

DRAFT

THIS AGREEMENT made this ____ day of _____ Two Thousand Twenty Three BETWEEN (1) (i) SMT. ASHA PODDAR (PAN : AFZPP8246H) wife of Shri Chandi Prasad Poddar, residing at 189/1/1, Netaji Subhas Chandra Bose Road, Tollygunge, P.S. – Jadavpur, Kolkata – 700040, (ii) SMT. KIRAN PODDAR (PAN : AKPP5993N) wife of Shri Gouri Prasad Poddar, residing at 3/1, Krishna Behari Sen Street, P.S. – Jorasanko, Kolkata - 700073, (iii) SMT. RANJANA PODDAR (PAN : AFQTPP2658Q) wife of Shri Shanti Prasad Poddar, residing at 189/1/1, Netaji Subhas Chandra Bose Road, Tollygunge, P.S. – Jadavpur, Kolkata – 700040, (iv) SMT. SEEMA PODDAR (PAN : AFQPP2321C) wife of Shri Arvind Prasad Poddar, residing at 3/1, Krishna Behari Sen Street, P.S. - Jorasanko, Kolkata – 700073, hereinafter collectively referred to as the "OWNERS/VENDORS" (which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include each of their respective heirs, executors, administrators and legal representatives) of the FIRST PART AND (2) PMV PROJECTS LLP (PAN : AAXFP7673D) a limited liability partnership firm constituted under the Limited Liability Partnership Act, 2008 having its registered office at 3/1, Krishna Behari Sen Street, P.S. Jorasanko, Kolkata – 700073, represented by its Partners (i) MR. MADHUR PODDAR (PAN : AFXPP0211N) son of Mr. Chandi Prasad Poddar, residing at 3/1, Krishna Behari Sen Street, Kolkata – 700073 (ii) MR. MUDIT PODDAR, (PAN : AFXPP0212R) son of Mr. Gouri Prasad Poddar residing at 3/1, Krishna Behari Sen Street, P.S. Jorasanko, Kolkata – 700073, (iii) MR.VARUN PODDAR (PAN : AOVPP1634E) son of Mr. Shanti Prasad Poddar residing at 3/1, Krishna Behari Sen Street, P.S. Jorasanko, Kolkata – 700073 and (iv) MR. VEDANT PODDAR (PAN : CWPPP9779N) son of Mr. Arvind Prasad Poddar residing at 3/1, Krishna Behari Sen Street, P.S. Jorasanko, Kolkata – 700073, hereinafter referred to as the "PROMOTER" (which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include the partners for the time being of the said Limited Liability Partnership firm and each of their respective heirs executors administrators and/or legal representatives) of the SECOND PART AND (3)

hereinafter referred to as the "ALLOTTEE/PURCHASER" (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include _____

_____) of the THIRD PART :

RECITALSWHEREAS:

- I. One Khundker Fazley Sobhan was at all material times absolutely seised and possessed of or otherwise well and sufficiently entitled to All That the two storied brick built messuage tenement and dwelling house together with the piece or parcel of partly Mourashi Mokarari and partly Rayati Sthitiban land whereon or on part whereof the same are erected and built and containing by admeasurement an area of 2 Bighas 1 Cottah 15 Chittacks and 1 Sq.ft. be the same a little more or less situate lying at and being Municipal Holding No.133, Bansdronei Road, Tollygunge in the suburbs of the town of Calcutta and known as premises No.1 Regent Grove in Mouza Khanpur, J.L. No.46, Pargana Khaspur Police Station Tollygunge Sadar Sub-Registry Alipore in the District of 24-Parganas free from all encumbrances and charges.
- II. By an Indenture of Conveyance dated the 21st day of November, 1945 and made between the said Khundker Fazley Sobhan therein referred to as the Vendor of the One Part and Srimati Kanan Devi therein referred to as the Purchaser of the Other Part and registered at the Office of the Sadar Joint Sub-Registrar of Alipore in Book No.I, Volume No.56, at Pages 98 to 103 Being No.3023 for the year 1945 the aforesaid Vendor for the consideration therein mentioned sold and conveyed unto the said Srimati Kanan Devi All That the two storied brick built messuage tenement and dwelling house together with the piece or parcel of partly Mourashi Mokarari and partly Rayati Sthitiban land whereon or on part whereof the same are erected and built and containing by admeasurement an area of 2 Bighas 1 Cottah 15 Chittacks and 1Sq.ft. be the same a little more or less situate lying at and being Municipal Holding No.133, Bansdronei Road, Tollygunge in the suburbs of the town of Calcutta and known as premises No.1 Regent Grove in Mouza Khanpur, J.L. No.46, Pargana Khaspur Police Station Tollygunge Sadar Sub-Registry Alipore in the District of 24-Parganas hereinafter referred to as the "said Entire Property" on the terms and conditions stated therein.
- III. Sometime in the year 1947 the Public Road called Bansdronei Road was subsequently renamed as Netaji Subhas Chandra Bose Road, by the Tollygunge Municipality and the said Municipal Holding No. 133,

Bansdroni Road was re-numbered and assessed as Municipal Holding No.189/133, Netaji Subhas Chandra Bose Road, Tollygunge.

- IV. Thereafter the said Municipal Holding No.189/133, Netaji Subhas Chandra Bose Road, Tollygunge was again re-numbered as Municipal Holding No.189, Netaji Subhas Chandra Bose Road, Tollygunge and subsequently the said Tollygunge Municipality merged with the Corporation of Calcutta and became known as the Calcutta Municipal Corporation.
- V. Thereafter the said Smt. Kanan Devi erected and constructed or caused to be erected and constructed a one-storeyed and a two-storeyed building, four one-storeyed asbestos sheds, three one-storeyed C.I. Sheds, outhouses, garages, servant's quarters and a temple thereon or on part thereof according to a plan being building sanction No.223 (T) dated the 25th day of July, 1962 passed by the Corporation of Calcutta and subsequently known as the Calcutta Municipal Corporation.
- VI. Thus the said Smt. Kanan Devi became seised and possessed or otherwise well and sufficiently entitled to All Those an one-storeyed and a two-storeyed brick built buildings, four one-storeyed asbestos sheds three one-storeyed C.I. Sheds, out houses, garages, servant's quarters, two R.T. Sheds and a temple together with the land appertaining thereto of an area of 2 Bighas 1 Cottah 15 Chittacks and 1 Sq.ft. more or less as hereinbefore mentioned be the same a little more or less situate lying at and being premises No. 189, Netaji Subhas Chandra Bose Road within the Municipal Limit of Calcutta hereinafter for the sake of brevity collectively referred to as the 'Entire Property' free from all encumbrances and charges.
- VII. The said Smt. Kanan Devi firstly demarcated the said Entire Property into two lots being Plot 1 containing by admeasurement an area of 17 Cottahs, 1 Chittack and 15 Sq.ft. be the same a little more or less together with the structures situate thereon and Plot 2 containing by admeasurement a total area of 24 Cottahs, 13 Chittacks and 31 Sq.ft. be the same a little more or less together with the structures situate thereon.

- VIII. Thereafter the said Smt. Kanan Devi further divided the total area of the said Plot 2 into three lots as follows :-
- a) Lot – A comprising of an area of 9 Cottahs, 5 Chittacks and 31 Sq.ft. be the same a little more or less together with the brick built building tenement or dwelling house situate thereon being divided and demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, (formerly known as 189, Netaji Subhas Chandra Bose Road, prior thereto 189/133, Netaji Subhas Chandra Bose Road, prior thereto 133, Bansdroni Road);
 - b) Lot – B containing by admeasurement of an area of 3 Cottahs, 6 Chittacks and 25 Sq.ft. being a common passage for ingress and egress thereto;
 - c) Lot – C comprising of an area of 12 Cottahs, 1 Chittack and 20 Sq.ft. be the same a little more or less together with the brick built building, temple, garage, outhouses situate thereon being divided and demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, (formerly known as 189, Netaji Subhas Chandra Bose Road, prior thereto 189/133, Netaji Subhas Chandra Bose Road, prior thereto 133, Bansdroni Road);
- IX. By five separate Indentures of Conveyance all dated the 27th day of April, 1987 and registered at the office of the Registrar of Assurances at Calcutta in Book No.I, being Deed Nos.4347, 4348, 4349, 4350 and 4351 for the year 1987 the said Smt. Kanan Devi for the consideration mentioned therein sold transferred and conveyed unto and in favour of Suresh Kumar Agarwalla, Smt. Nisha Devi Agarwalla, Suresh Kumar Agarwalla H.U.F., Master Saket Agarwalla and Master Pranay Agarwalla respectively All That undivided 1/5th share into or upon the said Lot – C being All That the R.T. Shed, brick built temple and out houses, garage together with the piece or parcel of land thereunto belonging whereon or on part whereof the same are erected and built and containing by admeasurement an area of 12 Cottahs, 1 Chittack and 20 Sq.ft. be the same a little more or less being demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, together with an undivided one-tenth share upon All That common passage being Lot – B measuring 3 Cottahs, 6 Chittacks and

25 Sq.ft. be the same a little more or less on the terms and conditions mentioned in the said Deeds of Conveyance.

- X. By a Deed of Conveyance dated 27th day of April, 1987 and registered at the office of the Registrar of Assurances at Calcutta in Book No.I, Volume No.178, Pages 287 to 316 , Being No.7050 for the year 1987 the said Smt. Kanan Devi for the consideration mentioned therein sold transferred and conveyed unto and in favour of Master Manish Agarwalla All That undivided 1/6th share into or upon the said Lot – A being All That brick built building tenement or dwelling house thereon together with the piece or parcel of land thereunto belonging whereon or on part whereof the same are erected and built and containing by admeasurement an area of 9 Cottahs, 5 Chittack and 31 Sq.ft. be the same a little more or less being demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, together with an undivided 1/12th share upon All That common passage being Lot - B measuring 3 Cottahs, 6 Chittacks and 25 Sq.ft. more or less on the terms and conditions mentioned in the said Deed of Conveyance.
- XI. By five Deeds of Conveyance all dated the 8th July 1987 registered at the office of the Registrar of Assurances, Calcutta in Book No.I, being Deed Nos.7045, 7046, 7047, 7048 and 7049 for the year 1987 the said Smt. Kanan Devi for the consideration mentioned therein sold transferred and conveyed unto and in favour of Smt. Kiran Devi Agarwalla, Puranmal Agarwalla, Ramanand Agarwalla, Puranmal Agarwalla H.U.F., and Smt. Kisturi Devi Agarwalla respectively All That undivided 1/6th share into or upon the said Lot – A being All That brick built building tenement or dwelling house thereon together with the piece or parcel of land admeasuring 9 Cottahs, 5 Chittacks and 31 Sq.ft. be the same a little more or less being demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, together with an undivided one-twelfth share upon All That common passage being Lot – B measuring 3 Cottahs, 6 Chittacks and 25 Sq.ft. more or less on the terms and conditions mentioned in the said Deeds of Conveyance.
- XII. By virtue of the aforesaid several Deeds of Conveyance dated 27th April, 1987 the said Suresh Kumar Agarwalla & others became the

absolute owners of All That Lot-C of the Entire property being demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, each having an undivided share therein.

- XIII. By virtue of the aforesaid several Deeds of Conveyance dated 27th April, 1987 and 8th July, 1987 the said Manish Agarwalla & others became the absolute owners of All That Lot-A of the Entire property being demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, each having an undivided share therein.
- XIV. The common passage between the said Lot -A and Lot - C of the said Plot – 2 belonged to the aforesaid purchasers in equal shares.
- XV. By virtue of a Deed of Conveyance dated the 4th September, 1990 registered at the office of the Registrar of Assurances, Calcutta in Book No.I, Volume No.558, pages 303 to 320, Being No.16718 for the year 1990, Puranmal Agarwalla therein described as the Vendor of the One Part and Smt. Chandra Prabha Devi Poddar, Smt. Asha Poddar, Smt. Kiran Poddar, Smt. Ranjana Poddar and Smt. Seema Poddar therein collectively described as the Purchasers of the Other Part, the said Vendor sold transferred and conveyed All That undivided 1/6th share into or upon the said Lot – A being All That piece or parcel of land admeasuring 9 Cottahs, 5 Chittacks and 31 Sq.ft. be the same a little more or less being demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, together with an undivided one-twelfth share upon All That common passage being Lot – B measuring 3 Cottahs, 6 Chittacks and 25 Sq.ft. more or less for the consideration and on the terms and conditions stated therein.
- XVI. By virtue of a Deed of Conveyance dated the 4th September, 1990 registered at the office of the Registrar of Assurances, Calcutta in Book No.I, Volume No.558, pages 379 to 398, Being No.16722 for the year 1990, Ramanand Agarwalla therein described as the Vendor of the One Part and Smt. Asha Poddar, therein described as the Purchaser of the Other Part, the said Vendor sold transferred and conveyed All That undivided 1/6th share into or upon the said Lot – A being All That piece or parcel of land admeasuring 9 Cottahs, 5 Chittacks and 31 Sq.ft. be the same a little more or less being demarcated portion of premises

No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, together with an undivided one-twelfth share upon All That common passage being Lot – B measuring 3 Cottahs, 6 Chittacks and 25 Sq.ft. more or less for the consideration and on the terms and conditions stated therein.

- XVII. By virtue of a Deed of Conveyance dated the 4th September, 1990 registered at the office of the Registrar of Assurances, Calcutta in Book No.I, Volume No.558, pages 321 to 339, Being No.16719 for the year 1990, Puranmal Agarwalla H.U.F. therein described as the Vendor of the One Part and Smt. Chandra Prabha Devi Poddar, therein described as the Purchaser of the Other Part, the said Vendor sold transferred and conveyed All That undivided 1/6th share into or upon the said Lot-A being All That piece or parcel of land admeasuring 9 Cottahs, 5 Chittacks and 31 Sq.ft. be the same a little more or less being demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, together with an undivided one-twelfth share upon All That common passage being Lot-B measuring 3 Cottahs, 6 Chittacks and 25 Sq.ft. more or less for the consideration and on the terms and conditions stated therein.
- XVIII. By virtue of a Deed of Conveyance dated the 4th September, 1990 registered at the office of the Registrar of Assurances, Calcutta in Book No.I, Volume No.558, pages 340 to 359, Being No.16720 for the year 1990, Kiran Devi Agarwalla therein described as the Vendor of the One Part and Smt. Ranjana Poddar, therein described as the Purchaser of the Other Part, the said Vendor sold transferred and conveyed All That undivided 1/6th share into or upon the said Lot-A being All That piece or parcel of land admeasuring 9 Cottahs, 5 Chittacks and 31 Sq.ft. be the same a little more or less being demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, together with an undivided one-twelfth share upon All That common passage being Lot-B measuring 3 Cottahs, 6 Chittacks and 25 Sq.ft. more or less for the consideration and on the terms and conditions stated therein.
- XIX. By virtue of a Deed of Conveyance dated the 4th September, 1990 registered at the office of the Registrar of Assurances, Calcutta in Book No.I, Volume No.558, pages 360 to 378, Being No.16721 for the year 1990, Smt. Kisturi Devi Agarwalla therein described as the Vendor of

the One Part and Smt. Seema Poddar therein described as the Purchaser of the Other Part, the said Vendor sold transferred and conveyed All That undivided 1/6th share into or upon the said Lot- A being All That piece or parcel of land admeasuring 9 Cottahs, 5 Chittacks and 31 Sq.ft. be the same a little more or less being demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, together with an undivided one-twelfth share upon All That common passage being Lot – B measuring 3 Cottahs, 6 Chittacks and 25 Sq.ft. more or less for the consideration and on the terms and conditions stated therein.

XX. By virtue of a Deed of Conveyance dated the 24th August, 1993 registered at the office of the Registrar of Assurances, Calcutta in Book No.I, Volume No.282, pages 204 to 225, Being No.12253 for the year 1993, Master Manish Agarwalla therein described as the Vendor of the One Part and Smt. Kiran Poddar, therein described as the Purchaser of the Other Part, the said Vendor sold transferred and conveyed All That undivided 1/6th share into or upon the said Lot – A being All That piece or parcel of land admeasuring 9 Cottahs, 5 Chittacks and 31 Sq.ft. be the same a little more or less being demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, together with an undivided one-twelfth share upon All That common passage being Lot – B measuring 3 Cottahs, 6 Chittacks and 25 Sq.ft. more or less for the consideration and on the terms and conditions stated therein.

XXI. By virtue of a Deed of Conveyance dated the 6th August, 1991 registered at the office of the Registrar of Assurances, Calcutta in Book No.I, Volume No.264, pages 80 to 99, Being No.11506 for the year 1991, Smt. Nisha Devi Agarwalla therein described as the Vendor of the One Part and Smt. Kiran Poddar therein described as the Purchaser of the Other Part, the said Vendor sold transferred and conveyed All That undivided 1/5th share into or upon the said Lot – C being All That piece or parcel of land admeasuring 12 Cottahs, 1 Chittack and 20 Sq.ft. be the same a little more or less being demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, together with an undivided one-tenth share upon All That common passage being Lot – B measuring 3 Cottahs, 6 Chittacks and 25 Sq.ft. more or

less for the consideration and on the terms and conditions stated therein.

XXII. By virtue of a Deed of Conveyance dated the 6th August, 1991 registered at the office of the Registrar of Assurances, Calcutta in Book No.I, Volume No.268, pages 148 to 167, Being No.11504 for the year 1991, Suresh Kumar Agarwalla H.U.F. therein described as the Vendor of the One Part and Smt. Chandra Prabha Devi Poddar therein described as the Purchaser of the Other Part, the said Vendor sold transferred and conveyed All That undivided 1/5th share into or upon the said Lot – C being All That piece or parcel of land admeasuring 12 Cottahs, 1 Chittack and 20 Sq.ft. be the same a little more or less being demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, together with an undivided one-tenth share upon All That common passage being Lot-B measuring 3 Cottahs, 6 Chittacks and 25 Sq.ft. more or less for the consideration and on the terms and conditions stated therein.

XXIII. By virtue of a Deed of Conveyance dated the 6th August, 1991 registered at the office of the Registrar of Assurances, Calcutta in Book No.I, Volume No.264, pages 60 to 79, Being No.11505 for the year 1991, Suresh Kumar Agarwalla therein described as the Vendor of the One Part and Smt. Asha Poddar therein described as the Purchaser of the Other Part, the said Vendor sold transferred and conveyed All That undivided 1/5th share into or upon the said Lot – C being All That piece or parcel of land admeasuring 12 Cottahs, 1 Chittack and 20 Sq.ft. be the same a little more or less being demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, together with an undivided one-tenth share upon All That common passage being Lot – B measuring 3 Cottahs, 6 Chittacks and 25 Sq.ft. more or less for the consideration and on the terms and conditions stated therein ;

XXIV. By virtue of a Deed of Conveyance dated the 24th August, 1993 registered at the office of the Registrar of Assurances, Calcutta in Book No.I, Volume No.282, pages 226 to 247, Being Deed No.12254 for the year 1993, Master Saket Agarwalla therein described as the Vendor of the One Part and Smt. Ranjana Poddar therein described as the Purchaser of the Other Part, the said Vendor sold transferred and

conveyed All That undivided 1/5th share into or upon the said Lot – C being All That piece or parcel of land admeasuring 12 Cottahs, 1 Chittack and 20 Sq.ft. be the same a little more or less being demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, together with an undivided one-tenth share upon All That common passage being Lot – B measuring 3 Cottahs, 6 Chittacks and 25 Sq.ft. more or less for the consideration and on the terms and conditions stated therein ;

XXV. By virtue of a Deed of Conveyance dated the 24^h August, 1993 registered at the office of the Registrar of Assurances, Calcutta in Book No.I, Volume No.282, pages 184 to 203, Being No.12252 for the year 1993, Master Pranay Agarwalla therein described as the Vendor of the One Part and Smt. Seema Poddar therein described as the Purchaser of the Other Part, the said Vendor sold transferred and conveyed All That undivided 1/5th share into or upon the said Lot – C being All That piece or parcel of land admeasuring 12 Cottahs, 1 Chittack and 20 Sq.ft. be the same a little more or less being demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, together with an undivided one-tenth share upon All That common passage being Lot – B measuring 3 Cottahs, 6 Chittacks and 25 Sq.ft. more or less for the consideration and on the terms and conditions stated therein ;

XXVI. By virtue of the said several Deeds of Conveyance the said Smt. Chandra Prabha Devi Poddar, Smt Asha Poddar, Smt. Kiran Poddar, Smt. Ranjana Poddar and Smt. Seema Poddar became absolutely seised and possessed of and otherwise well and sufficiently entitled to in fee simple in possession of Lot-A and Lot-C of the said Plot-2 being ALL THOSE several pieces and parcels of land measuring 21 Cottahs, 6 Chittacks and 51 Sq.ft. be the same a little more or less and Lot-B admeasuring 3 Cottahs, 6 Chittacks and 25 Sq.ft. being common passage for ingress and egress thereto and the said Lot-A remained as premises No.189/1/1, Netaji Subhas Chandra Bose Road, Kolkata and Lot-C was renumbered as premises No.189/1/1A, Netaji Subhas Chandra Bose Road, Kolkata and the said Owners applied for mutation of the said Plot 2 before the appropriate authorities of the Kolkata Municipal Corporation ;

- XXVII. Subsequently the said Smt. Chandra Prabha Devi Poddar & Others applied for amalgamation of the said Lot-A, Lot-B and Lot-C containing by admeasurement a total area of 24 Cottahs, 13 Chittacks and 31 Sq.ft. be the same a little more or less into one single premises and the same was amalgamated by the Kolkata Municipal Corporation by an order dated 31st May, 2005 passed by the Assessor Collector vide case No.TTD/098/329/05-06 and renumbered as premises No. 189/1/1, Netaji Subhas Chandra Bose Road, Kolkata – 700040.
- XXVIII. In view of the aforesaid the said Smt. Chandra Prabha Devi Poddar, Smt Asha Poddar, Smt. Kiran Poddar, Smt. Ranjana Poddar and Smt. Seema Poddar became absolutely seised and possessed of and/or otherwise well and sufficiently entitled to in fee simple in possession of All That pieces and parcels of land containing by admeasurement an area of 24 Cottahs, 13 Chittacks and 31 Sq.ft. be the same a little more or less together with the building messuage tenements hereditaments and structures situate thereon situate lying at and being Premises No.189/1/1, Netaji Subhas Chandra Bose Road, within the limit of K.M.C. Ward No.98, P.S. Netaji Nagar previously Jadavpur, Kolkata – 700040 morefully and particularly described in the Schedule stated herein hereinafter referred to as the “said Premises” each of them having undivided one-fifth share into or upon the same.
- XXIX. By virtue of a Development Agreement dated 11th March 2021 duly registered at the office of the Additional Registrar of Assurances-IV, Kolkata, recorded in Book No.IV, Volume No.1904-2021 Pages 116374 to 116440, Being No.2214 for the year 2021 made between Chandra Prabha Devi Poddar & Ors. therein referred to as the Owner of the First Part and PMV Projects LLP therein referred to as the Developer of the Second Part and Mahadev Fiscal Services Pvt. Ltd. therein referred to as the Confirming Party of the Third Part the said Owners with the consent of the Confirming Party entrusted the Developer the right to develop the said premises for the consideration and on the terms conditions covenants and stipulations recorded therein hereinafter referred to as the said Development Agreement.

- XXX. In accordance with the said Development Agreement the said Developer deposited a sum of Rs.5,00,000/- as Security Deposit with the owners.
- XXXI. In terms of the said Development Agreement dated 11th March, 2021 the said (1) Smt. Chandra Prabha Devi Poddar, (2) Smt. Asha Poddar, (3) Smt. Kiran Poddar, (4) Smt. Ranjana Poddar and (5) Smt. Seema Poddar through the Developer intended to construct a new building at the said Premises No.189/1/1, Netaji Subhas Chandra Bose Road, Kolkata – 700040 in accordance with a plan duly sanctioned on 29th September, 2022 by the appropriate authorities of the Kolkata Municipal Corporation.
- XXXII. During the sanctioning of the said plan the said Owners gifted a portion of land comprised in the said premises measuring 80.568 Sq. Meter in favour of Kolkata Municipal Corporation as a result whereof the total area of the said premises became 23 Cottahs, 10 Chittacks and 18 Sq.ft. be the same a little more or less which is morefully described in the First Schedule stated hereunder.
- XXXIII. In the mean time by a Deed of Gift dated 5th September, 2023 and registered at the office of the Registrar of Assurances-II, Kolkata recorded in Book No.I, Being No.190212091 for the year 2023 made between Smt. Chandra Prabha Devi Poddar therein referred to as the Donor of the One Part and Smt. Asha Poddar, Smt. Kiran Poddar, Smt. Ranjana Poddar and Smt. Seema Poddar therein referred to as the Donees of the Other Part the said Donor transferred conveyed assured and assigned by way of Gift ALL THAT undivided one-fifth (1/5th) share into or upon ALL THAT piece and parcel of Bastu land containing by admeasurement an area of 23 Cottahs, 10 Chittacks and 18 Sq.ft. be the same a little more or less together with the G+1 storied building messuage tenements hereditaments and structures situate thereon situate lying at and being Premises No.189/1/1, Netaji Subhas Chandra Bose Road, within the limit of K.M.C. Ward No.98, P.S. Netaji Nagar previously Jadavpur, Kolkata – 700040 together with benefit of said sanctioned plan unto and in favour of the Donees therein at or for the consideration and on the terms and conditions stated therein.

- XXXIV. In pursuance of the said Development Agreement dated 11th March, 2021 a sum of Rs.1,00,000/- (Rupees one lakh) only given as Security Deposit to Smt. Chandra Prabha Devi Poddar as her share was refunded by her to the Developer upon her ceasing to be the Owner of the said premises.
- XXXV. By virtue of the aforesaid the said Smt. Asha Poddar, Smt. Kiran Poddar, Smt. Ranjana Poddar and Smt. Seema Poddar being the Owners/Vendors herein became absolutely seised and possessed of and/or otherwise well and sufficiently entitled to in fee simple possession of ALL THAT piece and parcel of Bastu land containing by admeasurement an area of 23 Cottahs, 10 Chittacks and 18 Sq.ft. be the same a little more or less together with the G+1 storied building messuage tenements hereditaments and structures situate thereon situate lying at and being Premises No.189/1/1, Netaji Subhas Chandra Bose Road, within the limit of K.M.C. Ward No.98, P.S. Netaji Nagar previously Jadavpur, Kolkata – 700040 each of them having undivided 1/4th (one-fourth) share into or upon the same.
- XXXVI. By virtue of a registered Development Agreement dated 9th September, 2023 registered at the Additional Registrar of Assurance-IV, Kolkata made between the present Owners namely Smt. Asha Poddar, Smt. Kiran Poddar, Smt. Ranjana Poddar and Smt. Seema Poddar therein referred to as the Owners of the One Part and PMV Projects LLP of the Other Part therein referred to as the Developers of the Other Part the said Owners entrusted the Developer to continue to develop or promote the said premises by way of construction of a residential building consisting of flats/apartments and other constructed areas capable of being occupied independently hereinafter collectively referred to as the said Housing Complex in terms of the said plan being B.P. No. 2022100145 dated 29th September, 2022 duly sanctioned by the appropriate authorities of the Kolkata Municipal Corporation hereinafter referred to as the 'said sanctioned Plan' on the terms and conditions as stated thereunder.
- XXXVII. The Vendors/Promoter have registered the said project for construction of New Building under the provisions of the Real Estate Regulation and Development Act, 2016 with the Real Estate

Regulatory Authority at _____ on _____ under registration No. _____.

XXXVIII. In pursuance of the aforesaid sanctioned plan the Promoter has commenced construction of the said new building comprising of residential apartments/units in the said premises situate and lying at 189/1/1, Netaji Subhas Chandra Bose Road, P.S.- Netaji Nagar (previously Jadavpur), Kolkata – 700040 hereinafter referred to as the "said premises" and morefully described in the First Schedule hereunder written.

XXXIX. The Promoter has also decided to construct the said new building as a "GREEN" Building and has applied to the appropriate authorities with regard to obtaining permission for the same.

XL. By virtue of the aforesaid the Vendors/Promoter had decided to sell the residential flats and/or units of the said building known as "UTSAV" in favour of intending Purchaser/Allottee and/or Purchasers/Allottees and to receive and appropriate the consideration amount in respect thereof.

NOW THIS AGREEMENT WITNESSETH as follows :-

DEFINITIONS :

"ACT" means the REAL ESTATE (Regulation and Development) Act, 2016 (RERA) Act as applicable in the State of West Bengal.

"RULES AND REGULATION" means the Regulations made under West Bengal Real Estate (Regulation & Development) Rules, 2021, in accordance with the provisions of the RERA Act as applicable in the State of West Bengal.

"ARCHITECT" means the person for the time being appointed to act as architect in relation to the said Building at premises morefully described in the First Schedule stated hereunder.

"APARTMENT/UNIT OWNER OR ALLOTTEE/PURCHASER" shall mean a person or persons who have for the time being agreed to acquire or have acquired any Apartment/Unit situated in the said building but shall not include a tenant or licensee of such Apartment/ Unit Owner.

"ASSOCIATION" shall mean the Organisation of the Owners of the Apartments/Units and Managing Agency to be formed for the purpose of supervision of the management and maintenance of the said Building by the Vendor/Promoter/Association.

"BUILT-UP AREA" means entire floor area measured from the outside of the external wall of the Apartment/Unit/including Balcony/ Varendah/ Terrace if any at the floor level, but does not include the common areas and other areas of the Building.

"COMMON AREAS" shall mean and include those areas of the said Building that are not allotted to a particular Purchaser/Allottee but are available for common use and enjoyment by all the Purchasers/ Allottees, Occupiers and Visitors as specified in the Fourth Schedule hereunder written.

"COMMON AMENITIES AND FACILITIES" shall mean and include those facilities provided by the Vendor/Promoter and are available for common use and enjoyment by all the Purchasers/Allottees, Occupiers and Visitors.

"CARPET AREA" shall mean the net usable floor area of the said Apartment/Unit excluding the area covered by the external walls areas under services shafts exclusive balcony or verandah area and exclusive open terrace area and includes the area covered by the internal partition walls of the Apartment/unit.

"COMMON EXPENSES" shall include all kinds of expenses to be incurred by or on behalf of the Apartment/unit holders for the maintenance and upkeep of the common areas and facilities of said Building and/or the said premises and those specified under the Fifth Schedule hereto.

"COMMON PURPOSES" shall mean and include the purposes of managing and maintaining the said Building and/or at the said premises

"SAID PREMISES" shall mean All That piece and parcel of land admeasuring 23 Cottahs, 10 Chittacks and 18 Sq.ft be the same a little more or less comprised in the said premises morefully described in the First Schedule stated hereunder.

"PLAN" shall mean the plans, drawings, specifications sanctioned by the appropriate concerned authorities of The Kolkata Municipal Corporation

being Building Permission No. 2022100145 dated 29.09.2022 for construction of the said residential Building on the said premises and shall include all modifications and alterations thereof as suggested by from time to time or to be made by the Architect/Vendor/Promoter.

“PROPORTIONATE OR PROPORTIONATELY” shall mean the proportion in which the super-built area of any Apartment/unit bears to the entire super built up areas of all the Apartments/units of the said Building.

“PERSON/ PURCHASER / ALLOTTEE” shall mean

- i) in case of individual his/her heirs, executors, administrators and legal representatives ;
- ii) in case of Hindu Undivided Family its Karta and Co-parceners and/or members for the time being of the said Hindu Undivided Family and each of their respective, heirs, executors, administrators and legal representatives.
- iii) in case of partnership firm the partners for the time being of the said partnership firm and each of their respective heirs, executors, administrators and legal representatives ;
- iv) in case of Trust, the Trustees for the time of being of the said Trust and their respective successors and/or successors-in-office.
- v) in case of a company its successors and/or successors-in-office and/or interest.
- vi) an association of persons or body of Individuals whether incorporated or not.
- vii) a co-operative society registered under any law relating to co-operative societies.
- viii) any such other entity as the State Government may by notification specify in this behalf.

“RIGHT OF MANAGEMENT” shall always remain vested with the Vendor/Promoter and/or its assigns.

SAID BUILDING shall mean the Building constructed at the said premises together with the common areas and facilities therein.

SAID APARTMENT/UNIT shall mean All That the said Apartment/Unit more fully described in the Second Schedule hereunder written.

SUPER BUILT-UP AREA shall mean the constructed area of the said Building and shall include the plinth area, foundations, walls, columns,

beams supports etc. as well as areas of common uses and facilities as shall be determined by the Architect.

TAXES shall mean all kinds of Taxes or any other tax of a similar nature, which shall also include GST and Taxes, duties, levies, surcharges, cess or fees (whether existing at present or that may be imposed or enhanced in future) under any statute rule or regulation in respect of the said Building known as "UTSAV" and/or the said Apartment/Unit in the said building as may be applicable.

UNDIVIDED SHARE shall mean the proportionate undivided/impartible variable undivided share in the land underneath the said building comprised in the said Premises attributable to the said Apartment/Unit.

APARTMENT/UNIT HOLDER shall mean the persons who have for the time have acquired any Apartment/unit in the said Building but shall not include a tenant or licensee of such Apartment/Unit Holder.

VENDORS shall mean Smt. Asha Poddar, Smt. Kiran Poddar, Smt. Ranjana Poddar and Smt. Seema Poddar and their respective heirs, executors, administrators and legal representatives.

PROMOTER shall mean PMV PROJECTS LLP represented by its Partners (i) Mr. Madhur Poddar, (ii) Mr. Mudit Poddar, (iii) Mr. Varun Poddar and (iv) Mr. Vedant Poddar and the partners for the time being of the said Limited Liability Partnership firm and each of their respective heirs, executors, administrators and /or legal representatives.

1. TERMS

- (i) In view of what is stated hereinabove the Purchaser/Allottee herein has approached the Vendors/Promoter for acquiring All That Apartment/Unit No.____ containing Carpet area of about _____ Sq.ft. and built-up area of about _____ Sq.ft. and Super Built-up area of _____ Sq.ft. be the same a little more or less and Exclusive Balcony/Verandah/Open Terrace Area, if any, having an area of _____ square feet on the _____ floor TOGETHER WITH right to park _____ cars in the open/covered and mechanical car parking area on the ground floor of the said building situate at 189/1/1, Netaji Subhas Chandra Bose Road, P.S.- Netaji Nagar (previously Jadavpur), Kolkata – 700040 together with the undivided proportionate share in the land underneath

the said building comprised in the said premises morefully described in the First Schedule stated hereunder attributable thereto and together with undivided proportionate share in the common areas parts and facilities of the said building hereinafter collectively referred to as the "said Apartment/Unit" which is morefully described in the Second Schedule hereunder written for their exclusive use for residential purpose only.

- (ii) In view of what is stated hereinabove the Vendors/Promoter has agreed to sell and the Purchaser/Allottee has agreed to purchase All That Apartment/Unit No.____ containing Carpet area of about _____ Sq.ft. and built-up area of about _____ Sq.ft. and Super Built-up area of _____ Sq.ft. be the same a little more or less and Exclusive Balcony/Verandah/Open Terrace Area, if any, having an area of _____ square feet on the _____ floor TOGETHER WITH right to park _____ cars in the open/covered and mechanical car parking area on the ground floor of the said building situate at 189/1/1, Netaji Subhas Chandra Bose Road, P.S.- Netaji Nagar (previously Jadavpur), Kolkata – 700040 together with the undivided indivisible proportionate share in the land underneath the said building comprised in the said premises morefully described the First Schedule stated hereunder attributable thereto and together with undivided proportionate share in the common areas parts and facilities of the said building hereinafter collectively referred to as the "said Apartment/Unit" which is morefully described in the Second Schedule hereunder written at or for a consideration of Rs. _____ (Rupees _____ only free from all encumbrances and charges subject however to covenants and stipulations the terms and conditions as stated hereunder.
- (iii) The Vendors/Promoter has provided common facilities and services together with lighting, sewerage system, water supply network, in an over or under the said premises and the said building that will serve the occupiers for use and occupation of the said building known as "UTSAV".
- (iv) The Purchaser/Allottee shall purchase the said apartment/unit as it shall stand as per the sanctioned plan provided however the Purchaser/Allottee hereby empowers to the Vendors/Promoter to make minor additions and alterations in the said Apartment/Unit and building

known as "UTSAV" subject to compliance of Real Estate (Regulation and Development) Act, 2016 (RERA Act) as applicable in the State of West Bengal as well as under West Bengal Real Estate (Regulation & Development) Rules, 2021.

- (v) On or before execution of this Agreement the Purchaser/Allottee has inspected, examined and got itself acquainted and fully satisfied about the title of the Vendors/Promoter in respect of the said Apartment/Unit, sanctioned plan, floor plan the measurement of the Carpet area of about _____ Sq.ft. and Built-up area of _____ Sq.ft. and Super Built-up area of _____ Sq.ft. of the said Apartment/Unit and has accepted the specifications of the materials used therein and the said building as well as the dimensions designs and drawings of the said apartment/unit and building and has accepted the same as envisaged herein and shall not be entitled to raise any query or objection thereto and the Purchaser/Allottee has further agreed and undertakes to pay the entire consideration agreed to be paid as stated hereunder as well as various deposits and additional amount as specified hereunder to the Vendor/Promoter as indicated in Part-I and Part-II of the Third Schedule stated hereunder.

2. PURCHASE PRICE & MODE OF PAYMENT

2.1 The Purchase price of the said Apartment/unit is Rs. _____/- (Rupees _____ only) which the Purchaser/Allottee shall pay in the manner as mentioned in Part I of the Third Schedule hereto to the Vendors/Promoter and the Vendors/Promoter agrees to construct and sell to the Purchaser/Allottee the said Apartment/Unit morefully described in the Second Schedule hereunder.

2.2 The purchase price includes the booking amount paid by the Allottee/Purchaser to the Vendors/Promoter towards the said Apartment/Unit.

2.3 The Purchaser shall pay Taxes (consisting of tax paid or payable by the Vendors/Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the said building payable by the Vendors/Promoter upto the date of the handing over the possession of the Apartment/Unit to the Allottee/Purchaser and the building to the association

of Allottee/Purchasers or the competent authority, as the case may be, after obtaining the completion certificate. Extras and Deposits, Incidental Charges etc. which is mutually fixed and non-negotiable and the Allottee/Purchaser consents to pay the same and will not raise any issues in this regard in future.

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

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the said building as per registration with the Authority, which shall include the extension of registration, if any, granted to the said building by the Authority, as per the Act, the same shall not be charged from the Allottee/Purchaser.

2.5 The total price of the Apartment/Unit includes the Cost of the Car-Parking Space, cost of exclusive Balcony/Verandah/Terrace if any, proportionate cost of common areas, amenities and facilities in the said building as provided in this Agreement.

2.6 The Vendors/Promoter shall periodically intimate to the Allottee/Purchaser, the amount payable as stated herein above and the Allottee/Purchaser shall make payment of the amount demanded by the Vendors/Promoter within 15 (fifteen) days from the date and in the manner specified therein of such written intimation. In addition, the Vendors/Promoter shall provide to the Allottee/Purchaser 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.

2.7 The Total Price is escalation-free, save and except increases which the Purchaser/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 Vendors/Promoter undertakes and agrees that while raising a demand on the Purchaser/Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Vendors/Promoter shall enclose the said notification/ order/rule/regulation to that effect along with the demand letter being issued to the Purchaser/Allottee, which shall only be applicable on subsequent payments.

2.8 The Vendors/Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Purchaser/Allottee by discounting such early payments @ _____ % per annum for the period by which the respective instalment 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 Purchaser/Allottee by the Vendors/Promoter.

2.9 In addition to the aforesaid purchase price, the Purchaser/Allottee shall pay interest free deposits and additional amounts as detailed in Part-II of the Third Schedule hereunder written and payment of such amounts shall be made at or before taking possession of the said Apartment/Unit to the Vendors/Promoter and in case the exact liability on any head cannot be quantified, then the payment shall be made according to the Vendor's reasonable estimation subject to subsequent accounting and settlement within a reasonable period.

2.10 The Vendors/Promoter shall confirm the final carpet area that has been allotted to the Purchaser/Allottee after the construction of the Building is complete and the occupancy certificate 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 Vendors/Promoter. If there is any reduction in the carpet area within the defined limit then Vendors/Promoter shall refund the excess money paid by Purchaser/Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/Allottee. If there is any increase in the carpet area allotted to Purchaser/Allottee, the Vendors/Promoter shall demand that from the Purchaser/Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.

2.11 That the computation of the price of the [Apartment] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and fire fighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

2.12 It is made clear by the Vendors/Promoter and the Purchaser/Allottee agrees that the [Apartment] along with _____ car parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser/Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchasers/Allottees of the Project.

2.13 No right title and interest of any nature whatsoever is being created in favour of the Purchaser/Allottee in respect of the said Apartment/Unit by virtue of this agreement until the Purchaser/Allottee has paid or deposited all the amounts herein agreed to be paid or deposited and until execution and registration of the Deed of Conveyance in favour of the Purchaser/Allottee in respect thereof.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES :

3.1 The Allottee/Purchaser if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Vendors/Promoter with such permission, approval which would enable the Vendors/Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee/Purchaser 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 may be liable for any action under Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Vendors/Promoter accepts no responsibility in respect of the matters specified in the preceding para. The Allottee/Purchaser shall keep the Vendors/Promoter fully indemnified and harmless in this regard. Whenever there

is any change in the residential status of the Allottee/Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/Purchaser to intimate the same in writing to the Vendors/Promoter immediately and comply with necessary formalities if any, under the applicable laws. The Vendors/Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee/Purchaser and such third party shall not have any right in the application/allotment of the said Apartment/Unit in any way and the Vendors/Promoter shall be issuing the payment receipts in favour of the Allottee/Purchaser 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 :

5.1 Time is essence for the Vendors/Promoter as well as the Allottee/Purchaser. The Vendors/Promoter shall abide by the time schedule for completing the said building as disclosed at the time of registration of the said building with the Authority and towards handing over the Apartment/Unit to the Allottee/Purchaser and the common areas to the Association of Allottee/Purchaser or the competent authority, as the case may be, subject to the same being formed and registered as per law.

6. CONSTRUCTION OF THE PROJECT /APARTMENT

6.1 The Allottee/Purchaser has prior to the execution of this agreement already inspected and satisfied himself/herself/themselves/itself about the physical nature and measurement of the said premises as mentioned in the First Schedule stated hereunder, title deeds, Building Plan and all other relevant documents including floor plan and has also made all necessary and relevant enquiries and has accepted the specifications of the materials to be used and measurements, dimension and designs and drawings and boundaries of the proposed building.

6.2 The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved

by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the appropriate authorities of the Kolkata Municipal Corporation /RERA Act, 2016 and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

6.3 The Allottee/Purchaser shall take the apartment/unit as it shall stand as per the sanctioned plan provided however the Allottee/Purchaser hereby empowers to the Vendors/Promoter to apply for further additions and alterations in the said Apartment/Unit subject to compliance of RERA Act, 2016 as applicable in the State of West Bengal.

6.4 The Vendors/Promoter are not liable or bound in any manner by any verbal or written statements, representations of any real estate broker, employee agent or any other person professing to represent the Vendors/ Promoter.

7. POSSESSION

Procedure for taking possession :

7.1 Under no circumstances the Purchaser/Allottee shall be entitled to claim possession unless all the dues of the Vendors/Promoter including those over and above the purchase price of the said Apartment/unit have been fully paid and/or discharged and thereafter the Vendors/Promoter upon obtaining the Completion Certificate from the appropriate authorities shall give notice to the Purchaser/Allottee who shall within 90 (ninety) days of service of the said notice to take possession of the said Apartment/Unit.

7.2 The Purchaser/Allottee shall take possession of the said Apartment/unit on the date of possession i.e. on the 90 (ninety) day of posting of the said notice irrespective of whether the Purchaser/Allottee takes actual physical possession or not and the Purchaser/Allottee shall be liable to pay maintenance charges as applicable with effect from the date of possession.

7.3 The Vendors/Promoter shall deliver actual physical possession of the said Apartment/unit at the time of execution and registration of the Deed of Conveyance of the said Apartment/unit.

7.4 The Purchaser/Allottee after expiry of 5 years from the date of taking delivery of possession of the said Apartment/unit shall not raise any dispute or

claim on the pretext of inferior quality of materials or in respect of any other defects in the construction of the said Apartment/Unit and/or in respect of the measurement of the area comprised of the said Apartment/Unit and the said building including structural defect or any other defect in workmanship in violation of an agreement.

8. REPRESENTATIONS OF VENDOR/PROMOTER

- 8.1 The Vendors/Promoter is absolute owner of the said premises and have marketable title in respect thereof.
- 8.2 There are no encroachments, easements or rights of way on, over, under or across the said premises or any part of it.
- 8.3 The Vendors/Promoter shall convey, transfer by way of sale the said apartment/unit as agreed herein free from encumbrances charges liens mortgage.
- 8.4 All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [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, said Land, Building and [Apartment] and common areas.
- 8.5 The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.
- 8.6 The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment] which will, in any manner, affect the rights of Allottee under this Agreement.
- 8.7 The said premises is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said premises.
- 8.8 The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities.

- 8.9 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said premises) has been received by or served upon the Promoter in respect of the said Land and/or the Project.
- 8.10 That the said premises is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

- 9.1 Time is expressly declared to be the essence of this agreement.

FOR THE ALLOTTEE

9.2 Notwithstanding anything herein contained, in case the Purchaser/Allottee commits default in performing and observing covenants/obligations herein including those for payment then and in such an event, a notice for demand shall be issued specifying the time which shall not exceed 60 days from the due date and if the said payment is not received within the time specified in the notice then this agreement shall stand terminated at the discretion of the Vendors/Promoter and in such event all rights and claims of the Purchaser/Allottee against the Vendors/Promoter and/or the said Apartment/Unit shall stand extinguished. In case of termination and/or cancellation of this Agreement, the Vendors/Promoter shall forfeit 10% (Ten percent) of the total purchase price of the said Apartment/Unit if any as liquidated damages and refund to the Purchaser/Allottee the balance amount paid by the Purchaser/Allottee without any interest.

9.3 For the period of late payment or in case the Vendors/Promoter condones the default of the Purchaser/Allottee even for a period more than the stipulated grace period provided in the notice then and in such event, the Purchaser/Allottee shall along with such dues and/or arrears, pay interest @ 2% per annum over and above Prime Lending Rate fixed by State Bank of India for the period of default on all amounts remaining unpaid. Any condonation granted by the Vendors/Promoter shall not amount to waiver of the future defaults or breaches.

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

- (i) Vendors/Promoter fails to provide ready to move in possession of the [Apartment/Plot] to the Purchaser/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 Vendor's/Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

In case of Default by Vendors/Promoter under the conditions listed above, Purchaser/Allottee is entitled to the following :

- (i) Stop making further payments to Vendors/Promoter as demanded by the Vendors/Promoter. If the Purchaser/Allottee stops making payments, the Vendors/Promoter shall correct the situation by completing the construction milestones and only thereafter the Purchaser/Allottee be required to make the next payment without any penal interest;
- (ii) The Purchaser/Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Purchaser/Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

9.5 In case of Delay on part of the Vendors/Promoter to complete the construction of the said Apartment/Unit within the stipulated time as stated herein above, then the Vendors/Promoter shall pay interest @ 2% per annum over and above Prime Lending Rate fixed by State Bank of India for the delay in construction subject to however Force Majeure.

10. EXECUTION AND REGISTRATION OF DEED OF SALE/CONVEYANCE

10.1 Subject to fulfillments of all the obligations by the Purchaser/Allottee, the Vendors/Promoter shall execute and register appropriate Deed of Sale/Conveyance of the said Apartment/unit unto and in favour of the Purchaser/Allottee.

10.2 The Promoter, on receipt of the complete amount of the price of the Apartment under the Agreement from the Allottee, shall execute a Conveyance Deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate however in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc.

so demanded within the period mentioned in the demand letter, the Allottee authorises the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any action taken or deficiencies/penalties imposed by the competent authority (ies).

11. MAINTENANCE OF SAID BUILDING

11.1 The Vendors/Promoter shall frame a scheme for maintenance and management of common areas and common amenities and facilities of the said building and overall management and control of the common areas together with amenities and facilities in the said building shall remain vested in the Maintenance Agency to be appointed by the Vendors/Promoter and or Association and all decisions with respect to the management and control shall be binding on all the Purchaser/Allottees of the said building.

11.2 After the Vendors/Promoter appoints the said management Agency and/or Association all the rights and obligations of the Vendors/Promoter with regard to the common purposes shall be exercised by the said management Agency and/or Association and the Vendors/Promoter shall be freed and discharged from all the obligation in respect thereof.

11.3 The Vendors/Promoter and/or Association will be entitled to engage and/or appoint a Maintenance Agency for carrying out the maintenance and collection of prorate maintenance charges etc. from the Apartment/unit holders in the said building. Such maintenance Agency shall be accountable to the Vendors/Promoter and/or Association and for the aforesaid purpose, each of the Purchaser/Allottee shall be obliged to execute a separate agreement with such Maintenance Agency or Vendors/Promoter and/or Association as the case may be.

11.4 The Purchaser/Allottee shall bear and pay the proportionate costs charges and expenses of the said building together with management fees thereof to the Vendors/Promoter and/or Maintenance Agency and/or Association.

11.5 The Vendors/Promoter or Maintenance Agency and/or Association shall keep all books of account and other records of the said building in accordance with good accounting principles and procedure applied in a consistent manner keep statements, receipted bills and invoices and all other records covering all collections disbursement and other dates in connection with maintenance and management of common areas and facilities of the said building.

11.6 The Purchaser/Allottee shall not be exempted from making payment of common maintenance charges on the ground for non use of common facilities of the said building.

12. DEFECT LIABILITY :

12.1 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 Vendors/Promoter as per the agreement for sale relating to such construction is brought to the notice of the Vendors/Promoter within a period of 5 (five) years by the Allottee/Purchaser from the date of obtaining completion certificate and Notice of possession, it shall be the duty of the Vendors/Promoter to rectify such defects through the structural engineer without further charge, within 30 (thirty) days, and in the event of Vendors/Promoter's failure to rectify such defects within such time, the aggrieved Allottee/Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided that the Vendors/Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee/Purchaser (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Vendors/Promoter.

Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee/Purchaser, without first notifying the Vendors/Promoter and without giving the Vendors/Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment/Unit, alters the state and condition of the area of the purported defect, then the Vendors/Promoter shall be relieved of its obligations as contained herein.

12.2 It is clarified that the above said responsibility of the Vendors/Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Allottee/Purchaser or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the

amenities/equipments (v) accident and (iv) negligent use. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. It is agreed and recorded that the Allottee/Purchaser of their respective Apartments/Units should also pay maintenance charges for maintenance of the project and its facilities and amenities during the period of first five years and thereafter. In case of non-payment of maintenance charges by the Allottee/Purchaser and there being discontinuation of proper maintenance in that event the Vendors/Promoter should not be held as liable as default on its part under this clause.

12.3 Notwithstanding anything contained in the above clause the following exclusions are made

- a. Equipment (lifts, generator, motors, transformers etc.) which carry manufacturer's guarantees for a limited period. Thereafter the association/Maintenance Agency shall take annual maintenance contract with the suppliers. The Vendors/Promoter shall transfer manufacturers guarantees/ warranties to the Allottee/Purchaser or Association of Allottees/Purchasers as the case may be.
- b. Fittings related to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear.
- c. Allowable structural and other deformations, deviations, misalignments, including expansion, quotient.
- d. The terms of work like painting etc. which are subject to wear and tear.

12.4 Provided that where the manufacturer warranty as shown by the Vendors/Promoter to the Allottee/Purchaser ends before the defect liability period and such warranties are covered under the maintenance of the said Apartment/building and if the annual maintenance contracts are not done /renewed by the Allottees/Purchasers, the Vendors/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 equipments, 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 amenities wherever applicable. The Allottee/Purchaser has been made aware and the Allottee/Purchaser expressly agrees that the regular wear and tear of the Apartment /Building excludes minor hairline cracks on the external and internal

walls including the RCC structure which happens due to variation in temperature 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/Purchaser it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure built of the Apartment and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

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

The Purchaser/Allottee shall have only right to use undivided proportionate indivisible/impartible right and interest in the common area of the said building (save those reserved unto the Vendors/Promoter) along with the other Apartment/unit holders co-owners subject to payment of total maintenance charges and shall not do any act deed or thing which may in any way prevent and/or restrict the rights and liberties of the Vendors/Promoter or the other Apartment/unit holders;

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS :

The Vendors/Promoter/maintenance agency/Association of Allottee/Purchasers shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee/Purchaser agrees to permit the Association of Allottee/Purchasers 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, if any, as located within the building shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee/Purchaser shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for used by the Association of Allottee/Purchasers for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT

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 Building, or the [Apartment], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment] and keep the [Apartment], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees 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 Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a [Apartment/Plot] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. 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 same [Apartment/Plot], all the requirements, requisition, demands and repairs which are required by any competent Authority in respect of the [Apartment/Plot]/at his/her own cost.

18. ADDITIONAL CONSTRUCTIONS

The Vendors/Promoter undertakes that it has no right to make additions or to put up additional structures(s) anywhere in the premises after the approval of the sanctioned plan by the appropriate Authorities except for as provided in the Act.

19. MORTGAGE / FINANCING

19.1 The Purchaser/Allottee shall have the right to obtain home loan, finance from any Bank/Financial Institution for the purpose of creating a mortgage in respect of the said Apartment/Unit provided however the Mortgagee shall observe and perform all the covenants restrictions stipulations terms and conditions including payment of various charges and deposits as agreed in this Agreement.

(PROMOTOR SHALL NOT MORTGAGE)

19.2 After the Vendors/Promoter executes this Agreement they shall not mortgage or create a charge on the said Apartment/Unit provided however the Vendors and Promoter shall have right to mortgage the said premises for the purpose of raising loan which shall be utilised for construction of the said building notwithstanding anything contained in any other law for the time being in force, such mortgage for charge shall not affect the right and interest of the Allottee/Purchaser who shall take such loan for purchase of the Apartment.

20. APARTMENT OWNERSHIP ACT

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

21. BINDING EFFECT

Forwarding this Agreement to the Purchaser/Allottee by the Vendors/Promoter does not create a binding obligation on the part of the Vendors/Promoter or the Purchaser/Allottee until, firstly, the Purchaser/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 Purchaser/Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchasers/Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/Allottee and/or appear before the Registrar/Sub-Registrar/ registrar of

Assurance for its registration as and when intimated by the Vendors/Promoter, then the Promoter shall serve a notice to the Purchaser/Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Purchaser/Allottee, application of the Purchaser/Allottee shall be treated as cancelled and all sums deposited by the Purchaser/Allottee in connection therewith including the booking amount shall be returned to the Purchaser/Allottee without any interest or compensation whatsoever

22. ENTIRE AGREEMENT

22.1 This Agreement contains the entire agreement of the parties and no oral representations and warranties or statement between the Vendors/Promoter and the Purchaser/Allottee shall be considered valid or binding upon either of the parties.

22.2 This agreement supersedes all other representations, warranties agreements, arrangements, understandings or brochures and in no event the Purchaser/Allottee shall be entitled to set up any oral Agreement.

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 Purchasers/Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

The Vendors/Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser/Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser/Allottee that exercise of discretion by the Vendors/Promoter in the case of one Purchaser/Allottee shall not be construed to be a precedent and /or binding on the Vendors/Promoter to exercise such

discretion in the case of other Allottees. Failure on the part of the Vendors/Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to 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 Purchaser/Allottee has to make any payment, in common with other Purchaser/Allottee(s) in Project, the same shall be the proportion which the carpet area of the [Apartment/Plot] bears to the total carpet area of all the [Apartments/Plots] 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 complete only upon its execution by the Vendors/Promoter through its authorized signatory at its office or at some other place which may be mutually agreed between Vendors/Promoter and the Purchaser/Allottee in Kolkata and after the Agreement is duly executed the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to be executed at Kolkata.

30. NOTICE

30.1 All notices and/or communication hereunder shall be in writing and digitally delivered personally by e-mail, SMS, Whatsapp or mailed by certified mail postage and dispatch to the postal authority by registered post with acknowledgement due at the last known address of the parties hereto. If the receiving party consists of more than one person a notice to one of them is notice to all.

31. JOINT ALLOTTEES

That in case there are Joint Purchasers/Allottees all communications shall be sent by the Promoter to the Purchaser/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 Purchasers/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 laws of India for the time being in force.

33. DISPUTE RESOLUTION /ARBITRATION

33.1 All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability if not settled amicably shall be referred to arbitration through the adjudicating officer appointed under the RERA Act, 2016 as applicable in the State of West Bengal.

33.2 Provided however the Vendors/Promoter or Maintenance agency and/or Association shall have the right to mediate or arbitrate disputes between Apartment/unit holders and any fees, costs and expenses incurred by such mediation or arbitration shall be payable equally by the Apartment/unit Purchaser/Allottee involved in such disputes.

[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. TITLE AND PRE-CONTRACT INSPECTION BY ALLOTTEE / PURCHASER

34.1 The Allottee/Purchaser has inspected and examined the title of the Vendors/Promoter including the said title documents and purchases it with full knowledge of its actual state and conditions and the Allottee/Purchaser accepts the title and further agrees and covenants not to raise any objections thereto or make any requisitions in connection therewith.

34.2 The Allottee/ Purchaser has entered into this agreement on the basis of the terms and conditions of this agreement as stated herein and not in reliance or any representation or warranty either oral or written and whether express or implied made by or on behalf of the Vendors/ Promoter.

35. AGREEMENT FOR SALE

35.1 The Vendors/Promoter has agreed to sell and transfer and the Purchaser/Allottee has agreed to purchase and acquire All That Apartment/Unit No.____ containing Carpet area of about _____ Sq.ft. and built-up area of about _____ Sq.ft. and Super Built-up area of _____ Sq.ft. be the same a little more or less and Exclusive Balcony/Verandah/Open Terrace Area, if any, having an area of _____ square feet on the _____ floor TOGETHER WITH right to park _____ cars in the open/covered and mechanical car parking area on the ground floor of the said building situate at 189/1/1, Netaji Subhas Chandra Bose Road, P.S.- Netaji Nagar (previously Jadavpur), Kolkata – 700040 morefully described in the First Schedule stated hereunder together with undivided indivisible/impartible proportionate share of the land underneath the said building and together with undivided proportionate share in the common areas and facilities of the said building attributable thereto hereinafter collectively referred to as the "said Apartment/Unit" and more fully described in the Second Schedule hereunder written but subject to the Purchaser/Allottee making payment of all the amounts agreed to be paid by the Purchaser/Allottee to the Vendors/Promoter and also performing and observing all the terms and conditions hereinafter appearing.

35.2 The common areas and amenities in the said building shall be such as shall be necessary or be required and as thought fit and determined by the Vendors/Promoter for the beneficial use and enjoyment of the said Apartment/Unit and such common areas and amenities shall be declared and/or identified by the Vendors/Promoter in its discretion.

35.3 The undivided proportionate share in the land underneath the said building shall always remain indivisible/impartible and variable.

35.4 The right of the Purchaser/Allottee shall remain restricted to the said Apartment/Unit only and ingress and egress over the common paths and passages leading to the said Apartment/Unit and the Purchaser/Allottee shall have no right nor shall claim any right over and in respect of any other Apartments/Units, constructed areas and other areas or open space of the said Premises.

36. MANNER AND TIME OF COMPLETION

36.1 The Vendors/Promoter is expected to complete the said Apartment/Unit within 18th September, 2028 with grace period of 6 (six) months as a residential project including obtaining completion certificate from The Kolkata Municipal Corporation or any other authority or authorities as the case may be. A certificate issued by the Architect of the said Apartment/unit in respect of measurement of Carpet area and Built-up area and quality of construction thereof shall be final conclusive and binding on the Purchaser/Allottee.

36.2 The Vendors/Promoter shall have right to effect suitable alterations/additions/ improvements/modifications in the said Sanctioned Plan of the building or the said Apartment/unit if and when necessary as may be required by the Architect and or in accordance with provisions of RERA Act, 2016 and the Purchaser/Allottee hereby consents to the same.

37. MODIFICATION :

The Vendors/Promoter shall have and reserve its right to effect suitable alterations/additions/ improvements/modifications in the said Plan and other Plan or Plans and/or layout plan of the said building in accordance with provisions of the Kolkata Municipal Corporation if and when necessary as may be required by the Architect and or in accordance with provisions of RERA Act, 2016 and the Allottee/Purchaser hereby consents to the same.

38. CANCELLATION BY ALLOTTEE/PURCHASER

The Allottee/Purchaser shall have the right to cancel/withdraw his allotment in the said building as provided in the Act. Provided that where the Allottee/Purchaser proposes to cancel/withdraw from the said building without any fault of the Vendors/Promoter the Allottee/Purchaser shall serve a 90(ninety) days notice in writing to the Vendors/Promoter and on the expiry of the said period the allotment shall stand cancelled and the Vendors/Promoter herein is entitled to forfeit the booking amount and 10% of the consideration amount, interest as per applicable laws and applicable GST payable on such

cancellation charges paid for the allotment. The balance amount of money paid by the Allottee/Purchaser shall be returned by the Vendors/Promoter to the Allottee/Purchaser within forty-five days of such cancellation.

39. COMPENSATION

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

40. RESTRICTIONS COVENANTS AND OTHER OBLIGATIONS

40.1 As from the date of possession of the said Apartment/Unit, the Purchaser/Allottee agrees and enter into the following restrictive covenants as stated in the Sixth Schedule hereunder written that the said Apartment/unit will be conveyed subject to the performance and observance of the following covenants, stipulations and restrictions and such covenants shall run with and bind the said Apartment/unit so as to benefit the Purchaser/Allottee but not so as to render the Purchaser/Allottee personally liable for any breach of a restrictive covenant after he has parted with all interest in the said Apartment/unit and to contain the same in the Deed of Conveyance of the said Apartment/unit.

- i) To pay proportionate maintenance charges including management fees applicable to the said Apartment/Unit and to co-operate with the Vendors/Promoter, Maintenance Agency in the management and maintenance of the said common areas together with amenities and facilities therein;
- ii) To observe the rules or regulations as may be framed from time to time by the Vendors/Promoter and/or Maintenance Agency in respect of the the management and maintenance of said building;
- iii) To allow the authorized representatives of the Vendors/Promoter and/or Maintenance Agency with or without workmen to enter into the said Apartment/unit for the purpose of maintaining, repairing or renewing sewers, pipes, wires, cables and ducts used or capable of being used in connection with enjoyment of any other Apartment/unit in the said building known as "UTSAV";
- iv) The Purchaser/Allottee hereby covenants with the Vendors/Promoter that-

- a) The Purchaser/Allottee/Allottee shall observe and perform the restrictions as stated in the Sixth Schedule hereunder written;
- b) To regularly and punctually pay and discharge to the Vendors/Promoter and/or Maintenance Agency or the concerned statutory Semi-Government body as the case may be all rates, taxes, maintenance charges, common expenses, impositions management fees and all other outgoing in respect of the said Apartment/Unit and also proportionately for the common areas and/or portions as described under the Fourth Schedule and the common expenses as described in the Fifth Schedule hereunder written in advance within the 7th day of every month according to the English Calendar and such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the said Apartment/Unit has been taken or not by the Purchaser/Allottee;
- c) The proportionate rate and/or amount payable by the Purchaser/Allottee for the common expenses which shall include Management fees shall be decided by the Vendors/Promoter and/or Maintenance Agency from time to time and the Purchaser/Allottee shall be liable to pay the same and the statement of account of the apportionment of charges as prepared by the Vendors/Promoter and/or Maintenance Agency shall be conclusive final and binding and the Purchaser/Allottee shall not be entitled to dispute or question the same;
- d) So long as each Apartment/Unit in the said building is not separately assessed and mutated, the Purchaser/Allottee shall from the date of possession and/or occupancy certificate, whichever be earlier, be liable to pay the proportionate share of all the rates and taxes assessed on the entirety of the said building and such proportion to be determined by the Vendors/Promoter on the basis of the area of the said Apartment/Unit;
- e) After taking delivery of the said Apartment/Unit and registration of the Deed of Conveyance, the Purchaser/Allottee shall take steps to have the said Apartment/Unit separately assessed and mutated. The Purchaser/Allottee shall be liable and responsible for all the costs and consequences of non-observance of this clause;

f) In case the Purchaser/Allottee defaults or delays in making payment of all the aforesaid expenses, then the Vendors/Promoter and/or Maintenance Agency and/or Association shall also be entitled to withhold all utilities and facilities to the Purchaser/Allottee and/or the said Apartment/Unit, including electricity, water supply and/or other services, amenities and facilities during the time that the Purchaser/Allottee is in default.

g) In case the Vendors/Promoter and/or Maintenance Agency condones the default of the Purchaser/Allottee, then and in such event, the Purchaser/Allottee shall along with such dues and/or arrears, pay compensation for the loss and/or damages suffered by the Vendors/Promoter and/or Maintenance Agency and also interest at the rate of 18% percent per month for the period of default on all amounts remaining unpaid together with reconnection charges;

41. COVENANT PROHIBITING TRESSPASS

The Purchaser/Allottee shall not trespass from the said premises onto the other parts of the building or allow any person or animals under his control to do so and shall keep the Vendors/maintenance agency indemnified against all costs charges and expenses in relation to the prosecution of such trespassers.

42. FORCE MAJEURE

42.1 The Vendors/Promoter shall not be regarded in breach if any of the terms and conditions herein contained and on the part of the Vendors/Promoter to be performed and observed if it is prevented by any of the conditions herein below and it shall not be liable to pay any interest or damages for the following events ;

- i) Fire
- ii) Natural Calamity, such as storm, cyclone, Flood, Tempest etc.;
- iii) Labour Unrest;
- iv) Local Problem such as Riot, Mob-Violence, Threat and Terrorist Attack;
- v) Any prohibitory order from a Court of Law or the Kolkata Municipal Corporation or any other authority or authorities as the case may be;
- vi) Delay in giving electricity connection;
- vii) Delay in granting occupancy certificate;

- viii) Any other unavoidable circumstances beyond the control of the Vendors/Promoter;

43. MISCELLANEOUS

43.1 The name of the said building shall be "UTSAV".

43.2 The right of the Purchaser/Allottee shall remain restricted to the said Apartment/Unit and in no event the Purchaser/Allottee shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the said building.

44. DOCUMENTATION AND PROFESSIONAL CHARGES

44.1 M/s. C.K. Jain & Company, Solicitors & Advocates of 7A, Kiran Shankar Roy Road, Kolkata – 700001 shall draw all papers, documents and drafts required in connection with the said Apartment/unit and other Apartments/units in the said building as envisaged therein and the Purchaser/Allottee shall pay the Professional Fees to C.K. Jain & Co. for preparing drafting for execution and registration of the papers, documents in relation to transfer of the said Apartment/Unit in favour of the Purchaser/Allottee as shall be decided by the Vendors/Promoter.

44.2 All stamp duty, registration charges and other incidental expenses in relation to agreement for sale and Deed of conveyance of the said Apartment/Unit and also any other assurances deeds and documents required to be made for or in relation thereto shall be borne and paid by the Purchaser/Allottee.

45. JURISDICTION

45.1 Only the Courts having territorial jurisdiction over the said entire land shall have jurisdiction in all matters relating to or arising out of this agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece and parcel of land measuring 23 Cottahs, 10 Chittacks and 18 Sq.ft. be the same a little more or less together with 70 year old G+1 one storied residential building having cemented floor measuring about 415.35 Sq. Mtrs. equivalent to 4470 Sq.ft. situate lying at and being Premises No.189/1/1, Netaji Subhas Chandra Bose Road, within the limit of K.M.C. Ward No.98, P.S.

Netaji Nagar previously Jadavpur, Kolkata – 700040 butted and bounded as follows :-

ON THE NORTH : By Premises No.189, N.S.C. Bose Road and partly KMC Road;
 ON THE EAST : By Premises No.201, N.S.C. Bose Road;
 ON THE SOUTH : By Tolly Nalla;
 ON THE WEST : By partly Premises No.189/1, N.S.C. Bose Road and partly common passage of Premises No.189/1/1, N.S.C. Bose Road;

THE SECOND SCHEDULE ABOVE REFERRED TO :

(said Unit)

ALL THAT Apartment/Unit No.____ containing Carpet area of about _____ Sq.ft. and built-up area of about _____ Sq.ft. and Super Built-up area of _____ Sq.ft. be the same a little more or less and Exclusive Balcony/Verandah/Open Terrace Area , if any, having an area of _____ square feet on the _____ floor TOGETHER WITH right to park _____ cars in the open/covered and mechanical car parking area on the ground floor of the said building situate at 189/1/1, Netaji Subhas Chandra Bose Road, within the limit of K.M.C. Ward No.98, P.S. Netaji Nagar previously Jadavpur, Kolkata – 700040 together with the undivided indivisible/impartible proportionate share in the land underneath the said building comprised in the said premises and together with undivided proportionate share in the common areas, amenities and facilities of the said building attributable thereto.

THE THIRD SCHEDULE ABOVE REFERRED TO :

Part – I

The purchase price of the said Apartment/Unit @ Rs._____ per Sq.ft. shall be Rs._____/ - (Rupees _____ only)

- a) Cost of Apartment Rs._____
- b) Cost of Car-Parking Rs._____
- c) Cost of Exclusive Balcony/Verandah/Terrace if any Rs._____
- d) Proportionate cost of common Areas amenities and facilities in the said building Rs._____

which shall be paid by the Purchaser/Allottee to the Vendors/Promoter in the manner stated hereunder:-

Construction Link Plan

Stage of Payment	Taxes	Amount % Payable
Booking Amount		Rs. 2,00,000/-
On Signing of Agreement		10% of Total Sale Price less booking amount + GST
On Completion of Piling		10% of Total Sale Price + GST
On Casting of 1 st Floor		10% of Total Sale Price + GST
On Casting of 3 rd Floor		10% of Total Sale Price + GST
On Casting of 5 th Floor		10% of Total Sale Price + GST
On Casting of 7 th Floor		10% of Total Sale Price + GST
On Casting of 9 th Floor		10% of Total Sale Price + GST
On Casting of 11 th Floor		10% of Total Sale Price + GST
On Completion of Brick Work of the Flat		5% of Total Sale Price + GST
On Completion of Flooring of the Flat		5% of Total Sale Price + GST
On Possession		10% of Total Sale Price + GST

Provided however GST, Service Tax, Extra Charges and Deposits or any other payments as may be applicable shall also be paid along with the above mentioned installments.

PART - II

Deposits (Interest Free)

- i) For the estimated Maintenance charges proportionately
- ii) Sinking Fund
- iii) Rates and Taxes
- iv) Cost charges etc. for electric connection to the said Apartment/Unit.
- v) All Stamp Duty, Registration charges including professional fees payable to the Advocate/Solicitor and other incidental expenses in relation to all required documents including Agreement for Sale and Deed of Sale/Conveyance of the said Apartment/unit.
- vi) Miscellaneous charges, if any.

THE FOURTH SCHEDULE ABOVE REFERRED TO :

(Common Areas)

1. The foundation, columns, beams, supports corridors, lobbies, stairs, stairways, landings, lift well, entrances exits and path-ways driveways.
2. Common entrance and passage on ground floor.

3. Water pump, water tank, water pipes and other common plumbing installation.
4. Electric wiring, motor and fittings and Transformer if any.
5. Drainage and sewers including manholes, etc.
6. Pump house.
7. Common Toilets.
8. Boundary walls and main gates.
9. Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open space within the said premises and/or the building as are necessary and as may be specified but excluding the other open and/or covered areas or space which shall be used or allowed to be used exclusively by the Vendors/Promoter and the persons deriving title from them for different purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

(Common Expenses)

1. The costs and expenses of administration and maintaining, redecorating, repairing replacing and renewing etc. of the main structure, the roof, gutters, lift and water pipes and for all purposes drains and electric cables and wires, fixtures fittings and equipments, in under or upon the said building and enjoyed or used by the Purchasers/ Allottees in common with other occupiers or serving more than one Apartment/unit in the said building, main entrance, landing and stair cases of the said building and enjoyed by the Purchaser/Allottees or used by him/her/them/it in common as aforesaid and the boundary walls of the said building.
2. The cost of white washing cleaning and lighting the main entrance, passage, landings, stair cases, lift well and other parts of the said building so enjoyed and used by the Purchasers/ Allottees in common as aforesaid and keeping the adjoining spaces in good and repaired conditions.
3. The cost of salaries of Durwans, sweepers, security guards.
4. Maintaining all Common Areas and Facilities.
5. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central, state or local) assessed charged or imposed upon

or payable in respect of the said Apartment/unit and premises or any part thereof.

6. Generally managing, maintaining and administering and protecting the entire common areas and amenities in the said building at the said premises.

THE SIXTH SCHEDULE ABOVE REFERRED TO :
RESTRICTIONS

As from the date of possession of the said Apartment/Unit, the Purchaser/Allottee agrees and enter into the following restrictive covenants that the said Apartment/unit will be conveyed subject to the performance and observance of the following covenants, stipulations and restrictions.

i) To co-operate with the Vendors/Promoter and/or Association/Maintenance Agency in the management and maintenance of the said common areas of the said Building;

ii) To observe the rules or regulations as may be framed from time to time by the Vendors/Promoter and/or association in respect of the said Building;

iii) To allow the authorized representatives of the Vendors/Promoter and/or Association/Maintenance Agency with or without workmen to enter into the said Apartment/unit for the purpose of maintaining, repairing or renewing sewers, pipes, wires, cables and ducts used or capable of being used in connection with enjoyment of any other Apartment/unit in the Building;

iv) To pay the charges of the electricity and other utilities in or relating to the said Apartment/unit wholly for the said Apartment/Unit and proportionately in relating to the common expenses;

v) Not to sub-divide the said Apartment/Unit or any portion thereof :

vi) Not to throw or accumulate or cause or permit to be thrown or accumulated any dirt, rubbish or other refuse within the said Apartment/unit or in the building and/or compound or in any portion of the building or in any part of the said Building or in the Common parts save at the places indicated therefor and to maintain the cleanliness of the said Building as per the Swacch Bharat Abhiyan Scheme launched by the Government of India.

- vii) Not to keep or store and/or allow to be kept or stored any offensive combustible obnoxious hazardous or dangerous article in the said Apartment/Unit or in the common areas and not to block any common areas and not to block any common areas of the said building and/or Building in any manner ;
- viii) Not to keep any heavy article or thing, operate any machine as is likely to endanger the structure of the building or damage the floor or roof or outer walls of any Apartment/Unit ;
- ix) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to effect or endanger or damage the stability of the said building or any part thereof ;
- x) Not to do or cause anything to be done in or around, the said Apartment/Unit which may cause or tend to cause or tantamount to cause or affect any damage to the said Apartment/Unit or to the flooring or ceiling of the said Apartment/Unit or any other portion over or below the said Apartment/Unit or any part thereof or the fittings and fixtures affixed thereto ;
- xi) Not to permit any alterations in the elevation and outside colour scheme of the exposed walls of the verandah, lounge or any external walls or both the faces of the external doors and windows including the grills of the said Apartment/Unit ;
- xii) Not to fix grills in the verandah and/or windows which are not as per the designs suggested or approved by the Architect and Vendors/Promoter ;
- xiii) Not to make in the said Apartment/Unit any structural additions and/or alterations such as beams, columns, partitions, walls etc. or improvements of a permanent nature except with the prior approval in writing of the Vendors/Promoter and/or any concerned authority ;
- xiv) Not to fix or install any antenna on the roof of the said building or any window antenna ;
- xv) Not to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said building.

xvi) Not to use the said Apartment/Unit or permit the same to be used for any purpose whatsoever other than for the allotted purposes and not to use the same for any purpose which may or is likely to cause any disadvantage discomfort nuisance or inconvenience to the other users and occupiers of the said Building;

xvii) To use only those common areas as are mentioned in the Fourth Schedule hereto, for ingress and egress to the said Apartment/Unit, in common with the other occupiers of the said Building and the Purchaser/Allottee shall have no right on any other portion and/or space in the said building.

xviii) Not to obstruct or object to the Vendors/Promoter doing or permitting any one to do any construction, alteration or work in the said Building ;

xix) Not to claim any rights easements in respect of other areas of the said building ;

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

SIGNED SEALED AND DELIVERED

by the VENDORS at Kolkata

In the presence of :-

SIGNED SEALED AND DELIVERED

by the PROMOTER at Kolkata

In the presence of :-

SIGNED SEALED AND DELIVERED

by the PURCHASER/ALLOTTEE at Kolkata

In the presence of :-

=====
DATED THIS DAY OF 2023
=====

BETWEEN

ASHA PODDAR & ORS.
..... VENDORS

AND

PMV PROJECTS LLP
..... PROMOTER

AND

.....ALLOTTEE/ PURCHASER

AGREEMENT

C.K. JAIN & COMPANY
SOLICITOR & ADVOCATES
7A, KIRAN SHANKAR ROY ROAD
KOLKATA – 700001