/developed on the Said Land
  - ii. The title of the said Project Land and the devolution/ documents relating thereto;
  - iii. The rights of the Allottee in respect of the said Premises and the Said Office/Shop/Godown And Properties Appurtenant Thereto;
  - iv. The Plans and the necessary approvals and permissions;
  - v. The Carpet Area, Built-up Area and Super Built-up Area of the Said Office/Shop/ Godown and Properties Appurtenant Thereto.
- K. The Allottee undertakes and covenants not to raise henceforth any objection or make any requisition regarding the above and also waives the right, if any, to do so. Notwithstanding anything to the contrary contained elsewhere, it is expressly acknowledged and agreed by the Allottee that prior to entering into this Agreement and prior to making any payment, the Allottee has read and understood the terms, conditions, covenants, stipulations and restrictions contained herein which shall be binding on him.
- L. The parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the Project.
- M. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- N. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to grant its right title and interest in the said Office/Shop/Godown And Properties Appurtenant Thereto and the Allottee hereby agrees to take acquire the Said Office/Shop/Godown And Properties Appurtenant Thereto as specified in paragraph H of the recitals.

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

**1. TERMS:**

1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee, and the Allottee hereby agrees to purchase the rights to the Said Office/Shop/Godown And Properties Appurtenant Thereto, as specified in **Recital H** hereinabove.

1.2. The total price (excluding Goods & Service Tax) for the Said Office/Shop/Godown And Properties Appurtenant based on the carpet area of the said Office/Shop/Godown is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only. In addition thereto the Allottee has agreed to pay the Extra Charges and Deposits and the Taxes all hereinafter collectively referred to as "**Total Price**". The break-up and description of the Total Price is as follows:

Sl. No.	Floor No. _____	Rate of Office/Shop/Godown per square feet (to be derived from amounts as per carpet area).
	Office/Shop/Godown No. _____ Type Standard Floor Ground	Rs. _____/-
	Parking -__ (_____)	Rs. _____
a)	Office/Shop/Godown Price (in rupees) without Taxes	Rs. _____/-
	a1) Taxes (The Goods and Service Tax and any other applicable tax on the Unit Price shall be payable by the Allottee as per prevalent rates)	As per prescribed rates, currently being 5% amounting to Rs. _____
b)	Extra Charges (in rupees) without Taxes	



b1)	<p>Transformer Charges &amp; Electricity Charges- This amount is payable for the said Office/Shop/Godown as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Developer in making arrangement with CESC or any other Authority for providing and installing transformer at the said Project.</p> <p>Provided the Allottee shall pay the Deposit to CESC directly on account of Individual Meter.</p>	On Actuals
b2)	Legal and Documentation Charges	Rs. _____/-
b3)	Association Formation Charges	Rs. _____/-
b4)	<p>Diesel Generator Power Backup- This amount is payable for the installation of Diesel Generator ("DG") for power backup to run the basic facilities in the Project.</p> <p>The maximum load that will be provided for ___ Office/Shop/Godown - ___ KW / ___ Office/Shop/Godown - ___ KW,</p>	Rs. _____/-
b5)	Air Conditioning Installation Charges	Rs. _____/-
B6)	Taxes (The Goods and Service Tax and any other applicable tax on the Unit Price shall be payable by the Allottee as per prevalent rates)	As per prescribed rates, currently being ___% amounting to Rs. _____
c)	Deposits	
	c1) Towards provisional Maintenance Corpus/Sinking Fund. This amount is payable as funds for future repairs replacement, improvements and developments in the said Project. This amount shall be and/or may be adjusted	Rs. _____/-

	against any arrears in maintenance charges and/or applicable taxes as the Promoter or the Association deem fit and proper.	
	c2) Advance Maintenance Charges	Rs. _____/-
	c3) Deposits on account of municipal rates and taxes in respect of the said Unit/Flat	Rs. _____/-
d)	Office/Shop/Godown Price as mentioned in Sl. No. a, Extra Charges as mentioned in Sl. No. b and its sub clauses except b6 and Deposits as mentioned in Sl. No. c and its sub clauses	Rs. _____/-
e)	Total Price as per <b>Clause (d)</b> (including Taxes).	Rs. _____/-

*Explanation:*

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Said Office/Shop/Godown And Properties Appurtenant Thereto;
- (ii) The 'Taxes' component of the Total Price includes taxes payable by the Allottee (comprising of both tax paid as well as payable by the Promoter by way of Value Added Tax, Service Tax, CGST, SGST, Cess or any other similar tax which may be levied in connection with the construction of the Project by the Promoter) up to the date of handing over of possession of the Office/Shop/Godown to the Allottee or the date of execution of the Sale Deed in favour of the Allottee.

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

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 15 (fifteen) days from the date of demand by the Promoter within the time and in the manner

specified in Schedule-C. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

- (iv) The Total Price in respect of the Said Office/Shop/Godown And Properties Appurtenant Thereto includes recovery of consideration of Car Parking Space and pro rata share in the Common Areas.

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

1.4. The Allottee shall make the payment of the Total Price as per the payment plan set out in **Schedule 'C'** (herein after referred to as "**Payment Plan**").

1.5. The Promoter may allow, at its sole discretion, grant rebate for early payments of installments payable by the Allottee by discounting such early payments at mutually agreed terms for the period by which the respective installment may be preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.6. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications (specifications mentioned in Part IV of Schedule B) and the nature of fixtures, fittings and amenities described therein in respect of the Said Office/Shop/Godown And Properties Appurtenant Thereto or the Project, as the case may be, without the previous written consent of the Allottee.

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act it being expressly agreed and understood that the Promoter shall be entitled to carry out any additions and/or alterations in the Plans so long the same does not affect the said Office/Shop/Godown intended

to be transferred in favour of the Allottee and the Allottee hereby consents to the same and waives the requirement of any further consent.

1.7. The Promoter shall confirm the final carpet area and the built up area that have been allotted to the Allottee after the construction of the Building is complete and the Partial or Full Completion/Occupancy Certificate is granted by the Competent Authority by furnishing details of the changes, if any, in the Carpet Area and the built-up 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 then the Promoter shall refund the excess money paid by Allottee within forty-five days with interest at the rate specified in Rule 17 of the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the Carpet Area, the Promoter shall demand the same from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule 'C'**. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.

1.8. Subject to Clause 9.3 and subject to their being no delay or default in payments and compliances by the Allottee hereunder, the Promoter agrees and acknowledges, the Allottee shall have the right to the Said Office/Shop/Godown And Properties Appurtenant Thereto as mentioned below:

- (i) The Allottee shall have exclusive allotment of the said Office/Shop/Godown.
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas as members of the Association. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with Promoter, Owners, other co-owners, occupants, maintenance staff etc. without causing any inconvenience and hindrance to them and as per rules made in this respect including the House Rules. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall convey undivided proportionate title in the Common Areas to the association of allottees; and
- (iii) That the computation of the price in respect of the Said Office/Shop And Properties Appurtenant Thereto includes recovery of price of the appertaining Land, construction of not only the said Office/Shop/Godown And Properties Appurtenant Thereto but also proportionately the Common Areas, internal development charges as

per agreed specifications, external development charges as per agreed specification, taxes, cost of providing up to the Office/Shop/Godown the electrical connectivity, fire detection and firefighting equipment in the Common Areas (if applicable).

- 1.9. It is made clear by the Promoter and the Allottee agrees that the Said Office/Shop/Godown shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent self-contained Project covering the 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. It is clarified that Common Areas shall be available only for use and enjoyment of all the present and future Allottees of the Project.
- 1.10. The Promoter agree(s) to pay all outgoings before transferring the physical possession of the Said Office/Shop/Godown And Properties Appurtenant Thereto to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including proportionate land cost, municipal or other local taxes, charges for water or electricity, Maintenance Charges, repayment of mortgage loan taken by the Promoter and interest on such mortgages or other encumbrances on the Said Office/Shop And Properties Appurtenant Thereto and such other proportionate 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 or any liability, mortgage loan and interest thereon before transferring the physical possession of the Said Office/Shop/Godown And Properties Appurtenant Thereto to the Allottee, then the Promoter agrees to be liable, even after the transfer of physical possession of the Said Office/Shop/Godown And Properties Appurtenant Thereto, 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 therefore by such authority or person.
- 1.11. The Allottee has paid a total sum of Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ only) as Booking Amount being part payment towards the Total Price of the said Office/Shop/Godown And Properties Appurtenant Thereto at the time of application and/or thereafter, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price for the Said Office/Shop/Godown And Properties Appurtenant Thereto, as prescribed in the Payment Plan mentioned in

**Schedule 'C'** whether demanded by the Promoter or not, within the time and in the manner specified therein;

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

**2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones subject to Force Majeure and reasons beyond control, the Allottee shall make all payments, whether demanded by the Promoter or not, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheques/demand drafts/banker's cheques payable at Kolkata or through RTGS/online payment (as applicable) in favour of the Promoter.

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

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

3.2. The Promoter accept no responsibility in regard to matters specified in Clause 3.1 above. Under no circumstances shall the Promoter be liable or responsible for any delay, default, non-compliance or violation by the Allottee. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment remittances on behalf of any Allottee and such third party shall not have any

right in the application/allotment of the Said Office/Shop/Godown And Properties Appurtenant Thereto applied for herein in any way and the Promoter shall issue the payment receipts in favour of the Allottee only.

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

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

**5. TIME IS ESSENCE:**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall take steps to abide by the time schedule for completing the Project and handing over the said Office/Shop/Godown to the Allottee and the Common Areas to the Association after receiving the Completion/Occupancy Certificate subject to reasons beyond control and Force Majeure. Similarly, the Allottee shall make timely payments of the instalments and other dues payable by him and comply with the other obligations under this 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 OFFICE/SHOP/GODOWN AND PROPERTIES APPURTENANT THERETO:**

The Allottee has seen the specifications of the Office/Shop/Godown and accepted the payment plan, floor plans, layout plans annexed herewith which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said lay-out plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the Competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Competent Authority and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under this Agreement and the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

**7. POSSESSION OF THE SAID OFFICE/SHOP/GODOWN AND PROPERTIES APPURTENANT THERETO :**

7.1. Schedule for possession of the Said Office/Shop/Godown And Properties Appurtenant Thereto: The Promoter agrees and understands that timely

delivery of the possession of the Said Office/Shop/Godown And Properties Appurtenant Thereto to the Allottee along with ready and complete the Common Areas of the Project is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Said Office/Shop/Godown And Properties Appurtenant Thereto on \_\_\_\_\_, unless there is a delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the 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 agrees that the Promoter shall be entitled to extension of time for the delivery of possession of the Said Office/Shop/Godown And Properties Appurtenant Thereto. Provided, that such Force Majeure conditions are not of a nature which makes it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from allotment within 45 (forty-five) days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/she/it/they shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2.Procedure for taking possession:** The Promoter upon obtaining the Completion Certificate by the competent authority (“**Outgoings Payment Commencement Date**”) shall offer in writing the possession of the Said Office/Shop/Godown And Properties Appurtenant Thereto (provided the Allottee is not in breach of any term or condition mentioned herein) to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Office/Shop/Godown to the Allottee (**Possession Notice**). The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agrees(s) to pay the maintenance charges as determined by the Promoter/ Association of allottees, as the case may be. The Promoter, on its behalf shall offer possession to the Allottee in writing within \_\_\_\_\_ days of receiving the completion certificate of the Project/Building containing the Unit.

**7.3. Failure of Allottee to take possession of the Said Office/Shop/Godown And Properties Appurtenant Thereto:** Upon receiving a written intimation from



the Promoter as per clause 7.2, the Allottee shall take possession of the 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 Unit to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

**7.4. Possession by Allottee-** After obtaining the partial/full Completion/Occupancy Certificate and handing over physical possession of the Offices, Shops and Godowns to all the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the Association as per the local laws.

**7.5.Cancellation by Allottee-** The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

**7.6.Compensation:** The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the said Land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section 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 Office/Shop/Godown And Properties Appurtenant Thereto

- (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or
- (ii) due to discontinuance of his business as a Developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Said Office/Shop/Godown And Properties Appurtenant Thereto, with interest at the rate specified in the Rules including compensation in the manner as provided under the Act within 45 (forty-five) days of it becoming due.

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Said Office/Shop/Godown And Properties Appurtenant Thereto.

#### **8. REPRESENTATIONS AND WARRANTIES OF THE OWNER & PROMOTER:**

The Owner and Promoter hereby respectively represent and warrant to the Allottee as follows

- (i) The Owner and Promoter have absolute, clear and 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 of 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 or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Said Office/Shop/Godown And Properties Appurtenant Thereto;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, the said Land and the Said Office/Shop /Godown And Properties Appurtenant Thereto 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 and the Said Office/Shop/Godown And Properties Appurtenant Thereto and the Common Areas, if any;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee agreed to be created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said Land including the Project and the Said Office/Shop/Godown And Properties Appurtenant

There to which will, in any manner, affect the rights of Allottee under this Agreement.

- (viii) The Promoter confirms that the Owner and Promoter are not restricted in any manner whatsoever from sale of rights of the Said Office/Shop/Godown And Properties Appurtenant Thereto to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Sale Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Said Office/Shop/Godown And Properties Appurtenant Thereto to the Allottee and the Common Areas, Amenities and Facilities of the Project to the Association of Allottees;
- (x) The said Land is not the subject of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Land.
- (xi) The Promoter has duly paid and shall continue to pay and discharge all Government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings whatsoever payable with respect to the Project to the competent authorities till the issuance of the Completion Certificate.
- (xii) 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 Promoter in respect of the said Land and/or the Project.
- (xiii) That the said Land is not a Wakf Property.

## **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 move in handover possession of the Said Office/Shop/Godown And Properties Appurtenant to the Allottee 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 move in handover possession' shall mean that the Said Office/Shop/Godown And Properties Appurtenant shall be in a

habitable condition which is complete in all respects And Completion Certificate issued in this respect shall be conclusive proof of the same is ready with the provisions as described in paragraph (xii) of the recitals above and for which the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called has been issued by the competent authority as per the Act for the Project;

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

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

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones development of the Said Office/Shop/Godown And Properties Appurtenant as agreed and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee 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 under any head whatsoever towards the Total Price of the Said Office/Shop/Godown And Properties Appurtenant along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice. It is clarified that all amounts collected as GST deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST. Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Said Office/Shop/Godown And Properties Appurtenant which shall be paid by the Promoter to the Allottee within 45 (forty-five days) of it becoming due.

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

- (i) In case the Allottee fails to make payments of the demands made by the Promoter as per the Payment Plan under Schedule C hereto and/or timely payment of the Additional Liabilities and Deposits under clause 1.2 hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest

to the Promoter on the unpaid amount at the rate specified in Rule 17 of the Rules for the period of delay;

- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment/Agreement of the said Office/Shop/Godown and rights appurtenant in favour of the Allottee and refund the money paid to the Promoter by the Allottee towards the Total Price by deducting the Booking Amount and the interest liabilities and this Agreement shall thereupon stand terminated.

**10. DEED OF CONVEYANCE OF THE SAID OFFICE/SHOP/GODOWN AND PROPERTIES APPURTENANT:**

The Promoter, on receipt of Total Price of the Said Office/Shop/Godown And Properties Appurtenant as mentioned in 1.2 above from the Allottee, shall execute a Deed of Conveyance and transfer or convey to the Allottee the title to the Said Office/Shop/Godown And Properties Appurtenant together with proportionate indivisible share in the Common Areas of the Project within 3 months from the date of issuance of Occupancy Certificate or Completion Certificate. However, in case the Allottee fails to deposit the stamp duty and registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the Deed of Conveyance in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

**11. MAINTAINANCE OF THE SAID OFFICE/SHOP/GODOWN AND PROPERTIES APPURTENANT/PROJECT**

The Promoter shall be responsible to provide and maintain essential services in the Project till the offer to the Association to take over the maintenance of the Project upon the issuance of the Completion/Occupancy Certificate of the Project. The cost of such maintenance has not been included in the Total Price of the said Office/Shop/Godown and the same shall be paid by the Allottee as agreed with the Promoter upon demand.

**12. DEFECT LIABILITY:**

It is agreed that in case any structural defect in construction which is certified by a licensed Architect and/or engineer (excluding any purchased materials and/or items) is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of issue of the Partial or Full Completion/Occupancy Certificate, the Promoter shall take steps to rectify such defects without further charge, within 30 (thirty) days or such further time as may be necessary as per the Architect/Structural Engineer, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Allottee has agreed to purchase the Said Office/Shop/Godown and Rights Appurtenant on the specific understanding that his right to the use of the Common Areas shall be subject to timely payment of total Maintenance Charges, as determined and thereafter billed by the Maintenance Agency or the Association of Allottees or the maintenance agency appointed by it and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the Maintenance Agency or the Association of Allottees from time to time.

**14. RIGHT TO ENTER THE SAID OFFICE/SHOP/GODOWN FOR REPAIRS :**

The Promoter/Maintenance Agency/ Association shall have rights of unrestricted access to all Common Areas, garages/closed parking's and parking spaces as also the garages/covered parking and Car Parking spaces for providing necessary maintenance and repair services and the Allottee agrees to permit the Association and/or Maintenance Agency to enter into the said Office/Shop/Godown or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to cause necessary repairs and maintenance and set right any defect.

**15. USAGE :**

Use of the Common Areas: The Common Areas as located within the Project, shall be ear-marked for purposes such as facilities and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, fire-fighting pumps and equipments, etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, and the

same shall be reserved for use by the Association formed for rendering maintenance services.

**16. GENERAL COMPLIANCE WITH RESPECT TO THE SAID OFFICE/SHOP/GODOWN:**

- 16.1. Subject to Clause 12 above, the Allottee shall after taking possession, be solely responsible to maintain the said Office/Shop/Godown at his/her/it/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the said Office/Shop/Godown or the Common Areas which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Office/Shop/Godown and shall keep the said Office/ Shop/Godown, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 16.2. The Allottee further undertakes, assures and guarantees that he/she/it/they would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, Building therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the said Office/Shop/Godown or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the said Office/Shop/Godown.
- 16.3. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association and/or Maintenance Agency. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 16.4. In addition to the aforesaid, the Allottee hereby agrees to observe and perform the stipulations, regulations and covenants (collectively Covenants), described in Schedule F below.

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

The Allottee is entering into this Agreement for allotment of the said Office/Shop /Godown and Rights Appurtenant thereto with full knowledge of all laws, rules and regulations, notifications, etc. applicable to the Project. The Allottee hereby undertakes that he shall comply with and carry out from time to time after he has taken over possession of the said Office/Shop/Godown, all the requirements,

requisitions, demands and repairs which are required by any competent authority at his own costs.

**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 this Agreement including the clauses herein.

**19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE AFFECTING THE FINAL RIGHT OF THE ALLOTTEE:**

The Promoter shall be entitled to mortgage the land for the purpose of implementation of the Project and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take the said Office/Shop/Godown. However, the Allottee hereby irrevocably consents that the Promoter shall be entitled to take loans and/or financial assistance for the purpose of implementation and execution of the Project upon mortgaging the land. For obtaining such loans and/or financial assistance from Banks/Financial Institutions/Housing Finance Companies or corporate bodies, the Promoter shall be entitled to create charge and/or mortgage in respect of the Premises in favour of the Banks/Financial Institutions/Housing Finance Companies or corporate bodies granting such loans. However, on or before the execution of the Deed of Conveyance in respect of the said Office/Shop/Godown and Right Appurtenant, a release/no objection/ clearance shall be obtained by the Promoter. Similarly, the Allottee shall be entitled to take housing loans for the purpose of acquiring the said Office/Shop/Godown in the Project by way of mortgage from banks, institutions and entities granting such loans provided that such loans are in accordance with and subject to this Agreement.

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

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the law as applicable in the State of West Bengal.

**21. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same



before the concerned registration authority as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or to pay the applicable stamp duty and registration fees and to appear before the concerned registration authority for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, shall be treated as cancellation of this Agreement by the Allottee without any default of the Promoter and in such case the provision of Clause 7.5 regarding termination, forfeiture and refund shall be applicable. It is made clear that the Allottee shall not be entitled to any interest or compensation whatsoever.

**22. ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all previous assurances, representations, brochures, advertisements including through digital/electronic media, correspondence, negotiations, understandings, any other agreements, allotment letter, correspondences, arrangements, whether written or oral, if any, between the Parties save and except the General Terms and Conditions in regard to the said Office/Shop/Godown and Rights Appurtenant thereto.

**23. RIGHT TO AMEND:**

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Office/Shop/Godown and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the said Office/Shop/Godown, in case of a transfer that is validly made with the prior written consent of the Promoter, as the said obligations go along with the said Office/Shop for all intents and purposes.

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

25.1. The Promoter may, at its sole option and discretion, without prejudice to their rights as set out in this Agreement, waive the breach by the Allottee in not making timely 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 that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

**26. SEVERABILITY:**

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

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

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

**28. FURTHER ASSURANCES:**

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

**29. PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by or on behalf of the Promoter through their respective authorized signatory/constituted attorney at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee in Kolkata after the Agreement is duly executed by the Allottee. After execution this Agreement shall be registered at the office of the Registrar, District Sub-Registrar, Additional District Sub-Registrar and/or any other authority having jurisdiction to register this Agreement. Hence this Agreement shall be deemed to have been executed at Kolkata within the jurisdiction of the Hon'ble High Court at Calcutta.

**30. NOTICES:**

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

Allottee:

1] Name of the Allottee,

1] [Allottee Address]

Promoter:

**M/S. RASHBEHARI CONSTRUCTION PVT. LTD.**

16A, Brabourne Road,

9<sup>th</sup> Floor, Kolkata-700 001

It shall be duty of the Allottee 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 the Allottee, as the case may be.

**31. JOINT ALLOTTEE:**

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

**32. GOVERNING LAW:**

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

**33. DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled amicably by mutual discussion, failing which the same shall be referred to Arbitration under the Arbitration and Conciliation Act, 1996. The Arbitral Tribunal shall consist of a sole Arbitrator to be appointed in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be held at Kolkata in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The parties have agreed that the sole Arbitrator shall not be bound to

follow the rules of evidence and shall have summary powers and may make interim orders and Awards, whether interim or final. The Award/Awards made by the Arbitrator shall be final and the parties agree to be bound by the same.

#### 34. ADDITIONAL TERMS:

*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.*

#### 35.1. 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.

**“Application Money”** shall mean Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

**“Booking Amount”** shall mean 10% (ten percent) of the Total Price, which includes the Application Money.

**“Building(s)”** shall mean the new building(s) consisting of various self-contained Office(s)/Shop(s)/ Godown (s) and constructed spaces, proposed to be constructed at the said Land.

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

- a) all the costs, charges, expenses, fees etc. to be incurred for and/or on behalf of the Allottees for rendition of the Common Areas; 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 Building including and 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 Areas, including lifts, pumps, generator, water treatment plant, Fire fighting equipment, CCTV, EPABX etc., and other common installations including their license fees, taxes and other levies (if any).
- e) such other charges, expenses etc. as determined by the Promoter from time to time; and each of the aforesaid together with the applicable Taxes thereon.

**“Common Purposes”** shall include:

- a) the maintenance, management, upkeep, administration, protection etc. of the said Land, the Building, and the Common Areas 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 said Land and the Project, for the use and enjoyment of the Common Areas;
- c) Insurance of the Project.
- d) the collection and disbursement of the Common Expenses;
- e) all other common purposes and/or other matters, issues etc. in which the Allottees 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 Allottees have in common relating to the said 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 municipal 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.

**“Chargeable Area”** shall mean the built-up area forming part of the Office/Shop/ Godown and such proportionate share in the common parts

and portions as may be determined by the Architect for the time being in respect of the said Project and any certificate given by him shall be final, conclusive and binding

**35.2 Additional terms and covenants regarding Mode of Payment:**

- i. An intimation forwarded by the Promoter to the Allottee 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 address, email address or phone of the Allottee shall be sufficient intimation for the purpose of this clause by the Promoter upon the Allottee, and non-receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts.
- ii. All payments shall be made by the Allottee against proper receipts by the Promoter and the Allottee shall not be entitled to claim or to set up any other evidence regarding the payment.
- iii. The Tax Deductible at Source ("TDS") under section 194 IA of the Income Tax Act, 1961 shall, if applicable, be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law. The Promoter shall not be liable in any manner whatsoever in case of default on the part of the Allottee in depositing such TDS.
- iv. In case of the Allottee committing any delay or default in any payment to be made to the Promoter hereunder, then without prejudice to the other rights and remedies of the Promoter in respect of such default hereunder or under law, the Promoter may appropriate the subsequent payments made by the Allottee on such head/s of the defaulted amount and interest applicable thereon and in such manner as the Promoter may deem fit and proper and the Allottee shall not raise any objection, dispute or claim in respect thereof.
- v. In reference to waiver as mentioned in clause 25 of this Agreement, it is stated that, such waiver, if any, shall be deemed to be a temporary waiver only and in case of the Promoter being liable to pay any interest or compensation to the Allottee for any reason whatsoever under this Agreement and/or the Act and/or Rules thereunder, then the waiver shall stand revoked and the interest amount as per the Act and/or Rules payable by the Allottee shall be adjusted against the amount, if any, payable by the Promoter. The Allottee may also, at its sole option and discretion, without prejudice to his rights as set out in this Agreement, waive any breach or delay by the Promoter including waiving the delay in completion and/or

handover of possession in terms of this Agreement and/or under the provisions of the Act and/or Rules thereunder.

### **35.3 Additional Terms And Covenants Regarding Construction**

- i.** The date stipulated in para/Clause 7.1 hereinabove are hereby and hereunder accepted and confirmed by the Allottee and the Allottee 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 para/Clause 7.1 hereinabove the Said Office/Shop/Godown And Properties Appurtenant is ready for hand over in terms of this Agreement, the Allottee undertake(s) and covenant(s) not to make or raise any objection to the consequent pre-ponement of his/her/their/its payment obligations, having clearly understood and agreed that the payment obligations of the Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan.
- ii.** The rights of the Allottee is limited to the Said Office/Shop/Godown And Properties Appurtenant and the right to use the Common Areas and the Allottee hereby accepts the same and shall not, under any circumstances, raise any claim, contrary to the above.
- iii.** In case the Allottee fails to take possession within the time provided in Clause 7.2, such Allottee shall however be liable to pay all other outgoings as mentioned in this Agreement from such date as mentioned in the Possession Notice.

### **35.4 Additional Terms And Covenants Regarding Cancellation by Allottee**

In addition to Clause 7.5 as provided herein above, it being agreed that if the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, then the Promoter herein is entitled to forfeit the booking amount paid for the allotment along with all interest liabilities of the Allottee (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 (1 year MCLR) + 2 %) ("**Cancellation Charges**") and the applicable G.S.T. payable on such CancellationCharges.

It is further clarified that all amounts collected as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.

### **35.5. Additional terms and covenants regarding Default by Allottee**

- (i) In case of Default by Allottee under the condition listed above in 9.3 (ii) the Promoter shall have an option to pay the same directly to the bank account of the Allottee provided at the time of application form and this Agreement shall thereupon stand terminated and the same shall be and deemed to be sufficient discharge of the Promoter in respect of payment of such amount.
- (ii) On transfer of the said payment, the Promoter shall be free to deal with, dispose of and/or transfer the said Office/Shop/Godown to anyone else without any reference to the Allottee whose rights and/or entitlements shall come to an end forthwith upon termination. The fees and expenses relating to this Agreement including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, brokerage, etc. shall not be refundable.
- (iii) It being further agreed and the Allottee expressly acknowledges understands and agrees that in the event of cancellation or termination of the allotment of the Said Office/Shop/Godown And Properties Appurtenant (and this Agreement) in terms of this Agreement by the Promoter or the Allottee, as the case may be, the Promoter shall be at liberty to act as the constituted attorney of the Allottee and execute, present or registration and register unilaterally a deed of cancellation, if required by the Promoter.

### **35.6 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 or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the Said Office/Shop/ Godown And Properties Appurtenant, 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 any additions, alterations and/or modifications etc. have been made in the Building, Common Areas and/or any of the Units by the Unit Allottees including the Allottee herein and/or if there is any deviation found from the sanctioned Building Plan. It is further made clear that the structural defect, if any, must be certified by a licensed Architect and/or engineer that it is a defect made at the time of construction and is not due to wear and tear and/or due to weather elements and/or natural causes /calamities and/or due to any additions, alterations and/or modifications, etc. made by any of the Unit Allottees and/or occupants of the Project.



- iii) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee, 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 or alterations;
- iv) If there are changes, modifications or alterations in doors, windows or other related items, 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 or alterations;
- v) If the Allottee after taking actual physical possession of the Said Office/Shop/Godown And Properties Appurtenant, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Office/Shop/Godown by making any changes in the Office/Shop/Godown, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;
- vi) 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 building 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.
- vii) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his / her agents in the manner in which same is required to be maintained.
- viii) 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 Office/Shop/Godown 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.
- ix) 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, 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 Office/Shop/Godown (which inspection Promoter shall be required to complete within 15 days of receipt of the notice from the Allottee), alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause 12 hereinabove and the Allottee shall not be entitled to any cost or compensation in respect thereof.

It is clarified that the Promoter shall handover the possession of the Office/Shop/Godown on completion of the Project to the Allottee by way of issuance of a letter (“**Letter of Handover**”) which shall at all times be construed as an integral part of this Agreement.

**35.7 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 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 Building and/or any part or portion thereof in favour of any bank and/or financial institution providing loan and/or financial assistance to the Promoter for the purpose of development of the Project provided that no such mortgage, security, charge or other Encumbrances shall in any manner affect the right, title and interest of the Allottee. For the avoidance of any doubt it is clarified that this Agreement by itself shall be treated as the written consent of the Allottee for creation of charge/ mortgage over any part or portion of the said Land and/or the Building, and no separate consent of the Allottee 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 in favour of the Allottee to enable the Allottee to take a home loan from any bank or financial institution for financing the purchase of the Said Office/Shop/Godown And Properties Appurtenant; and (b) upon receipt by the Promoter from the Allottee (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 in terms of this Agreement, before execution of the Deed of Conveyance in favour of the Allottee, subject to the terms of this Agreement, the Promoter shall cause the mortgage, security, charge or other Encumbrances, if any created by the Promoter over and in

respect of the Said Office/Shop/Godown And Properties Appurtenant Thereto, to be discharged and/or released.

**35.8. Additional Terms & Conditions relating to maintenance of the Said Office/Shop/Godown and Right Appurtenant:**

- (i) The Promoter or its nominees shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of the allottees. The cost of such maintenance for 12 months has been included in the Total Price of the Office/Shop/Godown.
- (ii) The maintenance for 12 months on account of Maintenance Deposit has been included in the Total Price of the Office/Shop/Godown. Further, such deposit shall be refunded on quarterly basis after receipt of upto date maintenance charges from the Allottees. Apart from the same, the Allottees undertake to make necessary monthly payments of maintenance charges as and when demanded by the Promoter after obtaining the completion certificate. In the event the Allottees fail to pay such maintenance charges then the Promoter shall be at liberty to appropriate such amount from the Maintenance Deposit/Sinking Fund. However, the Allottees undertake to make necessary payments over and above such advance maintenance deposits, if necessary, for such maintenance as fixed by the Promoter at actuals; on the basis that the Association shall be formed after receiving of the Completion Certificate for the whole Project. The Promoter for providing the maintenance services of the project will be entitled to the administrative charges of a portion of maintenance expenses/charge as to be decided by the Promoter. In case the formation of the Association is delayed beyond the said period, the Promoter shall provide and maintain the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottees shall be liable to pay to the Promoter the charges for such maintenance as fixed by the Promoter at actuals.
- (iii) **Clauses in relation to maintenance of Project, infrastructure and equipment:**
  - Maintenance In-charge:**
  - (i) **Association:** The Promoter shall enable the formation of Association that may be formed under the relevant laws as applicable in the state of West Bengal ("Association") by the allottees in the Project and the Allottee 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 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.

- (ii) **Maintenance Agency:** The Promoter may 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 other Occupants and, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the other Occupants and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units in the project exclusively 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.
- (iii) **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")
- (iv) **Common Areas Related:**
  - (i) The Project shall also contain certain Common Areas as specified in **SCHEDULE D Part I** hereto which the Allottee shall have the right to use in common with the Promoter and other allottees of the Project and other persons permitted by the Promoter.
  - (ii) 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 either independently or in common with any other Allottees.
  - (iii) The Promoter would provide right to use in the Common Areas in favour of the Allottee and if the laws for the time being in force otherwise requires transfer of the Common Areas of the Project in favour of the Association, then such transfer shall be carried out in favour of the Association, to which the Allottee hereby agrees. 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 Office/Shop/Godown in favour of the Allottee, 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 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 proportionately and/or the Association.

- (iv) The Promoter through itself or through a facility management company shall run, operate, manage and maintain the Common Areas. Such Association through itself or through a facility management company shall run, operate, manage and maintain and to collect maintenance charges on pro-rata basis from the Allottees of the Project.

The Rules/Bye Laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period be framed by the Promoter with such restrictions as may be necessary for proper maintenance and all the Allottees of the Project are bound to follow the same.

(v) **Office/Shop/Godown Related:**

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

- (vi) **Transfers by Allottee:** The Allottee may only after a period of 12 months from the date of execution of this agreement and that too upon taking prior written consent of the Promoter and against Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) on 1<sup>st</sup> nomination as and for 2<sup>nd</sup> and/or successive nomination Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as and by way of Nomination costs, payable in advance to the Promoter, get the name of his nominee substituted in his/her/their/its place and stead in the records of the Promoter

as the Buyer of the said Office/Shop/Godown subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder which shall henceforth be observed fulfilled and performed by the nominee. Any such nomination shall be at the costs of the Allottee and/or the nominee and all stamp duty and registration charges, legal fees and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee or its nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum mentioned equivalent to Rs. \_\_\_\_\_ or \_\_\_\_\_ mentioned in this clause in respect of the said Office/Shop/Godown paid to the Promoter as aforesaid) or Goods and Service Tax arising due to any nomination by the Allottee shall be payable by the Allottee or its transferee but the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Promoter or to which the Promoter is likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Allottee in advance to Promoter and the Promoter may not give any consent to any such nomination or transfer without the receipt of such payment. The Allottee shall not, however, be entitled to assign or transfer this agreement for a period of 12 months from the date of execution hereof nor to let out, transfer or part with possession of the said Office/Shop/Godown at any time until all the amounts, charges, outgoings and dues payable by the Allottee to the Promoter in respect of the said Office/Shop/Godown are fully paid up and a No Dues certificate is obtained by the Allottee from the Promoter.

**35.9. Area Calculations:**

- a. Carpet Area of Office/Shop/Godown: The carpet area for the Office/Shop/Godown or any other Office/Shop/Godown shall mean the net usable floor area of such Office/Shop/Godown, excluding the area covered by the external walls, areas under services shafts but includes the area covered by internal partition walls of the Office/Shop/Godown.
- b. Office/Shop/Godown Built-up Area: The built-up area for the Office/Shop/Godown or any other Office/Shop/Godown shall mean the Carpet Area of such Office/Shop/Godown and \_\_\_\_\_% (\_\_\_\_\_ percent) of the area covered by those external walls which are common between such Office/Shop/Godown and any other Office/Shop/Godown and the niches/cupboard, elevation, treatment and the area covered by all other external walls of the such Office/Shop/Godown.

**35.10. Parking Facility Related:**

- (i) In addition to those contained in clause J above, it is clarified that the Project could also contain spaces which are not forming part of the amenities and facilities mentioned in SCHEDULE D Part I, hereto and which could be used for parking. The Promoter hereby reserves right to allot parking rights in such areas exclusively to the allottees of the Office/Shop/Godown in the Project who need the same and apply for the same within the period as may be stipulated by the Promoter and the Promoter may give preference to allottees who do not otherwise have parking space in the Project and against payment of the applicable maintenance charges to be paid to the Association.
- (ii) The Allottee shall not have any parking facility until full and final payment of all sums due by the Allottee in terms of this agreement and the Allottee further not being in default in complying his obligations as provided in this Agreement.
- (iii) All unsold or unallotted parking spaces shall be identified/demarcated and retained by the Promoter for disposal of the same at the consideration and in the manner deemed fit and proper by the Promoter
- (iv) Any scheme of numbering of parking spaces will be subject to further revision as per the discretion of the Promoter and the revised parking number shall be intimated to the Allottee upon such revision.
- (v) The Allottee agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the parking spaces to any other Allottee nor to disturb the use of the allotted parking space by the concern Allottee.
- (vi) The Allottee hereby further warrants and confirms that the Allottee shall, upon formation of the Association and/or execution of Deed of Conveyance, as contemplated herein, cause such Association to confirm and ratify and shall not permit the Association to alter or change the allocation of Car Parking Spaces in the manner allocated by the Promoter to the various Allottees (including the Allottee herein) of the Office/Shop/Godown in the Building and the Project.
- (vii) The Allottee is aware that the Car Parking Space, if comprised of mechanised parking system which will always be a dependent parking. A parking facility is dependent if the to and fro movement of the vehicle from the allotted parking space to the driveway is dependent upon moving another parked

vehicle. It has been agreed that the Allottees of two different Office/Shop/Godown may be allotted the same set of mechanized parking system which would have the provision to park two medium sized cars. The Allottee who parks the car earlier shall park it at the upper level and the Allottee who comes later shall park the car at the lower level of the mechanized parking system. As and when the Allottee who has parked the car at the upper level wishes to take out the car, the Allottee of the lower level shall co operate and remove his car.

**(viii)** Parking of Car will be permitted only if specifically allotted. No parking of Two-wheeler(s) will be permitted unless such space is purchased from the Promoter. Allotment of such Two-wheeler/Car parking space is absolutely at the discretion of the Promoter.

- a. THE said Parking Space/s shall be used only for the Purpose of Parking of car (s)/Two-wheeler(s).
- b. THE Allottee shall not permit anybody to reside in the said Parking Space/s or use the same for any other purpose other than parking of cars/ Two-wheeler(s)
- c. THE Allottee shall not park nor shall permit anybody to park the car(s) /Two-wheeler(s) in the said Parking Space(s) in a manner, which may obstruct the movement of other car(s) /Two-wheeler(s).
- d. THE Allottee shall not be entitled to cover up and / or make any construction on the said Parking Space(s) and / or open spaces.
- e. NOT to store nor permit anybody to store any articles or things into or upon the said Parking Space(s).
- f. TO abide by all the rules and regulations as may be made applicable for the use of the Parking Space(s) from time to time by the Maintenance In Charge.
- g. MUST NOT let, or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Flat to anyone else excepting to a person who owns a Flat in the building and the Purchasers will give an undertaking and sign a document of adherence that the Car Parking space will be held only for the parking of cars.
- h. The aforesaid negative covenants are independent of each other and are capable of being enforced independently.



**35.11. House Rules:** The enjoyment of the Said Office/Shop/Godown, Parking Space, if any and the Common Areas by the Allottee shall be subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules below (“House Rules”) which the Allottee shall be obliged and responsible to comply with strictly.

**(i) Taxes and Outgoings:** The Allottee binds himself and covenants to bear and pay and discharge the following amounts, taxes, expenses and outgoings (“Taxes and Outgoings”):-

- a. Property tax and/or Municipal rates and taxes and water tax, (if any,) assessed on or in respect of the Office/Shop/Godown Car Parking Space and/or any component related to the said Office/Shop/Godown directly to the Municipal Authority and any other appropriate authority Provided That so long as the same is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Land.
- b. All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the said Office/Shop/Godown or any component thereof or the Building or the Common Areas or the said Land and whether demanded from or payable by the Allottee or the Maintenance In-charge and the same shall be paid by the Allottee wholly in case the same relates to the said Office/Shop/Godown and proportionately in case the same relates to the Building or the said Land or any part thereof.
- c. Electricity charges for electricity consumed in or relating to the Office/Shop/Godown.
- d. Charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the said Office/Shop/Godown against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the said Office/Shop/Godown or any part thereof, wholly and if in common with the other Allottees, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.

- e. Proportionate share of all Common Expenses, the term Common Expenses are morefully elaborated in Part II of Schedule D, to the Maintenance In-charge/Maintenance Agency from time to time payable for the Project. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-charge, maintenance charges calculated at the rate of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) per Sq. Ft. per month (To be adjusted from Maintenance Deposit, Effective from date of possession) or on actual whichever is higher only per square feet per month of the Unit area for CAM mentioned in clause \_\_\_\_\_ above. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In Charge at its sole and absolute discretion after taking into consideration the common services provided.
  - f. Parking Facility Maintenance Charges for Parking Space to be decided later by the Promoter.
  - g. Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Allottee.
  - h. Goods and Service Tax and all other overheads in respect of the aforesaid outgoings and taxes payable by the Allottee as per prevalent rates.
  - i. All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
- (ii) All payments to be made by the Allottee shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Allottee or in the letter box earmarked for the Office/Shop/Godown Provided That any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof and the Allottee shall bear and pay the same accordingly and without any delay, demur or default and without raising any objection of any nature whatsoever. Part payment will not be accepted after the due dates.

- (iii) The maintenance charges does not include the costs and expenses for major repair, replacement, reinstatement etc., of the Common Areas and the Allottee shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance In-Charge from time to time. Furthermore, the maintenance charges and all such payments shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and any non-user or non-requirement thereof shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Allottee.
- (iv) The liability of the Allottee to pay the aforesaid Taxes and Outgoings shall accrue with effect from the Liability Commencement Date.
- (v) In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Allottee under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance-in-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears. Without prejudice to the liability of the Allottee to pay interest as aforesaid, in case the failure and/or default in any payment by the Allottee for two months then until such payment with applicable interest, the Allottee and persons deriving rights through him shall be debarred from the benefits of use of the common facilities and amenities and the Maintenance- in-charge shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Allottee and his employees guests agents tenants or licences and/or the said Office/Shop/Godown. It is clarified that any debarring, suspension, withholding or stoppage as aforesaid shall not affect the continuing liabilities of the Allottee in respect of payment of the Taxes and Outgoings and applicable interest during the period of such debar, suspension, withholding or stoppage.
- (vi) The Allottee shall be and remain responsible for and to indemnify the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the Building at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Promoter against all actions claims proceedings costs expenses and demands made

against or suffered by the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfilment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.

**35.12. Liability Commencement Date:** In case the Promoter issues notice to the Allottee to take possession of the Office/Shop/Godown and the Allottee fails to pay the entire dues of the Allottee within the time stipulated in the notice or is in default in compliance of any of his other obligations hereunder, then notwithstanding the fact that the Promoter shall withhold possession of the Office/Shop/Godown on account of such failure or default of the Allottee, the Allottee's liability to pay the Taxes and Outgoings in respect of the said Office/Shop/Godown shall commence on the date of expiry of the time stipulated in the notice as aforesaid ("Liability Commencement Date"). Furthermore, with effect from the Liability Commencement Date and until the Allottee pays all its dues towards the Promoter and the said Office/Shop/Godown and remedies the concerned default and takes physical possession of the Office/Shop/Godown, the Allottee shall be liable for all consequences [of failure of compliance of House Rules and shall also be liable to pay to the Promoter a predetermined sum calculated @Rs. \_\_\_\_\_/- per month towards withholding charges.

**35.13.** Common Expenses shall be all fees, costs, charges and expenses to be paid or incurred in respect of the management, maintenance, administration, repair, replacement, upkeep, protection, insurance, security of the Building (except the Office/Shops/Godowns therein), and the Common Areas and the parking spaces and for all other Common Purposes.

**35.14. Acknowledgments, Exceptions Reservations and Indemnities:** The Allottee doth hereby unconditionally and irrevocably agree to the rights, entitlements and authorities of the Promoter under clause I above and under the other provisions of this Agreement fully and in all manner and shall not be entitled to raise any objection, dispute, hindrance or claim on any account whatsoever in respect thereof. Without affecting the generality of the foregoing, the Allottee doth hereby authorize, allow and permit the Promoter to avail and/or exercise all or any of rights and authorities envisaged under clause I above and/or the following rights and authorities at any time and from time to time hereafter:-

- (i) The Promoter shall at all times also be entitled to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc.,

(hereinafter referred to "as Project Branding") and the Allottee or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever. The Allottee has no objection nor will at any time be entitled to raise any objection to any hoardings, neon sign, billboards, advertisements, signage (of any size and constructed of any material and the same, with or without illumination) of the brand name " \_\_\_\_\_ " etc., ("Said Signage") of the Promoter being erected on the roof and/or the parapet walls and/or the facade of the said Project and also the boundary walls of the said Project. The space for the Said Signage shall be deemed to have been excluded out of the subject matter of transfer and shall always belong to the Promoter. The Promoter shall maintain the Said Signage at its own cost if the Said Signage is illuminated, the Promoter shall bear the charges for actual electricity consumed for illumination on the basis of a separate meter specifically installed for this purpose. Neither the Allottee nor the Allottee's successor-in-interest shall at any time do any act, deed or thing which affects or hinders the absolute and unfettered right of the Promoter to put up the Said Signage and enjoy the benefits of the Said Signage. It is clarified that for the purpose of maintaining, managing, repairing, replacing, adding or altering the Said Signage, the Promoter and/or the men and agents of the Promoter shall at all times have the right of access to the areas in which the Said Signage are constructed and/or installed without any obstruction or hindrance either from the Allottee or the Maintenance In-charge. The Allottee further agrees not to use the name/mark \_\_\_\_\_ in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever save and except for the purpose of address of the Office/Shop/Godown and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark.

- (ii) The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, compactor and any other facility primarily for the use (but with possibility of outsiders being also provided services therefrom by the supplier/service provider) against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Building or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from

any such suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tanto subsidize meet the Common Expenses to that extent.

- (iii) The Allottee has agreed that for the benefit of the Project, the Promoter shall be allowed to make any additions and alterations in the sanctioned plans, layout plans and specifications of the Project including the Common Areas without changing the layout, specification and carpet area of the Office/Shop/Godown as may be necessary due to architectural and structural reason on recommendation of the Architect. The Allottee unconditionally accepts and consents to the same and shall not raise any objection whatsoever in this regard.
- (iv) The Allottee 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 or the servants / agents / licensees / invitees / visitors of the Allottee and/or any breach or non-observance by the Allottee of the Allottee's covenants and/or any of the terms herein contained.

### **35.15. Additional General Terms and Conditions**

- (i) Notwithstanding any contrary provisions, it is expressly agreed that no refund to the Allottee shall, under any circumstances whatsoever, be made of any amount paid by the Allottee on account of Taxes and/or stamp duty and registration charges incurred by the Allottee. The Allottee shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard.
- (ii) Nothing contained in this Agreement shall affect or prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.

**THE SCHEDULE A**  
**PART I**  
**(THE SAID LAND)**  
**FIRST SCHEDULE**

**ALL THAT** piece or parcel of rent-free land, measuring about **9 Cottahs 8 Chittaks 24 Sq. Ft.**, be the same a little more or less **TOGETHER WITH** partly two and partly three storied brick built dwelling house standing thereon, lying and situates at and being **Premises No. 16, Parsi Church Street, Kolkata-700001**, in the North Division of the town of Calcutta in Block No. V, Holding No. 18 and within P.S. – Hare Street, Assessee No. 110453800090, Ward No. 045 under the limits of Kolkata Municipal Corporation, **TOGETHER WITH** all right, title and interest appertaining thereto free from all encumbrances

The '**Said Premises**' Part is butted and bounded as under: -

**ON THE NORTH** : By Premises No. 29 Rabindra Sarani.  
**ON THE SOUTH** : By Parsee Church Street.  
**ON THE EAST** : By Rabindra Sarani.  
**ON THE WEST** : By Premises No. 17 Parsee Church Street.

And delineated in the map/ plan attached as **Annexure A** hereto

**PART II**  
**[TITLE]**

**WHEREAS** one Lakshmi Kanto Das, since deceased was the sole and absolute owner in respect of **ALL THAT** piece or parcel of rent-free land, measuring about **4 Cottahs 10 Chittaks** be the same a little more or less **TOGETHER WITH** partly two and partly three storey brick built dwelling house standing thereon, lying and situates at and Premises No. 16, Parsee Church Street, Kolkata-700001, in the North Division of the town of Calcutta in Block No. V, Holding No. 18 and within P.S. – Bow Bazar, under the limits of the Calcutta Municipal Corporation **TOGETHER WITH** all right, title and interest appertaining thereto free from all encumbrances;

**AND WHEREAS** by a registered Deed of Settlement dated 23.03.1961, registered in the Office of the Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 46, Pages from 241 to 246, being No. 1352 for the year 1961, the said Lakshmi Kanto Das as the settler therein formed and/or created a trust in respect of **ALL THAT**

Premises No. 16, Parsee Church Street, (previously known as, 152 & 153, Lower Chitpur Road & 16, Parsee Church Street amalgamated and renumbered as 16, Parsee Church Street) in the North Division of the town of Calcutta thereby appointing his son Gajendra Narayan Das as the sole trustee therein for the interest of the beneficiaries as mentioned therein;

**AND WHEREAS** on 23.04.1965 the said Lakshmi Kanto Das died and as per clause 4 of the aforesaid Deed of Settlement dated 23.03.1961, which was registered in the office of Registrar of Calcutta and same was recorded in Book No.I, Volume No.46, Page no 241 to 246, being the deed no 1352 for the year 1961, the said Trust as was created thereon has come to an end and accordingly the said Gajendra Narayan Das, Son Of Laxmi Kanto Das, Smt. Suprova Saha, Wife of Raghu Nandan Saha and Daughter of Lakshmi Kanto Das, Smt. Labanyaprava Roy, Wife of Late Kalipada Roy and Daughter of Lakshmi Kanto Das became the absolute owner in respect of the aforesaid property subject to charges as mentioned therein;

**AND WHEREAS** the said Gajendra Narayan Das being the owner thereof duly applied for and mutated his name with the record of the said property and paid taxes thereof regularly;

**AND WHEREAS** on 11.02.1986 the wife of the settlor Pankajini Das died intestate leaving behind the said Gajendra Narayan Das, Smt. Suprova Saha, Wife of Raghu Nandan Saha and Daughter of Lakshmi Kanto Das, Smt. Labanyaprava Roy, Wife of Late Kalipada Roy as her legal heir and accordingly the charge as was created by the said Deed of Settlement dated 23.03.1961 in favour of the said Pankajini Das in respect of the said property has been released;

**AND WHEREAS** on 19.07.1995 the said Gajendra Narayan Das died intestate leaving behind his wife Smt. Tuloshi Rani Das and three daughters namely Bhanumati Saha alias Sumita Saha, Tapati Saha and Nandita Poddar as his legal heirs and survivors and by virtue of the Hindu Law of Inheritance the said Smt. Tuloshi Rani Das, Bhanumati Saha alias Sumita Saha, Tapati Saha and Nandita Poddar became the joint owners in respect of the aforesaid property

**AND WHEREAS** on 09.05.1992 the said Tuloshi Rani Das, Wife of Late Gajendra Narayan Das died intestate leaving behind the said Bhanumati Saha alias Sumita Saha, Tapati Saha and Nandita Poddar as her legal heirs and survivors;

**AND WHEREAS** by virtue of the recital as above stated the said Bhanumati Saha alias Sumita Saha, Tapati Saha and Nandita Poddar became the joint and absolute owners in respect of the aforesaid property;

**AND WHEREAS** the said Lakshmi Kanto Das, since deceased was the also sole and absolute owner in respect of **ALL THAT** piece or parcel of rent-free land, measuring



about **4 Cottahs 14 Chittaks 24 sq. ft.** be the same a little more or less **TOGETHER WITH** partly two and partly three storey brick built dwelling house standing thereon, lying and situates at and Premises No. 27, Rabindra Sarani, (previously known as 151, Lower Chitpur Road) Kolkata, in the North Division of the town of Calcutta in Block No. V, Holding No. 19 and within P.S. – Bowbazar, under the limits of the Calcutta Municipal Corporation **TOGETHER WITH** all right, title and interest appertaining thereto free from all encumbrances;

**AND WHEREAS** on 23.04.1965 the said Lakshmi Kanto Das died and as per clause 4 of the Deed of Settlement dated 17.02.1960, which was registered in the office of Registrar of Calcutta and same was recorded in Book No. I, Volume No.38, Pages no 65 to 70, being the deed no 738 for the year 1960, the said Trust as was created thereon has come to an end and accordingly the said Gajendra Narayan Das, Son Of Laxmi Kanto Das, Smt. Suprova Saha, Wife of Raghu Nandan Saha and Daughter of Lakshmi Kanto Das, Smt. Labanyaprava Roy, Wife of Late Kalipada Roy and Daughter of Lakshmi Kanto Das became the absolute owner in respect of the aforesaid property subject to charges as mentioned therein;

**AND WHEREAS** the said Gajendra Narayan Das being the owner thereof duly applied for and mutated his name with the record of the said property and paid taxes thereof regularly;

**AND WHEREAS** on 19.07.1995 the said Gajendra Narayan Das died intestate leaving behind his wife Smt. Tuloshi Rani Das and three daughters namely Bhanumati Saha alias Sumita Saha (since deceased), Tapati Saha and Nandita Poddar as his legal heiresses and survivors and by virtue of the Hindu Law of Inheritance the said Bhanumati Saha alias Sumita Saha, Tapati Saha and Nandita Poddar became the joint owners in respect of the aforesaid property;

**AND WHEREAS** on 09.05.1992 the said Tuloshi Rani Das, Wife of Late Gajendra Narayan Das died intestate leaving behind the said Bhanumati Saha alias Sumita Saha, Tapati Saha and Nandita Poddar as her legal heirs and survivors;

**AND WHEREAS** by virtue of the recital as above recited the said Bhanumati Saha alias Sumita Saha, Tapati Saha and Nandita Poddar the owners herein are well seized and possessed of and otherwise well and sufficiently entitled to **ALL THAT** piece or parcel of rent-free land, measuring about **4 Cottahs 10 Chittaks** be the same a little more or less **TOGETHER WITH** partly two and partly three storied brick built dwelling house standing thereon, lying and situate at and Premises No. 16, Parsee Church Street, in the North Division of the town of Calcutta in Block No. V, Holding No. 18 and within P.S. – Hare Street, under the limits of the Calcutta Municipal Corporation and **ALL THAT** piece or parcel of rent-free land, measuring about 4

Cottahs 14 Chittaks 24 sq. ft. be the same a little more or less **TOGETHER WITH** partly two and partly three storey brick built dwelling house standing thereon, lying and situates at and Premises No. 27, Rabindra Sarani, (previously known as 151, Lower Chitpur Road) Kolkata, in the North Division of the town of Calcutta in Block No. V, Holding No. 19 and within P.S. – Bowbazar, under the limits of the Calcutta Municipal Corporation **TOGETHER WITH** all right, title and interest appertaining thereto free from all encumbrances and for the sake of brevity hereinafter called and referred to as the said Plot-I and Plot-II respectively;

**AND WHEREAS** the said Bhanumati Saha alias Sumita Saha, Tapati Saha and Nandita Poddar as the joint owners thereof duly applied for and jointly mutated their names with the records of the Kolkata Municipal Corporation and premises no.16, Parsee Church Street, 27/1 & 27/2 Rabindra Sarani was allotted in respect of the said Plot-I vide Assessee no 110453800090, 110454100256 & 110454100268 respectively and in respect of the Plot-II Assessee no 110454100153 was allotted, and have been paying taxes regularly;

**AND WHEREAS** the said Bhanumati Saha alias Sumita Saha, Tapati Saha and Nandita Poddar, jointly formulated a scheme to construct a multi-storied building on the aforesaid Plot-I and Plot-II land more fully described in the schedule hereunder written, after amalgamating the aforesaid Plots of land freehold, free from all encumbrances with the records of the Kolkata Municipal Corporation;

**AND WHEREAS** the Developer herein having offered a proposal for the development of the said Plot-I and Plot-II inter-alia including Construction of a multistoried building upon the aforesaid Plots of land at their own cost in accordance with the building plan sanctioned by the Kolkata Municipal Corporation and accordingly by a Development Agreement dated 16.12.2017, registered in the Office of the A.R.A., II, Kolkata and recorded in Book No. I, Volume No. 1902-2017, Page from 140985 to 141037, being No. 190204076 for the year 2017, (hereinafter called and referred to as the Said Development Agreement) the said Bhanumati Saha alias Sumita Saha (since Deceased), Tapati Saha and Nandita Poddar entrusted the said **M/S RASHBEHARI CONSTRUCTION PVT. LTD., (PAN-AABCR8221L)**, A Company having its registered office at 16A, Brabourne Road, 9<sup>th</sup> Floor, Kolkata-700 001, represented by its director, namely **SRI MANISH PODDAR**, for construction of Multi-storied building more fully described in the second schedule written hereunder on the said plot-I & Plot-II, more fully described in the First schedule written hereunder, inclusive of consideration therefore as contained therein.

**AND WHEREAS** one **M/S RASHBEHARI CONSTRUCTION PVT. LTD., (PAN-AABCR8221L)**, A Company having its registered office at 16A, Brabourne Road, 9<sup>th</sup> Floor, Kolkata-700 001 represented by its director, namely **SRI MANISH PODDAR**

**Vide CIN No:-** U45201WB1998PTC088224, a Company Incorporated under the provisions of Companies Act 1956 has agreed to complete the construction of Multi-storied building more fully described in the second schedule written hereunder on the said plot-I & Plot-II, more fully described in the First schedule written hereunder, subject to payment of a sum as contained in the said Development Agreement as the non-refundable amount and according to the developer paid the amount to the said Bhanumati Saha alias Sumita Saha (since Deceased), Tapati Saha and Nandita Poddar as agreed in the said Development Agreement.

**AND WHEREAS** the said Bhanumati Saha alias Sumita Saha, Tapati Saha and Nandita Poddar, jointly made an application for amalgamation of Premises No. 16, Parsee Church Street, 27/1 & 27/2 Rabindra Sarani, under Kolkata Municipal Corporation and after amalgamation, the aforesaid premises were merged and a new Premises **being no. 16, Parsee Church Street, is allotted to the aforesaid premises having Assessee No. 110453800090.**

**AND WHEREAS** the said Bhanumati Saha alias Sumita Saha, died intestate on 26.12.2019, leaving behind her two sons namely Kausik Saha (Owner No. 3, herein) and Debashish Saha (Owner No. 4, herein) as her legal heirs and survivors and by virtue of the Hindu Law of Inheritance the said Kausik Saha (Owner No. 3, herein) and Debashish Saha (Owner No. 4, herein) became the joint owners in respect of the share left by the said Bhanumati Saha in the aforesaid property;

**AND WHEREAS** the Vendors/Owners herein as the joint owners thereof duly applied for and jointly mutated their names with the records of the Kolkata Municipal Corporation in respect of the aforesaid **Premises No. 16, Parsi Church Street, Kolkata - 700001**, and have been paying taxes regularly;

**AND WHEREAS** by virtue of the recital as above recited the owners herein are well seized and possessed of and otherwise well and sufficiently entitled to **ALL THAT** piece or parcel of rent-free land, measuring about **9 Cottahs 8 Chittaks 24 Sq. Ft.**, be the same a little more or less **TOGETHER WITH** partly two and partly three storied brick built dwelling house standing thereon, lying and situates at and Premises No. 16, Parsi Church Street, in the North Division of the town of Calcutta in Block No. V, Holding No. 18 and within P.S. - Hare Street, Assessee No. 110453800090, under the limits of the Kolkata Municipal Corporation, **TOGETHER WITH** all right, title and interest appertaining thereto free from all encumbrances more fully described in the First Schedule hereunder written, **TOGETHER WITH** existing Tenants therein.

**AND WHEREAS** by a registered Supplementary Development Agreement dated 23.05.2022, registered in the Office of the A.R.A. - II, Kolkata and recorded in Book No. I, Volume No. 1902-2022, Page from 226463 to 226517, being No. 190205963 for the year 2022, the Legal Heirs of Smt. Bhanumati Saha alias Sumita Saha (since deceased)

along with Tapati Saha & Nandita Poddar, First Party herein entrusted the said **M/S RASHBEHARI CONSTRUCTION PVT. LTD., (PAN-AABCR8221L)**, A Company having its registered office at 16A, Brabourne Road, 9<sup>th</sup> Floor, Kolkata-700 001, for construction of Multi-storied building upon the aforesaid Premises being no. 16, Parsee Church Street, Kolkata - 700001.

**AND WHEREAS** as aforesaid stated **FIRST PARTY** herein are the joint owners in respect of **ALL THAT** piece or parcel of rent-free land, measuring about 9 Cottahs 8 Chittaks 24 sq. ft be the same a little more or less **TOGETHER WITH** partly two and partly three storied brick built dwelling house standing thereon, lying and situates at and Premises No. 16, Parsee Church Street, in the North Division of the town of Calcutta in Block No. V, Holding No. 18 and within P.S. - Hare Street, Assessee No. 110453800090, Ward No. 45, under the limits of the Kolkata Municipal Corporation, **TOGETHER WITH** all right, title and interest appertaining thereto free from all encumbrances and for the sake of brevity hereinafter called and referred to as the **Said Premises** more fully described in the First Schedule hereunder written.

### **PART III**

#### **[Representations, Confirmation and Acknowledgment by the Allottee]**

The Promoter hereby informs and/or represents to the Allottee as follows:

- i) the right, title and interest of the Promoter over/in respect of the said Land and to develop and deal with the Project intended to be constructed/developed on the said Land;
- ii) the Devolution of Title;
- iii) the nature, state, condition and measurement of the said Land and the Project, as applicable, and the manner in which the same is/are presently intended to be used;
- iv) the Car Parking Space if any, comprises an integral and inseparable part of the Said Office/Shop/Godown, subject to due compliance by the Allottee of each of the stipulated terms, to the satisfaction of the Promoter;
- v) the proposed location, lay out plan and the dimensions of each of the Said Office/Shop/Godown and the Car Parking Space;

- vi) the Common Areas which are intended to form a part of the Project;
- vii) the laws/notifications and rules applicable to the area where the said Land is situated, in general, and the Project and similar projects, in particular;
- viii) the present estimated respective Carpet Area of the Said Office/Shop/Godown and the manner of calculation thereof;
- ix) the nature and the extent of the rights and benefits proposed to be granted and/or extended to the Allottee as also the several obligations to be performed and fulfilled by the Allottee, each to the satisfaction of the Promoter;
- x) the terms, conditions, covenants, stipulations, restrictions, reservations and obligations in the matter of conveying the right title interest in respect of the Said Office/Shop/Godown And Properties Appurtenant Thereto along with the permission to park private medium sized car(s) within the space comprising the Car Parking Space if any, the manner and method of use and enjoyment of the same as well as the covenants running with the said Land and the Said Office/Shop/Godown and Properties Appurtenant Thereto;
- xi) Any document containing any additions, modifications, amendments, consents or variations accepted by the parties shall be valid and binding irrespective of whether the same is registered or not. The parties understand the present registration procedure in West Bengal does not contain provision for registration of any amendment etc. of a document and as such registration of any document containing any amendment etc. is not likely to be possible.
- xii) that the Car Parking Space/s provided in the Project are for the benefit of the Allottee/s or occupant/s of the Project. The rights to use Car Parking Space/s have to be earmarked to the Allottees for facilitating the smooth functioning and use of Car Parking Space/s. In the absence of such earmarking of Car Parking Space/s, the use of the Car Parking

Space/s would result in disharmony and periodical disputes amongst the Allottees/occupants of the Office/Shops/Godown. In view of the same the Allottee/s hereby irrevocably authorizes the Promoter to earmark Car Parking Space/s to the Allottee/s at their discretion in the mutual interest of one and all in order to maintain peace, cordiality and harmony among the Allottees. The Allottee/s further declares that he/she/they is/are bound by such earmarking of Car Parking Space/s and will not question the authority of the Promoter in doing so and further desist from making any issue or claims in respect thereto.

- xiii) the Specifications as also the measurements, dimensions, designs and drawings;
- xiv) the state and condition in which the Said Office/Shop/Godown And Properties Appurtenant Thereto if any are intended to be handed over to the Allottee subject to compliance by the Allottee of each of the stipulated terms to the satisfaction of the Promoter;
- xv) the Promoter is desirous to amend and modify the Plan in the manner morefully detailed and described below and the Allottee unequivocally agrees and accepts such amendment and modification voluntarily and this acceptance herein, shall be construed to be a consent under Section 14 of the Act and Section 9 (3) of the Rules:
- xvi) the Promoter shall be entitled to the Additional FAR, whereupon subject to compliance with the provisions of Section 14 of the Act and Section 9 (3) of the Rules and as provided for in this Agreement, the Promoter shall be entitled to and would be well within its right to alter, modify, amend, revise etc. the Plan and to undertake any further and/or additional construction(s) at the Project including constructing further upper floors above the topmost floor as it presently stands sanctioned, as a consequence whereof such floor shall not remain as the topmost floor of the Building, and the Promoter shall be further entitled to connect such further and/or additional construction(s) with the existing utilities and amenities at the Project/Building including all the Common Areas, notwithstanding any temporary disruption caused in the use and/or enjoyment of the Said Office/Shop/Godown

And Properties Appurtenant Thereto, and each of such further constructions shall absolutely belong to the Promoter who shall be entitled to deal with the same in such a manner as the Promoter may deem fit and proper, and the Allottee hereby agree(s) and undertake(s) not to do, execute or perform or permit the doing, execution or performance of any act, deed or thing which may prevent the Promoter from undertaking the construction of and/or dealing with or otherwise transferring the aforesaid with full knowledge and acceptance of the fact that the aforesaid shall result in several changes including but not limited to a change in the Undivided Share, and the Allottee covenant(s) and undertake(s) not to object to the same on any ground whatsoever or to claim, demand etc. any compensation, damages etc.;

- xvii) the right of the Promoter to carry out, implement etc. any variations and/or additions and/or alterations and/or deletions and/or modifications and/or revisions to the Plan, the layout plans and the Common Areas subject to the terms of this Agreement and subject to compliance with the provisions of Section 14 of the Act and Section 9 (3) of the Rules and the Allottee hereby grant(s) and accord(s) his/her/their/its consent to the same;

and the Allottee further declare(s), confirm(s) and acknowledge(s) each of the following:

- a) that each of the terms, conditions, covenants, stipulations, restrictions, reservations and obligations recorded herein as well as the covenants running with the said Land and/or the Said Office/Shop/Godown And Properties Appurtenant Thereto and the manner and method of the use and enjoyment of the Said Office/Shop/Godown And Properties Appurtenant Thereto including those stated herein, have been arrived at after mutual discussions and negotiations between/amongst the Parties hereto, each of which have been accepted and voluntarily agreed to by the Allottee (without any coercion and/or influence), none of which can be treated as and/or considered to be oppressive or one-sided or unfair or heavily leaned in favour of the Promoter and/or as imposition of unfair conditions, as each has been formulated/stipulated bearing in mind the nature of

the Project which would, inter alia, protect the rights of and/or ensure to the benefit of the Allottee, and therefore are fair and reasonable;

- b) that the Allottee has sought and obtained independent legal advice and opinion and has caused this Agreement to be vetted by advocates/lawyers appointed by the Allottee;
- c) that the Allottee has entered into this Agreement after taking into account/ consideration several factors, and thus the quantum of the Total Price, the Deposits, Extra Charges and all other amounts, charges, costs, deposits, expenses etc. as stipulated in this Agreement and agreed to be paid by the Allottee, are fair and just;
- d) that upon signing this Agreement, no conditions, stipulations, representations, guarantees, warranties etc. have been made by and/or on behalf of the Promoter other than those if any specifically set forth herein;
- e) that the Promoter has provided all the information and clarifications as required by and/or requested for from time to time, and the Allottee is/are fully satisfied with the same, and the Allottee further acknowledge(s) and confirm(s) that the Allottee has/have carefully read the terms, conditions and stipulations contained/recorded in this Agreement and understood the obligations and limitations of the Promoter as set forth herein, as also the obligations and liabilities of the Allottee, and has/have relied on his/ her/ their/its own judgment and investigation while deciding to apply to the Promoter for granting the rights and/or permissions (of the specific nature specified herein) in respect of the Said Office/Shop/Godown And Properties Appurtenant Thereto, if any, and to execute this Agreement (which is final in all respects), and the Allottee undertakes(s) and covenant(s) to faithfully abide by each of the terms and conditions of this Agreement;

that in view of the Allottee having agreed to make timely payment of and/or to timely deposit the various amounts including those stipulated herein, and having further undertaken and covenanted to faithfully abide by and comply with and perform and observe each of the terms and conditions stipulated herein, the Promoter has blocked for the Allottee the Said Office/Shop/Godown And Properties Appurtenant Thereto;



and the Allottee hereby and hereunder undertake(s) and covenant(s) not to make or raise any objection or claim or requisition inter alia in respect of any of the aforesaid, or to make or raise or set up or initiate any claim or demand or action contrary to the aforesaid on any ground whatsoever or howsoever. The Parties hereby confirm that they are entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said Land and/or the Project and Common Areas.

## **THE SCHEDULE B**

### **Part I**

All that Office/Shop/Godown comprising of \_\_\_\_\_ sq. ft. (more or less) (Built-up area) and \_\_\_\_\_ sq. ft. (more or less) (Super built-up area) (more or less) on the \_\_\_\_ floor and an area of \_\_\_\_\_ sq. ft. (more or less) (Built-up area) and \_\_\_\_\_ sq. ft. (Super built-up area) (more or less) on the \_\_\_\_ floor aggregating to \_\_\_\_\_ sq. ft. (more or less) (Built-up area) and \_\_\_\_\_ (Super built-up area) (more or less) Togetherwith the undivided proportionate share in the common areas and portions comprised in New Building named " **GAYATRI UJALLA**" Togetherwith the undivided proportionate share in the land situated at Premises No. 16, Parsi Church Street, Kolkata-700001, in the North Division of the town of Calcutta in Block No. V, Holding No. 18 and within P.S. - Hare Street, Assessee No. 110453800090, Ward No. 045 under the limits of Kolkata Municipal Corporation.

### **Part II**

#### **(CAR PARKING SPACE)**

All That the \_\_\_\_\_ (\_\_\_\_\_) number(s) of [\_\_\_\_\_] space(s) at the Building on the said Land to be considered as Limited Common Areas as per the West Bengal Apartment Ownership Act, 1972, as modified from time to time and as earmarked, identified and designated by the Promoter for the parking of private medium sized car(s) owned by the Allottee within such space .

### **Part III**

#### **(FLOOR PLAN)**

### **Part IV**

#### **(SPECIFICATIONS)**

## **1. Foundation and structure**

- Reinforced cement concrete on foundation. RCC structure with beam and column brick work of 8", 5" and 3".
- Adequately designed for earthquake resistance.

## **2. Wall finish**

- Putty finished smooth walls inside the Units
- POP finish in all common areas
- External wall: Anti-fungal external grade paint/ snowcem cement colours.

## **3. Doors**

- Wooden Main Doors / M.S. Shutters shall be provided as and where required

## **4. Staircase**

- Stainless steel railings as per design.

## **6. Floors and dado**

- Floors & common lobby - vitrified tiles.
- Staircase - Kota stone / green marble or equivalent

## **7. Toilets**

- Standard Sanitary fixtures & fittings.
- Anti -skid flooring.

## **8. Electrical details**

- Fire resistant wires - zero-hazard, no leakage, shock-proof and sleek.
- Concealed wiring of reputed brands for electricity inside the Unit.
- Quality earthing for all electro-mechanical gadgets.
- PVC conduit pipe with copper wiring, MCBs/ELBs, inside the Units.
- Modular type switches of reputed make.
- Light & fan points - standard number.
- Optimized power back-up with instant change over between mains and DG set.

## **9. Treatment and proofing**

- Anti-termites treatment during various stages of construction.
- Waterproofing wherever required.

## **10. 24X7 security and fire prevention**

- Surveillance facility with CCTV and 24X7 round-the-clock security facility.

- Fire prevention and protection system as per WBFS recommendations.

#### **11. Common area illumination**

- Sufficient illumination through compound and street lighting inside the complex.

#### **12. Impressive entrance lobby**

- Well decorated foyer with star category finish in common areas and lobbies.

#### **13. Magnificent elevation**

- Iconic building meticulously designed. Combination of anti-fungal and textured paint that ensures protection from erosion, weather effects and also reduces cost.

#### **14. Aesthetic elevators**

- Automatic lifts of reputed brand with ultra-smooth escalation and landing.

#### **15. Basic Infrastructure**

- Underground water supply, electricity, drainage, sewage system.
- 24 hours water supply.
- Adequate power supply.
- 24 hours alternate power supply source for common area and lift (alternate power back-up for the units shall also be provided after calculating the load factor) (optional)
- Society office – 400 Sqft. office room.

*(Please provide the list of common areas dedicated to the concerned Project, as may be applicable)*

#### **Part V**

**(Application Form)**

#### **Part VI**

**(Allotment Letter)**

#### **SCHEDULE - "C"**

**[PAYMENT DETAILS]**

Booking amount	10% of Total Consideration + GST
On Execution of Agreement (Within 30 days of Booking)	
On Completion of Piling	
On Casting of 1st Floor	
On Casting of 2 <sup>nd</sup> Floor	
On Casting of 3 <sup>rd</sup> Floor	
On Casting of 5 <sup>th</sup> Floor	
On completion of brick work of 1 <sup>st</sup> floor	
On completion of brick work of 3 <sup>rd</sup> floor	
On completion of brick work of 5 <sup>th</sup> floor	
On completion of brick work of P.O.P	
On Notice of Possession	

## **SCHEDULE D**

### **PART I**

#### **(COMMON AREAS)**

1. The foundation, columns, walls, beams, support, corridors, lobbies, stairs, stairways, landings, entrances, exits and pathways.
2. Drains and sewers from the premises to the Municipal Duct.
3. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
4. Toilets and bathrooms for use of darwans, maintenance staff of the Premises.
5. Door and windows on the staircase with electrical wiring switches and points fittings and fixtures.

6. Boundary walls including outer side of the walls of the building and main gates.
7. Water pump and motor with installation.
8. Overhead tanks and underground water reservoirs, water pipes, water treatment unit, and other common plumbing installations and spaces required thereto.
9. Lift.
10. Lift Room.
11. Such other area will be kept and set apart for the common purpose and common use of all the Units of the newly constructed building in the said premises;
12. The Ultimate Roof

*(Please provide the list of common areas dedicated to the concerned Project, as may be applicable)*

## **PART II**

### **(COMMON EXPENSES)**

1. Establishment and all other capital and operational expenses of the Association.
2. All charges and deposits for supply, operation and maintenance of common utilities.
3. All charges for the electricity consumed for the operation of the common machinery and equipment.
4. All expenses for insuring the BUILDING, inter alia against earthquake, flood, rain, fire, mob violence, damages, civil commotion etc.
5. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.
6. All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, reconstructing, lighting and renovating the Common Portions at the, including the exterior or interior (but not inside any Office/Show Room Space) walls of the BUILDING.
7. All expenses for running and operating all machinery, equipment, and installations comprised in the Common Portions, including lifts, Generator, if any changeover switches , CCTV, if any, EPABX, if any pumps and other

common installations including, their licence fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common portions.

8. Municipal Tax, Surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the BUILDING save those separately assessed on the purchaser.
9. The salaries of and all other expenses on the staff to be employed for the Common purposes, viz; manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites bonus and other emoluments and benefits.

**IN WITNESS WHEREOF** the parties have hereunto set and subscribed their respective hands and seals the day month and year first above written

**SIGNED, SEALED AND  
DELIVERED BY THE OWNERS** at  
Kolkata in the presence of:-

1.

2.

**SIGNED, SEALED AND  
DELIVERED BY THE PROMOTER**  
at Kolkata in the presence of:-

1.

2.

**SIGNED, SEALED AND  
DELIVERED BY THE ALLOTTEE** at  
Kolkata in the presence of:-

1.

2.