

DATED THIS DAY OF , 20

BETWEEN

YASHASWI COMMERCIAL
PRIVATE LIMITED & ORS.

... Owners

AND

DHOOT REALTORS PRIVATE LIMITED

... Promoter

AND

... Allottee

AGREEMENT FOR SALE

R. Ginodia & Co. LLP
Advocates
6, Church Lane, Ground Floor
Kolkata- 700001

AGREEMENT FOR SALE

This Agreement for Sale executed on this _____ day of _____, 2023

By and Between

(1) **YASHASWI COMMERCIAL PRIVATE LIMITED**, having Income Tax Permanent Account No. AAACY2665G, a company within the meaning of the Companies Act, 2013, having its registered office at 193/1, Mahatma Gandhi Road, Kolkata-700007, Police Station Burrabazar, Post Office Burrabazar (2) **HIMGIRI ADVISORY (P) LIMITED**, having Income Tax Permanent Account No AABCH6708G, a company within the meaning of the Companies Act, 2013, having its registered office at Ground Floor, 19/6, Nayan Chand Dutta Street, Kolkata-700006, Police Station Burtolla, Post Office Beadon Street, (3) **GAMMON TRADES PRIVATE LIMITED**, having Income Tax Permanent Account No. AACCG6212H, a company within the meaning of the Companies Act, 2013, having its registered office at Ground Floor, 19/6, Nayan Chand Dutta Street, Kolkata-700006, Police Station Burtolla, Post Office Beadon Street, (4) **GLAZE TRADERS PRIVATE LIMITED**, having Income Tax Permanent Account No. AACCG6211E, a company within the meaning of Companies Act, 2013, having its registered office at Ground Floor, 19/6, Nayan Chand Dutta Street, Kolkata-700006, Police Station Burtolla, Post Office Beadon Street, (5) **MEGABYTES ADVISORY PRIVATE LIMITED**, having Income Tax Permanent Account No. AAECM7309M, a company within the meaning of Companies Act, 2013,

having its registered office at Ground Floor, 19/6, Nayan Chand Dutta Street, Kolkata-700006, Police Station Burtolla, Post Office Beadon Street, **(6) GALAXY ADVISORY PRIVATE LIMITED**, having Income Tax Permanent Account No AACCG6309B, a company within the meaning of Companies Act, 2013, having its registered office at Ground Floor, 19/6, Nayan Chand Dutta Street, Kolkata-700006, Police Station Burtolla, Post Office Beadon Street, **(7) GLAZE COMMERCIAL PRIVATE LIMITED**, having Income Tax Permanent Account No AACCG6210F, a company within the meaning of Companies Act, 2013, having its registered office at Ground Floor, 19/6, Nayan Chand Dutta Street, Kolkata-700006, Police Station Burtolla, Post Office Beadon Street, **(8) MULTIPLEX ADVISORY PRIVATE LIMITED**, having Income Tax Permanent Account No. AAECM7310A, a company within the meaning of Companies Act, 2013, having its registered office at Ground Floor, 19/6, Nayan Chand Dutta Street, Kolkata-700006, Police Station Burtolla, Post Office Beadon Street, **(9) TRIDEV SALES PRIVATE LIMITED**, having Income Tax Permanent Account No. AACCT9856G, a company within the meaning of Companies Act, 2013, having its registered office at Ground Floor, 19/6, Nayan Chand Dutta Street, Kolkata-700006, Police Station Burtolla, Post Office Beadon Street, **(10) RAGHUNATH GOODS PRIVATE LIMITED**, having Income Tax Permanent Account No. AAECR0585Q, a company within the meaning of Companies Act, 2013, having its registered office at Ground Floor, 19/6, Nayan Chand Dutta Street, Kolkata-700006, Police Station Burtolla, Post Office Beadon Street, **(11) HIMGIRI MERCHANTS PRIVATE LIMITED**, having Income Tax Permanent Account No. AABCH7157H, a company within the meaning Companies Act, 2013, having its registered office at Ground Floor, 19/6, Nayan Chand Dutta Street, Kolkata-700006, Police Station Burtolla, Post Office Beadon Street, **(12) DIGNITY GOODS PRIVATE LIMITED**, having Income Tax Permanent Account No. AACCD9358B, a company within the meaning of Companies Act, 2013, having its registered office at Ground Floor, 19/6, Nayan Chand Dutta Street, Kolkata-700006, Police Station Burtolla, Post Office Beadon Street, **(13) AMB REALTORS PRIVATE LIMITED**, having Income Tax Permanent Account No. AAFCA9493B, a company within the meaning of Companies Act, 2013, having its registered office at Ground Floor, 19/6, Nayan Chand Dutta Street, Kolkata-700006, Police Station Burtolla, Post Office Beadon Street, **(14) PASSWORD VYAPAAR PRIVATE LIMITED**, having Income Tax Permanent Account No. AADCP9568Q, a company within the meaning of Companies Act, 2013, having its registered office at Ground Floor, 19/6, Nayan Chand Dutta Street, Kolkata-700006, Police Station Burtolla, Post Office Beadon Street, **(15) MRS. MANJU MALANI**, wife of Shyam Sunder Malani, having Income Tax Permanent Account No. AEAPM5819H and Aadhaar Card Number 5375 8042 2567, by religion Hindu, Citizen of India, by occupation Housewife, residing at 18A, Block 2, Silver Spring 5, JBS Halden Avenue, Kolkata-700105, Police Station Pragati Maidan, Post Office Dhapa **(16) PIYUSH DHOOT**, son of Pawan Kumar Dhoot, having Income Tax Permanent Account No. AFYPD1232L and Aadhaar Card Number 4547 0544 4973, by religion Hindu, Citizen of India, by occupation Business, residing at CF-388, Sector-1, Salt Lake City, Kolkata-700064, Police Station Bidhannagar North, Post Office Sech Bhawan **(17) MRS. PUSHPA DHOOT**, wife of Pawan Kumar Dhoot, having Income Tax Permanent Account No. ACTPD4968M, Aadhaar Card Number 4106 3833 0429, by religion Hindu, Citizen of India, by occupation Housewife, residing at CF-388, Sector-1, Salt Lake City, Kolkata-700064, Police Station Bidhannagar North, Post Office Sech Bhawan **(18) MRS. SANTOSH DEVI DHOOT**, wife of Late Kedar Nath Dhoot, having Income Tax Permanent Account No. AHJPD5149F and Aadhaar Card Number 6037 0472 3392, by religion Hindu, Citizen of India, by occupation

Housewife, residing at CF-388, Sector-1, Salt Lake City, Kolkata-700064, Police Station Bidhannagar North, Post Office Sech Bhawan **(19) KEDARNATH DHOOT (HUF)**, having Income Tax Permanent Account No. AAIHK7874G, a Hindu Undivided Family having its registered office at CF-388, Sector-1, Salt Lake City, Kolkata-700064, Police Station Bidhannagar North, Post Office Sech Bhawan, **(20) KHACHARIAWAS DHOOT FAMILY TRUST**, having Income Tax Permanent Account No. AAETK1425D a trust formed pursuant to the Last Will and Testament of Kedarnath Dhoot, since deceased dated 7th August, 2017 in respect of which Probate was duly granted on 10th May, 2022 by the Hon'ble High Court at Calcutta and in respect of which a Declaration of Trust was executed on 2nd December, 2019, having its office at CF-388, Sector-I, Salt Lake City, Kolkata-700064, Police Station Bidhannagar North, Post Office Sech Bhawan, **(21) SHYAM SUNDER MALANI**, son of Late Balkishan Malani, having Income Tax Permanent Account No. AEIPM6275K and Aadhaar Card Number 5244 6041 0318, by religion Hindu, Citizen of India, by occupation Business, residing at 18A, Block 2, Silver Spring, 5, J.B.S Halden Avenue, Kolkata-700105, Police Station Pragati Maidan, Post Office Dhapa **(22) SHRI RAM RESIDENCY PRIVATE LIMITED**, having Income Tax Permanent Account No. AAJCS5082J, a company within the meaning of Companies Act, 2013, having its registered office at Unit No.3, 3rd Floor, Ideal Centre, 9, AJC Bose Road, Kolkata-700017, Police Station Shakespeare Sarani, Post Office Shakespeare Sarani, **(23) NITYANAND SONTHALIA**, son of Pradeep Kumar Sonthalia, having Income Tax Permanent Account No. ALDPS5358M, Aadhaar Card Number 4296 1692 8541, by religion Hindu, Citizen of India, by occupation Business, residing at Apartment No. W-220, Atmosphere, 1001/A Eastern Metropolitan By-Pass, Near Science City, Kolkata-700105, Police Station Pragati Maidan, Post Office Dhapa **(24) MRS. RITIKA SONTHALIA**, wife of Nityanand Sonthalia, having Income Tax Permanent Account No. AGFPA2170G and Aadhaar Card Number 3262 5580 8030, by religion Hindu, Citizen of India, by occupation Housewife, residing at Apartment No. W-220, Atmosphere, 1001/A Eastern Metropolitan By-Pass, Near Science City, Kolkata-700105, Police Station Pragati Maidan, Post Office Dhapa **(25) MRS. NIDHI TIBREWALA** nee SONTHALIA, daughter of Pradeep Kumar Sonthalia, and wife of Akshat Tibrewala having Income Tax Permanent Account No. AYQPS2287P and Aadhaar Card Number 6636 9950 9047, by religion Hindu, Citizen of India, by occupation Housewife, residing at House No. 8-2-547/4, Road No.7, Banjara Hills, Hyderabad, Telangana, Pin-500040, Police Station Banjara Hills, Post Office Banjara Hills **(26) SHRI RAM OZONE DISTRIBUTION PRIVATE LIMITED**, having Income Tax Permanent Account No. AASCS8413Q, a company within the meaning of Companies Act, 2013, having its registered office at Unit No.3, 3rd Floor, Ideal Centre, 9, AJC Bose Road, Kolkata-700017, Police Station Shakespeare Sarani, Post Office Shakespeare Sarani, **(27) PRADEEP KUMAR SONTHALIA**, son of Ram Swarup Sonthalia, having Income Tax Permanent Account No. AHFPS8270A and Aadhaar Card Number 7969 6509 0064, by religion Hindu, Citizen of India, by occupation Business, residing at H No.2, Chanchani colony, Dhaiya Dhanbad, Jharkhand-826004, Police Station Barwadda, Post Office Nagnagar **(28) SILVERSPRING ADVISORY PRIVATE LIMITED**, having Income Tax Permanent Account No. AAJCS6465P, a company within the meaning of Companies Act, 2013, having its registered office at Ground Floor, 19/6, Nayan Chand Dutta Street, Kolkata-700006, Police Station Police Station Burtolla, Post Office Beadon Street, **(29) EXCLUSIVE FACILITY MANAGEMENT PRIVATE LIMITED**, having Income Tax Permanent Account No AACCE7947H, a company within the meaning of Companies Act, 2013, having its registered office at Room No. 25, 2nd Floor, 113 N.S

Road, Kolkata-700001, Police Station Burrabazar, Post Office Khengrapatti, **(30) ATISHAY AGENCIES PRIVATE LIMITED**, having Income Tax Permanent Account No. AAMCA6187F, a company within the meaning of Companies Act, 2013, having its registered office at Room No. 25, 2nd Floor, 113, N.S Road, Kolkata-700001, Police Station Burrabazar, Post Office Khengrapatti, **(31) SEVENWISE PROMOTERS PRIVATE LIMITED**, having Income Tax Permanent Account No. AAXCS0115N, a company within the meaning of Companies Act, 2013, having its registered office at 6/1/B, Kumarpara Road, Liluah Howrah, Pin-711204, Police Station Liluah, Post Office Liluah, **(32) FASTSPEED REALESTATE PRIVATE LIMITED**, having Income Tax Permanent Account No. AACCF8056A, a company within the meaning of Companies Act, 2013, having its registered office at 6/1/B, Kumarpara Road, Liluah Howrah, Pin-711204, Police Station Liluah, Post Office Liluah, **(33) HARDSOFT INFRATECH PRIVATE LIMITED**, having Income Tax Permanent Account No. AADCH8586Q, a company within the meaning of Companies Act, 2013, having its registered office at Room No. 25, 2nd Floor, 113, N.S Road, Kolkata-700001, Police Station Burrabazar, Post Office Khengrapatti, **(34) NEWTOWN PROMOTER PRIVATE LIMITED**, having Income Tax Permanent Account No. AAFCN2157H, a company within the meaning of Companies Act, 2013, having its registered office at Room No. 25, 2nd Floor, 113, N.S Road, Kolkata-700001, Police Station Burrabazar, Post Office Khengrapatti, **(35) ACOTECH REALESTATE PRIVATE LIMITED**, having Income Tax Permanent Account No. AAOCA3462B, a company within the meaning of Companies Act, 2013, having its registered office at Room No. 25, 2nd Floor, 113, N.S Road, Kolkata-700001, Police Station Burrabazar, Post Office Khengrapatti, **(36) SONOTEL HOSPITALITY PRIVATE LIMITED**, having Income Tax Permanent Account No. AAPCS5464C, a company within the meaning of Companies Act, 2013, having its registered office at Unit No.3, 3rd Floor, Ideal Centre, 9, A.J.C Bose Road, Kolkata-700017, Police Station Shakespeare Sarani, Post Office Shakespeare Sarani, all being represented by their constituted attorney **DHOOT REALTORS PRIVATE LIMITED**, having Income Tax Permanent Account No. AACCD9640A, a company within the meaning of the Companies Act, 2013, having its registered office at Room No.S2, 2nd Floor, Silver Arcade, 5, JBS Halden Avenue, Kolkata-700105, Police Station Pragati Maidan, Post Office Dhapa, represented by its Authorised Signatory _____ son of _____, by religion Hindu, citizen of India, by occupation Service, residing at _____, Police Station _____ Post Office _____, having Income Tax Permanent Account Number _____, Aadhaar No. _____ authorized vide Board Resolution dated _____ 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 in case of Companies their respective successor-in-interest and permitted assigns, in case of the Hindu Undivided Family (HUF) all its co-parceners and members and their respective heirs, executors, successors, administrators, legal representatives and permitted assigns, in case of the Trust, its Trustees for the time being and their respective successors-in-office and permitted assigns and in case of Individuals their respective heirs, executors, successors, administrators, legal representatives and permitted assigns) of **First Part**;

AND

DHOOT REALTORS PRIVATE LIMITED, having Income Tax Permanent Account No. AACCD9640A, a company within the meaning of the Companies Act, 2013, having its registered office at Room No.S2, 2nd Floor, Silver Arcade, 5, JBS Halden Avenue, Kolkata-700105, Police Station Pragati Maidan, Post Office Dhapa, represented by its Authorised Signatory _____ son of _____, by religion Hindu, citizen of India, by occupation Service, residing at _____, Police Station _____ Post Office _____, having Income Tax Permanent Account Number _____, Aadhaar No. _____ authorized vide Board Resolution dated _____ and hereinafter referred to as "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns) of the **Second Part**.

AND

[If the Allottee is a company]

_____, (CIN no. _____) a company within the meaning of the Companies Act, 2013, having its registered office at _____, (PAN _____), represented by its Director, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns) of the **Third Part -**

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assignees, as also its partners from time to time and their respective heirs, executors, administrators, successors, legal representatives and permitted assigns) of the **Third Part -**

[OR]

[If the Allottee is an Individual]

Mr./Ms. _____, (Aadhar no. _____) son / daughter /wife of _____, aged about _____, residing at _____, (PAN _____), Citizen of India hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors, legal representatives and permitted assigns) of the **Third Part -**

[OR]

[If the Allottee is a HUF]

_____ HUF, a Hindu Undivided Family having its place of business at _____, (PAN _____) represented by its Karta Mr. _____, (Aadhar no. _____) son of _____ aged about _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include all the members of the said HUF and their respective heirs, executors, administrators, successors, legal representatives and permitted assigns) of the **Third Part -**

[Please insert details of other allottee (s), in case of more than one allottee]

The Owners, Promoter and 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 jointly the lawful owners and fully seized and possessed of and otherwise fully and sufficiently entitled to the said Land described in **Schedule H** hereto. The details of the Deeds by virtue whereof the said Land was acquired by the Owners are mentioned in **Schedule I** hereto.
- B. The Owners have entered into the Development Agreement with the Promoter for the development of the said Land. Pursuant to the Development Agreement, the Power of Attorney has been executed by the Owners in favour of the Promoter herein.
- C. The said Land is earmarked for the purpose of building a residential project having multi-storied buildings and the Project has been named "**NUCLEUS**".
- D. The Vendors are fully competent to enter into this Agreement.
- E. The New Town Kolkata Development Authority has issued the No Objection Certificate for sanction of building plan for construction purpose vide Memo 9096/NKDA/BPS-04(36)/2014 dated 7th September, 2021 and thereafter the Rajarhat Panchayat Samity, Rajarhat, North 24 Parganas has sanctioned and approved the Plans to develop and construct the project vide Approval No. 911/RPS dated 30th November, 2021.
- F. The Promoter has obtained the sanctioned Plans for the Project from the Rajarhat Panchayat Samity and the No Objection Certificate from the New Town Kolkata Development Authority. The Promoter agrees and undertakes that it shall not make any changes to the Plans except in strict compliance with section 14 of the Act and other laws as applicable as also this Agreement.

- G. The Promoter has registered the Project under the provisions of the Act with Real Estate Regulatory Authority at Kolkata on _____ under registration number _____.
- H. The Allottee had applied for an apartment in the Project and has been provisionally allotted on the terms and conditions contained in the Application Form, the provisional allotment letter and 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**.
- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- J. The Allottee has independently examined and verified or caused to be examined and verified and is fully aware of and thoroughly satisfied about the following:
- (i) The ownership and title of the Premises and the documents relating thereto;
 - (ii) The Plans sanctioned and approved by the Rajarhat Panchayat Samity as also the No Objection Certificate issued by the New Town Kolkata Development Authority and the necessary approvals and permissions;
 - (iii) The nature, state, condition and measurement of the said Land and the Project, as applicable, and the manner in which the same is/are presently intended to be used;
 - (iv) The proposed location, lay out plan and dimensions of the said Apartment Unit;
 - (v) The Common Areas and Facilities which are intended to form part of the Project;
 - (vi) The laws, rules, regulations, notifications, etc. applicable to the areas where the said Land is situated, in general and the Project and similar projects, in particular;
 - (vii) The nature and the extent of the rights and benefits proposed to be granted and/or extended to the Allottee as also the several obligations to be performed and fulfilled by the Allottee, each to the satisfaction of the Promoter;
 - (viii) The terms, conditions, covenants, stipulations, restrictions, reservations and obligations in respect of the said Apartment Unit the manner and method of use and enjoyment of the same as well as the covenants running with the land and the said Apartment Unit;
 - (ix) The Specifications as also the measurements, dimensions, designs and drawings;

- (x) The state and condition in which the said Apartment Unit is intended to be handed over to the Allottee subject to timely compliance by the Allottee of each of the stipulated terms to the satisfaction of the Promoter; and
 - (xi) The Carpet Area, Built-up Area and the Super Built-up Area of the said Apartment.
- K. The Allottee undertakes and covenants not to raise henceforth any objection or make any requisition regarding any of the matters mentioned in recital J above and also waives the right, if any, to do so.
- L. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the Project.
- M. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- N. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owners 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:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Owners agree to sell to the Allottee and the Allottee hereby agrees to purchase, the said Apartment Unit described in **Schedule A**.
- 1.2 Total Price/Agreed Consideration for purchase of the said Apartment Unit (based on the carpet area of the Apartment) is Rs. _____/- (Rupees _____ only ("**Total Price/Agreed Consideration**") as per details mentioned in **Schedule C**. Apart from the Total Price, the Additional Liabilities and the Deposits have also been agreed to be paid by the Allottee.

Explanation:

- (i) The Total Price above includes the application/booking money/provisional allotment amount paid by the Allottee to the Promoter towards the said Apartment Unit.

- (ii) The Total Price above excludes Taxes (consisting of tax paid or payable by way of Goods and Services Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project, by whatever name called) upto the date of handing over the possession of the said apartment to the Allottee and /or the project to the Association of Allottees after obtaining the Partial and Full Occupancy/Completion Certificate;

Provided that all the applicable Taxes shall be payable by the Allottee to the Promoter;

- (iii) The Promoter shall periodically intimate in writing to the Allottee the amount of the instalments of the Total Price payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide on written request to the Allottee the details of the taxes paid, payable or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv) The Total Price of the said Apartment includes the proportionate share in land and Common Areas and Facilities as mentioned in this Agreement.

- 1.3 The Total Price is escalation free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time and/or increases as may be otherwise agreed. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4 The Allottee(s) shall make the payment of the Total Price as per the payment plan set out in **Schedule 'C' ("Payment Plan")**. The Allottee agrees to deduct and deposit Tax Deducted at Source ("**TDS**") (if applicable) in such names and in such manner as may be directed by Promoter.
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments on mutually agreed terms for the period by which the respective instalment may be preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter unless the same is agreed upon or unless there is default/delay in payment by the Allottee.

- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the Plans, layout plans and specifications (mentioned in **Schedule 'D'**) and the Common Areas and Facilities (mentioned in **Schedule 'E'**) in respect of the said Apartment, 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 event 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.

- 1.7 The Promoter shall confirm the final Carpet Area and the Built Up Area that has been allotted to the Allottee after the construction of the Buildings are complete and the Partial or Full Occupancy/Completion Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Price / Agreed Consideration payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the Carpet Area then the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with interest at the rate prescribed 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 to the Allottee, the Promoter shall demand the money for the increased carpet area from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule 'C'**. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.
- 1.8 Subject to the Allottee not committing any default in terms of this Agreement including under Clause 9.3, the Vendors agree and acknowledge, 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 Parking Space described in **Schedule A**.
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share or interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other Unit Owners, occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them and subject to making timely payment of the Maintenance Charges, Panchayet taxes and other liabilities. It is clarified that the Promoter only in case so directed and only in case of eventuality of all the allottees of Nucleus calling upon the Promoter, as the case may be, shall convey the

undivided proportionate title of the Common Area to the Association of allottees, if any after duly obtaining the Partial or Full Occupancy / Completion Certificate from the Gram Panchayet, as per the provisions as provided in the Act.

- (iii) That the computation of the price of the said Apartment includes recovery of price of land and construction of not only the said Apartment but also the Common Areas and Facilities (mentioned in **Schedule E**) and includes cost for providing all facilities, amenities and specifications to be provided within the Project as mentioned in **Schedules D**. 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.
- 1.9 It is made clear by the Promoter 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 may be linked/combined with any other project or land in its vicinity or otherwise as mentioned in Clause 18. It is clarified that Project's facilities and amenities shall be available for use and enjoyment of all the present and future Unit Owners of the Project as also to others in terms of Clause 18.
- 1.10 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 and Facilities 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.
- 1.11 The Promoter agrees 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, local and property 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 fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the said Apartment Unit to the Allottee, then the Promoter agrees to be liable, even after the transfer 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.

- 1.12 The Allottee has paid a total sum of Rs. _____/- (Rupees _____ Lakhs _____ Thousand _____ Hundred only) as application money/provisional allotment 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 hereby acknowledges 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 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 at the relevant time, which at present is State Bank of India Prime Lending Rate plus 2 per cent per annum.

2. MODE OF PAYMENT:

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

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 acquisition/sale/transfer of immovable properties in India etc. and provide the Vendors with necessary declarations, documents, permission, 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 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 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 to adjust and appropriate all payments made by the Allottee under any head(s) of dues against lawful outstanding of the Allottee against the said Apartment Unit, if any, in his name as the Promoter may on its sole discretion deems fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. **TIME IS ESSENCE:**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall take steps to abide by the time schedule for completing the Project and handing over the said Apartment Unit to the Allottee and the Common Areas and Facilities to the Association after receiving the Occupancy/Completion Certificate subject to reasons beyond control and Force Majeure. Similarly, the Allottee shall make timely payment of instalments and other dues payable by the Allottee 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 sanctioned and approved by the Rajarhat Panchayat Samity and in respect of which New Town Kolkata Development Authority has issued the No Objection Certificate, the Total Price/Agreed Consideration & payment plan mentioned in **Schedule C**, the Additional Liabilities and Deposits mentioned in **Schedule G**, the specifications mentioned in **Schedule D**, and the Common Areas and Facilities mentioned in **Schedule E**. The Promoter shall develop the said Apartment in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms of this Agreement, the Promoter undertakes to abide by such plans approved by the Rajarhat Panchayat Samity and shall also abide by the bye-laws, FAR and provisions prescribed by the Rajarhat Panchayat Samity and shall not have an option to make any variation /alteration/modification in such plans, other than in the manner provided under the Act and this Agreement, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

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 timely compliance by the Allottee under this Agreement including as mentioned in Clause 7.1.1 below as also subject to Force Majeure and reasons beyond control the Promoter. 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, change in law, rules, regulations, guidelines, notifications, circulars, etc. ("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 shall refund to the Allottee the entire amount received by the Promoter from the Allottee towards the Total Price/Agreed Consideration only without any interest. Termination shall become effective upon issue of the notice of termination by the Promoter and thereafter the Allottee shall not have any rights, claims, etc. whatsoever against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement and only the amount mentioned above shall be payable by the Promoter without any interest within 45 days of the notice of termination. If required by the Vendors, the Allottee shall sign, and if required, register a formal Cancellation Agreement at or before the receipt of the above amount provided however that the termination shall become effective upon issue of notice of termination notwithstanding non execution and/or registration of the formal Cancellation Agreement.

- 7.1.1 The obligation of the Promoter 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 timely compliance by the Allottee of all the obligations of the Allottee 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, upon issue of the Partial or Full Occupancy/Completion Certificate by the competent authority, 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 30 (thirty) days from the date of issue of Notice for Possession and the Promoter shall handover possession of the said Apartment to the Allottee subject to due and timely compliance of Clause 7.1.1 by the Allottee. The Allottee, after issue of notice for possession, agrees to pay the Maintenance Charges as determined by the Promoter/Maintenance Agency/Association of Unit Owners, upon formation, as the case may be, local and property taxes and other outgoings in respect of the said Apartment Unit from the date of issuance of the Partial or Full Occupancy/Completion Certificate. At the request of the Allottee, the Promoter shall hand over a copy of the Partial or Full Occupancy/Completion Certificate relating to the said Apartment to the Allottee.

7.3 Failure of Allottee to take Possession of the said Apartment-

Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee shall make full payment of all dues and comply with all its obligations as mentioned in Clause 7.1.1 and thereafter take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and other documentation prepared by the Promoter through the Project Advocates including those prescribed in this Agreement and the Promoter shall give possession of the said Apartment Unit to the Allottee. In case the Allottee fails to comply with Clause 7.1.1 and/or make all payments or fails to take possession within the time provided in Clause 7.2, such Allottee shall continue to be liable to make all payments and comply with all obligations as mentioned in Clause 7.1.1 and shall also be liable to pay Maintenance Charges, local and property taxes and other outgoings as specified in Clause 7.2 from the date mentioned therein irrespective of possession not being taken by the Allottee as also interest on the delayed payments/unpaid amounts. If the Allottee fails to take possession even after 30 (thirty) days or part thereof from the date of issue of the Notice for Possession, then Holding Charge @ of Rs. 5000/- (Rupees Five Thousand) per month would be additionally payable by the Allottee to the Promoter, over and above the Maintenance Charges, local and property taxes and other outgoings as specified in Clause 7.2 as also interest on the delayed payments/unpaid amounts.

7.4 Possession by Allottee- After obtaining the Partial or Full Occupancy/Completion Certificate and handing over physical possession of the Apartments/Units to all the Unit Owners, it shall be responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas and Facilities, to the Association of Unit Owners 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 without any default of the Promoter under this Agreement, the Promoter herein is entitled to forfeit the Application/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. The balance amount of money, if any, paid by the Allottee to the Promoter towards the Total Price/Agreed Consideration shall only be returned by the Promoter 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 for Sale 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 reasons including under this clause. The Promoter 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 Vendors shall compensate the Allottee in case of any loss caused to the Allottee due to defective title of the said Land on which the Building containing the said Apartment is being constructed or has been constructed that is known to the Vendors 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 Vendors be liable for any defective title not attributable to the Vendors and/or any defect that existed prior to the purchase of the said Land by the Owners.

Except for occurrence of a Force Majeure event or reasons beyond control, if the Promoter fails to complete or is 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 its business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason solely attributable to the Promoter, the Promoter 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 Unit, with interest at the rate

prescribed in the Rule 17 of the Rules which shall be deemed to include the compensation in the manner as provided under the Act within 45 (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 45 (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 the option of withdrawal shall not be applicable and/or shall cease to be valid or have effect after expiry of the above period;

Provided that where the Allottee does not withdraw from the Project, the Allottee may claim from the Promoter interest at the rate prescribed in the Rule 17 of the Rules for every month of delay, till the handing over of the possession of the said Apartment Any interest or compensation payable to the Allottee may be adjusted against the interest receivable by the Promoter 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 details of the Deeds by virtue whereof the said Land was acquired by Owners are mentioned in **Schedule-I** hereto. The Owners have actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project created by the Promoter except, however, the loan and/or financial facility already obtained by the Promoter for construction of the Project from ICICI bank;
- (iv) As per the knowledge of the Promoter, there are no litigations pending before any Court of Law with respect to the said Land, Project or the said Apartment Unit.
- (v) All approvals, licenses and permits issued by the concerned authorities with respect to the Project, said Land and the said Apartment Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Buildings and the said Apartment Unit and Common Areas and Facilities;
- (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 Unit 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 Unit to the Allottee in the manner contemplated in this Agreement;
 - (ix) At the time of execution of the conveyance deed the Promoter shall hand over lawful, vacant, peaceful, physical possession of the said Apartment to the Allottee and the Common Areas and Facilities shall be handed over to the Association of Unit Owners in terms of the Act and as provided in this Agreement;
 - (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 Unit;
 - (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 said Land and/or Project to all concerned authorities till the Partial or Full Occupancy/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.
 - (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 shall be considered under a condition of Default, in the following events subject to the Allottee having complied with all obligations of the Allottee 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 fails to offer to provide ready to move in possession of the said Apartment to the Allottee within the time period specified in Schedule 'A' and/or extensions thereof. For the purpose of this para 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition as per the specifications mentioned in the Agreement.
 - (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the Rules or regulations made thereunder.

- 9.2 In case of Default by Promoter 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 Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
 - (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee towards the Total Price/Agreed Consideration for purchase of the said Apartment, along with interest at the rate prescribed in Rule 17 of the Rules within 45 (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 the Agreement for Sale 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 45 (forty-five) of the date specified in Clause 7.1, then it shall be deemed that the Allottee has voluntarily opted not to withdraw from the Project and 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, the Allottee shall be paid, by the Promoter, interest at the rate prescribed in Rule 17 of the Rules, for every month of delay till the handing over of the possession of the said Apartment.
- 9.3 The Allottee shall be considered under a condition of Default, on the occurrence of inter alia the following events:
- (i) In case the Allottee fails to make payments of the demands made by the Promoter as per the Payment Plan under **Schedule C** hereto and/or timely payment of the Additional Liabilities and Deposits under **Schedule 'G'** hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in Rule 17 of the Rules;
 - (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment /Agreement of the said Apartment Unit in favour of the Allottee and refund the money paid to the Promoter by the Allottee towards the Total Price/Agreed Consideration only after deducting/forfeiting the amounts

paid for the final allotment which shall be deemed to be the booking amount along with all interest liabilities of the Allottee in terms of Section 19 (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. The balance amount of money, if any, paid by the Allottee to the Promoter towards the Total Price/Agreed Consideration shall only be returned by the Promoter to the Allottee without any interest, upon cancellation within 45 days from the date of cancellation. Termination shall become effective upon issue of the notice of termination by the Promoter and thereafter the Allottee shall not have any rights, claims, etc. whatsoever against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement and only the amount mentioned above shall be payable by the Promoter without any interest within 45 days of the notice of termination. Notwithstanding anything to the contrary contained elsewhere in this agreement it is expressly agreed and understood by the Parties that in case of cancellation or termination of this Agreement under any of the Clauses hereof or otherwise it shall not be necessary to execute and register a Cancellation Agreement and the termination/ cancellation made by the Vendors shall become effective and binding immediately and thereafter the Vendors shall be entitled to allot and transfer the said Apartment Unit to any third party without necessity of execution and registration of a Cancellation Agreement. Without prejudice to the above, it is further agreed that if required by the Vendors, the Allottee shall sign, and if required, register a formal Cancellation Agreement at or before the receipt of the above amount and in case of delay or default, the Promoter shall at its option be at liberty to act as the constituted attorney of the Allottee and execute, present for registration and register a deed of cancellation, if desired by the Promoter. It is expressly agreed that, the fees and expenses relating to this Agreement for Sale 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 reasons including under this clause. The Promoter 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.

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

10.1 The Promoter shall, on receipt of Total Price/Agreed Consideration of the said Apartment Unit as per Clause 1.2 and Additional Liabilities and Deposits mentioned in **Schedule G** hereto 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, local and property taxes and levies and other outgoings from the Allottee and due and timely compliance by the Allottee of all his obligations under this Agreement or otherwise under law, after obtaining NOC from the bank/financier from whom the loan has been and/or may be henceforth obtained by the Vendors, execute a Deed of Conveyance

and convey the title of the said Apartment, within 3(three) months from the date of issuance of the occupancy certificate or the completion certificate, as the case may be:

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 Promoter to withhold registration of the Deed of Conveyance in favour of the Allottee till full and final settlement of dues and payment of stamp duty and registration charges and incidental expenses and legal expenses to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for due and timely 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 BUILDINGS/ APARTMENT/ PROJECT:

Subject to payment of maintenance charges by all the Unit Owners of the Project (including the Allottee herein) the Promoter shall be responsible to provide and maintain essential services in the Project till the offer is made to the Association to take over the maintenance 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, (excluding any purchased materials and/or items) is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of possession or the date of Partial or Full Occupancy/Completion Certificate, whichever is earlier, the Promoter shall take steps to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee 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 Buildings, Common Areas and Facilities and/or any of the Apartment Units by the Unit Owners 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 structural engineer that it is a defect made at the time of construction and is not due to wear and tear and/or due to weather elements and/or natural causes /calamities and/or due to any additions, alterations and/or modifications, etc. made by any of the Unit Owners and/or occupants of the Buildings and/or due to

the acts and omissions of the Unit Owners and/or occupants of the Buildings.

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 and Facilities shall be subject to timely payment of total Maintenance Charges, as determined and thereafter billed by the Maintenance Agency or the Association of Unit Owners or the maintenance agency appointed by it and performance by the Allottee of all his obligations in respect of the terms and conditions specified by the Maintenance Agency or the Association of Unit Owners from time to time.

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

The Promoter/Maintenance Agency/Association of Unit Owners upon formation shall have rights of unrestricted access to all Common Areas and Facilities mentioned in **Schedules E** as also the covered parking and parking spaces for providing necessary maintenance and repair services and the Allottee agrees to permit the Association of Unit Owners and/or Maintenance Agency to enter into the said Apartment Unit 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:**

The Common Areas and Facilities mentioned in Schedule E and 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 if mentioned therein. 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 of Unit Owners formed for rendering maintenance services.

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

16.1 Subject to Clause 12 above, the Allottee shall after taking possession, be solely responsible to maintain the said Apartment Unit at the cost of the Allottee, 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 and Facilities 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 Unit, 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 Buildings is not in any way damaged or jeopardized.

16.2 The Allottee further undertakes, assures and guarantees that the Allottee 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, Buildings therein or Common Areas and Facilities. 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 Unit 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 the electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Unit Owners 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 ALLOTTEE:**

The Allottee is entering into this Agreement for the 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 the Allottee shall comply with and carry out from time to time after the Allottee has taken over possession of the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent authority at the Allottee's 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 as provided in the Act and/or this Agreement (including in the Additional Terms below) and/or the amendments/clarifications hereof.

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

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 Promoter shall be entitled to securitize the Total Price/Agreed Consideration and other amounts, respectively, payable by the Allottee under this Agreement (or any part there), in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any person or institution the right to directly receive the Total Price/Agreed Consideration and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter the Allottee shall be required to make payment of the Total Price/Agreed Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated. Further, the Allottee hereby acknowledges that the Allottee has been made aware of the loan facility sanctioned in favour of the Vendors and the terms and conditions thereof and the Allottee irrevocably consents to and accepts the same and further agrees and consents that the Promoter shall be entitled in future to take further loans and/or financial assistance for the purpose of implementation and execution of the Project from any persons including banks/financial institutions and/or to get the existing loan facility transferred. For obtaining such existing /future loans and/or financial assistance from Banks/Financial Institutions/Housing Finance Companies or corporate bodies, the Promoter is and 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. Similarly, the Allottee shall be entitled to take housing loans for the purpose of acquiring Apartment Units in the Project from banks, institutions and entities granting such loans provided that such loans are in accordance with and subject to this Agreement. The Promoter shall, if required by the Allottee, render co-operation for obtaining such housing loans. It is however made clear that availing of the home loan by the Allottee shall not in any way restrict any of the rights of the Promoter under this Agreement including the right of termination. The Allottee undertakes to avail the home loan in accordance with the terms and conditions of this Agreement.

20. APARTMENT OWNERSHIP ACT:

The Promoter has assured the Allottee that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972.

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, pays the applicable stamp duty and registration fees and appears for registration of the same before the concerned registration authority as and when intimated by the Vendors. If the Allottee(s) 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 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 which shall continue to be valid and subsisting and shall be deemed to be a part of this Agreement.

23. RIGHT TO AMEND:

The Agreement may only be amended through written consent of the Parties. Any document containing any amendment 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 of a document and as such registration of any document containing any amendment is not likely to be feasible.

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, 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 may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making timely payments as per the Payment Plan (Schedule 'C') including waiving the payment of interest for delayed payment provided that such waiver shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in subsequent breach by the Allottee in not making timely payment as per Payment Plan. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Unit Owners. However, such waiver, if any, shall be deemed to be a temporary waiver only and in case of the Promoter being liable to pay any interest or compensation to the Allottee for any reason whatsoever under this Agreement and/or the Act and/or Rules thereunder, then the waiver shall stand revoked and the interest amount as per the Act and/or Rules payable by the Allottee shall be adjusted against the amount, if any, payable by the Promoter. The Allottee may also, at its sole option and discretion, without prejudice to his rights as set out in this Agreement, waive any breach or delay by the Promoter including waiving the delay in completion and/or handover of possession in terms of this Agreement and/or under the provisions of the Act and/or Rules thereunder.

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/Units in the Project.

28. **FURTHER ASSURANCES:**

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

29. **PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee in Kolkata after the Agreement is duly executed by the Allottee. After execution this Agreement shall be registered at the office of the 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 the following addresses:

1. Vendors:
Dhoot Realtors Private Limited
Room No. S2, 2nd Floor, Silver Arcade,
5, JBS Halden Avenue,
Police Station Pragati Maidan,
Post Office Dhapa,
Kolkata-700105

2. Allottee:

It shall be the duty of the Allottee and the Vendors to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the 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 the Vendors to the Allottee whose name appears first and at the address given by the first named Allottee which shall for all intents and purposes be considered as properly served on all the Allottees.

32. GOVERNING LAW:

The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the 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 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 and have been mutually added/modified by the parties to the basic format suggested under the Rules. 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/supersession 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 Buildings, the Common Areas and Facilities, the ground floor layout and/or the said Apartment Unit as may be deemed necessary and/or as may be advised by the Architects

and/or as may be required by any authority and the same is and shall be deemed to be the previous written consent under the Act. Prior to the application for allotment of the said Apartment Unit the Allottee had been informed and made aware that the ground floor layout including the Common Areas and Facilities 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 and Facilities 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 as also regarding structural defect/damage 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 for Possession mentioned in Clause 7.2, whichever is earlier, the Allottee shall be deemed to be fully satisfied 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 Buildings, the Common Areas and Facilities, 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) 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 3(three) months thereafter.

(vi) The Promoter may at its option retain and/or not alienate and/or agree to alienate right to park in certain Car Parking Spaces and use the same for such purpose and in such manner including on a pay and use basis to third parties/visitors as may be deemed fit by the Promoter at its sole discretion and the Allottee hereby consents to the same.

(vii) In case any corridor/passage is common to two or more Apartments/Units then the Promoter may at the request of the Unit Owners of such two or more Units and subject to such terms and conditions as it may deem fit, allow installation of a door/gate at the entrance to the corridor/passage and the Allottee hereby consents to the

same.

(viii) 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 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 Promoter within the above time, then the Allottee shall be liable to pay to the Promoter compensation and/or damages that may be quantified by the Promoter and in default of such payment within 30 days, the Promoter 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) including shall be applicable regarding the amount that shall be refundable and the time for the same.

(ix) 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 Buildings 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 Buildings, then in that event the Allottee shall also be liable to pay to the Promoter compensation and/or damages that may be quantified by the Promoter.

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

(xi) Neither any of the (i) open and covered spaces in the Buildings and the said Land that are not included in the Common Areas and Facilities mentioned in **Schedule E**, (ii) other Apartments, Apartment Apartments/Units, Exclusive Open Terrace/s and Car Parking Spaces in the Buildings (except the right to park medium sized car(s) in the said Parking Space) and/or the Premises and (iii) 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 roofs of the Buildings including the Common Roof Areas 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 without the Allottee having any right, title, interest, claim or entitlement whatsoever in respect thereof and the Promoter 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 in its 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.

(xii) The entitlement of the Allottee in respect of the Common Areas and Facilities shall be variable depending on Additional/Further Constructions, if any, made and/or any Additional/Further Constructions 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 and/or any Additional/Further Constructions.

(xiii) The Promoter shall be entitled at all times to install, display and maintain its name, brand and/or logo on the roofs and boundary walls of the Project / Buildings. The Promoter and its agents shall be entitled to have unhindered access to roof and boundary walls of the Project / Buildings for maintenance, repairs, replacement purpose.

(xiv) 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 (fifteen) days of being required by the Promoter 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 may suffer.

(xv) The obligation of the Promoter under clause no. 12 hereinabove regarding defect liability shall be subject to the condition that the Promoter shall not be liable to rectify any defect occurring under the following circumstances:-

a) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Date of Possession of the said Apartment, the Promoter shall not be liable or responsible regarding 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 Date of Possession unto the Allottee, the Promoter shall not be liable or responsible regarding 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 shall not be liable or responsible regarding 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 the Date of Possession of the said Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the 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. Only any cracks developed for reasons other than those mentioned above shall be rectified by the Promoter.

f) If the materials and fittings and fixtures provided by the Promoter are not maintained by the Allottee or the Association in the manner in which same the same are 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 Facilities and/ or in the 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 Apartment, alters the state and condition of the purported defect then the Promoter shall be relieved of its obligations contained in clause 12 hereinabove.

(xvi) 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 30 days of being required by the Promoter 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 may suffer.

(xvii) The Promoter shall take steps for formation of the Association. Any association, company, syndicate, committee, body or society formed by any of the Unit Owners without the participation of the Promoter shall not be entitled to be recognised by the Promoter and shall not have any right to represent the Unit Owners or to raise any issue relating to the Buildings or the Premises. The maintenance of the Premises shall be offered/ made over to the Association, which shall be formed within the time mentioned in the West Bengal Apartment Ownership Act, 1972, and thereafter the Association shall be responsible for the maintenance of the Buildings 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 Unit Owners, to the Association after adjusting its dues, if any. The decision of the Promoter regarding the same shall be final and binding on the Allottee/Association.

(xviii) All the Unit Owners 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.

(xix) 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.

(xx) 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.

(xxi) 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 and such 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.

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

(xxiii) 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.

(xxiv) 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 Unit Owners and/or the Promoter.

(xxv) The obligations and covenants of the Allottee in respect of the user, maintenance and enjoyment of the said Apartment Unit, the Common Areas and Facilities, the Buildings and the Premises including payment of Maintenance Charges, electricity charges, local and property 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, local and property 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 Occupancy/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.

(xxvi) 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 Facilities and also irrespective of whether or not the Allottee is granted facility of parking any number of cars in the Mechanical Car Parking System by the Promoter and any non-user or non-requirement in respect of any Common Areas and Facilities 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 Charge. Any use of the Mechanical Car Parking System by the Unit Owners including the Allottee (if so granted) 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 Mechanical Car Parking System to which the Allottee hereby consents and agrees to keep the Vendors fully indemnified in respect thereof.

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

(xxviii) From the date of offering the handing over of maintenance to the Association, the Promoter shall not have any responsibility whatsoever regarding the Buildings 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, the Mechanical Car Parking System, 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 Unit Owners including the Allottee and/or the Association who shall also ensure continuous and timely 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 Unit Owners 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 Promoter 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 Promoter and/or its directors, employees or agents shall not have any liability or responsibility whatsoever under any circumstance.

(xxix) The Allottee has irrevocably consented and/or hereby irrevocably consents that the Vendors 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 roofs of the Buildings (including the Common Roof Areas) 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 Buildings and/or the Common Areas and Facilities and such future Additional/Further Constructions/ exploitation shall belong exclusively to the Promoter 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 and Facilities (including Common Areas and Facilities and installations, lift machine rooms and water tanks and the Common Roof Areas) to the ultimate roofs and also to make available the Common Areas and Facilities 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 Promoter has 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 and Facilities mentioned in Schedule 'E' shall not be reduced to the detriment of the Allottee.

The Allottee has further irrevocably consented and/or hereby irrevocably consents that the Promoter shall be entitled to develop other land or lands which are adjacent to and / or contiguous to and/or accessible through and /

or in the vicinity of, the said Land, in one or more phases and / or one or more independent developments (“**New Development(s)**”). Upon agreement(s) being made in respect of such other lands for one or more New Development(s), the Promoter may from time to time apply for sanctioned building plan /revised /modified plan in respect of the said Land and/or the other lands in relation to one or more New Development(s), including applying for a new independent sanctioned plan for New Development(s). It is clarified that intention of the Promoter to develop such other lands is not an obligation or commitment of the Promoter towards anyone including the Allottee but is a right and/or entitlement which may be exercised by the Promoter at its sole option and discretion.

In respect of the New Development(s), the Promoter shall be entitled to have with right to grant to the owners/occupants of the New Development(s) rights of use, ingress, egress and access from the road to the New Development(s) through the said Land and/or the Project including the drive ways, pathways and passages therein together with the rights and liberties over along with or under the said Land for obtaining, laying and having passage for drainage, sewerage, water, electricity, gas, telephone, cable TV, internet and other connections/ facilities amenities and utilities for serving the New Development(s)

In respect of the New Development(s), the Promoter shall be entitled to make such constructions, additions, alterations, modifications, etc., inter alia, in the said Land and the Common Areas and Facilities comprised in the Project as it may deem necessary including demolishing / removing / constructing any portion of any boundary walls and connecting utilities like water, sewerage, drainage, electricity, telephone, cable, etc. The Promoter shall also be entitled to provide and/or make available the Common Areas and Facilities comprised in the Project to the owners/occupants of the New Development(s) who shall also be entitled to use and enjoy the same in common. The Allottee and/or the Association of Unit Owners shall not be entitled to interfere with or obstruct or hinder in any manner the development, construction and/or sale of any of the New Development(s) and/or to the entitlement that may be allowed, permitted or granted by the Promoter to the owners/occupants of the New Development(s) in respect of the Common Areas and Facilities.

The Allottee further confirms having unconditionally and irrevocably consented to and hereby again unconditionally and irrevocably consents to all provisions relating to new Development(s) mentioned above and the same is and shall be deemed to be the previous written consent, and the Allottee agrees and undertakes, not to create any obstruction or hindrance, directly or indirectly regarding the same irrespective of any inconveniences, temporary or otherwise.

(xxx) 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 18 (eighteen) months have passed from the date of this Agreement.
- b) There is no default whatsoever by the Allottee in timely compliance with and/or timely 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 sum calculated at the rate of 2 (two) per cent of total amount payable by the nominee including Total Price/Agreed Consideration payable by the Allottee and the Allottee’s 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/LLP, 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/LLP 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 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 regarding the proposed Alienation.
- g) Any income tax liability that may become payable by the Promoter and/or the Owners due to there being any difference between the market valuation of the said Apartment Unit as per the Registration Authorities and the Agreed Consideration/Total Price payable by the Allottee and/or Allottee’s nominees, assignees etc. shall be compensated by the Allottee and/or Allottee’s nominees, assignees, etc. who shall pay to the Promoter and/or the Owner the agreed compensation equivalent to such income tax liability on such difference at the highest applicable tax rate at the prevailing time and any interest and/or penalty in respect thereof. Such payment shall be made by the Allottee and/or Allottee’s nominees, assignees within 15 days of demand by the Owners and/or the Promoter and such liability and obligation shall continue even after handing over of possession and/or execution and registration of the Deed of Conveyance.
- h) Any additional income tax liability that may become payable by

the Promoter due to nomination by the Allottee because of higher market valuation as per the Registration Authorities on the date of nomination, shall be compensated by the Allottee paying to the Promoter agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time. Such amount shall be payable by the Allottee on or before the nomination.

i) An undertaking in writing being given by the Assignee/Nominee confirming that the Assignee/Nominee shall forgo the stamp duty and registration fees paid on this Agreement for Sale and that the Assignee/Nominee shall make payment of the additional stamp duty and registration fees that may be payable due to such nomination without raising any dispute.

(xxxii) After the execution and registration of the Deed of Conveyance, the Allottee may alienate 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, local and property taxes etc. relating to the said Apartment Unit payable to the Maintenance Agency, and all other concerned persons/entities are paid by the Allottee in full prior to the proposed transfer/alienation. Such dues, if any, shall in any event, run with such proposed transfer and the transferee shall be liable to make payment of the same.

(xxxiii) The Promoter shall be entitled to sell the other Apartment Units on such terms and conditions as the Promoter may deem fit and proper and the same need not be the similar to those contained in this Agreement.

(xxxiiii) The said Exclusive Open Terrace, if mentioned in **Schedule A** hereto, shall have exclusive access from and be attached and appurtenant only to the said Apartment and shall be exclusively occupied and used by the Allottee for the purpose of private terrace only. The Allottee shall not be entitled to use the same for any other purpose or to make any construction thereon or to cover the same in any manner. The Allottee shall however be entitled to beautify and landscape the same provided however the same must always be fully open to sky without any covering, temporary

or permanent. Further the Exclusive Open Terrace cannot be enclosed by grills or glass doors/windows save and except the railing provided by the Promoter. The said Exclusive Open Terrace shall form an integral part of the said Apartment Unit and shall be transferable only as a part of the same and not independently or in any other manner.

(xxxiv) The Allottee confirms that he has agreed to purchase the said Apartment Unit with full knowledge that he would have no right, title, interest, claim or entitlement whatsoever in respect of Exclusive Open Terrace/s attached and/or appurtenant to other Apartments which shall be exclusively occupied and used by the respective Unit Owners and occupants thereof.

(xxxv) Notwithstanding anything to the contrary contained elsewhere in this Agreement or otherwise it is expressly agreed, understood and accepted by the Allottee that the Vendors shall be entitled to and have the absolute right to convert the existing sanctioned use of any of the other Apartment Units to such other use as the Vendors may decide at their sole discretion and the Allottee has irrevocably consented and/or hereby irrevocably consents to the same. However, the Allottee shall not be entitled to convert the said Apartment Unit to any other use and the said Apartment Unit shall be used only for the residential use.

(xxvi) 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 concerned authorities are meant to be used only for parking cars by the Unit Owners of this Project only to whom allotment is made for such use.

(b) The sizes of the Apartments/Units are different and the car parking space requirements of the Unit Owners also vary.

(c) For the sake of certainty and clarity and to avoid any confusion, specified car parking spaces including Mechanical Car Parking spaces shall be earmarked and allotted along with specified Units 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 Parking Space, if any, mentioned in Schedule A for exclusive use by the Allottee.

It is expressly made clear that only right of use shall be granted in respect of the said Parking Space, if any.

SCHEDULE 'A'**"SAID APARTMENT"**

ALL THAT the Apartment No. _____ having Carpet Area of _____ square feet more or less and Built-Up Area of _____ square feet more or less and mutually agreed by the parties to be equivalent to Super Built-Up area of _____ square feet on _____ Floor of the Building / Tower named _____.

Together with an Exclusive Open Terrace of about _____ square feet on the _____ floor appurtenant and/or attached to the said Apartment and delineated in **GREEN** colour on the plan annexed hereto. *[Note: Please delete in respect of Apartments not having appurtenant Exclusive Open Terrace]*

The said Apartment is proposed to be made ready for handing over possession by 13th June, 2027 subject to a grace period of 12 (twelve) months, unless there is delay due to Force Majeure or reasons beyond control.

"Said Parking Space(s)"

The Allottee shall also have the right to park:

- (a) _____ number of cars in the independent covered car parking space on the ground floor;
- (b) _____ number of cars in the dependent covered car parking space on the ground floor;
- (c) _____ number of cars in the open car parking space in the open area on the ground floor;
- (d) _____ number of cars in the _____ space of the Mechanical Car Parking System in the open area on the ground floor

The location of the Said Parking Spaces shall be specified by the Promoter on or before the Date of Possession)

SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT

PLAN ATTACHED

SCHEDULE 'C'- PRICE DETAILS & PAYMENT PLAN

[Agreed Consideration/Total Price]

Agreed Consideration/Total Price for the said Apartment Unit	Rs. _____/-
Total=	Rs. _____/-

(Rupees _____ only) (Excluding GST)

[Payment Schedule]

Application Money	:	Rs. 2,00,000/- + GST
Final Allotment Amount payable on or before execution of Agreement for Sale	:	10% of Total Price (Booking Amount) – Application Money + GST
On completion of Ground Floor Slab Casting of the Building/Tower having the said Apartment	:	10% of Total Price + GST
On completion of 2nd Floor Roof Casting of the Building/Tower having the said Apartment	:	10% of Total Price + GST
On completion of 4th Floor Roof Casting of the Building/Tower having the said Apartment	:	10% of Total Price + GST
On completion of 6th Floor Roof Casting of the Building/Tower having the said Apartment	:	10% of Total Price + GST
On completion of 8th Floor Roof Casting of the Building/Tower having the said Apartment	:	10% of Total Price + GST
On completion of 10th Floor Roof Casting of the Building/Tower having the said Apartment	:	05% of Total Price + GST
On completion of Top Floor Roof Casting of the Building/Tower having the said Apartment	:	05% of Total Price + GST
On completion of Flooring of the said Apartment	:	15% of Total Price + GST
On completion of the said Apartment	:	10% of Total Price + GST
On Possession of the said Apartment	:	5% of Total Price + GST
Total	:	100%

SCHEDULE 'D'- SPECIFICATIONS

1.	Foundation:	Pilling & Earthquake Resistant RCC Structure
2.	Flooring:	
	Bedrooms:	Vitrified Tiles of KAJARIA or

		equivalent brand
	Living/Dining:	Vitrified Tiles of KAJARIA or equivalent brand
	Balcony:	Ceramic/Vitrified Tiles of KAJARIA or equivalent brand
	Staircase/Service Area	Kota Stone/Tiles
	Entrance Lobbies:	Vitrified tiles of KAJARIA or equivalent brand
	Car Parking Spaces:	Chequered Tiles/Paver/Grass Paver
3.	Electrical:	Split AC points in living/dining and all the bedrooms, with connection to AC ledges. Provision for Cable TV in Living room and all bedrooms, Intercom + Broadband wiring in Living room. Sufficient 15 amp & 5 amp. Electrical points in all bedrooms, Living/Dining, Kitchen & Toilets. Concealed wiring with MCB. Doorbell point at the main entrance door. Switches of Northwest/Havells or equivalent brand.
4.	Walls:	AAC Blocks
5.	Wall finish:	Plaster of Paris
6.	Common Lighting:	Overhead illumination for compound & street lighting Ample illumination in all lobbies, staircases & common areas
7.	Kitchen:	Flooring: Ceramic Tiles of KAJARIA or equivalent brand Platform: Granite Sink: Stainless Steel Dado: Ceramic Tiles of KAJARIA or equivalent brand upto 2ft from above the granite platform. Electrical Point for Chimney, Water Purifier, Refrigerator Provision for exhaust fan.
8.	Toilets:	Flooring: Ceramic Tiles of KAJARIA or equivalent brand Walls: Ceramic Tiles of KAJARIA or equivalent brand Sanitary Fittings: PARRYWARE/ESSCO JAQUAR or equivalent brand. CP fittings: PARRYWARE/ESSCO JAQUAR or equivalent brand. Electrical Points: Points for Geyser &

		provision for exhaust fan.
9.	Doors & Window	Door frame: Wooden
		Main door: Flush door BWR with locks
		Internal doors: Flush door DWR with locks
		Windows: Aluminium with colour powder coating.
10.	Lifts	OTIS/KONE or equivalent brand
11.	Generator/Power Back-up	For limited Common Areas On additional payment-2 BHK Apartment-500W and 3BHK/3BHK (premium) Apartment-750W
11.	Security & Fire Safety	24*7 Security, CCTV Surveillance, Intercom Connectivity, smoke Detector, Fire Alarm, Fire Fighting System.

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

1. Entrance and Exit gates of each Buildings/Towers/Premises.
2. Lobbies, common passages and staircases of each Buildings/Towers and common paths, Open Pathways, drive ways in the Premises
3. Lift pits, chute and machine rooms of the lifts comprised in Buildings/Towers
4. Lift and lift machinery of Buildings/Towers
5. Common drains, sewers and pipes (save those inside any Apartment), Sewer Treatment Plant and Water Treatment Plant
6. Common water reservoir, water tank and fire tank appurtenant to the Buildings/Towers
7. Wires and accessories for lighting of Common Areas and Facilities of the Buildings/Towers
8. Pump and motor
9. Common Roof Areas (as defined)
10. Security goomty at main Entrance and Exit gates of the Premises
11. Boundary walls
12. Fire Fighting Equipment, System and Fire Pump Room
13. Rainwater Harvesting

14. Maintenance Office Room on ground level
15. Electrical installation relating to meter, meter room and transformer for supply of electricity from WBSEDCL
16. Common Generator for common lights, lifts, pumps and other common facilities and for providing standby power for lobby, common light (s), lift (s), pump (s) and other common services as also against additional payment for the said Apartment Unit
17. Landscaped Garden on ground level
18. Children Play Room on ground level
19. Kid's Play Area on ground level
20. Swimming Pool including Kid's Pool on podium level
21. Covered Deck Area & Changing Room on podium level
22. Community Hall with Pantry on podium level
23. Indoor Gymnasium on podium level
24. Open GYM on ground level
25. Yoga Room on podium level
26. Indoor Games Room on podium level
27. Multipurpose Court on podium level
28. Multipurpose Hall on ground level
29. Pet Zone on ground level
30. Adda Zone on podium level
31. Barbeque Terrace on podium level
32. Cabana on ground level Skyplex on podium level
33. Jogging Area & Walking Trails on ground level
34. Solar Panel on the Common Roof Areas as per norms of concerned authorities
35. Gazebo on podium level
36. Pocket Garden on ground level
37. Co-Working Space with cafeteria & High-Speed Wi-Fi connectivity on podium level

38. EV Charging space with 5 (five) charging points on ground level
39. Security guards and CCTV surveillance
40. Intercom

SCHEDULE F- DEFINITIONS

- (a) **“Act”** shall mean the Real Estate (Regulation and Development) Act, 2016;
- (b) **“Additional Construction”** shall mean all future vertical and horizontal exploitation of the Buildings/Towers and/or the Premises by way of additional/further construction in the Premises from time to time including by raising of any additional floor/storey/construction over the roof of the Buildings (including the Common Roof Areas) and/or by way of construction of additional buildings/structures in the open land/spaces in the Premises that may be made by the Vendors and shall belong to the Vendors with full right to transfer the same and receive the consideration thereof and the transferees and occupiers thereof shall have similar rights as the Allottee herein in respect of the Common Areas and Facilities;
- (c) **“Additional Liabilities”** shall mean the additional liabilities mentioned in **Part I of Schedule G** which are to be paid by the Allottee in addition to the Agreed Consideration/Total Price and shall also include any other additional amounts that may be required to be paid by the Allottee;
- (d) **“Agreed Consideration/Total Price”** shall mean the consideration mentioned in **g** payable by the Allottee for acquiring the said Apartment Unit;
- (e) **“Apartment”** shall mean any residential apartment together with an Exclusive Open Terrace, if any, appurtenant thereto and/or any other covered space in the Buildings/Towers which is capable of being exclusively owned, used and/ or enjoyed;
- (f) **“Apartment Unit”** shall mean any Apartment and/or other covered space including the Exclusive Open Terrace, if any, appurtenant thereto in the Buildings which is capable of being exclusively owned, used and enjoyed by any Unit Owner, the right, if any, to park car in Car Parking Spaces, the undivided, impartible, variable, proportionate share or interest in the Common Areas and Facilities with right to use and enjoy the same in common and wherever the context so intends or permits, shall include the Undivided Share attributable to such Apartment;
- (g) **“Architects”** shall mean Agrawal & Agrawal who have been appointed as the architects for the Project by the Promoter and/or such other Architects whom the Promoter may from time to time appoint as the Architects for the Project;

- (h) **“Association”** shall mean the Association, Syndicate, Committee, Body, Society or Company which would comprise the representatives of all the buyers of Apartment Units and which shall be formed or incorporated at the instance of the Promoter for the Common Purposes with such rules and regulations as shall be framed by the Promoter;
- (i) **“Buildings/Towers”** shall mean the presently proposed 5(five) Buildings/Towers named “Axis”, “Beam”, Comet”, Delta” and “Electron” having residential apartments, Car Parking Spaces and Common Areas and Facilities and other constructions to be constructed on the Premises by the Promoter in terms of the Plans and shall also mean Additional/Further Constructions that may be constructed on the Premises by the Promoter from time to time wherever the context so permits;
- (j) **“Built-Up Area”** in relation to an Apartment/Unit shall mean the plinth area of that Unit (including the area of bathrooms and balconies, if any, appurtenant thereto but excluding the area of the Exclusive Open Terrace, if any, appurtenant thereto) and also the thickness of the walls (external and internal), the columns and pillars therein, provided that, if any wall, column or pillar be common between the two Units then 1/2 (one-half) of the area under such wall, column or pillar shall be included in such Apartment;
- (k) **“Carpet Area”** shall have the meaning as ascribed to it under the Act;
- (l) **“Car Parking Spaces”** shall mean the spaces in the (i) the open parking on the ground floor, (ii) open Mechanical Car Parking System on the ground floor and (iii) covered parking on the ground floor, in respect of which right to park shall be allotted by the Promoter;
- (m) **“Common Areas and Facilities and Facilities”** shall mean the areas and facilities mentioned in **Schedule E**;
- (n) **“Common Expenses”** shall mean all costs and expenses mentioned in **Schedule K** for the management, maintenance and upkeep of the Buildings, the Common Areas and Facilities and the expenses for Common Purposes;
- (o) **“Common Purposes”** shall include the purpose of maintaining and managing the Premises, the Buildings and in particular the Common Areas and Facilities and Facilities, rendition of services in common to the Unit Owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartment exclusively and the Common Areas and Facilities and Facilities in common;
- (p) **“Common Roof Areas”** shall mean only the ultimate roofs of the Buildings/Towers along with the Lift Machine Rooms and the water tank thereon;

- (q) **“Gram Panchayat”** shall mean the Jyangra Hatiara-II Gram Panchayat and its different departments and officers and shall also include other concerned authorities that may recommend, approve, sanction, modify, extend 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 Owner and the Promoter in favour of the Allottee in respect of the said Apartment upon the Allottee complying with all of the Allottee’s obligations, paying and depositing all amounts in time and not committing any breach or default;
- (t) **“Deposits”** shall mean the deposits to be made by the Allottee as mentioned in **Part II of Schedule G** and shall also include any other amount that the Allottee may be required to deposit;
- (u) **“Development Agreement”** shall mean and include the agreements and documents executed from time to time by and between the Owners and the Promoter relating to development of the Premises including the Development Agreement dated 14th June, 2023 registered at the office of the Registrar of Assurances-IV, Kolkata, in Book No. I, Volume No. 1904-2023, at Pages 424781 to 424846, Being no. 190408417 for the year 2023 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 Open Terrace/s”** shall mean the open terrace/s attached and/or appurtenant to only certain Apartments in the Buildings, each open terrace having access from a certain Apartment only and meant to be owned, used and enjoyed exclusively by the Unit Owners of such Apartment;
- (u) **“Maintenance Agency”** shall mean the Promoter itself or any agency appointed by the Promoter for maintenance and shall mean the Association after it is handed over the maintenance of the Buildings and Common Areas and Facilities and Facilities;
- (w) **“Maintenance Charges”** shall mean the proportionate amount of Common Expenses payable quarterly by the Allottee to the Maintenance Agency;
- (x) **“Mechanical Car Parking System”** shall mean the mechanical car parking system installed on the ground floor comprising of separate sets of parking cars, each set having 2 levels for parking of 2 cars (1 above and 1 below), and the two car parking spaces in each set may be allotted to 2 different Unit Owners 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.
- (y) **“Notice for Possession”** shall mean the notice to be issued by the Promoter to the

Allottee in terms of Clause 7.2;

- (z) **“Plan/Plans”** shall mean the plans of the Buildings which have been sanctioned and approved by Rajarhat Panchayat Samity, Rajarhat, North 24 Parganas vide Approval No. 911/RPS dated 30th November, 2021 upon issue of the No Objection Certificate for sanction of building plan for construction purpose by the New Town Kolkata Development Authority vide Memo 9096/NKDA/BPS-04(36)/2014 dated 7th September, 2021 and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architects including variations/modifications/alterations therein that may be made by the Promoter, if any, as well as all revisions, renewals and extensions, if any;
- (aa) **“Power of Attorney”** shall mean and include all powers and authorities executed and/or granted by the Owners in favour of the Promoter from time to time relating to development of the Premises including the Power of Attorney dated 15th June, 2023 registered at the office of the Additional Registrar of Assurances, Kolkata in Book no. I, Volume no. 1904-2023, at Pages 424732 to 424780, Being no. 190408503 for the year 2023 and shall also include all modifications, alterations and changes, if any, made and/or that may be made therein from time to time;
- (bb) **“Premises”** shall mean the said Land described in Schedule H containing by estimation an area of about 406.617 (four hundred and six point six one seven) Decimals equivalent to about 246 (two hundred and forty six) Cottahs 6 (six) Chittacks and 43 (forty three) Square Feet, comprised in R.S./L.R. Dag Nos.1299, 1301, 1302, 2701 and 2702, presently recorded under L.R. Khatian Nos. 3044, 3144, 3145, 3146, 3147, 3150, 3157, 3158, 3161, 3162, 3172, 4217, 4218, 4219, 4221, 4222, 4327, 5474, 5475, 7172, 8224, 8225, 8226, 8227, 8228, 8229, 8230, 8231, 8305, 8749, 8750, 8752, 8945, 8947, 8948, 10126, 10909, 10925, 10972 and 11744, lying and situate at Mouza Ghuni, J.L. No 23, within the jurisdiction of Jyangra Hatiara-II Gram Panchayat, Police Station New Town, Post Office Gouranganagar, District North 24 Parganas, Pincode-700162, wherever the context permits, the Buildings and Common Areas and Facilities to be constructed thereon;
- (cc) **“Project”** shall mean the work of development of the Premises by the Promoter, construction and completion of the Buildings/Towers (including Additional/Further Constructions), marketing and sale of the Apartments/Units and other rights, handing over of possession of the completed units to the Unit Owners and execution and registration of the Deeds of Conveyance in favour of the Unit Owners;
- (dd) **“Project Advocates”** shall mean Messrs. R. Ginodia & Co., Advocates of 6, Church Lane Kolkata - 700 001 appointed by the Vendors and/or such other Advocates whom the Vendors may from time to time appoint as the Advocates for the Project.
- (ee) **“Regulations”** shall mean the regulations that may be made under the Real Estate (Regulation and Development) Act, 2016, applicable to West Bengal;

- (ff) **“Rights on Allottee’s Default”** shall mean the rights mentioned in Clause 9.3 to which the Vendors shall be entitled in case of any default or breach by the Allottee;
- (gg) **“Rules”** shall mean the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016;
- (hh) **“Said Apartment”** shall mean the Apartment (including the servant quarter appurtenant thereto) together with Exclusive Open Terrace, if any, described in **Schedule A** hereto;
- (ii) **“Said Apartment Unit”** shall mean the said Apartment, the Said Parking Space, (if any), the proportionate variable, undivided, indivisible and impartible share or interest in the Common Areas and Facilities and Facilities with right to use and enjoy the same in common and wherever the context so intends or permits, shall include the said Undivided Share;
- (jj) **“Said Land”** shall mean the land containing by estimation an area of about 406.617 (four hundred and six point six one seven) Decimals equivalent to about 246 (two hundred and forty six) Cottahs 6 (six) Chittacks and 43 (forty three) Square Feet comprised in the Premises and morefully described in **Schedule H**;
- (kk) **“Said Parking Space”** shall mean the right to park medium sized car(s), if any, appurtenant to the said Apartment described in **Schedule A** hereto;
- (ll) **“Said Undivided Share”** shall mean the proportionate variable, undivided, indivisible and impartible share or interest in the land comprised in the Premises which is attributable to the said Apartment;
- (mm) **“Section”** shall mean a section of the Act;
- (nn) **“Sinking Fund”** shall mean the fund comprising of the amounts to be paid / deposited and/or contributed by each Unit Owner, including the Allottee herein, towards sinking fund which shall be ultimately held by the Maintenance Agency for the purpose of major repairs, replacements and additions to the Common Areas and Facilities and Facilities and other contingencies;
- (oo) **“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 _____ per cent of the built up area of the said Apartment (excluding the Exclusive Open Terrace area, if any)
- (pp) **“Undivided Share”** in relation to an Apartment shall mean the proportionate variable, undivided, indivisible and impartible share or interest in the land comprised in the Premises which is attributable to the concerned Apartment;
- (qq) **“Unit”** shall according to the context mean any unit in the Buildings/Towers,

whether an Apartment Unit;

- (rr) **“Unit Owners”** shall, according to the context, mean all allottees and/or intending allottees of different Apartments/Units in the Buildings and shall also include the Vendors (and their transferees) in respect of such Apartments/Units as may be retained and/or not alienated and/or not agreed to be alienated by them;
- (ss) **“Vendors”** shall mean jointly the Owner and the Promoter and where the context so permits, refer to only such of them as is concerned with the relevant matter/issue;
- (tt) **“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 the time specified below and in case time is not specified then within 15 (fifteen) days of demand without raising any objection whatsoever regarding the same:

- (i) Goods and Service 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 along with the payment of the respective installment or within 15 days of demand by the Promoter, whichever is the earliest.
- (ii) Charges for common electricity connection (HT/LT), transformer, generator etc. (excluding individual electricity deposit and electric meter for the said Apartment) year at the rate of Rs. 175/- (Rupees one hundred and seventy five) per Square Feet of the Super Built-up Area shall be payable to the Promoter on completion of Top Floor Roof Casting of the Building/Tower having the said Apartment.
- (iii) Maintenance Charge for first year at the rate of Rs. 36/- (Rupees thirty six) per Square Feet of the Super Built-up Area together with applicable Goods and Service Tax, shall be payable on completion of flooring of the said Apartment.
- (iv) Association formation charges of Rs.3,000/- (Rupees three thousand) per Apartment together with applicable Goods and Service Tax, shall be payable to the Promoter on or before the Date of Possession.
- (v) Legal Fees at the rate of Rs. 30,000/- (Rupees thirty thousand) per Apartment payable directly to the Project Advocates; 50 per cent of which shall

be paid on or before execution and registration of Agreement for Sale and the balance 50 per cent shall be paid at the time of taking the possession of the said Apartment Unit.

(vi) Holding Charges at the rate of Rs.5,000/- (Rupees five thousand) per month or part thereof, if applicable together with applicable Goods and Service Tax

(vii) Betterment and/or development charges and any other tax, duty levy, cess, or charge that may be imposed or charged, if any, in connection with construction or transfer of the said Apartment Unit in favour of the Allottee.

(viii) Proportionate costs, charges and expenses for betterment and/or development charges and any other tax, duty levy, cess, or charge that may be imposed or charged regarding the Premises or the Buildings or the construction or transfer in terms hereof.

(ix) 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.

(x) 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 of the Plans in relation to the said Apartment.

(xi) Proportionate costs, charges and expenses for providing any additional or special provision, fitting or amenity in the Buildings and/or the Premises.

(xii) Applicable Goods and Service 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

The following Deposits are not included in the Total Price/Agreed Consideration and the Allottee has agreed and undertaken to pay the same within the time specified below and in case time is not specified then within 15 (fifteen) days of demand without raising any objection whatsoever regarding the same:

(i) Deposit for local and other property taxes at the rate of Rs. 20/- (Rupees twenty) per square feet of Super Built-up Area of the said Apartment shall be payable to the Promoter on or before the Date of Possession. Such Deposit shall be used for payment/reimbursement of local and property taxes paid by the Promoter on behalf of the Allottee. In the event of the actual amount of local and property taxes paid /reimbursed being less than the deposit amount, the excess amount shall be refunded to the Allottee by the Promoter. If, however, the actual amounts of local and property taxes paid/reimbursed are more than the deposit amount, then the deficit amount shall be paid by the Allottee to the Promoter within 7 days of demand.

(ii) Deposit for Sinking Fund of Rs. 30/- (Rupees thirty) per Square Feet. of Super Built Up area shall be payable to the Promoter on or before the Date of Possession.

(iii) Security Deposits for any other item in respect of which payment is to be made by the Allottee.

(iv) Applicable Goods and Service 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.

SCHEDULE H

(SAID LAND)

ALL THAT piece and parcel of land measuring about 406.617 (four hundred and six point six one seven) Decimals equivalent to about 246 (two hundred and forty six) Cottahs 6 (six) Chittacks and 43 (forty three) Square Feet, comprised in R.S./L.R. Dag Nos.1299, 1301, 1302, 2701 and 2702, presently recorded under L.R. Khatian Nos. 3044, 3144, 3145, 3146, 3147, 3150, 3157, 3158, 3161, 3162, 3172, 4217, 4218, 4219, 4221, 4222, 4327, 5474, 5475, 7172, 8224, 8225, 8226, 8227, 8228, 8229, 8230, 8231, 8305, 8749, 8750, 8752, 8945, 8947, 8948, 10126, 10909, 10925, 10972 and 11744, lying and situate at Mouza Ghuni, J.L. No 23, within the jurisdiction of Jyangra Hatiara-II Gram Panchayat, Police Station New Town, Post Office Gouranganagar, District North 24 Parganas, Pincode-700162 and butted and bounded in the following manner:

On the North:	By Part of Dag Nos. 1299, 1302 and few 2 storied building;
On the South:	By Bagjola Canal Side Road;
On the East:	By Part of L. R. Dag no. 2702 and Panchayat Road; and

On the West:	By Part of L. R. Dag no. 2702 and Panchayat Road.
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OR HOWSOEVER OTHERWISE the same may be butted, bounded, called, known, numbered, described or distinguished.

The respective land area comprised in each of the above Dags is mentioned in the table below.

SL. No.	R.S/L.R. Dag No.	Land Area (in Decimals)	Land Area (in Cottahs-Chittacks-square feet)
1.	1299	11.6646	7 Cottahs-1 Chittacks-5 Square Feet
2.	S 1301	3.3000	2 Cottahs
3.	C 1302	37.1135	22 Cottahs-7 Chittacks-40 Square Feet
4.	H 2701	31.7167	19 Cottahs-3 Chittacks-25 Square Feet
5.	E 2702	322.8225	195 Cottahs-10 Chittacks-18 Square Feet
	D Total	406.6173	246 Cottahs-6 Chittacks-43 Square Feet

SCHEDULE I

(DETAILS OF PURCHASE DEEDS OF THE OWNERS IN RESPECT OF THE SAID LAND)

Sl. No.	Name of the Owners	Deed Details	Dag No.	Land Details		
				Cottahs	Chittacks	Square Feet
1.	Yashaswi Commercial Private Limited	Registered at the office of the District Sub-Registrar-II, North 24 Parganas, in Book No. I, Volume No. I, at Pages 1 to 14, being Deed No. 6449 for the year 2006	2702	6	11	22.5
2.	Himgiri Advisory (P) Limited	Registered at the office of the District Sub-Registrar-II, North 24 Parganas, in Book No. I, Volume No. I, at Pages 1 to 13, being Deed No. 6450 for the year 2006	2702	7	5	22.5
3.	Gammon Trades Private Limited	Registered at the office of the District Sub-Registrar-II, North 24 Parganas, in Book No. I, Volume No. I, at Pages 1 to 14, being Deed No. 6914	2702	6	11	22.5

		for the year 2006				
4.	Glaze Traders Private Limited	Registered at the office of the District Sub-Registrar-II, North 24 Parganas, in Book No. I, Volume No. I, at Pages 1 to 14, being Deed No. 6913 for the year 2006	2702	6	11	22.5
5.	Megabytes Advisory Private Limited	Registered at the office of the District Sub-Registrar-II, North 24 Parganas, in Book No. I, Volume No. I, being Deed No. 9257 for the year 2006	2702	5	8	0
6.	Galaxy Advisory Private Limited	Registered at the office of the District Sub-Registrar-II, North 24 Parganas, in Book No. I, Volume No. I, at Pages 1 to 14, being Deed No. 9256 for the year 2006	2702	5	8	0
		Registered at the office of the Additional Registrar of Assurances-III, Kolkata, in Book No. I, Volume No. I903-2020, at Pages 251884 to 251913, being Deed No. 5531 for the year 2020	1301	2	0	0
7.	Glaze Commercial Private Limited	Registered at the office of the District Sub-Registrar-II, North 24 Parganas, in Book No. I, Volume No. I, at Pages 1 to 14, being Deed No. 6912 for the year 2006	2702	7	5	22.5
8.	Multiplex Advisory Private Limited	Registered at the office of the District Sub-Registrar-II, North 24 Parganas, in Book No. I, Volume No. I, at Pages 1 to 14, being Deed No. 9262 for the year 2006	2702	5	8	0
9.	Tridev Sales Private Limited	Registered at the office of the Registrar of Assurances-II, Kolkata, in Book No. I, CD Volume No. 13, at Pages 4675 to 4691, being Deed No. 4644 for the year 2013	2701	5	4	35
		Registered at the office of the Registrar of Assurances-III, Kolkata, in Book No. I, Volume No. 1903-2020, at Pages 216147 to 216176, being Deed No. 4628 for the	2701	1	6	0

		year 2020				
10.	Raghunath Goods Private Limited	Registered at the office of the Registrar of Assurances-II, Kolkata, in Book No. I, CD Volume No. 14, at Pages 4948 to 4966, being Deed No. 4813 for the year 2013	2701	5	4	35
11.	Himgiri Merchants Private Limited	Registered at the office of the District Sub-Registrar-II, North 24 Parganas, in Book No. I, Volume No. 1, at Pages 1 to 14, being Deed No. 6918 for the year 2006	2701	7	4	0
12.	Dignity Goods Private Limited	Registered at the office of the Registrar of Assurances-III, Kolkata, in Book No. I, Volume No. 1903-2020, at Pages 216195 to 216223, being Deed No. 4630 for the year 2020	1302	1	7	25
		Registered at the office of the Registrar of Assurances-II, Kolkata, in Book No. I, CD Volume No. 35, at Pages 3704 to 3723, being Deed No. 11930 for the year 2013	1299	2	2	25
		Registered at the office of the Registrar of Assurances-II, Kolkata, in Book No. I, CD Volume No. 35, at Pages 3724 to 3743, being Deed No. 11931 for the year 2013	1299	2	2	25
13.	AMB Realtors Private Limited	Registered at the office of the District Sub-Registrar-II, North 24 Parganas, in Book No. I, CD Volume No. 18, at Pages 6576 to 6589, being Deed No. 9282 for the year 2007	1302	2	0	0
		Registered at the office of the District Sub-Registrar-II, North 24 Parganas, in Book No. I, CD Volume No. 18, at Pages 6470 to 6483, being Deed No. 9274 for the year 2007	1299	2	12	0
		Registered at the office of the Registrar of Assurances-III, Kolkata, in Book No. I, Volume No. 1903-2020, at	1302	2	0	0

		Pages 216260 to 216290, being Deed No. 4631 for the year 2020				
14.	Password Vyapaar Private Limited	Registered at the office of the District Sub-Registrar-II, North 24 Parganas, in Book No. I, CD Volume No. 1, at Pages 1 to 24, being Deed No. 0021 for the year 2007	1302	6	8	15
15.	Mrs. Manju Malani	Registered at the office of the Registrar of Assurances-IV, Kolkata, in Book No. I, Volume No. 1904-2017, at Pages 372127 to 372151, being Deed No. 9756 for the year 2007	1302	6	8	0
16.	Piyush Dhoot	Registered at the office of the Registrar of Assurances-IV, Kolkata, in Book No. I, Volume No. 1904-2017, at Pages 374428 to 374453, being Deed No. 9762 for the year 2017	2702	7	6	22.5
17.	Mrs. Pushpa Dhoot	Registered at the office of Additional Registrar of Assurance-IV, Kolkata, in Book I, Volume No. 1904-2017, at Page 374847 to 374871, being Deed No. 9764 for the year 2017	2702	7	5	22.5
18.	Mrs. Santosh Devi Dhoot	Registered at the office of Additional Registrar of Assurance-IV, Kolkata, in Book I, Volume No. 1904-2017, at Page 374502 to 374525, being Deed No. 9763 for the year 2017	2702	7	5	0
19.	Kedarnath Dhoot (HUF)	Registered at the office of Additional Registrar of Assurance-IV, Kolkata, in Book I, Volume No. 1904-2017, at Page 372152 to 372176, being Deed No. 9757 for the year 2017	2702	7	5	22.5
20.	Khachariawas Dhoot Family Trust	Registered at the office of Additional Registrar of Assurances-IV, Kolkata, in Book No. I, Volume No. 1904-2022, at Pages 897025 to 897039, being Deed No.	2702	7	5	22.5

		14311 for the year 2022				
21.	Shyam Sunder Malani	Registered at the office of Additional Registrar of Assurance-IV, Kolkata, in Book I, Volume No. 1904-2017, at Page 372057 to 372080, being Deed No. 9754 for the year 2017	1302	2	0	0
		Registered at the office of the Additional Registrar of Assurances-IV, Kolkata, in Book No. I, Volume No. 1904-2017, at Pages 371283 to 371307, being Deed No. 9752 for the year 2017	2702	2	14	0
		Registered at the office of the Additional Registrar of Assurances-IV, Kolkata, in Book No. I, Volume No. 1904-2017, at Pages 372033 to 372056, being Deed No. 9753 for the year 2017	1302	2	0	0
22.	Shri Ram Residency Private Limited	Registered at the office of the Additional Registrar of Assurances-II, Kolkata, in Book No. I, CD Volume No. 5, at Pages 7021 to 7033, being Deed No. 1833 for the year 2009	2702	7	5	22.5
23.	Nityanand Sonthalia	Registered at the office of the Additional Registrar of Assurances-II, Kolkata, in Book No. I, CD Volume No. 5, at Pages 7008 to 7020, being Deed No. 1832 for the year 2009	2702	7	5	22.5
24.	Mrs. Ritika Sonthalia	Registered at the office of the Additional Registrar of Assurances-II, Kolkata, in Book No. I, CD Volume No. 5, at Pages 5919 to 5931, being Deed No. 1838 for the year 2009	2702	7	5	22.5
25.	Mrs. Nidhi Tibrewala Nee Sonthalia	Registered at the office of the Additional Registrar of Assurances-II, Kolkata, in Book No. I, CD Volume No. 5, at Pages 6995 to 7007, being Deed No. 1831 for the year 2009	2702	7	5	22.5

26.	Shri Ram Ozone Distribution Private Limited	Registered at the office of the Additional Registrar of Assurances-IV, Kolkata, in Book No. I, Volume No. 1904-2016, at Pages 409670-409703, being Deed No. 11102 for the year 2016	2702	7	5	22.5
27.	Pradeep Kumar Sonthalia	Registered at the office of the Additional Registrar of Assurances-II, Kolkata, in Book No. I, CD Volume No. 5, at Pages 6956 to 6968, being Deed No. 1827 for the year 2009	2702	5	11	36
28.	Sliverspring Advisory Private Limited	Registered at the office of the District Sub-Registrar-II, North 24 Parganas, in Book No. I, Volume No. 2, at Pages 1 to 13, being Deed No. 6452 for the year 2006	2702	7	5	0
29.	Exclusive Facility Management Private Limited	Registered at the office of the Additional Registrar of Assurances-II, Kolkata, in Book No. I, Volume No. 1904-2016, at Pages 409769-409801, being Deed No. 11105 for the year 2016	2702	7	5	22.5
30.	Atishay Agencies Private Limited	Registered at the office of the Additional Registrar of Assurances-IV, Volume No. 1904-2016, at Pages 409738-409768, Kolkata, in Book No. I, being Deed No. 11104 for the year 2016	2702	7	5	22.5
31.	Sevenwise Promoters Private Limited	Registered at the office of the Additional Registrar of Assurances-IV, Volume No. 1904-2016, at Pages 409869-409902, Kolkata, in Book No. I, being Deed No. 11108 for the year 2016	2702	7	5	22.5
32.	Fastspeed Realestate Private Limited	Registered at the office of the Additional Registrar of Assurances-IV, Kolkata, in Book No. I, Volume No. 1904-2016, at Pages 409704 to 409737, being Deed No. 11103 for the year 2016	2702	5	11	36

33.	Hardsoft Infratech Private Limited	Registered at the office of the Additional Registrar of Assurances-IV, Kolkata, in Book No. I, Volume No. 1904-2016, at Pages 409903-409936, being Deed No. 11109 for the year 2016	2702	7	5	22.5
34.	Newtown Promoter Private Limited	Registered at the office of the Additional Registrar of Assurances-IV, Volume No. 1904-2016, at Pages 409835-409868, Kolkata, in Book No. I, being Deed No. 11107 for the year 2016	2702	7	5	22.5
35.	Acotech Realestate Private Limited	Registered at the office of the Additional Registrar of Assurances-IV, Volume No. 1904-2016, at Pages 409802-409834, Kolkata, in Book No. I, being Deed No. 11106 for the year 2016	2702	5	11	36
36.	Sonotel Hospitality Private Limited	Registered at the office of the Additional Registrar of Assurances-IV, Kolkata, in Book No. I, Volume No. 1904-2017, at Pages 9209 to 9239, being Deed No. 0103 for the year 2017	2702	6	11	22.5
			Total	246	6	43

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 Buildings/Towers and/or the said Premises or on any portion thereof;

- e) Use the Common Areas and Facilities mentioned in Schedule E, without causing any hindrance or obstruction to other Unit Owners and occupants of the Buildings/Towers;
- f) Keep the said Apartment and party walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Apartment in the Buildings/Towers 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 Buildings/Towers;
- 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 and Facilities and 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 Buildings/Towers;
- 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 Buildings/Towers 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/- (Rupees one hundred and fifty) per square feet of the super built up area of the said Apartment Unit together with applicable Goods and Service 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 and Facilities only to the extent required for ingress to and egress from the said Apartment of men, materials and utilities;
- j) 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 Unit Owners. 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 Buildings, the Premises and outside walls of the Buildings save in the manner indicated by the Promoter/Maintenance Agency/Association of Unit Owners (upon formation)
- k) 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;
- l) Pay local and other property taxes and all other rates, taxes, levies, duties, charges, impositions, outgoings and expenses in respect of the Buildings 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 Panchayat;

- m) Pay for other utilities consumed in or relating to the said Apartment Unit;
 - n) Allow the other Unit Owners the right to easements and/or quasi-easements;
 - o) Regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, local and property taxes and other taxes and payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;
 - p) To make payment of applicable Goods and Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Promoter, 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
 - q) Observe and comply with such other covenants as be deemed reasonable by the Promoter for the Common Purposes; and
 - r) Use the Car Parking Spaces for parking of cars without making any construction over the same and to ensure that each Car Parking Space can be used for parking only and not for any other purpose such as to store articles, goods and materials.
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 store any heavy article inside the said Apartment Unit that may cause damage to the flooring in any manner;
 - 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 Buildings/Towers 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 do anything that may affect the structural strength of the beams, columns, partition walls or any portion of the Buildings 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;
 - e) Not to do any addition, alteration, structural changes, construction or demolition in the said Apartment Unit without prior written permission/sanction from concerned authorities subject to the condition that the same is not restricted under any other provision of this Agreement;
 - f) Not to make any form of alteration in or cut or damages the beams and columns passing through the said Apartment Unit or the Common Areas and Facilities for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;

- g) 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 Buildings/Towers under any circumstances 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. 150/- (Rupees one hundred and fifty) 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 (fifteen) days from being called upon to do so by the Promoter and the removing of box grill it at all put up by the Allottee shall be made at the cost of the Allottee;
- h) 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 Buildings or the Premises or may cause any increase in the premium payable in respect thereof;
- i) 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 Buildings and/or disturb them;
- j) Not to close or permit the closing of verandahs or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation;
- k) Not to affix any coloured films or materials on the Buildings/Towers and not to decorate the exterior of the Buildings 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 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/- (Rupees one hundred and fifty only) 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 the cost of the Allottee within 15 (fifteen) days from being called upon to do so by the Promoter;
- 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 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;
- o) Not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance Agency/Association;
- q) Not to or permit any alteration in the elevation and to decorate the exterior of the Buildings and outside colour scheme of the exposed/external walls or external doors and windows including grills/gates of the said Apartment Unit 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 or deviation or which in the opinion of the Promoter may affect the elevation of the Buildings;
- r) 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 and Facilities or installations of the Buildings 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;
- s) Not to store or allow anyone to store any goods articles or things in or around the staircase, lobby, landings or other Common Areas and Facilities or installations of the Buildings;
- t) 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 Buildings;
- u) Not to claim any right over and/or in respect of any terrace or roof (other than the use of the Common Roof Areas only) of the Buildings or any open land at the Premises or in any other open or covered areas of the Buildings and the Premises not meant to be a common area or portion;
- v) 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 sale of the Buildings 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;
- w) 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 and Facilities.
- x) Not to object, obstruct or create any hindrance to the use of the Common Areas and Facilities particularly those mentioned in of Schedule E by the owners and occupiers of all Apartment Units and/or other spaces of the Project as also the Additional/Further Constructions;

- y) Not to shift or obstruct any windows or lights in the said Apartment or the Buildings 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;
- z) Not to cover the Common Areas and Facilities, fire exits, fire refuge platform and balconies/terraces (if any) of the said Apartment;
- aa) Not to block or occupy or encroach upon or obstruct or keep any article or goods in any pathways, passages, corridors, stairways, entrances or lobby or any of the Common Areas and Facilities in any manner whatsoever;
- bb) Not hang or cause to be hung clothes from the balconies of the said Apartment;
- cc) 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**;
- dd) Not to sell, transfer, let out or part with possession of the said Parking Space, if so agreed to be acquired by the Allottee hereunder, independent of the said Apartment and to use the same only for the purpose of parking of a motor car;
- ee) 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 Buildings;
- ff) Not to do any addition, alteration, structural changes, construction or demolition in the said Apartment Unit without prior written permission from the Panchayat 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. 150/- (Rupees one hundred and fifty) 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 (fifteen) days from being called upon to do so by the Promoter;
- gg) Not to raise or put up any kutchra or pucca constructions, grills, walls or enclosure of any kind around the Said 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;
- hh) 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 and Facilities;

- ii) Not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the Buildings and shall not project anything out of any window of the Premises;
- jj) Not to keep or harbour any bird or animal in the Common Areas and Facilities of the Premises;
- kk) Not to make claim of any right of pre-emption or otherwise regarding any of the other Apartments or any portion of the Buildings and/or the Premises;
- ll) Not to install any air-conditioner except at the spaces that may be specified by the Promoter for installation of the split type air-conditioner and its Outdoor Unit and at no point of time to change the position or arrangement for the installation of air-conditioner without prior written consent of the Promoter or the Association and under no circumstances to install any window type air-conditioner;
- mm) Not to install any external wires or cables that may be visible outside the said Apartment;
- nn) Not to put any film, whether coloured, reflective or otherwise on the windows/glass, whether external or internal;
- oo) 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 as per the rules of WBFES;
- pp) Not to subdivide the said Apartment Unit and/or the said Car Parking Space, if allotted, or any portion thereof;
- qq) Not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any portion of the Buildings and the Premises not forming part of the Common Areas and Facilities;
- rr) Not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any of Exclusive Open Terrace in the Buildings and the Premises save and except the said Exclusive Open Terrace, if any, mentioned in **Schedule A**;
- ss) 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 Unit Owners/occupiers of the Premises and/or the neighbourhood;
- tt) 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

Promoter to any liability under environmental laws or any other laws;

- uu) Not to interfere in any manner with the right, title, interest or entitlement of the Promoter and/or its transferees in respect of other Apartment Units;
- vv) Not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in this Agreement;
- ww) Not to change the Project name "NUCLEUS" and its logo under any circumstances whatsoever;
- xx) Not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any of the Exclusive Open Terrace in the Building and the Premises save and except the said Exclusive Open Terrace, if any, mentioned in Schedule-A;
- yy) 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 Facilities 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 Premises 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 Service Tax) under any statute or regulation on the Premises, the Buildings 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 Promoter 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 Buildings, without raising any objection thereto. The Promoter shall not be liable for the same or any portion thereof under any circumstances whatsoever. The Allottee shall make such payment within 15 (fifteen) days of demand being made by the Promoter and/or the concerned authority.

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

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 Buildings 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 the Promoter is liable to make payment of any Sales Tax, VAT, Works Contract Tax, Service Tax, Goods & Service Tax or any other statutory tax, duty or levy in respect of this Agreement or the transfer 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.

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 of undivided proportionate title in the Common Areas and Facilities 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 and Facilities.

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 and Facilities, including the exterior or interior (but not inside any Apartment/Unit) walls of the Buildings/Towers.

6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas and Facilities of the Premises, lifts, generator, changeover switches, CCTV, if any, EPABX if any, pumps, EV charging, Mechanical Car Parking System, WTP/STP 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 and Facilities of the Premises.

7. **Rates and Taxes:** local and property taxes, surcharge, Multistoried Buildings Tax, Water Tax and other levies in respect of the Buildings/Towers 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 upkeep of the Mechanical Car Parking System including periodic maintenance, repairs, replacements, renovation, overhaul, insurance, deployment of personnel and agency for its operation and other purposes (including valets) security, protections, depreciations, electricity costs for operations as also ancillary or incidental expenses regarding Mechanical Car Parking System, etc.

10. **Management Fees:** Management Fees and charges that may be payable to any agency/entity appointed for management of the maintenance.

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 Notice for Possession, shall be payable on a quarterly basis on the basis of the bills to be raised by Promoter/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/Maintenance Agency/Association (upon formation) from time to time subject to a minimum of Rs. 3/- (Rupees three) per square feet of Super Built-Up area per month for the said Apartment together with applicable Goods and Service Tax.

c) The Promoter/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 the Promoter/Maintenance Agency/Association (upon formation), within the prescribed due date, failing which the Allottee shall pay interest at the same rate prescribed in the Rules for delayed payments, for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/Maintenance Agency/Association (upon formation), as the case may be. The Allottee also admits and accepts that apart from the above, the Promoter/Maintenance Agency/Association (upon formation) 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, local and property taxes, Common Expenses and/or other payments by the Allottee after giving 15 days notice in writing.

e) 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.

f) The Allottee shall co-operate with the other Unit Owners, the Promoters and the Maintenance Agency in the management and maintenance of the Premises and shall observe and comply with such covenants as be deemed reasonable by the Promoter/Maintenance Agency/Association (upon formation) for the Common Purposes.

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:

(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 _____
Name: _____
Address: _____

Please affix
Photographs
and sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

Owner:

Signature _____
Name: _____
Address: _____

Please affix
Photographs
and sign
across the
photograph

At _____ on _____ in the presence of:

WITNESSES:

(1) Signature _____
Name _____
Address: _____

(2) Signature _____
Name _____
Address _____

Drafted by: