

AGREEMENT FOR TRANSFER

This Agreement for Transfer ("**AGREEMENT**") executed on this [•] day of [•], 20 [•] at [•]

BY AND BETWEEN

GUINDY INFOCITY LLP (Income Tax PAN: **AATFG9132A**), a limited liability partnership firm having its registered office at No. 1, SIDCO Industrial Estate, Guindy, Post Office St. Thomas Mount, Police Station Guindy, Chennai – 600 032 and represented by [•], Mr. [•] (Income Tax PAN: [•] and Aadhar no: [•]), son of [•], by religion Hindu, citizen of India, by occupation [•], residing [•], Post Office [•], Police Station [•], and duly authorized by a Resolution dated [•], hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assignees) of the **FIRST PART**:

AND

MRS. PRIYA SARAN CHAUDHRI (Income Tax PAN: ACLPC2638R and Aadhar no: 8442 8651 9868), wife of Ranjit Chaudhri, by religion Hindu, citizen of India, by occupation Business, residing at 33, Ballygunge Park, Post Office Ballygunge, Police Station Ballygunge, Kolkata – 700 019 represented by her constituted attorney [•], vide power of attorney dated [•] registered at the office of [•], in Book No. [•], Volume No. [•], Pages [•] to [•], Being No. [•] for the year 2023, hereinafter referred to as the "**Co-Lessee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **SECOND PART**:

AND

[If the Allottee is a company]

[•], (**CIN no.**[•])(**PAN**[•]) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at [•], represented by its authorized signatory Mr. [•], (**PAN** [•], **Aadhaar No.** [•]), son of [•], residing at [•], 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 [•], (**Aadhaar No** [•], son of [•], residing at [•], duly authorized vide board resolution dated [•], hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof he deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their permitted assigns) of the **THIRD PART**.

[OR]

[If the Allottee is an Individual]

Mr./Ms. [•] (**Aadhaar No** [•]) son/ daughter of [•], aged about [•] years, residing at [•], 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-in-interest and permitted assigns) of the **THIRD PART**.

[OR]

[If the Allottee is a HUF]

Mr. [•] (Aadhaar No [•]) aged about [•], son of [•], residing at [•], for self and as the Karta of the Hindu Joint Mitakshara Family known as [•]HUF, having its place of business / residence at [•] (PAN: [•]) hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said [•] HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

The Promoter, the Co-Lessee and the Allottee shall hereinafter collectively be referred to as the "**PARTIES**" and individually as a "**PARTY**"

DEFINITIONS:

For the purpose of this Agreement, unless the context otherwise requires,

1. "**Act**" means the Real Estate (Regulation and Development) Act, 2016;
2. "**Appropriate Government**" means the Government of West Bengal;
3. "**Rules**" means the West Bengal Real Estate (Regulation and Development) Rules, 2021;
4. "**Section**" means a section of the Act.

WHEREAS:

- A. By a Deed of Lease dated 1 March 1994 made between Nader Chand Seal, Smt. Manaka Ranie Dassie, Damodar Mullick, Pradip Kumar Sil and Prasanta Kumar Sil as Trustees of the Sree Sree Iswar Radharaman Jew Trust Fund within the Trust Estate of Hrishikesh Seal (as lessors) of the one part and Shailaja Finance Private Limited (as lessee) of the other part and duly registered with the office of the Registrar of Assurances, Calcutta in Book – I, Volume No. 124, pages 239 to 284, being No. 3120 for the year 1994, the said Nader Chand Seal, Smt. Manaka Ranie Dassie, Damodar Mullick, Pradip Kumar Sil and Prasanta Kumar Sil as Trustees of the Sree Sree Iswar Radharaman Jew Trust Fund within the Trust Estate of Hrishikesh Seal (hereinafter referred to as the "**said Lessors**") demised unto and in favour of one Shailaja Finance Private Limited, All That the entire first floor of the building at premises no. 4, Sunny Park, Kolkata – 700019 together with the undivided 1/3rd (one-third) share or interest in the land comprised in the said premises (measuring 2163.20 square metres) together with the right to use the common areas and facilities at the said premises for a period of 75 (seventy five) years commencing from 1 August 1992 and ending on 31 July 2067 on the terms and conditions mentioned therein.
- B. By another Deed of Lease also dated 1 March 1994 made between the said Lessors (as lessors) of the one part and the said Shailaja Finance Private Limited (as lessee) of the other part and duly registered with the office of the Registrar of Assurances, Calcutta in Book – I, Volume No. 124, pages 285 to 310, being No. 3121 for the year 1994, the said Lessors further demised unto and in favour of the said Shailaja Finance Private Limited, All That the entire ground floor of the said premises together with the undivided 1/3rd (one-third) share or interest in the land comprised in the said premises (measuring 2163.20 square metres) together with the right to use the common areas and facilities at the said premises for a period of 75 (seventy five) years commencing from 1 August 1992 and ending on 31 July 2067 on the terms and conditions mentioned therein.
- C. The said Shailaja Finance Private Limited was converted to a public limited company and named Shailaja Finance Limited and subsequently the name of the said Shailaja Finance Limited was changed to Seajuli Developers and Finance Limited (hereinafter referred to as "**Seajuli**") and accordingly a fresh Certificate of Incorporation consequent on change of name was issued by the Registrar of Companies, West Bengal on 9 May 1995.

- D. By a Deed of Lease dated 8 December 1995 made between the said Lessors (as lessors) of the one part and Seajuli (as lessee) of the other part and duly registered with the office of the Registrar of Assurances, Calcutta in Book – I, Volume No. 129, pages 139 to 164, being No. 4978 for the year 1995, the said Lessors further demised unto and in favour of Seajuli, All that the entire roof (above the first floor) of the main building at the said premises together with the undivided 1/3rd (one-third) share or interest in the land comprised in the said premises (measuring 2163.20 square metres) and together with the proportionate share in the common areas and facilities of the said building for a period of 75 (seventy five) years commencing from 1 August 1992 and ending on 31 July 2067 on the terms and conditions mentioned therein.
- E. By a Supplemental Indenture of Lease dated 11 April, 2008 made between the said Lessors (as lessors) of the one part and Seajuli (as lessee) of the other part and duly registered with the Office of the Additional Registrar of Assurance – I, Kolkata in Book – I, Volume No. 74, pages 6372 to 6399 , being No. 5666 for the year 2008, the said Lessors extended the lease period granted under the aforesaid three Deeds of Lease by a further period of 39 years and 9 months (commencing from 1 August, 2067) i.e. up to 31 March 2107 on the terms and conditions mentioned therein.
- F. As such, Seajuli became entitled to the leasehold right and interest in respect of the entire municipal premises no. 4, Sunny Park, Kolkata – 700019 together with the piece or parcel of land comprised therein measuring 2163.20 Square Metres (equivalent to 32 Cottahs 5 Chittacks 20 Square Feet) (“**Demised Land/Project Land**”) together with the two storied main building, seven outhouses, garages and other constructions thereon (hereinafter collectively referred to as the “**Demised Constructed Space**”) for a period of 114 years commencing from 1 August 1992 and ending on 31 March 2107 under the aforesaid two Deeds of Lease, both dated 1 March 1994, Deed of Lease dated 8 December 1995 and the Supplementary Indenture of Lease dated 11 April 2008 (hereinafter collectively referred to as the “**Principal Lease Deeds**”). The Demised Land and Demised Constructed Space are hereinafter collectively referred to as the Demised Premises.
- G. By a deed of assignment dated 9 September 2021 (hereinafter referred to as the “**Deed of Assignment**”) made between Seajuli (as Assignor) of the First Part, the Promoter herein (as the Assignee therein) of the Second Part and one Techno Electric & Engineering Company Limited (as the Confirming Party therein) of the Third Part and duly registered with the Office of the Additional Registrar of Assurances – III, Kolkata and recorded in Book – I, Volume No. 1904-2021, pages 448235 to 448281, Being No. 190409271 for the year 2021, Seajuli assigned and transferred unto and in favour of the Assignor herein all its leasehold right and interest under the Principal Lease Deeds in the Demised Premises.
- H. By a supplemental deed of lease dated 28 December 2021 (“**Supplemental Deed of Lease**”) made between the said Lessors (as lessors) of the one part and the Promoter herein (as lessee) of the other part and duly registered with the Office of the Additional Registrar of Assurances-III, Kolkata, Being No. 15761 for the year 2021, the said Lessors further extended the lease period granted under the aforesaid Principal Lease Deeds and the Deed of Assignment expiring on 31 March 2107 by another 99 years i.e., up to 31 March 2206 on the terms and conditions mentioned therein.
- I. By a deed of assignment dated 25 November 2022 made between the Promoter herein (as the Assignor therein) and the Co-Lessee (as the Assignee therein) and registered at the office of the Additional Registrar of Assurances - IV, in Book No. I, Volume No. 1904-2023, Pages 216705 to 216727, Being No. 190404346 for the year 2023, the Co-Lessee acquired the leasehold interest in respect of an undivided 1/11th (one-eleventh) share of the Demised Premises therein defined together with constructed space admeasuring 278.709 Square Metres in the first floor of the main two storied building in the Demised Premises for the residual period under the Principal Lease Deeds, Deed of Assignment and the Supplemental Deed of Lease (i.e. till 31 March 2206).
- J. By virtue of the aforesaid the Promoter along with the Co-Lessee acquired and are entitled to the leasehold right and interest in respect of the Demised Premises for the period up to 31 March 2206 and are otherwise well and sufficiently seized and possessed of the Demised Premises.

- K. By virtue of the Deed of Assignment and Supplemental Deed of Lease, the Promoter is entitled to the construction of a multi-storeyed building on the Demised Land/Project Land as morefully described in the **Schedule A** hereunder written.
- L. Accordingly, the Promoter now intends to develop a multi-storied building with ground plus twelve upper storeys comprising of residential units along with necessary common areas, parts, portions, utilities, amenities and installations (hereinafter referred to and identified in entirety as the "**Project**") on the Project Land. The Co-Lessee has also agreed to such proposition of Promoter to demolish the existing structure on the Demised Land and develop the Project thereon.
- M. The Co-Lessee and the Promoter are fully competent to enter into this Agreement and all the legal formalities with respect to the leasehold interest of the Co-Lessee to the Demised Land/Project Land and the Promoter's right and entitlement to develop the Demised Land/Project Land on which *inter-alia* the Project is to be constructed have been completed.
- N. The Kolkata Municipal Corporation has granted the commencement certificate to develop the Project vide approval dated bearing no._____.
- O. Pursuant to the above, the Promoter has caused the sanctioning of a building plan dated 5 December 2023 bearing Building Permit No. 2023080076 ("**Project Plan**") sanctioned by the Kolkata Municipal Corporation ("**KMC**") and such Project Plan may be extended and/or revised further in the manner as permitted under the applicable laws. The Promoter agrees and undertakes that it shall not make any changes to approved plans of the Project except in strict compliance with Section 14 of the Act and other laws as applicable.
- P. The Promoter has registered the Project under the provisions of the Act at Kolkata on [•] under Registration No. [•] by the West Bengal Real Estate Regulatory Authority ("**WBREERA**").
- Q. The Allottee has applied for an apartment in the Project vide **Application No. [•] dated [•]** and has been allotted **ALL THAT** apartment No. [•], having carpet area of [•] Sq. mts. ([•]Sq. ft), along with an exclusive balcony area of [•] Sq. mts. ([•] Sq.ft.) and an exclusive open terrace area of [•] Sq. mts. ([•] Sq.ft.) appurtenant to the carpet area of the apartment, located on the [•] Floor in the Project together with [•] no. covered/right to use [•] open car parking space(s) being Parking Slot No. (s). [•] (measuring [•] Sq. mts. (Sq.ft.) and located at [•] ("**Parking Space(s)**") (hereinafter referred to as the '**Apartment**' more particularly described in Schedule A hereinbelow) and right to use the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Act.
- R. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- S. 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.
- T. 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.
- U. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter and the Co-Lessee hereby agree to transfer the Apartment, in the manner mentioned below, and the Allottee hereby agrees to acquire the Apartment as specified in Paragraph Q along with the right to use the Common Areas. This Agreement for Transfer is being executed without possession.

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

1 TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to transfer to the Allottee and the Allottee hereby agrees to acquire, the Apartment as specified in Paragraph Q.
- 1.2 The total price for the Apartment based on the carpet area is Rs. [•] (Rupees [•] only ("**Total Price**")), the break-up and description of which is as provided herein below:

Apartment no. [•] Type [•] Floor [•] Parking Space(s) charges (for [•] covered Parking Space(s)- along with the charges for the usage of the open car parking spaces)	Rate of Apartment per square feet (in Rupees)
Break-up of Total Price:	
Cost Head	Price (in Rupees)
Cost of Apartment	[•]
HVAC Charges (High Side) Provide by Developer	[•]
Sinking / Corpus fund	[•]
Maintenance Charges for 1(one) year	[•]
Lease Rent 3 (three) years	[•]
Association Formation Charges	[•]
Total Price (in rupees)	[•]

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Apartment to the Allottee and the common areas and the facilities of the Project to the association of allottees ("**Association**") or the competent authority,

as the case may be, after obtaining the Completion Certificate or Partial Completion Certificate, as the case may be;

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

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified in **Schedule-C**. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartment includes (i) right to use the Common Areas; and (ii) [●] covered car parking spaces/right to use [●] open car parking spaces and other properties and appurtenances as provided in the Agreement, maintenance charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the 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 as per the payment plan set out in **Schedule-'C'** (hereinafter referred to as the "**PAYMENT PLAN**").

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at the rate of [●] % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the Project Plan and the nature of fixtures, fittings and amenities described hereinunder in **Schedule - 'E'** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which transfer is effected) in respect of the Apartment without the previous written consent of the Allottee as per the provisions of the Act. 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.

The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Project is complete and the completion certificate or partial completion certificate, as the case may be, is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area then the Promoter shall refund the excess money paid by the Allottee within 45 (forty-five) days with annual interest at the rate prescribed in 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 may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule-C**. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 hereto.

1.7 Subject to Clause 9.3 the Promoter agrees and acknowledges that the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive rights to the Apartment;

- (ii) The Allottee shall have the right to use the Common Areas of the Project more fully specified in Schedule D along with the remaining allottees/lawful occupants of the Project without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable.

It is clarified that the Promoter shall hand over the Common Areas to the Association after duly obtaining the completion certificate or partial completion certificate, as the case may be, from the competent authority as provided in the Act.

- (iii) That the computation of the price of the Apartment includes recovery of price of leasehold interest in the Project Land, construction of not only the Apartment but also the Common Areas, external development charges, taxes, lifts, fire detection and firefighting equipment in the Common Areas ;

1.8 It is made clear by the Promoter and the Allottee agrees that the Apartment along with the parking space(s) 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 Project Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the allottees of the Project.

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

1.10 The Allottee has paid a sum of INR [●] (Indian Rupees [●]) as booking amount being part payment towards the Total Price of the Apartment at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan mentioned in **Schedule-C** as may be demanded by the Promoter within the time and in the manner specified therein:

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

2 MODE OF PAYMENT:

2.1 Subject to the terms of this Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan described in **Schedule-C** through A/c Payee cheque/demand draft or online payment (as applicable) in favour of “[●] **COLLECTION ACCOUNT**” payable at Kolkata.

2.2 The Promoter shall be entitled to securitise the Total Price and other amounts payable by the Allottee under this Agreement (or any part thereof), in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Total Price 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 and other amounts payable in accordance with this Agreement, in the manner as intimated.

- 2.3 In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the bank/ financial institution **SUBJECT HOWEVER** that such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ financial institution.

3 COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in Clause 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of the Allottee and such third party shall not have any right in the application/allotment of the Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4 ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

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

5 TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the Common Areas to the Association or the competent authority, as the case may be.

6 CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen the Project Plan comprising the proposed layout plan, building plans, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the Project Plan and specifications, amenities and facilities (the specifications, amenities and facilities of the Project and the Apartment are morefully described in **Schedule E** hereunder). Subject to the terms in this

Agreement, the Promoter undertakes to strictly abide by such Project Plan approved by the competent authorities and shall also strictly abide by the bye laws, FAR and density norms and provisions prescribed by the Kolkata Municipal Corporation and shall not have an option to make any variation/alteration/modification in the plans of the Project, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement. However, in the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the Architect/consultant, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the Schedule E. Further the Promoter will not entertain any request for modification in the internal layouts of the Apartment. In case the Allottee desires (with prior written permission of the Promoter) to install some different fittings/floorings on his/her/their own within the Apartment booked, he/she/they will not be entitled to any reimbursement or deduction in the value of the Apartment. For this purpose, in only those cases where the Allottee has made full payment according to the terms of payment, at its sole discretion, the Builder may subject to receipt of full payment allow any Allottee access to the Apartment prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such allottees provided that such access will be availed in accordance with such instructions of the Promoter in writing and that the right of such access may be withdrawn by the Promoter at any time without assigning any reasons.

7 POSSESSION OF THE APARTMENT:

7.1 **Schedule for possession of the Apartment:** The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas to the Association of allottees on its formation or to the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on [●] (**“Completion Date”**), unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project (**“FORCE MAJEURE”**). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment. Provided, that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it become impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from allotment within 45 (forty-five) days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its liabilities under this Agreement. The possession date has been accepted by the Allottee. However, if the Apartment is made ready prior to the Completion Date, the Allottee undertakes(s) and covenant (s) not to make or raise any objection to the consequent pre-ponement of his/her/their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan.

7.2 **Procedure for taking possession:** The Promoter, upon obtaining the completion certificate or partial completion certificate, as the case may be, from the competent authority shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement, to be taken within 2 (two) months from the date of issue of completion certificate or partial completion certificate, as the case may be. The Deed of Transfer in favour of the Allottee shall be executed and registered by the Promoter in favour of the Allottee within 3 (three) months from the date of issue of the Completion Certificate or Partial Completion Certificate, as the case may be, and the Promoter and the Allottee shall render full co-operation with each other to carry out the execution and registration of the Deed of Transfer. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the

provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agrees(s) to pay the maintenance charges as determined by the Promoter /Association, as the case may be, after the issuance of the completion certificate or partial completion certificate, as the case may be, for the Project. The Promoter shall handover copy of completion certificate or partial completion certificate, as the case may be, of the Apartment, to the Allottee at the time of execution and registration of the Deed of Transfer of the same.

7.3 Failure of Allottee to take possession of the Apartment: Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2, such Allottee shall continue to be liable to pay the amount due, interest on amount due and payable in terms of this Agreement, maintenance charges as applicable.

7.4 Possession by the Allottee: After obtaining the completion certificate or partial completion certificate, as the case may be, and handing over physical possession of the Apartment to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the Association or to the competent authority, as the case may be, as per the applicable laws.

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

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

7.6 Compensation:

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 7.1; or (ii) due to discontinuance of his business as a developer/promoter on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 (forty-five) days of it becoming due.

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

8 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter and the Co-Lessee have a subsisting leasehold right and interests with respect to the Project Land; the Promoter has requisite rights to carry out development upon the Project Land and absolute, actual physical and legal possession of the Project Land for developing the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Project Land;
- (iv) There are no litigations pending before any Court of law with respect to the Project Land or the Apartment.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and the Apartment 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, the Project Land, the Apartment and Common Areas;
- (vi) The Promoter and the Co-Lessee have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right and leasehold interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for transfer and/or development agreement or any other agreement/arrangement with any person or party with respect to the Project Land, including the Project and the Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from transferring the Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Deed of Transfer, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Common Areas to the Association;
- (x) The Project Land 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 Project Land;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authority till the completion certificate or partial completion certificate, as the case may be, has been issued and possession of Apartment along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association or the competent authority, as the case may be.
- (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 Project Land) has been received by or served upon the Promoter in respect of the Project/the Project Land.
- (xiii) The Project Land does not form part of a Wakf Property.

9 EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:
- (i) The Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this Clause, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects;
 - (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the Rules or regulations made thereunder.

- 9.2 In case of Default by the Promoter under the conditions listed above, the Allottee is entitled to the following:
- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones 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 this Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any heads whatsoever towards the acquiring of the Apartment, along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice:

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

- 9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:
- (i) In case the Allottee fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto and also fails to make payment of lease rent to the said Lessors through the Promoter as per Schedule G till the completion of the construction of the Project, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter and said Lessors on the unpaid amount at the rate as prescribed in the Rules. It is hereby clarified that though the Allottee will be making payment of the lease rent as per Schedule G to Promoter, however the Promoter will be just acting as a facilitator for the purpose of ensuring the payment of lease rent in respect of the Apartment to the said Lessors and shall not be liable and/or responsible with regard to non-payment of lease rent in respect of the Apartment;
 - (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, upon 30 (thirty) days written notice, may cancel the allotment of the Apartment in favour of the Allottee and forfeit the entirety of the booking amount paid for the allotment. Upon registration of the deed of cancellation in respect of the Apartment and upon retransfer of the Apartment i.e. upon the Promoter subsequently transferring the Apartment to another allottee and receipt of the price thereon, the Promoter shall after adjusting the booking amount, refund to the Allottee, the balance amount, if any of the paid-up Total Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoter and exclusive of any indirect taxes, stamp duty and registration charges. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the Apartment.

10 TRANSFER OF THE APARTMENT:

On receipt of the full amount mentioned in the Total Price and any other amount receivable from the Allottee under this Agreement, the Promoter and the Co-Lessee shall execute a Deed of Transfer and transfer the title of the Apartment together with the right to use the Common Areas as mentioned hereinabove within 3 (three) months from the issuance of the completion certificate or partial completion certificate, as the case may be. However, in case the Allottee fails to deposit the stamp duty and registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the Deed of Transfer in his/her favour till payment of the stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

11 MAINTENANCE OF THE PROJECT/COMMON AREAS:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Apartment. It is clarified and confirmed that though maintenance charges only for a period of 12 months have been included in the Total Price, however in case the Association could not be formed beyond the 12 month period due to some unforeseen/unavoidable circumstances, then the Allottee shall be liable to pay the maintenance charges to the Promoter beyond the 12 month period till the time the Association is formed and the Allottee shall not raise any objection with regard thereto.

12 DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for Transfer relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee or acts of third party(ies) on account of any repairs / redecoration / any other work undertaken by the Allottee in respect of the Apartment. It is clarified that the defect liability responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the apartment owner or its nominee/agent, (iii) cases of Force Majeure (iv) failure to maintain the amenities/equipment's (v) accident and (iv) negligent use. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said apartment / building / phase wing and if the annual maintenance contracts are not done/renewed by the allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the apartments and the common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Apartment excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 200 centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor to be nominated by the Architect/consultant of the Project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Apartment and in the workmanship executed.

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

The Allottee hereby agrees to acquire the right and interest in Apartment on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the Association (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the Promoter or the Association from time to time.

14 RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/Association shall have rights of unrestricted access of all Common Areas and facilities, car parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Association of allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15 USAGE:

Use of Service Areas: The service areas, as located within the Project, shall be earmarked for purposes such as open car parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, STP, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as car parking spaces, and the same shall be reserved for use by the Association formed by the allottees for rendering maintenance services.

16 COMPLIANCE WITH RESPECT TO THE APARTMENT:

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

17 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALOTTEE:

The Allottee is entering into this Agreement for the allotment of the Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment at his/ her own cost.

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 Project Plan has been approved by the competent authority(ies) and disclosed, except for as provided in the Act and save as expressly provided in this Agreement.

19 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the 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 Apartment.

20 APARTMENT OWNERSHIP ACT:

The Promoter has assured the allottees that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter showing compliance of various laws/ regulations as applicable in Act.

21 BINDING EFFECT:

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

22 ENTIRE AGREEMENT:

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

23 RIGHT TO AMEND:

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and

enforceable against any subsequent Allottee/s, in case of a transfer, the said obligations go along with the Apartment for all intents and purposes.

25 WAIVER NOT A LIMITATION TO ENFORCE:

- 25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Schedule "C"] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.
- 25.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26 SEVERABILITY:

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

27 METHOD OF CALCULATION OF 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 Project, the same shall be in the proportion which the carpet area of the 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 instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29 PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoter and the Co-Lessee through their authorised signatories at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee, the Co-Lessee and the Promoter simultaneously through their respective authorized signatories or simultaneously with the execution the said Agreement shall be registered at the office of the concerned Sub-Registrar, West Bengal. Hence this Agreement shall be deemed to have been executed at Kolkata, West Bengal.

30 NOTICES:

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

(A) [•]

(B) **Promoter -**

Name	Guindy Infocity LLP
Address	4 Sunny Park, Kolkata – 700019
Attention	Mr Binod Chand Kankaria

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

31 JOINT ALLOTTEES:

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

32 GOVERNING LAW:

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

33 DISPUTE RESOLUTION:

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

[The other terms and conditions are as per the contractual understanding between the parties; however, the additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under].

34 SAVINGS:

Any application letter, allotment letter, agreement or any other document signed by the Allottee in respect of the Apartment, prior to the execution and registration of this Agreement for such unit shall not be construed to limit the rights and interests of the Allottee under this Agreement or under the Act or the Rules or the regulations made thereunder.

- 35 To be read with point no 7.3 :** municipal tax and other outgoings and further holding charges, being equivalent to 2 (two) times the maintenance charges for the period of delay after the lapse of 6 (six) months from the date of issuance of possession notice of the Apartment and the Appurtenances shall become applicable.
- 36 To be read with point no 7.5 :** Upon registration of the deed of cancellation in respect of the Apartment and the Appurtenances and upon retransfer of the Apartment i.e. upon the Promoter subsequently transferring the Apartment to another allottee and receipt of the price thereon, the Promoter shall after adjusting the

booking amount, refund to the Allottee, the balance amount, if any of the paid-up Total Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoter and exclusive of any indirect taxes, stamp duty and registration charges. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the Apartment and the Appurtenances.

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SCHEDULE – A

Part I

[Description of Project Land]

All That premises No. 4, Sunny Park, Kolkata – 700019 together with the piece or parcel of land comprised therein admeasuring 2163.20 Square Metres (equivalent to 32 Cottahs 05 Chittacks 20 Square Feet) within Police Station – Ballygunge and limits of Kolkata Municipal Corporation Ward no. 69 as shown in the plan hereto annexed as **Annexure I** and bordered in 'Red' thereon and butted and bounded as follows:

On the North: By premises no. 19/1, Gurusaday Road;

On the South: By Sunny Park (Road);

On the East: By premises No. 2, Sunny Park;

On the West: By premises No. 6 and 6B, Sunny Park;

OR HOWSOEVER otherwise the same may be known, numbered, described and distinguished

SCHEDULE – B**[Description of the Apartment]**

ALL THAT Apartment No. [•] having carpet area of [•] Sq. ft., Balcony Area [•] Sq. ft., , on [•] floor, in the building, named [•] along with [•] No(s). of covered car parking space(s)/right to use [•] No(s). of open car parking spaces admeasuring sq. ft. each as permissible under the applicable law, together with the right to use the Common Areas of the Project (as depicted and demarcated in the map/plan annexed herewith and marked as **Annexure “II”** and bordered thereon in **RED** colour).

SCHEDULE – C**[Payment Plan]**

SL. NO.	CONSTRUCTION MILESTONE	PERCENTAGE OF CONSIDERATION
1	Application / Booking.	10%
2	Within 15 days from date of Execution of the Agreement for transfer	40%
3	Completion of roof of lobby floor	10%
4	Completion of roof Sixth Floor	10%
5	Completion of Super Structure	10%
6	Completion of MEP	10%
7	During Hand Over	10%+ Other Charges

SCHEDULE – D
[Common Areas]

1. Driveway of Residential area
2. Security Room
3. Entrance lobby
4. Staircases and such other commons areas earmarked for Common use
5. Common toilets in the ground floor or in other area in the building
6. Electrical Meter rooms
7. Overhead Water Tank
8. Underground Water Reservoir
9. One Staircase Overhead
10. Lifts
11. Electrical installations
12. DG Generator sets and control panels for optimum Power Backup for common area.
13. Intercom
14. Distribution pipes all around the project
15. Surveillance facility with CCTV on all common areas
16. Evacuation points and refuge platforms for resident's safety
17. Sufficient project illumination through compound and street lighting inside the complex
18. Energy efficient LED lightning in common areas
19. Banquet hall
20. AC Gym
21. Swimming Pool
22. Project Land
23. Water Treatment Plant
24. Drainage & Sewerage Line
25. Firefighting system
26. STP

SCHEDULE - E

Part I

[Specifications, Amenities And Facilities Which Are Part Of the Apartment]

Living / Dining Room:	
Living /Dining	Concrete Finish
Main door	Provided and Installation by Allottee.
Windows	Aluminium anodized/powder coated windows with laminated toughen single glass/ DGU as per recommended design by consultant.
Bedroom:	
Bedrooms	Concrete Finish
Windows	Aluminium anodized/powder coated windows with laminated toughen single glass/ DGU as per recommended design by consultant.
Balcony:	
Flooring	Concrete Finish
Door	Aluminium anodized/powder coated sliding door with laminated toughen single glass/ DGU as per recommended design by consultant.
Railing	SS/Aluminium with laminated glass
Kitchen:	
Flooring	Concrete Finish
Window	Aluminium anodized/powder coated windows with laminated toughen single glass/ DGU as per recommended design by consultant and provision for exhaust fan.
Toilet:	
Flooring	Concrete Finish

Window	Aluminium anodized/powder coated windows with laminated toughen single glass/ DGU as per recommended design by consultant and provision for exhaust fan.
Air Conditioning:	HVAC (High Side)Provided by Promoter at Extra Cost
Servant Room:	
Flooring	Concrete Finish
Wall	Concrete Finish
Ceiling	Concrete Finish
Doors	Provided and Installation by Allottee.
Servant Toilet:	
Flooring	Concrete Finish
Wall	Concrete Finish
Ceiling	Concrete Finish
Door	Provided and Installation by Allottee.
Window	Aluminium anodized/powder coated windows with laminated toughen single glass/ DGU as per recommended design by consultant and provision for exhaust fan.
Sanitary ware	Provided and Installation by Allottee.
CP Fittings	Provided and Installation by Allottee.
Ceiling	Concrete Finish

Part II

[Specifications, Amenities And Facilities Which Are Part Of The Project]

Foundation & Structure:	Structure designed for the optimum wind & seismic considerations as stipulated by the IS code, for better safety.
	Foundation with RCC piles & pile caps
	RCC super structure with AAC block wall
Building Envelope:	A modern and fashionable tower meticulously designed with mostly tile/stone cladded surface and partially painted with anti-fungal stone texture paint as per architect's design.
Flooring	Italian Marble / Granite
Wall	Combination of premium Italian marble, Granite, polished veneer & paint as per consultant design
Ceiling	False ceiling with light fixtures
Typical Floor Lobby:	
Flooring	Concrete Finish
Wall	Concrete Finish
Ceiling	Concrete Finish
Lifts:	Otis / Kone / Schindler/ Mitsubishi or equivalent make, 2 Nos. Passenger lifts and 1 Service lift.
24x7 security and Fire prevention:	Fire detection & protection system as per recommendation of West Bengal Fire & Emergency Services.
	Required number of evacuation points & refuge platforms for residents' safely along with fire alarms.
	Sufficient Power back-up to run electrical appliances.
	24X7 round the clock security
	Security surveillance facility with CCTV on all common areas

	Optimum power Back-up for common area & utilities with automatic changeover system for DGs
Green Initiatives:	Organic waste management
	Water efficient fixtures
	Rainwater harvesting
	Landscaping with use of native plants
	Use of SRI tiles to reflect heat from the roof
	Low VOC materials
	Use of LED lights in common areas
Health & Safety:	24 hour treated water supply through water treatment plant
	Superior quality waterproofing wherever necessary
	Quality earthing for all electro-mechanical gadgets
	Sufficient project illumination through compound & street lighting inside the complex

SCHEDULE – F
(Covenants)

The Allottee covenants with the Promoter and admits and accepts that:

1. **Satisfaction of Allottee:** The Allottee is acquainted with, fully aware of and is thoroughly satisfied about the leasehold interest of the Co-Lessee, right and entitlement of the Promoter, the sanctioned plans, all the background papers, the right of the Co-Lessee and the Promoter to enter into this Agreement and the extent of the rights being granted in favour of the Allottee and the negative covenants mentioned in this Agreement and the Allottee hereby accepts the same and shall not raise any objection with regard thereto.
2. **Allottee Aware of and Satisfied with Common Areas and Specifications:** The Allottee, upon full satisfaction and with complete knowledge of the Common Areas (described in Schedule D above) and Specifications (described in Schedule E above) and all other ancillary matters, is entering into this Agreement. The Allottee has examined and is acquainted with the Project and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Project Land and/or the whole Project save and except the Apartment. The Promoter shall at all times be entitled to deal with and dispose of all unsold/un-allotted apartments, covered car parking spaces and grant of usage right of open car parking spaces which have not been earmarked for the common use, any other constructed spaces/portions of the Project in favour of third parties at such consideration and its sole discretion, which the Allottee hereby accepts and to which the Allottee, under no circumstances, shall be entitled to raise any objection. If due to any act, default or omission on the part of the Allottee, the Promoter is restrained from construction of the Project and/or transferring and disposing of the other apartments in the Project then and in that event without prejudice to the Promoter's such other rights the Allottee shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.
3. **Allottee to Mutate and Pay Rates & Taxes:** The Allottee shall (1) pay the Kolkata Municipal Corporation Tax, surcharge, levies, cess etc. (proportionately for the said Project and wholly for the Apartment and until the Apartment is separately mutated and assessed in favour of the Allottee, on the basis of the bills to be raised by the Promoter/the Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof and (2) have mutation completed at the earliest. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the bills of the Promoter or the Association (upon formation).
4. **Allottee to Pay Common Expenses/Maintenance Charges:** The Allottee shall pay the maintenance charges to the Promoter till the Association is formed, on the basis of the bills to be raised by the Promoter and the Association (upon its formation, such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that (1) the Allottee shall not claim any deduction or abatement in the bills relating to maintenance charges and (2) the maintenance charges shall be subject to variation from time to time, at the sole discretion of the Promoter/the Association (upon formation). The Allottee shall additionally pay @INR. [•] per sq. ft. on the built-up area of the Apartment towards Sinking/Corpus Fund. Maintenance Expenses shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and for rendition of services in common to the allottees and all other expenses for the common purposes to be contributed borne paid and shared by the allottees of the Project including those mentioned hereunder. Promoter for providing the maintenance services of the Project

will be entitled to the administrative charges of [●]% of maintenance expenses/charge. However, the first year maintenance charges as mentioned herein are inclusive of the aforesaid administrative charges. That the Promoter, have estimated the cost for first year maintenance charges, as per present indexation and on thumb rule basis, as such it shall not have any obligation to submit any account with regards to said maintenance charges to the Allottee. However, neither the Promoter shall ask for any extra amount on that account, for the said period, nor the Allottee shall ask for any deduction for the same.

5. **Allottee to pay Charges during Fit-Out Period:** The Allottee shall pay charges to the Promoter on basis of the bills raised by the Promoter during the period of fit-outs being carried out by the Allottee in his/her/its Apartment. Further the Allottee shall not raise any objection with regard to payment of such charges.
6. **Adherence to terms and conditions of the Lease Deeds:** The Allottee covenants to abide by all the terms, conditions and covenants of the Principal Lease Deeds, the Supplementary Lease Deed and the Deed of Assignment and not commit any breach of such terms and ensure continued compliance thereof and shall keep the Co-lessee and the Promoter indemnified against all losses, claims and demands that the Co-lessee and the Promoter may suffer on account of such breach.
7. **Allottee to pay lease rentals:** The Allottee shall till the date of handing over possession of the Apartment make payment of the lease rent per month **as per Schedule G** to the Promoter for the residual period of the Principal Lease Deeds and upon receipt of such lease rent, the Promoter shall make payment to the lessors directly, however after delivering possession of the Apartment to the Allottee, the payment of the lease rent as per Schedule G hereto on monthly basis shall be paid by the Allottee directly either to the lessors or to the Association, as the case may be and shall keep the Co-lessee and the Promoter indemnified against all losses, claims and demands that the Co-lessee and the Promoter may suffer on account of non-payment of lease rentals.
8. **Allottee to Pay Interest for Delay and/or Default:** 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/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Allottee shall pay interest @ 2% (two percent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/the Association (upon formation), as the case may be. The Allottee also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Allottee and the Allottee shall be disallowed from using the Common Areas of the Project. It is hereby clarified that the above discontinuation of common services and facilities shall not be restored until such time the Allottee has made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter/Association to realize the due amount from the Allottee.
9. **Creation of mortgage by Promoter:** Notwithstanding anything contained herein, by the execution of this Agreement the Allottee has/have provided and hereby and hereunder confirm(s) his/her/its/their consent to the Promoter to/for the creation of any mortgage, security, charge or other encumbrances over and in respect of the Promoter's leasehold interest in the Project Land and/or any part or portion thereof in favour of any bank and/or financial institution providing loan and/or financial assistance to the Promoter for the purpose of development of the Project SUBJECT HOWEVER that no such mortgage, security, charge or

other encumbrances shall in any manner affect the right, title and interest of the Allottee. For the avoidance of any doubt it is clarified that this Agreement by itself shall be treated as the written consent of the Allottee for creation of charge/ mortgage over any part or portion of the Promoter's leasehold interest in the Project Land, and no separate consent of the Allottee shall be required for the said purpose.

10. **Promoter's Charge/Lien:** The Promoter shall have first charge and/or lien over the Apartment for all amounts due and payable by the Allottee to the Promoter provided however if the Apartment is acquired with assistance of a financial institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution clearing all dues of the Promoter.
11. **No Obstruction by Allottee to Further Construction:** Subject to compliance with Section 14 of the Act, the Promoter shall be entitled to construct further floors on and above the twelfth floor of the building and/or make other constructions elsewhere on the Project and the Allottee shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Allottee due to and arising out of the construction/developmental activity. The Allottee also admits and accepts that the Promoter and/or employees and/or agents and/or contractors of the Promoter shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Allottee shall not raise any objection in any manner whatsoever with regard thereto.
12. **No Rights of or Obstruction by Allottee:** The spaces earmarked in the Project Land which are proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Agreement and the Promoter shall have absolute right to grant usage right to the allottees in respect of such open car parking spaces. The Promoter has informed and the Allottee is aware that in the Project there are several kind of car parking spaces such as covered / mechanical parking - puzzle or stack / dependent back to back parking facilities will be available in the Project. Therefore for better understanding, management and discipline amongst allottees of the Project, the Promoter shall as per approved plan specifically mark/tag each of the parking spaces with the apartments for which the same is being identified and the same shall be binding to all the Allottees.
13. **Allottee to Participate in Formation of Association:** The Allottee admits and accepts that the Allottee shall participate in formation of the Association and the Allottee shall become a member thereof. The Allottee shall bear and pay the proportionate expenses of forming the Association and shall acquire and hold membership with voting rights and in this regard the Allottee shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Each unit allottee will be entitled to cast a vote irrespective of his/her/its size of unit.
14. **Obligations of Allottee:** The Allottee shall:
 - (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Project by the Promoter/the Association (upon formation).
 - (b) **Observing Rules:** observe the rules framed from time to time by the Promoter/ the Association (upon formation) for the beneficial common enjoyment of the Project.
 - (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Apartment and the Common Areas from the possession date. It is hereby clarified that in case the CESC fails and/or delay in providing individual electricity meter to the allottees of the apartments of the Project and/or provide HT connection

to the Project, in that event the Promoter/maintenance agency shall provide electricity to allottees. The allottees shall be liable to make payment of electricity consumption charges as per the bills to be raised by the Promoter or the maintenance agency on the basis of electricity consumption recorded in the electricity sub-meter to be provided to the Allottee by the Promoter or maintenance agency. The rate of electricity consumption payable by the Allottee will be in accordance with the rate applicable for procurement of such facility/electricity by the Promoter or maintenance agency, as the case may be, together with cost of transmission loss and applicable charges for distribution of the electricity to individual Allottee and the Allottee shall not raise any objection about rate charges for providing such services.

- (d) Meter and Cabling: be liable to draw the electric lines/wires, TV, broadband, data cables and telephone cables to the Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Co-Lessee and Promoter or to the other intending allottees. The main electric meter shall be installed only at the common meter space in the Project. 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 Project and outside walls of the building save in the manner indicated by the Promoter /Association (upon formation).
- (e) Residential Use: use the Apartment for residential purpose only and not for commercial purposes.
- (f) No Alteration: not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the building and (2) design and/or the colour scheme of the windows, grills and the main door of the Apartment, without the permission in writing of the Promoter/Association (upon formation). In the event the Allottee makes the said alterations/changes, the Allottee shall compensate the Promoter /Association (upon formation) as estimated by the Promoter/Association (upon formation) for restoring it to its original state.
- (g) No Structural Alteration and Prohibited Installations: not alter, modify or in any manner change the structure or any civil construction in the Apartment or the Common Areas or the building. The Allottee shall not close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the external doors and windows including grills of the Apartment which in the opinion of the Promoter / Association differs from the colour scheme of the building or deviation or which in the opinion of the Promoter / Association may affect the elevation in respect of the exterior walls of the building.
- (h) No Sub-Division: not sub-divide the Apartment and the Common Areas, under any circumstances.
- (i) No Changing Name: not change/alter/modify the names of the building and the Project from that mentioned in this Agreement.
- (j) No Nuisance and Disturbance: not use the Apartment or the Common Areas or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the building and/or the neighbouring properties and not make or permit to be made any disturbance or do or

permit anything to be done that will interfere with the rights, comforts or convenience of other occupants. Further to ensure that all interior work of furniture, fixtures and furnishing of the Apartment, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other co-allottees.

- (k) No Storage: not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.
- (l) No Obstruction to Promoter/Association: not obstruct the Promoter/the Association (upon formation in their acts relating to the Common Areas and not obstruct the Promoter in constructing on other portions of the building and/or the Project / Project Land and transferring or granting rights to any person on any part of the building/Project Land (excepting the Apartment).
- (m) No Obstruction of Common Areas: not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Apartment. Further the Allottee shall not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his Agents to sleep or squat in the common passage / lobby / terrace / corridors / lift room/garden etc. The Allottee shall not to keep or harboured bird or animal in the Common Areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
- (n) No Violating Rules: not violate any of the rules and/or regulations laid down by the Promoter/ the Association (upon formation for the use of the Common Areas. Further to strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Promoter and/or the Association with regard to the usage and timings fixed, in respect of facilities and amenities provided in the Project, in particular, the Banquet Hall, the Club Area, Swimming Pool and Gymnasium. To pay for, in case of exclusive use of the Banquet hall, kitchen and electricity charges, as may be fixed or determined by the Promoter/ Association from time to time.
- (o) No Slaughtering of animals: Not to slaughter or permit to be slaughtered any live animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other apartment owner and/or occupiers of the said project.
- (p) No Throwing Refuse: not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefor.
- (q) No Injurious Activities: not carry on or cause to be carried on any obnoxious or injurious activity in or through the Apartment or the Common Areas.
- (r) No Storing Hazardous Articles: not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Apartment.
- (s) No Signage: not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the Apartment/the Building/Project save at the place or places provided therefor provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the Apartment.

- (t) No Floor Damage: not keep any heavy articles or things, which are likely to damage the floors.
 - (u) No Installing Generator: not install or keep or run any generator in the Apartment.
 - (v) No Misuse of Water: not misuse or permit to be misused the water supply to the Apartment.
 - (w) No Damage to Common Areas: not damage the Common Areas in any manner and if such damage is caused by the Allottee and/or family members, invitees or servants of the Allottee, the Allottee shall compensate for the same.
 - (x) Fire Safety and Air Conditioning Equipment: not object to any fire safe equipment including fire sprinklers and Air Conditioning equipment being installed inside the Common Areas, as per statutory requirements and further the Allottee hereby confirms that the Allottee shall not violate any terms of the statutory requirements/fire norms.
 - (y) No letting out/transfer: Not to let out or part with possession of the car parking Space excepting as a whole with the Apartment to anyone else, or excepting to a person who owns an Apartment in the building and the Allottee will give an undertaking and sign a document of adherence that the car parking space will be used only for the parking of cars.
15. **Hoardings:** The Promoter shall be entitled to put hoarding/boards of its brand name (including any brand name the Promoter is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter may in its sole discretion deem fit on the Project Land and on the façade, terrace, compound wall or other part of the buildings as may be developed from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites.
16. **Nomination:** The Allottee admits and accepts that before the execution and registration of Transfer deed of the Apartment, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement on payment of 2% (two percent) of the market price prevailing at that time (to be determined by the Promoter) as nomination charge to the Promoter subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the below mentioned conditions:
- (a) The Allottee shall make payment of all dues of the Promoter in terms of this Agreement, up to the time of nomination.
 - (b) The Allottee shall obtain prior written permission of the Promoter and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Co-Lessee and the Promoter.
 - (c) The Allottee shall pay an additional legal fee of INR. [●] (Indian Rupees [●]) to the Promoter's legal advisors towards the tripartite Nomination Agreement.
 - (d) Subject to the approval and acceptance of the Promoter and subject to the above conditions, the Allottee shall be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement to parent, spouse and children without payment of the aforesaid transfer charge.

SCHEDULE G

(Payment of Lease Rent)

Sl No.	Lease Period	Lease Rent (INR.)	Allottee's share of lease rent (INR.)

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

**SIGNED AND DELIVERED BY THE WITHIN
NAMED PROMOTER:**

For GUINDY INFOCITY LLP

(Authorized Signatory)

Name: [•]

Address: [•]

**SIGNED AND DELIVERED BY THE WITHIN
NAMED:**

CO-LESSEE:

For [•]

(Authorized Signatory)

Name: [•]

Address: [•]

**SIGNED AND DELIVERED BY THE WITHIN
NAMED ALLOTTEE:**

Signature:

Name: [•]

Address: [•]

JOINT ALLOTTEE:

Name: [•]

Address: [•]

At on in the presence of:

WITNESSES:

Signature:

Name: [•]

Address: [•]

Signature:

Name: [•]

Address: [•]

Drafted by:

