

AGREEMENT FOR SALE

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

(Date) day of

BY AND BETWEEN

(1) **Mr. Basudev Mitra** having his PAN **AIDPM8616K** and Adhaar _____ by religion Hindu residing at C/o, D 2/6, Animikha Housing, 10 Biswa Bangla Sarani, DLF 1, New Town, North 24 Parganas, P.O-New Town P.S-New Town, West Bengal 700156 (2) **Mr. Debesh Mitra** having his PAN **AEIPM6101N** and Adhaar _____ by religion Hindu, residing at 700E, Block P, P.O & P.S - New Alipore (3) **Mr. Ashoke Mitra** having his PAN **AGAPM3168M** and Adhaar _____ by religion Hindu, residing at W 1 C 061 Wellington Estate, DLF Phase - 5, Near DLF Golf Course Sector – 53 Chakarpur (74) Farrukhnagar Gurgaon P.O & P.S Sushant Lok, Haryana 122002, all are son of Late Ram Gopal Mitra all being represented by their Constituted Attorney Orbit Tirupati Towers Private Limited (previously known as Tirupati Tower Private Limited) having its registered office at 1, Garstin Place, Post Office General Post Office Kolkata, Police Station Hare Street, Kolkata 700 001 and Income Tax Permanent Account Number AABCT0495N represented by one of its Director **Vijay Narayan Rathi**, son of Late Satya Narayan Rathi, of 1, Garstin Place, P.O. GPO, P. S. Hare Street, Kolkata-700 001, by religion Hindu, by occupation Business, citizen of India, having Income Tax Permanent Account No. ADKPR4359L, Aadhaar No. 802144673611 by virtue of (i) Power of Attorney dated _____ registered at the office of the Additional Registrar of Assurance _____, Kolkata in Book No. _____, Volume No. _____, Pages _____, Being No. _____ for the year _____ and hereinafter collectively referred to as “**the Owners**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, successors, executors, administrators, legal representatives and assigns) of the **First Part**

AND

ORBIT TIRUPATI TOWERS PRIVATE LIMITED (previously known as Tirupati Tower Private Limited), (CIN No. U45201WB1996PTC077613) a Company within the meaning of the Companies Act, 2013 having its registered office at 1, Garstin Place, Police Station Hare Street, Post Office General Post Office Kolkata, Kolkata – 700 001 and Income Tax Permanent Account Number AABCT0495N, represented by one of its Director _____, son of _____, of _____, P.O. _____, P. S. _____, Kolkata-700 001, by religion Hindu, by occupation Business, citizen of India, having Income Tax Permanent Account No. ADKPR4359L, Aadhaar No. 802144673611 and hereinafter referred to as “**the Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and assigns) of the **Second Part**

The term “**Vendors**” shall mean jointly the Owners and the Promoter and where the context so permits it shall refer to only such of them as is concerned with the relevant matter/issue. The term “**Promoter/Owners**” and/or the term “**concerned Vendor**” shall mean and refer to the Promoter in respect of the Apartment Units comprised in the Promoter’s Area and shall mean and refer to the Owners in case of the Apartment Units comprised in the Owners’ Area.

AND

(1) _____ son of _____, by occupation _____, having Income Tax Permanent Account Number _____ and Aadhar Number _____ and (2) _____ wife of _____, by occupation _____, having Income Tax Permanent Account Number _____ and Aadhar Number _____ both by religion Hindu, Citizen of India, residing at _____, Police Station _____, Post Office _____, Kolkata 700 _____, and hereinafter jointly referred to as “**the Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators, successors, legal representatives and permitted assigns) of the **Third Part**

The Vendors and the Allottee are hereinafter collectively referred to as the “Parties” and individually as a “Party”. Words defined in **Schedule F** shall have the meaning mentioned therein.

WHEREAS :

- A. The Owners are the absolute lawful owners of and seized and possessed of and/or otherwise fully and sufficiently entitled to the said Land described in **Schedule H** hereto. The devolution of title in favour of the Owners in respect of the said Land is as mentioned in **Schedule I** hereto.
- B. The Owners have entered into the Development Agreement on _____ with the Promoter for the development of the said Land.
- C. The said Land is earmarked for the purpose of building a residential cum multi-storied building and the Project has been named “**Orbit _____**”.
- D. The Vendors are fully competent to enter into this Agreement
- E. The Parties are competent to enter into this Agreement.
- F. The Kolkata Municipal Corporation has sanctioned the Plans for development and construction on the said Land vide Building Permit No. _____ dated _____.
- G. The Promoter has obtained the sanctioned Plans for the Project from the Kolkata Municipal Corporation. The Promoter agrees and undertakes that it shall not make changes to the Plans that have been sanctioned except in compliance with Section 14 of the Act and other laws as applicable and /or as provided herein.
- H. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata on _____ under registration number _____.
- I. The Allottee had applied for an apartment in the Project and has been allotted on the General Terms and Conditions agreed between the parties All That the said Apartment Unit described in **Schedule A** and the floor plan of the said Apartment is annexed hereto and marked as **Schedule B**.
- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

- K. The Allottee has independently examined and verified or caused to be examined and verified and is fully aware of and thoroughly satisfied about the following:
- (i) The title of the Premises and the documents relating thereto;
 - (ii) The ownership right, title and interest of the Owners in respect of the Premises and the said Apartment Unit;
 - (iii) The Plans and the necessary approvals and permissions;
 - (iv) The right, interest and entitlement of the Promoter as the developer in respect of the Premises; and
 - (v) The Carpet Area, Built-up Area and Super Built-up Area of the said Apartment.
- L. 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.
- M. The parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the Project.
- N. 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.
- O. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendors hereby agree to sell and the Allottee hereby agrees to purchase the said Apartment Unit described in **Schedule A**.

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. Subject to the terms and conditions as detailed in this Agreement, the Vendors agree to sell to the Allottee and the Allottee hereby agrees to purchase the said Apartment Unit described in **Schedule A**.
 2. The Total Price/Agreed Consideration for purchase of the said Apartment Unit based on the carpet area thereof is Rs. _____/- (Rupees _____) only ("**Total Price/Agreed Consideration**") as per details mentioned in **Schedule C**.

Explanation:

- (i) The Total Price/Agreed Consideration above includes the Booking Amount paid by the Allottee towards purchase of the said Apartment.
- (ii) The Total Price/Agreed Consideration above excludes Taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, G.S.T., CGST, if any as per law, and Cess or any other similar taxes and levies which may be levied, in connection with the construction of the Project, by whatever name called) up to the date

of handing over the possession of the said Apartment to the Allottee and/or the execution of the Deed of Conveyance;

Provided that all the applicable taxes and levies whether existing or subsequently charged/modified/imposed shall be payable by the Allottee to the Promoter in addition to the Total Price;

- (iii) The Promoter/Owners shall periodically intimate in writing to the Allottee the amount of the instalments of the Total Price/Agreed Consideration payable as stated in (i) above and the Allottee shall make the payment as demanded within 30 (thirty) days from the date of such written intimation. In addition, the Promoter/Owners shall provide on written request 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/Agreed Consideration of the said Apartment includes the price of the proportionate share in the said Land and Common Areas and the right of use thereof and the right to use the said Car Parking Space, if any, as mentioned in this Agreement.
3. The Total Price/Agreed Consideration 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/Owners undertake(s) and agree(s) that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter/Owners 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.
 4. The Allottee shall make the payment of the Total Price/Agreed Consideration to the Promoter as per the payment plan set out in **Schedule 'C' ("Payment Plan")**.
 5. The Promoter/Owners may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments at mutually agreed terms for the period by which the respective installment is 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/Owners and payment being made in terms thereof by the Allottee.
 6. It is agreed that the Promoter shall not make any additions and alterations in the Plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' in respect of the said Apartment except as agreed upon,

without the previous written consent of the Allottee and the Promoter may charge, additional amounts for such modifications as may be agreed with 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 in any case 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 Apartment intended to be sold to the Allottee and the Allottee hereby consents to the same and waives the requirement of any further consent.

7. The Promoter/Owners 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 Certificate is granted by the Corporation, by furnishing details of the changes, if any, in the Carpet Area and the built-up area. The Total Price/Agreed Consideration payable for the Carpet Area shall be recalculated upon confirmation by the Promoter/Owners. If there is any reduction in the Carpet Area within the defined limit then the Promoter/Owners 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, allotted and sold to the Allottee, the Promoter/Owners shall demand that 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.
8. Subject to the Allottee not committing any default in terms of this Agreement including under Clause 9.3, the Vendors agree and acknowledge that the Allottee shall have the right to the said Apartment Unit as mentioned below:
 - (i) The Allottee shall have exclusive ownership of the said Apartment and the right to use the said Car Parking Space described in Schedule A. The allotment of the said Car Parking Space shall be made by the Promoter after issue of the Completion Certificate and such allotment shall be made by the Promoter at its discretion.
 - (ii) The Allottee shall also have right of common use of the Common Areas. The Allottee shall use the Common Areas along with the Vendors, other Allottees, occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them and subject to making timely payment of the Maintenance Charges, Corporation taxes and other liabilities and charges as applicable. It is clarified that the Promoter shall hand over the Common Areas to the Association after duly obtaining the Completion Certificate from the Corporation as provided in the Act and after the execution and registration of the Deed of Transfer in favour of the Association. The Allottee

is aware that under Sections 11(4)(f) and 17 of the Real Estate (Regulation and Development) Act, 2016 the Vendors are required to transfer undivided proportionate title in the Common Areas to the Association. The Allottee is also aware that as per the registration procedure followed by the Registration Authorities in West Bengal for registering Agreements for Sale / Deeds of Conveyance regarding flats/apartments, the market valuation of the flats/apartments is to be ascertained from the website of the Registration Authorities and the same is required to be approved by the Registration Authorities for enabling the Agreements for Sale / Deeds of Conveyance to be registered. The Market Valuation e-Assessment Slip regarding any flat/apartment can be generated only on the basis of super built-up area which includes the undivided proportionate share in the Common Areas and market valuation is made on such basis taking into consideration the undivided proportionate share in the Common Areas. Stamp duty and registration fees are payable on the basis of such valuation including undivided proportionate share in the Common Areas without which the Agreement for Sale / Deed of Conveyance cannot be registered. Under the circumstances, beneficial ownership/right in respect of undivided proportionate title in the Common Areas shall be deemed to be transferred to the Allottee under the Deed of Conveyance to be executed and registered in favour of the Allottee in respect of the said Apartment Unit while a formal Deed of Transfer shall be executed and registered in favour of the Association for formal transfer of undivided proportionate title in the Common Areas including the said Land to the Association as mentioned below. It is clarified that the Vendors shall upon receipt of a written request from the Association (upon formation) execute a Deed of Transfer for transfer of undivided proportionate title in the Common Areas including the said Land in favour of the Association in the manner agreed upon. Such Deed of Transfer shall be prepared and finalized by the Promoter and shall be subject to the reservations and/or rights of the Vendors including under the several Agreements for Sale and the several Deeds of Conveyance to be executed in favour of the Allottees as also subject to the allotment of the open Car Parking Spaces to be made by the Promoter in favour of the Allottees. All expenses and outgoings for preparation and registration of such Deed of Transfer including stamp duty, registration fees, legal fees, incidental expenses, etc. shall be paid by the Association and/or the Allottees including the Allottee herein without any amount being required to be contributed by the Vendors. The Allottee agrees, undertakes and covenants to make timely payment of his share of such expenses and outgoings within 7 days of demand;

- (iii) That the computation of the price of the said Apartment includes recovery of price of land and the construction of not only the said Apartment but also the Common Areas proportionately and includes cost for providing all facilities to be provided within the Project as mentioned in **Schedules D and E**. The Allottee has also agreed to make timely payment of the Additional Liabilities and Deposits mentioned in **Schedule G**. The Additional Liabilities and Deposits are an integral part of the transaction and non-payment/delayed payments thereof shall also result in default on the part of the Allottee and the consequences mentioned in Clause 9.3 shall follow.
9. It is made clear by the Vendors and the Allottee agrees that the said Apartment Unit 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 previous project in its vicinity or otherwise. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of all the present and future Allottees of the Project.
10. It is understood by the Allottee that all other areas, that is, areas and facilities falling outside the Project and/or not specifically included in the Common Areas under this Agreement shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.
11. The Promoter/Owners agree(s) to pay all outgoings relating to the said Apartment Unit before transferring the physical possession of the said Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including proportionate land cost, ground rent, 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 Apartment Unit and such other proportionate liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter/Owners fail(s) 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 Apartment Unit to the Allottee, then the Promoter/Owners agree(s) to be liable, even after the transfer of physical possession of the said Apartment Unit, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
12. The Allottee has paid a total sum of Rs. _____/- (Rupees _____ only) as Booking Amount being part payment towards the Total Price/Agreed Consideration of the said Apartment Unit at the time of application and/or thereafter, the receipt of which the Promoter/Owners hereby acknowledge(s) and the Allottee hereby agrees to pay the remaining price/consideration of the said Apartment

Unit as prescribed in the Payment Plan mentioned in **Schedule 'C'** whether demanded by the Promoter/Owners or not, within the time and in the manner specified therein;

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

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Vendors abiding by the construction milestones subject to Force Majeure and reasons beyond control, the Allottee shall make all payments, whether demanded by the Promoter/Owners 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 if the said Apartment Unit is comprised in the Promoter's Area and in favour of the Owners if the said Apartment Unit is comprised in the Owners' Area.

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

3.1 The Allottee, if resident outside India, shall intimate the same in writing to the Vendors 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 acquisition/sale/transfer of immovable properties in India etc. and provide the Vendors 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 Vendors accept no responsibility in regard to matters specified in Clause 3.1 above. Under no circumstances shall the Vendors be liable or responsible for any delay, default, non-compliance or violation by the Allottee. The Allottee shall keep the Vendors 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 Vendors immediately and to comply with necessary formalities if any under the applicable laws. The Vendors shall not be responsible towards any third party making payment remittances on

behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Apartment Unit applied for herein in any way and the Vendors shall issue the payment receipts in favour of the Allottee only.

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

The Allottee authorizes the Promoter/Owners to adjust and appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the said Apartment Unit, 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/Owners to adjust his payments in any manner.

5. **TIME IS ESSENCE:**

Time is of essence for the Vendors as well as the Allottee. The Vendors shall take steps to abide by the time schedule for completing the Project and handing over the said Apartment Unit to the Allottee and the Common Areas to the Association after receiving the Completion 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/APARTMENT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the said Apartment and accepted the floor plan which has been approved by the Corporation, the Total Price/Agreed Consideration and Payment Plan mentioned in **Schedule C** and the Additional Liabilities and Deposits mentioned in **Schedule G** and the specifications, the Common Areas, amenities and facilities mentioned in **Schedules D and E**. The Promoter shall develop the said Apartment in accordance with the said layout plans, floor plans and specifications. Subject to the terms of this Agreement, the Promoter undertakes to abide by such plans approved by the Corporation.

7. **POSSESSION OF THE SAID APARTMENT:**

7.1 **Schedule for possession of the said Apartment:-**

The Promoter agrees and understands that timely delivery of possession of the said Apartment to the Allottee is the essence of the Agreement subject to full payment and compliance by the Allottee under this Agreement including as mentioned in Clause 7.1A below as also subject to Force Majeure and reasons beyond control. The Promoter, based on the approved plans and specifications, assures to hand over the said Apartment unless there is delay or failure due to

war, flood, drought, fire, cyclone, earthquake, epidemic, pandemic, lockdown, governmental restrictions or any other calamity caused by nature or anything affecting the regular development of the real estate project (“Force Majeure”) or due to reasons beyond control. If, however, the completion of the Project is delayed due to Force Majeure conditions or for reasons beyond control, then the Allottee agrees that the Promoter shall be entitled to extension of time for delivery of possession of the said Apartment Provided that such Force Majeure conditions or reasons beyond control are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions or reasons beyond control, then this allotment shall be terminated and the Promoter/Owners shall refund to the Allottee the entire amount received by the Promoter/Owners from the Allottee towards the Total Price/Agreed Consideration. After notice of termination, the Allottee agrees that he/she shall not have any rights, claims, etc. whatsoever against the Promoter/Owners and that the Promoter/Owners shall be released and discharged from all its obligations and liabilities under this Agreement and no other amount whatsoever shall be payable by the Promoter/Owners.

- 7.1A The obligation of the Vendors under Clause 7.1 above shall arise subject to the Allottee having made timely payment of the full amounts of the Total Price/Agreed Consideration mentioned in **Schedule C** as per the Payment Plan mentioned therein as also the timely payment of all the Additional Liabilities and Deposits mentioned in **Schedule G** prior to the scheduled date of delivery of possession and subject to the Allottee complying with all his obligations under this Agreement and/or otherwise under the law and subject to the Allottee not committing any breach, default or violation.
- 7.2 **Procedure for taking Possession-** The Promoter/Owners, upon issue of the Partial or Full Completion Certificate by the Corporation, shall offer in writing (“**Notice for Possession**”) the possession of the said Apartment to the Allottee in terms of this Agreement to be taken by the Allottee within three months from the date of issue of the Notice for Possession and the Promoter shall give possession of the said Apartment to the Allottee subject to due compliance of Clause 7.1A by the Allottee and subsequently the Deed of Conveyance in favour of the Allottee shall be executed by the Vendors and the Allottee. The Allottee, after issue of notice for taking possession, agrees to pay the Maintenance Charges as determined by the Promoter/Association, Corporation taxes and other outgoings in respect of the said Apartment Unit from the date of issuance of the Partial or Full Completion Certificate. At the request of the Allottee, the Promoter shall hand over a copy of the Partial or Full Completion Certificate relating to the said Apartment. The Promoter/Owners shall offer the possession to the

Allottee in writing within 7 days of receiving the Partial or Full Completion Certificate.

- 7.3 **Failure of Allottee to take possession of the said Apartment-**
Upon receiving a written intimation from the Promoter/Owners as per Clause 7.2, the Allottee shall make full payment of all dues and comply with all its obligations as mentioned in Clause 7.1A and thereafter take possession of the said Apartment from the Promoter/Owners by executing necessary indemnities, undertakings and other documentation prepared by the Promoter/Owners through the Project Advocates including those prescribed in this Agreement and the Promoter/Owners shall give possession of the said Apartment Unit to the Allottee. In case the Allottee fails to comply with Clause 7.1A and make all payments or fails to take possession within the time provided in Clause 7.2, such Allottee shall be liable to pay a sum of Rs. /- per month as Holding Charges till the date when actual possession is taken by the Allottee and the Allottee shall continue to be liable to make all payments and comply with all obligations as mentioned in Clause 7.1A and shall also be liable to pay Maintenance Charges, Corporation taxes and other outgoings as specified in Clause 7.2 from the date mentioned therein irrespective of possession not being taken by the Allottee and interest at the rate specified in Rule 17 of the Rules shall also be payable on the delayed payment.
- 7.4 **Possession by Allottee-** After obtaining the full Completion Certificate and handing over physical possession of the Apartments to all the Allottees, it shall be responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the Association as per the local laws.
- 7.5 **Cancellation by Allottee-** The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act subject to the Allottee having complied with all his obligations under this Agreement till that time including making timely payment of all amounts payable under this Agreement till that time and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law; Provided that where the Allottee proposes to cancel/withdraw from the Project for any reason other than default of the Promoter/Owners under this Agreement, the Promoter/Owners herein are entitled to forfeit the Booking Amount paid for the allotment along with all interest liabilities of the Allottee in terms of Section 19 (6) and (7) of the Act accrued till date of such cancellation at such rate of interest that may be prescribed by the authority from time to time. Only the balance amount of money, if any, paid by the Allottee to the Promoter/Owners towards the Total Price/Agreed Consideration shall be returned by the Promoter/Owners to the Allottee without any

interest upon cancellation within 45 days from the date of cancellation/withdrawal from the Project or such further time as may be agreed between the parties. It is expressly agreed that 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 under any circumstances in case of any cancellation of this Agreement for any reason including under this clause. The Promoter/Owners shall not have any other liability or obligation whatsoever and shall be entitled to deal with, dispose of and/or sell the said Apartment Unit to anyone else without any reference to the Allottee after the date of termination.

- 7.6 **Compensation.**- The Owners shall compensate the Allottee in case of any loss caused to him solely due to defective title in respect of the said Land that is known to the Owners but has not been disclosed to the Allottee or which the Allottee could not have found out in spite of due diligence and care, in the manner as provided under the Act subject to the Allottee not having committed default or violation or breach or non-compliance of any of the terms and conditions of this Agreement and subject to the Allottee having made timely payments of all amounts under this Agreement and/or otherwise required under law. It is further made clear that under no circumstances shall the Owners be liable for any defective title not attributable to the Owners and/or for any defect that existed prior to purchase of the said Land by the Owners and/or their predecessor-in-title. The Promoter shall not have any liability regarding the title since the same is the responsibility, obligation and liability solely of the Owners.

Except for occurrence of a Force Majeure event or reasons beyond control, if the Promoter/Owners fail to complete or are unable to give possession of the said Apartment (i) in accordance with the terms of this Agreement by the date specified in Schedule A or any extension thereof; or (ii) due to discontinuance of the Promoter's business on account of suspension or revocation of the registration under the Act, or for any other reason solely attributable to the Promoter/Owners, the Promoter/Owners shall be liable on written 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 the Promoter towards the Total Price/Agreed Consideration of the said Apartment, with interest at the rate specified in Rule 17 of the Rules which shall be deemed to be the compensation under the Act within forty-five days of it becoming due or within such further time as may be agreed between the parties subject to the Allottee not having committed default or violation or breach or non-compliance of any of the terms and conditions of this Agreement and subject to the Allottee having made timely payments of all amounts under this Agreement and/or otherwise required under law. If the Allottee does not withdraw from the Project within forty-five days of the date specified in Schedule A, then it shall be deemed that the

Allottee has voluntarily opted not to withdraw from the Project and thereafter the option of withdrawal shall not be applicable after such forty-five days and/or shall cease to be valid or have effect;

Provided that where the Allottee does not withdraw from the Project, the Allottee may claim from the Promoter/Owners interest at the rate specified in Rule 17 of the Rules for every month of delay, till the handing over of the possession of the said Apartment which shall be paid by the Promoter/Owners to the Allottee within forty five days or any extended period of time of it becoming due. Any interest or compensation payable to the Allottee may be adjusted against the interest receivable by the Promoter/Owners from the Allottee for delayed payment in terms of this Agreement.

8. REPRESENTATIONS AND WARRANTIES OF THE VENDORS:

The Vendors hereby represent and warrant to the Allottee as follows:

- (i) The Owners have marketable title with respect to the said Land. The devolution of title in favour of the Owners in respect of the said Land is as mentioned in **Schedule-I** hereto. The Owners have actual, physical and legal possession of the said Land for the Project and the same has been made available to the Promoter for the purpose of development and construction pursuant to the Development Agreement;
- (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 created by the Vendors;
- (iv) As per the knowledge of the Vendors, there are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the said Apartment;
- (v) All approvals, licenses and permits issued by the Corporation with respect to the Project, said Land and the said Apartment are valid and subsisting and have been obtained. Further, the Vendors have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, the said Land, the Building and the said Apartment and Common Areas;
- (vi) The Vendors have the right to enter into this Agreement and have not committed or omitted to perform any act or thing whereby the right of the Allottee created herein, may prejudicially be affected;
- (vii) The Vendors have not entered into any agreement for sale or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Vendors confirm that the Vendors are not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

- (ix) At the time of execution of the Deed of Conveyance, the Promoter/Owners shall hand over lawful, vacant, peaceful, physical possession of the said Apartment to the Allottee and the Common Areas shall be handed over to the Association after the execution and registration of the Deed of Transfer in favour of the Association;
- (x) The said Apartment is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Apartment;
- (xi) The Vendors have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable by them as per applicable law with respect to the Premises to the Corporation till the Partial or Full Completion Certificate is issued;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Apartment) has been received by or served upon the Vendors adversely affecting the said Land and/or the Project to the best of their knowledge and belief;
- (xiii) The said Land is not Waqf property.

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

9.1 Subject to the Force Majeure conditions and reasons beyond control, the Promoter/Owners shall be considered under a condition of Default, in the following events subject to the Allottee having complied with all his obligations under this Agreement including making timely payment of all amounts payable under this Agreement and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law:

- (i) Promoter/Owners fail(s) to offer to provide ready to move in possession of the said Apartment to the Allottee within the time period specified in Schedule 'A' or any extension thereof. For the purpose of this para 'ready to move in possession' shall mean that the said Apartment shall be in a habitable condition as per the specifications as mentioned in the Agreement
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by the Promoter/Owners under the conditions listed above, Allottee is entitled to the following subject to the Allottee

having complied with all his obligations under this Agreement including making timely payment of all amounts payable under this Agreement and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law:

- (i) Stop making further payments to the Promoter/Owners as demanded by the Promoter/Owners. If the Allottee stops making payments the Promoter/Owners shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter/Owners shall be liable to refund the entire money paid by the Allottee towards the Total Price/Agreed Consideration for transfer of the said Apartment, along with interest at the rate specified in Rule 17 of the Rules within forty-five days of receiving the termination notice or within such further time as may be agreed between the parties. The fees and expenses relating to this Agreement including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, brokerage etc. shall not be refundable. If, however the Allottee does not withdraw from the Project within forty-five days of the date specified in Schedule A, then it shall be deemed that the Allottee has voluntarily opted not to withdraw from the Project and thereafter the option of withdrawal shall not be applicable and/or shall cease to be valid or have effect;

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter/Owners, interest at the rate specified in Rule 17 of the Rules, for every month of delay till the handing over of the possession of the said Apartment, which shall be paid by the Promoter/Owners to the Allottee within forty-five days of it becoming due or within such further time as may be agreed between the parties.

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

- (i) In case the Allottee fails to make payments of the demands made by the Promoter/Owners as per the Payment Plan under **Schedule C** hereto and/or timely payment of the Additional Liabilities and Deposits under **Schedule 'G'** hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Promoter/Owners 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/Owners in this regard, the Promoter/Owners may cancel the allotment/Agreement of the said Apartment in favour of the Allottee and refund the money paid to the Promoter/Owners by the Allottee towards the Total Price/Agreed Consideration after deducting the Booking Amount and the interest liabilities and this Agreement shall thereupon stand terminated and the Promoter/Owners shall be free to deal with, dispose of, sell and/or transfer the said Apartment Unit 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. Provided that the Promoter/Owners shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. **CONVEYANCE OF THE SAID APARTMENT:**

The Vendors, on receipt of Total Price/Agreed Consideration of the said Apartment as per Clause 1.2 and the Additional Liabilities and Deposits mentioned in **Schedule G** and all other amounts or dues payable by the Allottee hereunder or in law in respect of the said Apartment Unit including Maintenance Charges, electricity charges, Corporation and other taxes and levies and other outgoings from the Allottee and due compliance by the Allottee of all his obligations under this Agreement or otherwise under law, shall execute a Deed of Conveyance in respect of the said Apartment Unit within 3 months from the date of issuance of the Completion Certificate, to the Allottee:

However, in case the Allottee fails to pay any amount including depositing the stamp duty and/or registration charges and/or incidental expenses and/or legal expenses within the period mentioned in the notice, the Allottee authorizes the Vendors to withhold registration of the Deed of Conveyance in his/her favour till full and final settlement of all dues and payment of stamp duty and registration charges and incidental expenses to the Vendors is made by the Allottee for which the Allottee shall remain solely responsible. The Allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899 including any actions taken or deficiencies / penalties imposed by the competent authorities.

11. **MAINTENANCE OF THE BUILDING/ APARTMENT/ PROJECT**

Subject to payment of maintenance charges by all Allottees of the Project (including the Allottee herein) the Promoter shall be

responsible to provide and maintain essential services in the Project till the offer to the Association to take over of the maintenance of the Project upon the issuance of the Completion Certificate of the Project. The cost of such maintenance has not been included in the Total Price/Agreed Consideration of the said Apartment and the same shall be paid by the Allottee as agreed with the Promoter forthwith 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 from third party manufacturers) 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, 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 Provided However that the Promoter shall not be liable under any circumstances if any additions, alterations and/or modifications etc. have been made in the Building, Common Areas and/or any of the Apartments by the 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 Allottees and/or occupants of the Building.

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 Apartment Unit on the specific understanding that his right to the use of Common Areas shall be subject to timely payment of total Maintenance Charges, as determined and thereafter billed by the Maintenance 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 APARTMENT FOR REPAIRS :

The Promoter/Maintenance Agency/Association shall have rights of unrestricted access to all Common Areas mentioned in **Schedules D and E** 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 Apartment 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 APARTMENT:**

16.1 Subject to Clause 12 above, the Allottee shall after taking possession, be solely responsible to maintain the said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the said Apartment 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 Apartment and shall keep the said Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

16.2 The Allottee further undertakes, assures and guarantees that he/she 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 Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the said Apartment.

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 The Allottee agrees, covenants and undertakes to observe and comply with the covenants and/or house rules mentioned in **Schedule J** and shall be liable and responsible for all losses and damages arising in case of default, violation and/or breach of any of them.

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

The Allottee is entering into this Agreement for allotment of the said Apartment with the 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 Apartment, all the requirements, requisitions, demands and repairs which are required by any competent authority at his own costs.

18. ADDITIONAL CONSTRUCTIONS:

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:

After the Promoter executes this Agreement it shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take the said Apartment. 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. 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 Apartment Unit, a release/no

objection/ clearance shall be obtained by the Promoter in respect of the same. Similarly, the Allottee shall be entitled to take housing loans for the purpose of purchasing the said Apartment Unit in the Project 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:

The Vendors have assured the Allottee that the Project in its entirety is planned in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972.

21. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Vendors does not create a binding obligation on the part of the Vendors 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 Vendors. If the Allottee fails to execute and deliver to the Vendors 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 Vendors, then the Vendors 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 Vendors 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 Apartment.

23. RIGHT TO AMEND:

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

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 Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the said Apartment, in case of a transfer that is validly made with the prior written consent of the Promoter/Owners, as the said obligations go along with the said Apartment for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE:

25.1 The Promoter/Owners may, at their 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/Owners in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter/Owners to exercise such discretion in the case of other Allottees. However, such waiver, if any, shall be deemed to be a temporary waiver only and in case of the Promoter/Owners 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/Owners. 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/Owners 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.

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 of the said Apartment bears to the total carpet area of all the Apartments 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 Vendors through their respective authorized signatory/constituted attorney at the Promoter's Office, or at some other place, which may be mutually agreed between the Vendors 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:

All notices to be served on the Allottee and the Vendors as contemplated by this Agreement shall be deemed to have been duly

served if sent to the Allottee or the Vendors by Registered Post at their respective addresses specified below:

Name and Address of Allottee:

(1) _____ and (2) _____ both residing at

Names and Address of Owners:

(1) **Mr. Basudev Mitra** having his PAN **AIDPM8616K** by religion Hindu residing at C/o, D 2/6, Animikha Housing, 10 Biswa Bangla Sarani, DLF 1, New Town, North 24 Parganas, P.O-New Town P.S-New Town, West Bengal 700156 (2) **Mr. Debesh Mitra** having his PAN **AEIPM6101N** by religion Hindu, residing at 700E, Block P, P.O & P.S - New Alipore (3) **Mr. Ashoke Mitra** having his PAN **AGAPM3168M** by religion Hindu, residing at W 1 C 061 Wellington Estate, DLF Phase - 5, Near DLF Golf Course Sector – 53 Chakarpur (74) Farrukhnagar Gurgaon P.O & P.S Sushant Lok, Haryana 122002,

Name and Address of Promoter:

Orbit Tirupati Towers Private Limited (previously known as Tirupati Tower Private Limited), of 1, Garstin Place, Police Station Hare Street, Post Office General Post Office Kolkata, Kolkata – 700 001

It shall be the duty of the Allottee and each of the Vendors to inform the other parties 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 each of the Vendors or the Allottee as the case may be.

31. JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by either of the Vendors 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.

The General Terms and Conditions (GTC) on the basis of which the transaction has been entered into shall continue to be valid and subsisting and shall be deemed to be a part of this Agreement. Waiver or limitation of any right or interest and/or any consent given by any party in this Agreement and/or any part hereof and/or in any document hereafter, shall be valid and binding and the same shall also be deemed to be voluntarily given, repeated and/or reiterated by such party subsequent to the signing of this Agreement.

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.

The Additional Terms mentioned below have been mutually agreed upon as per the contractual understanding between the parties. Such Additional Terms are not intended to be in derogation of or inconsistent with the mandatory terms and conditions of the Act and the Rules and Regulations made thereunder.

34. ADDITIONAL TERMS

Notwithstanding anything to the contrary contained hereinbefore, the parties have mutually agreed to the following terms which shall be valid and binding on them in addition to and/or in modification/supercession of those contained hereinbefore:

(i) Besides the additions and alterations permissible under the Act and/or Rules, the Allottee has consented to and/or hereby irrevocably consents that the Promoter may make modifications, additions and alterations within permissible and/or prevailing norms regarding the construction and the specifications of the Building, the Common Areas, the ground floor layout and/or the said Apartment as may be deemed necessary and/or as may be advised by the Architects and/or as may be required by any authority including the Corporation and the same is and shall be deemed to be the previous written consent under the Act. Prior to the booking of the said Apartment Unit the Allottee had been informed and made aware that the ground floor layout including the Common Areas and its location may undergo changes

and/or modifications and the Allottee has consented to and/or hereby consents to the same and this is and shall be deemed to be the previous written consent of the Allottee in terms of the Act. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price/Agreed Consideration and that the total number of Common Areas mentioned in Schedule 'E' shall not be reduced to the detriment of the Allottee.

(ii) The decision of the Architects regarding the quality and specifications of the materials and the workmanship regarding construction and completion shall be final and binding on the parties.

(iii) With effect from the Date of Possession and/or the date of expiry of the period specified in the Notice mentioned in Clause 7.2, whichever is earlier, the Allottee shall be deemed to have fully satisfied himself in all respects including the Plans, the construction and the quality, specifications and workmanship thereof, the carpet area and built-up area and super built-up area, the quality of materials used, the structural stability and completion of the Building, the Common Areas, the said Apartment, etc. and shall not thereafter be entitled to raise any objection or make any claim regarding the same.

(iv) From the Date of Possession, the Allottee shall be liable to pay the monthly charges for use of electricity to the said Apartment Unit as per sub-meter/independent meter installed for the same within seven days of issue of bill.

(v) After the Date of Possession or within 30 days from the date of execution of the Deed of Conveyance, whichever is earlier, the Allottee shall apply for mutation to the Authorities and shall take all necessary steps and complete, at the Allottee's own costs, the mutation of the said Apartment Unit in the Allottee's name within 6 months thereafter. Within 3 (three) months of the mutation of the said Apartment Unit in the Allottee's name, the Deposit for Municipal Taxes mentioned in Item No. (b) of Part II of Schedule G shall be refunded to the Allottee.

(vi) In case of there being a failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law, then the Promoter/Owners shall be entitled to issue a Notice to the Allottee calling upon the Allottee to rectify, remedy, make good or set right the same within one month from the date of issue of such Notice. If the Allottee does not comply with the said Notice to the satisfaction of the Vendors within the above time, then the Allottee shall be liable to pay to the Promoter/Owners compensation and/or damages that may be quantified by the Promoter/Owners and in default of such payment

within 30 days, the Promoter/Owners may terminate the allotment /Agreement of the said Apartment in favour of the Allottee. In case of termination the provisions under sub-clause 9.3 (ii) shall be applicable regarding the amount that shall be refundable and the time for the same.

(vii) If any act or omission of the Allottee results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or the construction of the Building or any portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, sale or disposal of any Apartment or portion of the Building, then in that event the Allottee shall also be liable to pay to the Promoter/Owners compensation and/or damages that may be quantified by the Promoter/Owners.

(viii) Besides the aforesaid rights, the Promoter/Owners shall also be entitled to enforce any other right to which the Promoter/Owners may be entitled to in law by reason of any default or breach on the part of the Allottee.

(ix) Neither any of the (i) open and covered spaces in the Building and the said Land that are not included in the Common Areas mentioned in **Schedule E**, (ii) Roof of the Building at the Premises excluding the Common Roof Area, (iii) other Apartments, Apartment Units and Car Parking Spaces in the Building (except the right to park medium sized car(s) in the said Car Parking Space) and/or the Premises, (iv) right of further construction on any part of the open land/space comprised in the said Land or raising of any additional floor/storey/construction on the roof of the Building including the Common Roof Area or right of installation of any mechanical car parking system on any part of the Premises and (v) Exclusive Private Roof Area Rights in respect of the Exclusive Private Roof Area are intended to be transferred, nor the same shall be transferred in favour of the Allottee in as much as the same shall belong exclusively to the Promoter/Owners and the Allottee shall have no right, title, interest, claim or entitlement whatsoever in respect thereof and the Promoter/Owners shall be entitled to use, utilise, transfer, sell, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by the Promoter/Owners in their absolute discretion, without any reference to the Allottee who hereby consents to the same and hereby disclaims, relinquishes, releases and/or waives any right, title, interest, entitlement or claim that the Allottee may be entitled to, both in law or any equity, in favour of the Promoter/Owners.

(x) The Proportionate share of the Allottee shall be variable depending on Additional/Further Constructions, if any, made by the Promoter from time to time and the Allottee hereby irrevocably consents to the same. Any such variation shall not affect the Total

Price / Agreed Consideration and no claim can be raised regarding the same by the Allottee and the Allottee shall not be entitled to and covenants not to demand any refund out of the Total Price / Agreed Consideration paid by the Allottee on the ground of or by reason of any variation of the Proportionate share.

(xi) The Promoter shall be entitled at all times to install, display and maintain its name and/or logo on the roof (including Common Roof Area) of the Building and/or other areas in the Building and/or the Premises by putting up hoardings, display signs, neon signs, lighted displays, etc. and all costs regarding the same shall form part of Common Expenses and no one including the Allottees and the Association shall be entitled to object or to hinder the same in any manner whatsoever.

(xii) Save and except the right of obtaining housing loan in terms of Clause 19 above, the Allottee shall not have any right or lien in respect of the said Apartment Unit till physical possession is made over to him after payment of all amounts by the Allottee.

(xiii) The Deed of Conveyance and all other papers and documents in respect of the said Apartment Unit and the Premises shall be prepared and finalised by the Project Advocates and the Allottee has agreed and undertaken to accept and execute the same within 15 days of being required by the Promoter/Owners after complying with all obligations that are necessary for the same. In default, the Allottee shall be responsible and liable for all losses and damages that the Promoter/Owners may suffer.

(xiv) The Promoter shall take steps for formation of the Association. Any association, company, syndicate, committee, body or society formed by any of the Allottees without the participation of the Vendors shall not be entitled to be recognised by the Vendors and shall not have any right to represent the Allottees or to raise any issue relating to the Building or the Premises. The maintenance of the Premises shall be made over to the Association within the time mentioned in the West Bengal Apartment Ownership Act, 1972 and upon such formation the Association shall be responsible for the maintenance of the Building and the Premises and for timely renewal of all permissions, licenses, etc. After handing over of the maintenance of the Premises to the Association, the Promoter shall transfer and make over the Deposits, if any, that may have been made by the Allottees, to the Association after adjusting its dues, if any.

(xv) All the Allottees as also the Allottee herein shall become members of the Association without raising any objection whatsoever and abide by all the rules, regulations, restrictions and bye-laws as be framed and/or made applicable by the Promoter.

(xvi) All papers and documents relating to the formation of the Association shall be prepared and finalised by the Promoter and the Allottee hereby consents to accept and sign the same.

(xvii) The employees of the Maintenance Agency for the common purposes such as watchmen, security staff, caretaker, liftmen, sweepers etc. shall be employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment subsisting with the Maintenance Agency and the Allottee hereby consents to the same and shall not be entitled to raise any objection thereto.

(xviii) The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein and/or in the several Deeds of Conveyance which provisions and covenants shall, in any event, have an overriding effect and any contrary rules, regulations and/or amendments of the Association shall be void ab initio.

(xix) All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by all Allottees of the Building including the Allottee herein.

(xx) The rights of the Promoter, the Maintenance Agency and the Association relating to certain matters are more fully specified in **Schedule L** and the Allottee has irrevocably agreed to be bound by the same.

(xxi) The Allottee shall from the Date of Possession, use and enjoy the said Apartment Unit in the manner not inconsistent with the Allottee's rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Allottees and/or the Vendors.

(xxii) The obligations and covenants of the Allottee in respect of the user, maintenance and enjoyment of the said Apartment Unit, the Common Areas, the Building and the Premises including payment of Maintenance Charges, electricity charges, Corporation and other taxes and other outgoings are more fully specified in Clause 16 and Schedule J and the same shall be binding on the Allottee. It is expressly made clear that after issue of the Notice for Possession all costs, expenses and outgoings in respect of the said Apartment Unit including for Maintenance Charges, electricity charges, Corporation taxes and other outgoings, charges, rates, taxes, levies, cess, deposits including security deposits or assessments pertaining to the said Apartment Unit, shall become payable by the Allottee from the date of issuance of the Partial or Full Completion Certificate notwithstanding anything to the contrary contained in Clause 16 or elsewhere in this Agreement. Such liability shall continue till the same is paid by the Allottee or the

Agreement/ Allotment is cancelled/terminated.

(xxiii) The Maintenance Charges and proportionate Common Expenses shall be paid by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use any or all of the Common Areas and also irrespective of whether or not the Allottee is granted facility of parking any car in the Mechanical Car Parking System by the Promoter and any non-user or non-requirement in respect of any Common Areas or parking facility (if so granted) shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Allottee in respect of the said proportionate Common Expenses and/or Maintenance Charges. Any use of the Mechanical Car Parking System by the Allottees including the Allottee shall be subject to Force Majeure and interruptions, inconveniences and mechanical faults associated with its use and the Promoter and the Maintenance Agency shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the same and the Purchaser hereby consents to the same and agrees to keep the Vendors fully indemnified in respect thereof.

(xxiv) The certified copies of deeds relating exclusively to the Premises that are available with the Vendors along with related documents and certified copy of Plans of the Building shall be handed over by the Vendors to the Association within 3 (three) months of handing over of maintenance of the Building to the Association.

(xxv) From the date of offering the handing over of maintenance to the Association, the Vendors shall not have any responsibility whatsoever regarding the Building and the Premises and/or any maintenance, security, safety or operations including relating to fire fighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, meters and connection, etc and/or for any statutory compliances, permissions and licenses regarding the Premises and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Allottees including the Allottee and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The Allottees including the Allottee and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire license etc. and the Vendors shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of offering the handing over of maintenance, the Vendors and/or their directors, employees or agents shall not have any liability or responsibility whatsoever under any circumstance.

(xxvi) The Allottee has irrevocably consented and/or hereby irrevocably consents that the Promoter shall be entitled to make in future Additional/Further Constructions by way of additional/further construction in the Premises including by raising of any additional floor/storey/construction over the roof of the Building (including the Common Roof Area) and/or by way of construction of additional buildings/structures in the open land/spaces in the Premises and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the Building and/or the Common Areas and such future Additional/Further Constructions/ exploitation shall belong exclusively to the Vendors who shall be entitled to sell, transfer and/or otherwise deal with and dispose of the same in any manner whatsoever and appropriate all considerations and other amounts receivable in respect thereof. For the aforesaid purpose the Promoter is entitled to shift any part of the Common Areas (including common areas and installations, lift machine rooms and water tanks and the Common Roof Area) to the ultimate roof and also to make available the Common Areas and all utility connections and facilities to the additional/further constructions. The Promoter shall, if required, be entitled to obtain necessary permission / sanction from the concerned authorities regarding the above or get the same regularized/approved on the basis that the Vendors have an irrevocable sole right in respect of the same and the Allottee has irrevocably consented and/or hereby irrevocably consents to the same. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price/Agreed Consideration and that the total number of Common Areas mentioned in Schedule 'E' shall not be reduced to the detriment of the Allottee.

(xxvii) Until a Deed of Conveyance is executed in favour of the Allottee, the Allottee shall not be entitled to mortgage or encumber or sell or alienate or dispose of or deal in any manner whatsoever with the said Apartment Unit or any portion thereof and/or any right therein and/or under this Agreement (“**Alienation**”) except for the purpose of housing loan in terms of Clause 19 unless all the following conditions are complied with:-

- a) A minimum period of 1 (one) year has passed from the date of this Agreement.
- b) There is no default whatsoever by the Allottee in compliance with and/or performance of any of the Allottee’s covenants, undertakings and obligations under this Agreement or otherwise.
- c) The Allottee has made full payment of the Total Price / Agreed Consideration, the Additional Liabilities and Deposits mentioned in **Schedule G** due or payable till the time of such Alienation including interest and penalties, if any.
- d) The Allottee or the assignee, nominee, etc. has made payment to the Promoter/Owners sum calculated at the rate of 1% per cent of total amount payable by the nominee including purchase price of

the Allottee and his profit/nomination charges) as transfer charges (hereinafter referred to as “**the Transfer Charges**”). The Allottee shall also pay the applicable Goods and Services Tax thereon, if any. However, no Transfer Fee shall be payable in case of transfer to the mother or father or spouse or child of the Allottee. It is further clarified that inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a transfer unless such joint Allottee is a mother or father or spouse or child of the original Allottee. Similarly, in case of the Allottee being a company/limited liability partnership, inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a transfer unless such new joint Allottee is a group company/limited liability partnership in which the Allottee owns at least 51 per cent of the entire equity share capital/partnership interest as also complete management control.

- e) The Allottee shall deposit with the Promoter/Owners No Objection Certificate from the Bank and/or a letter of release of charge/ mortgage/ security regarding the said Apartment Unit including the documents pertaining to the said Apartment Unit.
- f) Prior consent in writing is obtained from the Promoter/Owners regarding the proposed Alienation.
- g) Any additional income tax liability that may become payable by the Vendors due to nomination by the Allottee because of higher market valuation as per the Registration Authorities on the date of nomination, shall be compensated by the Allottee paying to the Vendors agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time. Such amount shall be payable by the Allottee on or before the nomination.
- h) The Allottee shall cooperate with the Promoter to form the Association under the provision of the West Bengal Apartment Ownership Act 1972 and shall also execute and sign all the necessary documents in connection with the formation of the Association under the provision of the West Bengal Apartment Ownership Act 1972.

(xxviii)After the execution and registration of the Deed of Conveyance, the Allottee may sell the said Apartment Unit subject to the following conditions:

- a) The said Apartment Unit shall be one lot and shall not be partitioned or dismembered in parts. In case of sale in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.
- b) The sale of the said Apartment Unit by the Allottee shall not be in any manner inconsistent with this Agreement and/or the Deed of Conveyance and the covenants contained herein and/or in the Deed of Conveyance shall run with the land and/or transfer. The person(s) to whom the Allottee may sell the said Apartment Unit

shall be bound by the same terms, conditions, agreements, covenants, stipulations, undertakings and obligations as are applicable to the Allottee by law and/or by virtue of this Agreement and/or the Deed of Conveyance.

- c) All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, Corporation and other taxes etc. relating to the said Apartment Unit payable to the Maintenance Agency, the Corporation and other concerned persons/entities are paid by the Allottee in full prior to the proposed sale. Such dues, if any, shall in any event, run with such proposed sale.

(xxix) Notwithstanding anything contained in clause 12 hereinabove the Promoter shall not be liable to rectify any defect occurring under the following circumstances:-

- a) If there are changes, modifications or alterations in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee takes over possession of the said Apartment, 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;
- b) If there are changes, modifications or alteration in electrical lines and wirings after the Allottee takes over possession of the said Apartment, 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;
- c) 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;
- d) If the Allottee after taking physical possession of the said Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the said Apartment by making any changes in the said Apartment then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;
- e) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter

shall get it rectified at its own cost.

- f) 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.
- g) Any electrical fittings and/ or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/ or in the said Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.
- h) Any defect due to force majeure.
- i) Failure to maintain the amenities / equipment
- j) Due to failure of AMC
- k) Regular wear and tear
- l) 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 said Apartment, 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

(xxx) Notwithstanding anything to the contrary contained elsewhere in this Agreement or otherwise it is hereby expressly agreed and made clear as follows:

- (a) The open and covered Car Parking Spaces including Mechanical Car Parking System sanctioned by the Corporation are meant to be used only for parking cars by the Allottees of this Project only.
- (b) The total number of open and covered Car Parking Spaces including Mechanical Car Parking System in the Project exceeds the total number of Apartments in the Project. The sizes of the Apartments are different and the Car Parking Space requirement of the Allottees also varies.
- (c) For the sake of certainty and clarity and to avoid any confusion, specified Car Parking Spaces including Mechanical Car Parking System shall be earmarked and allotted along with specified

Apartments so that the same cars are parked in the same space every day.

(d) Accordingly, at the request of the Allottee, the Promoter has agreed to allot the said Car Parking Space, if any, mentioned in Schedule A for exclusive use by the Allottee.

SCHEDULE 'A'- SAID APARTMENT UNIT

Part – I (said Apartment)

ALL THAT the residential Apartment No. _____ on the _____ Floor measuring about _____ square feet Carpet Area and _____ square feet Built Up Area and mutually accepted by the parties to be equivalent to _____ square feet agreed Super Built-up Area in the Project named “**ORBIT** _____” being constructed at Premises no. _____ Police Station New Alipore, Kolkata 700 053 (described in Schedule H below)

Part - II

(said Car Parking Space)

ALL THAT the right to park:

- (i) **Nil** car(s) in the covered car parking space in the ground floor of the Building;
- (ii) **Nil** car(s) in the open car parking space located in the open area surrounding or adjacent to the Building;
- (iii) 1 set car parking space accommodate _____ cars in the Mechanical Car Parking System in the covered area on the Ground Floor.
- (iv) **Nil** car(s) in the Mechanical Car Parking System in the covered area on the ground floor.

The said Apartment is to be made ready for handing over possession by 30th August, 2025 with a Grace Period of 6 months unless there is delay due to Force Majeure or reasons beyond control.

SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT

SCHEDULE 'C'- PRICE DETAILS & PAYMENT PLAN

Sl. No	Particulars		Amount (Rs.)
1	On Booking	10%	
2	On or before Agreement	10%	
3	On or before 1 st Floor Casting	10%	
4	On or before 2 nd Floor Casting	10%	
5	On or before 3 rd Floor Casting	10%	
6	On or before 4 th Floor Casting	10%	
7	On or before 5 th Floor Casting	10%	
8	On or before 6 th Floor Casting	10%	
9	On or before Brickwork of the said Apartment	5%	
10	On or before Flooring of the said Apartment	5%	
11	On or before Possession of the said Apartment Unit	10%	
	Total	100%	

In terms of the Development Agreement, the Owners are entitled to the entire consideration in respect of the Apartment Units comprised in the Owners' Area while the Promoter is entitled to the entire consideration in respect of the Apartment Units comprised in the Promoter's Area. Under the circumstances, The Total Price / Agreed Consideration payable hereunder is payable to the Promoter as the said Apartment Unit described in Schedule A is comprised in the Promoter's Area.

SCHEDULE 'D'- SPECIFICATIONS, AMENITIES, FACILITIES WHICH ARE PART OF THE SAID APARTMENT

(Specifications)

Structure	Earthquake Resistant RCC Structure
Flooring	Bedroom & Living Areas – Imported Marble Terrace – Anti Skid Tiles <u>KITCHEN & TOILETS</u> Flooring – Anti Skid Tiles Wall - Anti Skid Tiles
Sanitary	Jaquar, Kohler or Equivalent Make

Doors	Teak Wood Veneered Flush doors in Bedrooms, Bathrooms and Kitchen
Windows	Power Coated Windows as per Architect's Design
Electricals	Concealed Copper wiring within the Apartments Modular switches of reputed make
Elevator	1 (one) automatic Elevator of KONE or equivalent make
Elevation	Texture Paint as per the Architect's Specifications and Design
Wall Finish	Plaster of Paris
Water Proofing & Treatments	Anti-Termite Treatment during various stages of construction High quality waterproofing at required areas
Generator	100 per cent power backup at extra cost
Security	Intercom and CCTV surveillance

SCHEDULE 'E'- COMMON AREAS, AMENITIES AND FACILITIES WHICH ARE PART OF THE PROJECT

Common Areas

1. Lobby
2. Stairs
3. Lift well
4. Underground Tank
5. Overhead Tank
6. Lift Machine Room
7. Common Roof Area only
8. Fire Fighting Equipments and Fire Pump Room
9. Land comprised in the Premises

Notwithstanding anything contained above or elsewhere herein the contents of this Schedule are subject to changes by the Promoter and the rights in respect of the Common Areas are subject to the reservations and/or the rights of the Promoter under this Agreement. Notwithstanding anything to the contrary contained elsewhere it is hereby expressly agreed that the Exclusive Private Roof Area in

respect of which only the owners and occupiers of the Apartments on the top two floors of the Building shall have Exclusive Private Roof Area Rights shall not form part of the Common Areas under any circumstances.

SCHEDULE F- DEFINITIONS

- (a) “**Act**” means the Real Estate (Regulation and Development) Act, 2016;
- (b) “**Additional Liabilities**” shall mean the Additional Liabilities mentioned in **Part-I** of the **Schedule G** hereto all of which are to be paid by the Allottee in addition to the Total Price / Agreed Consideration and shall also include any other additional amounts that may be required to be paid by the Allottee;
- (c) “**Agreed Consideration/Total Price**” shall mean the consideration mentioned in **Schedule C** payable by the Allottee for purchase of the said Apartment Unit (excluding Goods and Services Tax which is payable additionally by the Allottee, as applicable from time to time);
- (d) “**Allottees**” shall, according to its context, mean all Allottees and/or intending Allottees of different Apartments in the Building including the Promoter/Owners in respect of such Apartments as may be retained and/or not alienated and/or not agreed to be alienated for the time being by the Promoter/Owners;
- (e) “**Apartment**” shall mean any residential apartment (including the servant quarter, if any, appurtenant thereto) and/or any other covered space in the Building which is capable of being exclusively occupied, used and/or enjoyed;
- (f) “**Apartment Unit**” shall mean any residential Apartment (including the servant quarter, if any, appurtenant thereto and/or any other covered space in the Building which is capable of being exclusively occupied, used and/or enjoyed by any Allottee, the right, if any, to park a car in a Car Parking Space and the right to use and enjoy the Common Areas mentioned in **Schedule E** hereto in common;
- (g) “**Architect(s)**” shall mean SDB Architects of Kolkata or such other Architect(s) whom the Promoter may from time to time appoint as the Architect(s) for the Building;
- (h) “**Association**” shall mean the Association to be formed under the West Bengal Apartment Ownership Act, 1972 which would comprise the Vendors and the representatives of the Allottees and be formed or incorporated for the Common Purposes with such rules and regulations as shall be framed by the Promoter;
- (i) “**Booking Amount**” shall mean 10(ten) per cent of the Total Price/Agreed Consideration which has been paid by the Allottee for booking of the said Apartment;

- (j) **“Building”** shall mean the building and/or structures to be constructed on the Premises as per the Plans and the other constructions and structures that may be constructed on the Premises from time to time;
- (k) **“Built-Up Area”** in relation to an Apartment shall mean the plinth area of that Apartment (including the area of bathrooms, if any, balconies, if any, servant quarter, if any, appurtenant thereto) and also the thickness of the walls (external or internal), the columns and pillars therein, provided that, if any wall, column or pillar be common between two Apartments then 1/2 (one-half) of the area under such wall, column or pillar shall be included in each of the Apartments;
- (l) **“Carpet Area”** shall have the meaning as ascribed to it under the Act;
- (m) **“Common Expenses”** shall mean all costs and expenses for the management, maintenance and upkeep of the Building, the Mechanical Car Parking System, the Common Areas and the expenses for Common Purposes including those mentioned in **Schedule K**;
- (n) **“Common Areas”** shall mean the common areas, facilities and installations in the Building and the Premises, as may be decided or provided by the Promoter for common use and enjoyment of the Allottees and which are indicated in **Schedule E** hereto which shall be used and enjoyed in common by all the Allottees
- (o) **“Common Purposes”** shall include the purpose of managing and maintaining the Premises, the Building, the Mechanical Car Parking System and in particular the Common Areas, rendition of services in common to the Allottees, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Allottees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas in common;
- (p) **“Common Roof Area”** shall mean only the specified portion / area of the ultimate roof of the Building, as may be decided and demarcated by the Promoter at any time prior to handing over possession of the said Apartment Unit, along with the Lift Machine Room and the water tank thereon, which only shall form part of the Common Areas;
- (q) **“Corporation”** shall mean the Kolkata Municipal Corporation and its different departments and officers and shall also include other concerned authorities that may recommend, comment upon, approve, sanction, modify and/or revise the Plans;
- (r) **“Date Of Possession”** shall mean the date on which the Allottee is handed over possession of the said Apartment;
- (s) **“Deed Of Conveyance”** shall mean the Deed of Conveyance to be executed by the Vendors in favour of the Allottee in respect of the said Apartment Unit upon the Allottee complying with all the obligations, paying and depositing all amounts in time and

- not committing any breach or default;
- (t) **“Deposits”** shall mean the amounts mentioned in **Part-II** of the **Schedule G** hereto and to be deposited by the Allottee and shall also include any other amount that the Allottee may be required to deposit;
- (u) **“Development Agreement”** shall mean and include the Development Agreement dated _____ registered at the office of the Additional Registrar of Assurance _____, Kolkata in Book No. I, Volume No. _____, Pages _____ to _____, Being No. _____ for the year _____ executed by and between the Owners and the Promoter relating to development of the Premises and shall also include all modifications, alterations and changes, if any, made and/or that may be made therein from time to time as also all documents executed pursuant thereto, including Powers of Attorney;
- (v) **“Exclusive Private Roof Area”** shall mean all portions of the roof over the ultimate top floor of the Building other than the Common Roof Area that shall be demarcated by the Promoter in respect of which only the owners and occupiers of the Apartments on the top two floors of the Building shall have Exclusive Private Roof Area Rights and in respect of which the Allottee, other Allottees and/or occupants of the Building shall have no right, title, interest, claim or entitlement whatsoever;
- (w) **“Exclusive Private Roof Area Rights”** shall mean the exclusive right and entitlement of use and enjoyment of the Exclusive Private Roof Area by the owners and occupiers of the Apartments on the top two floors of the Building (along with their guests and visitors) including beautifying and landscaping the same, making a private roof garden, making installations, erections and constructions permissible in law etc.;
- (x) **“Maintenance Agency”** shall mean the Promoter itself or any entity appointed by the Promoter for the Common Purposes or upon its formation, the Association;
- (y) **“Maintenance Charges”** shall mean the proportionate amount of Common Expenses payable monthly by the Allottee to the Maintenance Agency;
- (z) **“Car Parking Spaces”** shall mean the spaces on the ground floor of the Building as also in the open space surrounding or adjacent to the Building as also in the Mechanical Car Parking System in the covered area on the ground floor that may be earmarked by the Promoter for parking of medium sized cars;
- (aa) **“Mechanical Car Parking System”** shall mean the mechanical car parking systems having Dependent or Stack Car Parking System installed in covered area on the ground floor comprising of separate sets for parking cars, each set having 2 levels for parking of 2 cars (1 above and 1 below), and the _____ car parking spaces in each set may be allotted to 2 different Allottees to be used by them in co-operation and co-ordination with each

other and the term Mechanical Car Parking System shall mean and include all equipment, appliances, accessories thereof and the electricity and other connections thereto.

- (bb) **“Owners’ Area”** shall mean the areas to which the Owners are entitled to under the Development Agreement;
- (cc) **“Promoter’s Area”** shall mean the areas to which the Promoter is entitled to under the Development Agreement;
- (dd) **“Plan/Plans”** shall mean the plans of the Building which have been sanctioned and approved by the Corporation vide Building Permit No. _____ dated _____ and/or which may be finally revised/approved/sanctioned/regularised by the Corporation and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architect(s) and shall also include the variations, modifications, alterations and changes therein that may be made by the Vendors, if any, as well as all revisions, renewals and extensions thereof, if any;
- (ee) **“Premises”** shall mean the piece or parcel of land measuring about 8.74 Cottahs more or less having messuage tenement building and other structure erected thereon situate, lying at and being Premises No. _____ Police Station New Alipore, Kolkata 700 053 under Ward No. _____ of the Kolkata Municipal Corporation and morefully described in **Schedule H** hereto and the same shall also include wherever the context permits the constructions thereon from time to time including the Building as also Common Areas being constructed thereon;
- (ff) **“Project”** shall mean the development and construction at the Premises by the Promoter from time to time and shall include the Building (including Additional/Further Constructions) as also Common Areas being constructed thereon;
- (gg) **“:**
- (hh) **“Regulations”** means the Regulations that may be made under The Real Estate (Regulation and Development) Act, 2016 applicable to West Bengal;
- (ii) **“Rights on Allottee’s Default”** shall mean the rights mentioned in Clause 9.3 to which the Promoter/Owners shall be entitled in case of any default or breach by the Allottee;
- (jj) **“Rules”** means the West Bengal Real Estate (Regulation and Development) Rules, 2021;
- (kk) **“Said Apartment”** shall mean the Apartment described in **Part I** of **Schedule A** hereto;
- (ll) **“Said Apartment Unit”** shall mean the said Apartment, the said Car Parking Space, (if any) and the right to use and enjoy the Common Areas mentioned in **Schedule E** hereto in common;
- (mm) **“Said Land”** shall mean the land measuring about 8.74 Cottahs more or less comprised in the Premises;
- (nn) **“Said Car Parking Space”** shall mean the right to park medium sized car(s) if any, described in **Part II** of **Schedule A** hereto;

- (oo) “**Section**” means a section of the Act;
- (pp) “**Super Built-Up Area**” of the said Apartment Unit has been mutually agreed to be calculated by adding (i) the built-up area of the said Apartment and (ii) an agreed fixed percentage of 33 % (Thirty Three) per cent of the built up area of the said Apartment;
- (qq) **Masculine Gender** used in this Agreement shall include the feminine and neuter gender and vice versa and **Singular Number** shall include the plural and vice versa.

SCHEDULE G

PART I – ADDITIONAL LIABILITIES

The following are not included in the Total Price/Agreed Consideration and the Allottee has agreed and undertakes to pay the following within 15 (fifteen) days of demand without raising any objection whatsoever regarding the same:

- (i) Goods and Services Tax (GST) payable on the Total Price/Agreed Consideration and/or on sale/ transfer of the said Apartment Unit to the Allottee and payment of the same shall be made on or before the date the same is payable as per law or alongwith the payment of the respective instalment or within 15 days of demand by the Promoter/Owners, whichever is the earliest.
- (ii) Legal Fees of Rs. payable to the Project Advocates; 50 per cent of which shall be paid within 30 days from the booking of the said Apartment and the balance 50 per cent shall be paid within 15 days of Notice for Possession.
- (iii) Betterment and/or development charges and any other tax, duty levy, cess, or charge that may be imposed or charged, if any, by any concerned authority in connection with construction or transfer of the said Apartment Unit in favour of the Allottee.
- (iv) Stamp duty and registration fee and all other taxes, levies and other allied expenses relating to this Agreement for Sale, the Deed of Conveyance and all other papers and documents that may be required to be executed and/or registered in pursuance hereof and/or relating to the said Apartment Unit and any additional/deficit stamp duty, additional/deficit registration fee, penalty, interest or any other levy, if any, that may be imposed in this regard at any time together with miscellaneous expenses for registration of each document.
- (v) Price, cost, charges and expenses levied by the Promoter for any additional or extra work done and/or any additional amenity or facility provided and/or for any changes, additions, alterations or variation made in the said Apartment, and/or the agreed Specifications, including the costs, charges and expenses for revision/registration/regularisation of the Plans under Rule 26 in relation to the said Apartment.

- (vi) The Allottee shall pay Rs. /- (Rupees only) per square feet of super built up area of the said Apartment amounting to Rs. /- (Rupees only) to the Promoter on account of the following:
- a. For obtaining and providing electricity supply and meter, including, on account of transformer or electrical sub-station, if any, and its installation, HT/LT line supply, supply cables, switch gears, etc. The Allottee confirms and accepts that the Allottee shall bear and pay separately all the expenses (including the security deposit) payable to Calcutta Electric Supply Corporation Limited (CESC) for his separate meter.
 - b. For providing common generator as mentioned in Schedule E above
- (vii) Proportionate costs, charges and expenses for betterment and/or development charges or other levies that may be charged regarding the Premises or the Building or the construction in terms hereof.
- (viii) Proportionate costs, charges and expenses for providing any additional or special provision, fitting or amenity in the Building and/or the Premises by the Promoter.
- (ix) Proportionate costs, charges and expenses for formation of the Association.
- (x) Applicable Goods and Services Tax and any other tax, duty, levy, cess, etc., if applicable on the above amounts, shall be paid by the Allottee in addition to the above.

PART II –DEPOSITS

(a)	Deposit for Maintenance Charges for 12 months at the rate of Rs. /- (Rupees only) per square feet (subject to escalation) of Super Built up Area of the said Apartment.
(b)	Refundable Deposit equivalent to quarters Municipal Taxes at the rate of Rs. (Rupees only) per square feet of Super Built up Area of the said Apartment.
(c)	Deposit for electric supply/individual meter for the said Apartment as per actuals payable to the electricity supply authority.
(d)	Deposit for any other item in respect of which payment is to be made by the Allottee under Part-I of this Schedule.

The Deposit under Item Nos. (a) and (b) shall be paid by the Allottee to the Promoter within 15 days of Notice for Possession without raising any objection whatsoever regarding the same. The Deposit under Item Nos. (c) and (d) shall be paid by the Allottee to the

Promoter within (15) fifteen days of demand without raising any objection whatsoever regarding the same.

Applicable Goods and Services Tax and any other tax, duty, levy, cess, etc., if applicable, on the above amounts shall be paid by the Allottee in addition to the above.

The payments to be made under Item Nos. (ii), (iii), (v), (vi), (vii), (viii), (ix) and (x) of Part I above together with GST thereon as also all Deposits under Item Nos. (a) to (d) of Part II above together with GST thereon shall be payable to the Promoter irrespective of whether the said Apartment Unit is comprised in the Promoter's Area or the Owners' Area. The payments to be made under the remaining items mentioned in Part I above together with GST thereon shall be made in favour of the concerned Vendor.

SCHEDULE H - SAID LAND/PREMISES

ALL THAT message, tenement, and piece and parcel of land containing an area of 4.01 Cottahs (approx.) situate, lying at and being Premises No. 700E, Block P, Police Station New Alipore Post Office New Alipore Kolkata - 700053, Sub-Registration office at Alipore, Ward No.____, of the Kolkata Municipal Corporation and delineated on the map or plan annexed hereto and bordered "RED" thereon and butted and bounded as follows that is to say:

ON THE NORTH : By Partly Plot No. 698A & 698B;
 ON THE EAST : By Plot No 700D;
 ON THE SOUTH : By 30ft wide Road being RoadNo46A;
 ON THE WEST : By Plot No. 700F

OR HOWSOEVER OTHERWISE the same may be called known numbered described or distinguished

SCHEDULE I – DEVOLUTION OF TITLE OF THE OWNERS IN RESPECT OF THE PREMISES

A. One Dr. U.P.Basu was seized and possessed of and/or sufficiently entitled to Premises No. 23A/700E, Block P, New Alipore by virtue of an Indenture of Conveyance dated 25th July 1952 from Co-Operative Society Ltd. registered at the Office of Sub Registrar Alipore Sadar in Book No. I, Volume No. 53, Pages 291 to 296 being No. 4827 for the year 1952.

- B. Said Dr. U.P.Basu died on 1.12.1969 leaving his last Will dated 12.11.1969 whereby said Dr. U.P.Basu had bequeathed all his movable and immovable properties including the said Property to his wife Sudha Rani Basu which was duly probated in the Court of the Additional District Judge 5th Court at Alipore in Act 39 Case No. 10 of 1970 and accordingly said Sudha Rani Basu had become the absolute Owner of the said Premises.
- C. By a Deed of Conveyance dated 22nd November 1976 registered at the office of Registrar of Assurances Calcutta in Book No. I Volume No. 189, pages 213 to 221 Being No 4544 of 1976 said Sudha Rani Basu sold transferred and conveyed the said Premises in favour of Sri Ram Gopal Mitra.
- D. Said Ram Gopal Mitra died intestate on 19.03.2016 leaving behind his three sons namely Sri Basudev Mitra, Sri Debesh Mitra and Sri Ashoke Mitra as his only legal heirs and successors since his wife namely Ruby Mitra predeceased him on 14.08.2003.

By virtue of law of inheritance the aforesaid three sons of Late Ram Gopal Mitra became the joint absolute Owners of the said Premises and got their names mutated in the records of Kolkata Municipal Corporation being Assessee No _____ and are in absolute possession of the entirety of the said Premises

SCHEDULE J – ALLOTTEE’S COVENANTS & HOUSE RULES

1. The Allottee has agreed undertaken and covenanted to:
 - a) comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency from time to time;
 - b) permit the Maintenance Agency and its men, agents and workmen to enter into the said Apartment for the Common Purposes or the Project with prior reasonable notice except in case of emergency/urgency;
 - c) deposit the amounts for various purposes as required by the Promoter and/or the Maintenance Agency;
 - d) use and occupy the said Apartment only for the purpose of residence and shall not be entitled to and shall not kill, slaughter or otherwise harm or injure animals, livestock or birds etc. within the Building and/or the Premises or on any portion thereof;

- e) use the Common Areas mentioned in **Schedule E** without causing any hindrance or obstruction to other Allottees and occupants of the Building;
- f) keep the said Apartment and party walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Apartment in the Building and/or in the Premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Apartments and parts of the Building;
- g) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Apartment or the Common Areas for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise and also not to make any form of alteration to the external façade of the Building;
- h) maintain and/or remain responsible for the structural stability of the said Apartment and not to do anything which has the effect of affecting the structural stability of the Building and in case any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. - (Rupees only) per square feet of the super built up area of the said Apartment Unit together with applicable Goods and Services Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;
- i) use and enjoy the Common Areas only to the extent required for ingress to and egress from the said Apartment of men, materials and utilities;
- j) sign and deliver to the Promoter all papers, applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Apartment from the CESC Limited in the name of the Allottee and until the same be obtained, the Promoter shall provide or cause to be provided reasonable quantum of electricity from its own sources and install at the cost of the Allottee an electric sub-meter in or for the said Apartment and the Allottee shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Apartment;
- k) be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other Allottees. The main electric meter shall be installed only at the common meter space. The Allottee shall under no circumstances be entitled to affix, draw or

string wires, cables or pipes from, to or through any part or portion of the Building, the Premises and outside walls of the Building save in the manner indicated by the Promoter/Association (upon formation);

l) bear and pay the Common Expenses and all other costs, expenses and outgoings in respect of the Premises proportionately and the said Apartment Unit wholly and the same shall initially be payable to the Maintenance Agency;

m) pay Corporation and all other rates, taxes, levies, duties, charges, impositions, outgoings and expenses in respect of the Building and the Premises proportionately and the said Apartment Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Apartment Unit until the same is assessed separately by the Corporation;

n) pay for other utilities consumed in or relating to the said Apartment Unit;

o) allow the other Allottees the right to easements and/or quasi-easements;

p) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Corporation Taxes and other taxes and payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;

q) to make payment of applicable Goods and Services Tax that may be payable in respect of all amounts to be paid by the Allottee to the Vendors, the Maintenance Agency and/or Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement; and

r) observe and comply with such other covenants as be deemed reasonable by the Promoter for the Common Purposes.

2. the Allottee has agreed and covenanted:

a) not to damage, demolish or cause to be damaged or demolished the said Apartment or any part thereof;

b) not to do anything that may affect the structural strength of the beams, columns, partition walls or any portion of the Building and not to make changes of a permanent nature except with the prior approval in writing of the Maintenance Agency and with the sanction of the authorities concerned;

c) not to put any nameplate or letter box or neon-sign or board in the Common Areas or on the outside walls of the Building save at the

place as be approved or provided by the Promoter Provided However That nothing contained herein shall prevent the Allottee to put a decent nameplate on the outface of the main door of the said Apartment;

d) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Apartment or any portion thereof and not to change the colour or design of balcony, balcony railings, window grills, and/or change the outer elevation of the said Apartment or the Building under any circumstance and in case any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. /- per square feet of the super built up area of the said Apartment Unit together with all applicable taxes thereon besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter and the removing of Box Grill if at all put by the Allottee shall be made at the cost of the Allottee;

e) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Apartment or any part of the Building or the Premises or may cause any increase in the premium payable in respect thereof;

f) not to make or permit or play any disturbing noises or loud sounds or music in the Premises or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers of the Building and/or disturb them;

g) not to use the lifts in case of fire and also not to use the lifts for the purpose of carriage or transportation of any goods, furniture, heavy articles, etc;

h) not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance Agency/Association;

i) not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation;

j) not to decorate the exterior of the Building otherwise than in the manner agreed by the Promoter in writing or in the manner as near as may be in which it was previously decorated and also not to alter or permit any alteration in the outside colour scheme of the exposed walls of the verandahs lounge or any external walls or the fences of external doors and windows including grills/gates of the said Apartment Unit which in the opinion of the Maintenance Agency

differ from the colour Scheme of the Building or deviation or which in the opinion of the Maintenance Agency may affect the elevation in respect of the exterior walls of the Building and/or the Premises and in case any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 150/- per square feet of the super built up area of the said Apartment Unit together with all applicable taxes thereon besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;

k) not to deposit or throw or permit to be deposited or thrown any garbage, rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas or installations of the Building and the Premises and to deposit the same in such place only in the Premises and at such time and in such manner as the Maintenance Agency may direct;

l) not to store or allow anyone to store any goods articles or things in or around the staircase, lobby, landings or other common areas or installations of the Building;

m) not to store in the said Apartment Unit or any part of the Premises any hazardous, combustible, inflammable, injurious or obnoxious article likely to injure, damage or prejudicially affect or expose the Premises or any part thereof and/or the Premises and/or any neighbouring property to any risk of fire or any accident;

n) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Apartments in the Building;

o) not to claim any right over and/or in respect of the roof of the Building other than the right of common use in respect of the Common Roof Area or in respect of any open land at the Premises or in any other open or covered spaces of the Building and the Premises reserved or intended to be reserved by the Promoter/Owners for their own exclusive use and enjoyment and not meant to be a common area or portion and notwithstanding any inconvenience to be suffered by him and not to obstruct any development or further development or additional vertical / horizontal or other constructions which may be made by the Promoter thereat or on any part thereof;

p) not to object to or hinder sanction of further/additional vertical/horizontal or other constructions or to the resultant variation in the Proportionate share and the Allottee shall not object to the changes and/or inconvenience caused due to such construction being made by the Promoter from time to time even after the Date of Possession;

- q) not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner and/or for any reason whatsoever, relating to or concerning the construction or completion or transfer of the Building and/or the Apartments therein by the Promoter at any time, whether before or after the Date of Possession and/or delivery of possession of the said Apartment Unit to the Allottee, notwithstanding there being temporary inconvenience in the use and enjoyment of the said Apartment Unit by the Allottee and to be responsible and liable for all losses and damages which the Promoter may suffer in this regard due to any default by the Allottee;
- r) not to object, obstruct or create any hindrance to the Promoter making Additional/Further Constructions subsequently and/or granting similar rights to the owners and occupiers thereof in respect of the Common Areas;
- s) not to shift or obstruct any windows or lights in the said Apartment or the Building and not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Apartment without the prior consent in writing of the Promoter and/or the Association;
- t) not cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment;
- u) not to block or occupy or encroach upon or obstruct or keep any furniture, article or goods in any pathways, passages, corridors, stairways, entrances or lobby or any of the Common Areas in any manner whatsoever;
- v) not hang or cause to be hung clothes from the balconies of the said Apartment;
- w) not to permit any new window, light, opening, doorway, path, passage, drain or other encroachment or easement to be made or acquired in against out of or upon the said Apartment without the prior consent in writing of the Promoter and/or the Association;
- x) not to park or allow anyone to park any car at any place other than the space earmarked for parking car(s) of the Allottee, if any, mentioned in **Schedule A**;
- y) not to sell, transfer, let out or part with possession of the said Car Parking Space, if so agreed to be allotted to the Allottee hereunder, independent of the said Apartment except to any other Allottee and to use the same only for the purpose of parking of a

motor car;

z) not to use the said Apartment Unit for any purpose save and except for residential purpose and not to use the said Apartment Unit for any commercial, business or professional purpose including without limitation, as a doctor's chamber, diagnostic or testing unit, nursing home, computer or educational training centre, repairing centre, commercial guest house, Club House, Eatery, boarding house, lodge, business centre, etc or for commercial, illegal or immoral purposes or in any manner that may cause nuisance to occupiers of the other portions of the Building;

aa) not to do any addition, alteration, structural changes, construction or demolition in the said Apartment Unit without prior written permission from the Corporation and other concerned authorities as also the Maintenance Agency and also subject to the condition that the same is not restricted under any other provision of this Agreement and in case of any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. /- per square feet of the super built up area of the said Apartment Unit together with all applicable taxes thereon besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;

bb) not to raise or put up any kutchra or pucca constructions, grills, walls or enclosure of any kind around the said Car Parking Space or part thereof and keep it always open and not use it for dwelling or staying of any person or blocking it by putting any articles and not do anything to alter its current state;

cc) not to make any claim of any nature whatsoever in respect of the Premises other than the said Apartment Unit hereby agreed to be transferred and the common enjoyment of the Common Areas;

dd) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the Building and shall not project anything out of any window of the Premises;

ee) not to keep or harbour any bird or animal in the Common Areas of the Premises;

ff) not to make claim of any right of pre-emption or otherwise regarding any of the other Apartments or any portion of the Building and/or the Premises;

gg) not to install any air-conditioner except at the designated place shown by the Promoter and at no point of time to change the position,

cabling, vents and/or arrangement for the air-conditioner without prior written consent of the Promoter;

hh) not to install any external wires or cables that may be visible outside the said Apartment;

ii) not to put any film, whether coloured, reflective or otherwise on the windows/glass, whether external or internal;

jj) not to install any false ceiling in the said Apartment without first making provision for the fire sprinkler and fire alarm system to be appropriately installed at the costs of the Allottee in the manner that the same are visible and operative externally and outside the false ceiling and do not adversely affect the fire safety;

kk) not to subdivide the said Apartment Unit and/or the said Car Parking Space, if allotted, or any portion thereof;

ll) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any portion of the Building and the Premises not forming part of the Common Areas;

mm) not to carry on or permit to be carried on at the said Apartment Unit or any part thereof at any time any dangerous, noisy, obnoxious or offensive act or any nuisance or do any act, matter or thing which may cause annoyance or inconvenience to the other Allottees /occupiers of the Premises and/or the neighbourhood;

nn) not to use the said Apartment Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity which could subject the Vendors to any liability under environmental laws or any other laws;

oo) not to interfere in any manner with the right, title, interest or entitlement of the Vendors and/or their transferees in respect of other Apartment Units;

pp) not to change the Project name and its logo under any circumstances whatsoever;

qq) not to claim any right, title, interest, or entitlement whatsoever in the Exclusive Private Roof Area;

rr) not to interfere in any manner with the Exclusive Private Roof Area Rights of the owners and occupiers of the Apartments on the top two floors of the Building (along with their guests and visitors) in respect of Exclusive Private Roof Area and/or do anything that may be contrary to Clause 34(ix); and

ss) not to install any mechanical car parking system on any part of the Premises.

3. The Allottee agrees, undertakes and covenants not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner or for any reason whatsoever relating to the Premises or concerning the development, construction or completion of the Premises including the Common Areas and/or any further extension, expansion, construction, addition or alteration therein from time to time and/or the transfer, sale or disposal of any Apartment Unit or any portion of the Building and/or the Premises.

4. The Allottee has agreed undertaken and covenanted not to question at any time the computation of the Super Built-up Area of the said Apartment Unit and not to claim or demand, under any circumstances whatsoever, details or calculations of the Super Built-up Area.

5. If at any time there be imposition of or enhancement of any tax, duty, levy, surcharge or fee (including Goods and Services Tax) under any statute or regulation on the Premises, the Building and/or the said Apartment Unit or on the construction or transfer of the said Apartment Unit or any portion thereof (whether payable to the concerned authority by the Vendors or the Allottee) the same shall be borne and paid by the Allottee wholly in respect of the said Apartment Unit and proportionately in respect of the Premises and the Building, without raising any objection thereto. The Promoter and/or the Owners shall not be liable for the same or any portion thereof under any circumstances whatsoever. The Allottee shall make such payment within 7 (seven) days of demand being made by the Promoter and/or the Owners and/or the concerned authority.

6. The Allottee shall have no connection whatsoever with the other Allottees and there shall be no privity of contract or any agreement or arrangement as amongst the Allottee and the other Allottees (either express or implied) and the Allottee shall be responsible to the Vendors for fulfilment of the Allottee's obligations irrespective of non-compliance by any other Allottee.

7. The Allottee shall be responsible for and shall keep the Vendors and the Maintenance Agency indemnified of from and against all damages, claims, demands, costs, charges, expenses and proceedings occasioned relating to the Premises or any part of the Building or to any person due to any negligence or any act, deed, thing or omission made done or occasioned by the Allottee and shall keep the Vendors and the Maintenance Agency indemnified of from and against all actions claims proceedings costs expenses and demands made against or suffered by the Vendors and the

Maintenance Agency as a result of any act, omission or negligence of the Allottee or the servants, agents, licensees, invitees or 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.

8. The transaction contemplated herein is a single transaction of sale and purchase of the said Apartment Unit and does not constitute any Party to be the agent of the other Party and no form of service is contemplated. It is further hereby expressly intended and agreed by and between the parties hereto that nothing herein contained shall be construed to be a "Works Contract" and it is hereby further intended and agreed by and between the parties hereto that in the event any of the Vendors is liable to make payment of any Sales Tax, VAT, Works Contract Tax, Service Tax, Goods & Services Tax or any other statutory tax, duty or levy in respect of this Agreement or the sale of the said Apartment contemplated hereby, the Allottee shall be liable to and agrees to make payment of the same at or before taking possession of the said Apartment Unit.

9. The Parties shall keep confidential all non-public information and documents concerning the transaction contemplated herein, unless compelled to disclose such information/documents by judicial or administrative process or by other requirements of law.

10. The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all costs and expenses relating to the Mechanical Car Parking System (including its running, maintenance, operation, repair, replacement, renovation, insurance etc.) proportionately irrespective of whether the Allottee has facility of parking thereat as also such costs and expenses may be charged from the Allottee as part of the Maintenance Charges or proportionate Common Expenses or separately as the Maintenance Agency may deem fit and proper.

SCHEDULE K - COMMON EXPENSES

1. **Association:** Establishment and all other capital and operational expenses of the Association. All expenses and outgoings for preparation and registration of Deed of Transfer for transfer of undivided proportionate title in the Common Areas including the said Land in favour of the Association including stamp duty, registration fees, legal fees, incidental expenses, etc.
2. **Common Utilities:** All charges and security deposits for supply, operation and maintenance of common utilities.
3. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.
4. **Litigation:** After handing over of possession all litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.

5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas of the Premises, including the exterior or interior (but not inside any Apartment) walls of the Building.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas of the Premises, including Mechanical Car Parking System, lifts, generator, changeover switches, CCTV, if any, EPABX, if any, pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas of the Premises.
7. **Rates and Taxes:** Corporation Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Building and/or the Premises save those separately assessed on the Allottee.
8. **Staff:** 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.
9. **Mechanical Car Parking System:** All fees, costs, charges, taxes and expenses for managing, maintaining and up-keeping the Mechanical Car Parking System including periodic maintenance, repair, replacement, renovation, overhaul, insurance, deployment of personnel and agency for its operation and other purposes, security, protection, depreciation, etc.
10. **Management Fees**
11. **General & Out Pocket Expenses:** All other expenses and/or outgoings including litigation expenses, if any, as may be incurred by the Maintenance Agency/ Association for the Common Purposes.

SCHEDULE L - RIGHTS OF THE MAINTENANCE AGENCY/ASSOCIATION

- a) Apportionment of any liability of the Allottee in respect of any expenses, taxes, dues, levies or outgoings payable by the Allottee pursuant to this Agreement or otherwise shall be Proportionate.
- b) The Maintenance Charges payable by the Allottee with effect from the date of issue of the Partial or Full Completion Certificate shall be payable on a monthly basis on the basis of the bills to be raised by Maintenance Agency/Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Maintenance Charges shall be decided by the Promoter from time to time subject to a minimum of Rs. 2/- per square feet of super built-up area per month for the said Apartment together with applicable Goods and Services Tax. In addition to the Maintenance Charges, the Allottee shall be liable to make payment of Management Fees at the rate of 15 percent of the Maintenance Charges to the Promoter till the handover of the maintenance to the Association.

c) The Maintenance Agency/Association shall be entitled to revise and increase the Maintenance Charges from time to time and the Allottee shall not be entitled to object thereto.

d) The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by Maintenance Agency/Association (upon formation), within the prescribed due date, failing which the Allottee shall pay interest for delayed payments at the rate specified in Rule 17 of the Rules, for the period of delay, computed from the date the payment became due till the date of payment, to the Maintenance Agency/Association (upon formation), as the case may be. The Allottee also admits and accepts that apart from the above, the Maintenance Agency/Association shall also be entitled to withdraw, withhold, disconnect or stop all or any services, facilities and utilities to the Allottee and/or the said Apartment Unit including water supply, electricity, user of lift etc., in case of default in timely payment of the Maintenance Charges, Electricity Charges, Corporation taxes, Common Expenses and/or other payments by the Allottee after giving 15 days notice in writing.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee (including Joint Allottees)

(1) Signature _____
Name _____
Address _____

Please affix
Photographs
and sign across
the photograph

(2) Signature _____
Name _____
Address _____

Please affix
Photographs
and sign across
the photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

Signature _____

Please affix
Photographs and
sign across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED
Owners:

Signature _____

Please affix Photographs and sign across the photograph
--

At Kolkata on _____ in the presence of :

WITNESSES:

(1) Signature _____
Name _____
Address _____

(2) Signature _____
Name _____
Address _____

DATED THIS DAY OF _____, 2024

BETWEEN

:

AND

ORBIT TIRUPATI TOWERS PRIVATE LIMITED

AND

_____ & ANR.

AGREEMENT FOR SALE

Apartment No.	:	_____
Floor	:	_____

