

AGREEMENT FOR SALE

This AGREEMENT FOR SALE ("AGREEMENT") executed on this [•] day of [•], 20 [•] at [•]

BY AND BETWEEN

WEST BENGAL HOUSING BOARD, (PAN: AAAJW0019K), a Statutory Body Corporate constituted under the West Bengal Housing Board Act, 1972 (Act XXXII of 1972), having its office at 105, S. N. Banerjee Road, Post Office: Taltola, Police Station: Taltola, Kolkata-700014, West Bengal, India, (represented by its Constituted Attorney, **BENGAL AMBUJA HOUSING DEVELOPMENT LIMITED**, a Joint Sector Company incorporated under the Companies Act, 1956 and an existing company under the Companies Act, 2013 and having its Registered Office at "Vishwakarma", 86C, Topsia Road (South), Post Office: Tangra, Police Station: Topsia, Kolkata-700046, West Bengal, India, (**BAHDL**) represented by its authorised signatory, Mr. Rakesh Ranjan, (PAN: AFBPRO698P, (Aadhaar No. [•]), son of Sri Harendra Kishore Pandey, and duly authorized vide Board Resolution dated 24.06.2017, hereinafter referred to as the "**OWNER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assignees) of the **FIRST PART**:

AND

S.E. BUILDERS & REALTORS LIMITED, (CIN No.U70109WB2011PLC171075), (PAN: AAQCS8412H), a company incorporated under the provisions of the Companies Act, 1956 and an existing Company under the Companies Act, 2013, having its Registered Office at "Vishwakarma", 86C, Topsia Road (South), Post Office: Tangra, Police Station: Topsia, Kolkata-700046, West Bengal, India, by its authorized signatory Mr. Piyush Singhania, (PAN AKUPS6132P), (Aadhaar No. 6434 3677 2448), son of Mr. Subodh Kumar Singhania, and duly authorized vide Board Resolution dated [•], hereinafter referred to as the "**PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assignees) of the **SECOND PART**:

AND

[If the Allottee is a company]

[•], (CIN no.[•])(PAN[•]) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at [•], represented by its authorized signatory Mr. [•], (PAN [•], Aadhaar No. [•]), son of [•], residing at [•], duly authorized vide board resolution dated [•] hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **THIRD PART**.

[OR]

[If the Allottee is a Partnership]

[•], a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at [•], (PAN [•]), represented by its authorized partner [•], (Aadhaar No [•], son of [•], residing at [•], duly authorized vide board resolution dated [•], hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their permitted assigns) of the **THIRD PART**.

[OR]

[If the Allottee is an Individual]

Mr./Ms. [•] (Aadhaar No [•]) son/ daughter of [•], aged about [•] years, residing at [•], hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**.

[OR]

[If the Allottee is a HUF]

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

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

WHEREAS:

- A. The Owner presently is the sole and absolute owner of and is well and sufficiently entitled to land admeasuring 20.184 acres (equivalent to 81681.82 square meters) comprised in RS Dag/Plot Nos. 135(P), 136(P), 137(F), 126/165(P), 124/167(P), 127/169(P), 128/170(F) and 129/171(P) under RS Khatian No. 147, 148, 156/164 and 165/157 within Mouza: Barakhola, J.L. No. 21, Police Station: Purba Jadavpur (formerly Tollygunge), Sub-Registry Office: ADSR Sealdah, in the District of South 24 Parganas situate lying at and being the Premises No. 405, Barakhola, Mukundapur, Kolkata - 700099 within Ward No. 109 of the Kolkata Municipal Corporation ("Larger Land").
- B. The Owner had purchased the Larger Land by virtue of 5 separate sale deeds, all dated 19 August 2008 and all registered with the Additional District Sub-Registrar, Sealdah, for the year 2008 in:
- (a) Book No. I, CD Volume No.43, Page from 230 to 237, being Deed No.833 executed by Sohanlal Manpuria s/o Late Bajrang Lal Manpuria in favour of West Bengal Housing Board;
 - (b) Book No. I, CD Volume No.43, Page from 238 to 247, being Deed No.834, executed by Narendra Manpuria, s/o Sri Sohanlal Manpuria in favour of West Bengal Housing Board;
 - (c) Book No. I, CD Volume No.43, Page from 248 to 259, being Deed No.835 executed by Rita Adhikari, w/o Sri Samarjit Adhikari in favour of West Bengal Housing Board;
 - (d) Book No. I, CD Volume No.43, Page from 260 to 272, being Deed No.836, executed by Ashish Ghosh, s/o Late Indu Bhusan Ghosh in favour of West Bengal Housing Board;

- (e) Book No. 1, CD Volume No.43, Page from 273 to 284, being Deed No.837 executed by Mr. Debashis Ghosh, s/o. Late Indu Bhusan Ghosh in favour of West Bengal Housing Board;
- C. The Owner had entered into a development agreement dated 31 December 2009 ("**Development Agreement**", which expression shall include all subsequent amendments, extensions and revisions thereof) with BAHDL for construction and development of the Larger Land for housing and allied purposes for the consideration and subject to the terms and conditions contained therein. The Owner had, pursuant to the terms of the Development Agreement, also executed a power of attorney on 31 December 2009 ("**POA**", which expression shall include all subsequent amendments, extensions and revisions thereof) appointing BAHDL as its true and lawful attorney.
- D. By an Agreement dated 30 January 2012 BAHDL had transferred and assigned its rights and obligations under the Development Agreement in relation to the development of the Larger Land to the Promoter herein for the consideration and subject to the terms and conditions contained therein.
- E. In pursuance of the terms of the Development Agreements, the Promoter has undertaken the development and construction of a multi-zonal complex on the Larger Land under the name and style "**UTALIKA-THE CONDOVILLE**" ("**Utalika**") in multiple phases and comprising 3 (three) distinctly earmarked zones as under:
- (a) **Efficiency Comfort Zone:** The Promoter has already completed the development of a residential complex having 1 (one) multi- storeyed residential tower comprising both lower-income group (**LIG**) and middle-income Group (**MIG**) apartments along with common areas, parts, portions, utilities, amenities and installations ("**Efficiency Comfort Zone**") dedicated to and intended for the exclusive use in common by the allottees of such Efficiency Comfort Zone on a clearly demarcated land area admeasuring 1.937 acres ("**Efficiency Comfort Zone Land**" as depicted and demarcated in the map/plan of the Larger Land annexed herewith and marked as **Annexure "I"** and bordered thereon in **GREEN** colour), as a separate real estate project.
- (b) **Future Development Zone:** A clearly demarcated land area admeasuring 0.879 acres out of the Larger Land ("**Future Development Zone Land**" as depicted and demarcated in the map/plan of the Larger Land annexed herewith and marked as **Annexure "I"** and bordered thereon in **BLUE** colour), is identified by the Promoter for the purpose of developing a multi-storeyed tower comprising constructed spaces meant partly for residential ("**MIG Block**"), partly for commercial ("**Retail Block**") and partly for semi-commercial ("**Office Block**") use along with necessary common areas, parts, portions, facilities, utilities, amenities and installations meant for access and use by one or more such Blocks ("**Future Development Zone**") as one or more separate real estate project(s) .
- (c) **Luxury Zone:** A clearly demarcated land area admeasuring 15.615 acres out of the Larger Land ("**Complex Land**", more fully and particularly described under Part I of **Schedule "A"** hereunder and depicted and demarcated in the map/plan of the Larger Land annexed herewith and marked as **Annexure "I"** and bordered thereon in **RED** colour), is identified by the Promoter for the purpose of developing a luxury zone ("**Complex/Luxury Zone**") comprising 5 (five) separate multi-storeyed tower(s) (collectively "**Towers**" and singularly, a "**Tower**").

- F. Out of these 5 (five) Towers, the development and construction of 4 (four) Towers namely, Tower A ('Prathama'), Tower B ('Chaturthi'), Tower D ('Tritiya') and Tower E ('Dwitiya'), all comprising high-end luxury apartments, have already been completed by the Promoter as separate real estate projects .
- G. The Promoter has obtained a composite sanctioned building plan as a part of the Master Plan for the development of both the Tower 'C' and the Future Development Zone. The said composite sanctioned plan permits the construction and development of two adjacent multi-storeyed towers situate on the Project Land (defined below) and the Future Development Zone Land respectively, both having basement, ground plus 33 (thirty three) upper storeys, and connected with each other at the Basement ('B'), the Ground Floor ('P1'), the First Floor ('P2'), the Second Floor ('P3'), the Third Floor ('P4') and the Fourth Floor ('P5') (the said B, P1, P2, P3, P4 and P5 floors are hereinafter collectively referred to and identified as the "Connected Floors").
- H. The Promoter is developing Tower 'C' named "Utalika - Utalika Luxury Phase- 5" as a multi-storeyed building with basement, ground and 33 (thirty three) upper storeys on land admeasuring 0.897 acres (equivalent to 3632 square metres) of clear demarcated land out of the Complex Land ("**PROJECT LAND**"). The detailed description of the Project Land is given in **Part II of Schedule "A"** hereunder and demarcated in the map/plan of the Complex Land annexed herewith and marked as **Annexure "II"** and bordered thereon in colour **RED**.
- I. The Promoter shall develop and construct a part of the said Tower 'C' as 'Utalika Luxury Phase- 5' of the Luxury Zone/Complex comprising high end luxury residential apartments of various shapes and sizes located on clearly demarcated portions of the 5th (fifth) and 6th (sixth) floors, and the 7th (seventh) floor to the 33rd (thirty-third) floor in entirety along with covered car parking slots located on the 1st (first) floor (P2), 2nd (second) floor (P3) and a clearly demarcated portion of the 3rd (third) floor (P4) of the Connected Floors **along with** necessary common areas, parts, portions, utilities, amenities and installations dedicated to and intended for the exclusive use and enjoyment in common by the allottees of such project ("**Project Common Areas**", more fully and particularly described in **Part "I" of Schedule "D"**, and depicted in the drawings/plans of the various parts of the Tower C, annexed hereto and collectively marked as **Annexure "IV"** and coloured thereon in **RED** colour) (hereinafter collectively referred to and identified in entirety as the "**PROJECT**").
- J. The Promoter shall develop and construct a part of the said Tower 'C' as a high-end luxury club with a hospitality section located on clearly demarcated portions of the 5th (fifth) and 6th (sixth) floors along with covered car parking slots located on the ground floor (P1) and a clearly demarcated portion of the 3rd (third) floor (P4) of the Connected Floors **along with** certain demarcated areas, parts, portions and identified utilities, amenities and installations located in the basement and ground floor (P1) of the Connected Floors dedicated to and intended for the exclusive use and enjoyment of the Promoter (hereinafter collectively referred to and identified as the "**Promoter's Club**" and depicted in the drawings/floor plans of the various parts of the Tower C annexed hereto and collectively marked as **Annexure "XI"** and coloured thereon in **RED** colour), which shall be exclusively retained and owned by the Promoter for its own business purposes and enjoyment. Further, all the (i) 22 (twenty-two) covered car parking slots located on a clearly demarcated area of the 3rd (third) floor (P4) of the Connected Floors ("**Office Parking Spaces**") shall be retained and owned by the Promoter for allotment in favour of the allottees of the Office Block comprised in the Future Development Zone (ii) 90 (ninety) covered car parking slots located on the 4th (fourth) floor (P5) of the Connected Floors shall be retained and owned by the Promoter for allotment in favour of the allottees of the MIG Block

comprised in the Future Development Zone ("MIG Parking Spaces"). It is expressly agreed by and between the Parties that the Promoter's Club, the Office Parking Spaces and the MIG Parking Spaces, shall not be considered as a part of the Project in any manner whatsoever.

- K. Each of the phases in the Luxury Zone and the Future Development Zone are separate real estate projects, save and except: (i) certain designated areas, facilities, utilities, amenities, installations in Tower 'C'/ Utalika Luxury Phase- 5, the access and use of which are meant to be shared by the allottees of the Project in common with the Promoter and/or visitors to /occupants of the Promoter's Club (more fully and particularly described in Part "II" of Schedule "D" and depicted in the drawings/plans of the various parts of Tower 'C'/Utalika Luxury Phase- 5, annexed hereto and collectively marked as **Annexure "V"** and coloured thereon in RED colour and hereinafter collectively referred to and identified as the "**Project & Promoter's Club Shared Common Areas**";(ii) certain designated areas to be utilised for integration of the infrastructural facilities, utilities, amenities, installations, between the Tower 'C'/ Utalika Luxury Phase- 5 and the Future Development Zone, the access and use of which are meant to be shared by the allottees of the Project in common with the Promoter and/or visitors to /occupants of the Promoter's Club and the allottees of one or more phases of the Future Development Zone (more fully and particularly described in Part "III" of Schedule "D" and depicted in the drawings/plans of the various parts of the Project and the Future Development Zone, annexed hereto and collectively marked as **Annexure "VI"** and coloured thereon in RED colour and hereinafter collectively referred to and identified as the "**Tower 'C' & Future Development Zone Shared Common Areas**"; and (iii) certain designated areas to be utilised for integration of the infrastructural facilities, utilities, amenities, installations, between the 5 (five) separate phases of the Luxury Zone, the access and use of which are meant to be shared by the allottees of the Project in common with the Promoter and/or visitors to /occupants of the Promoter's Club and all other allottees/purchasers/lawful occupants of the remaining 4 (four) Towers in the Luxury Zone on the Complex Land, (more fully and particularly described in Part "IV" of Schedule "D" and depicted in the 5 (five) drawings/plans of the various parts of the Complex, being VI/1, VI/2, VI/3, VI/4, VI/5 annexed hereto and collectively marked as **Annexure "VII"** and coloured thereon in RED colour and hereinafter referred to and identified collectively as the "**Complex Shared Common Areas**").
- L. Accordingly, the allottees of the Project shall be entitled to the perpetual, irrevocable, non-exclusive right to use and enjoy: (i) the Project & Promoters Club Shared Common Areas in common with the Promoter and/or visitors to /occupants of the Promoter's Club; (ii) the Tower 'C' & Future Development Zone Shared Common Areas in common with the Promoter and/or visitors to /occupants of the Promoter's Club and the allottees/ owners/ lawful occupants of one or more phases of the Future Development Zone; and (iii) the Complex Shared Common Areas in common with the allottees/ owners/ lawful occupants of all the remaining four (4) Towers/Phases comprised in the Complex. For the sake of clarity, the Project Common Areas, Project & Promoter's Club Shared Common Areas, the Tower 'C' & Future Development Zone Shared Common Areas and the Complex Shared Common Areas have been collectively referred to as the "**Common Areas**" wherever the context so requires in this Agreement.
- M. In pursuance of the Development Agreements, the Owner through the Promoter got sanctioned a single integrated building plan, proposing development and construction of a building complex comprising of residential buildings and allied facilities on the area of Larger Land, bearing Building Permit No. 2014120101 dated 13 June 2014, which plan was re-validated and extended on 25 June 2019 ("**Master Plan**", which expression shall include all subsequent revisions, amendments, extensions thereof) by the Kolkata Municipal Corporation ("**KMC**"). The Master Plan was revised vide Building Permit No. 2023120166 dated 28 June

2023 and subsequently regularised under Rule 26 of Kolkata Municipal Building Rules, 2009 approved by D.G.(Bldg) on 15 December 2023. It is therefore, clarified that the final layout plans, building plans, specifications and approvals in respect of the Project are not a separate building plan but part of the Master Plan sanctioned by the KMC ("Project Plan").

- N. The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("Act") at Kolkata on [•] under Registration No. [•] by the West Bengal Real Estate Regulatory Authority ("WBRERA").
- O. The Allottee has applied for an apartment in the Project vide **Application No. [•] dated [•]** and has been allotted **ALL THAT** Apartment No. [•], having carpet area of [•] Sq. mts. ([•] Sq. ft), Along With an exclusive Balcony Area of [•] Sq. mts. ([•] Sq.ft.) [and an exclusive Open Terrace Area of] [•] Sq. mts. ([•] Sq.ft.) appurtenant to the carpet area of the Apartment (corresponding to a built up area of [•] sq. mts. ([•] sq. ft. and corresponding to super built-up area of [•] Sq. mts. ([•] Sq.ft.)), located on the [•] Floor in Tower C named "[•]" within the **Luxury Zone of UTALIKA-THE CONDOVILLE** (hereinafter collectively referred to and identified as the "**APARTMENT**" which is more fully described in **Schedule-"B"** hereto) **Together With** [•] no. covered car parking space(s) (measuring [•] Sq. mts. (135 Sq.ft.) ("**Parking Space(s)**") **Together With** the undivided proportionate share in the Project Common Areas **Together With** the perpetual irrevocable right to use the Project & Promoter's Club Shared Common Areas in common with the remaining allottees/purchasers/lawful occupants of the Project and the Promoter and/or visitors to /occupants of the Promoter's Club **Together With** the perpetual irrevocable right to use the Tower 'C' & Future Development Zone Shared Common Areas in common with the remaining allottees/purchasers/lawful occupants of the Project, Promoter and/or visitors to /occupants of the Promoter's Club and the allottees/purchasers/lawful occupants of one or more phases of the Future Development Zone **Together With** the perpetual irrevocable right to use Complex Shared Common Areas in common with the remaining allottees/purchasers/lawful occupants of Project, Promoter and/or visitors to /occupants of the Promoter's Club and all other allottees/purchasers/lawful occupants of the remaining 4 (four) Towers in the Luxury Zone on the Complex Land. The Apartment and the exclusive [open terrace and/or exclusive balcony] appurtenant to the carpet area of the Apartment is/are delineated in RED border on map/plan of the [•] floor of the Project annexed hereto and marked as **Annexure-"III"**.
- P. By a provisional allotment letter dated [•] ("**Allotment Letter**") the Promoter had allotted the Apartment together with the Parking Space(s) and the Purchaser agreed to accept such allotment for Total Price (as defined under clause 1.2 below) subject to the terms and conditions mentioned therein.
- Q. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- R. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- S. The Parties, relying on the confirmations, representations, and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- T. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owner and the Promoter hereby agree to sell, in the

manner mentioned below, and the Allottee hereby agrees to purchase the Apartment as specified in Paragraph O. This Agreement for Sale is being executed without possession.

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

1 **TERMS:**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in Paragraph O.

1.2 The total price for the Apartment based on the carpet area is Rs. [•] (Rupees [•] only ("Total Price"), the break-up and description of which is as provided herein below:

Apartment no. [•]	
Type [•]	
Floor [•]	
Break-up of Total Price:	
Cost Head	Price (in Rupees)
Cost of Apartment	[•]
Cost of Car Parking Spaces	[•]
Preferential location charges	[•]
Taxes	[•]
Tower Maintenance Charges for 1(one) year (as per clause 34.4.12)	[•]
Project & Promoter's Club Shared Common Area Maintenance Charges for 1(one) year (as per clause 34.4.13)	[•]
Tower 'C' & Future Development Zone Shared Common Area Maintenance Charges for 1(one) year (as per clause 34.4.14)	[•]
Complex Shared Common Area Maintenance Charges for 1(one) year (as per clause 34.4.15)	[•]

Maintenance Security Deposit (as per clause 34.4.16)	[•]
Maintenance Corpus/Sinking Fund (as per clause 34.4.17)	[•]
Reticulated Gas Supply charges [as per clause 34.4.18 (viii)]	[•]
Documentation Charges [as per clause 34.4.18 (v)]	[•]
DG Charges [as per clause 34.4.18 (iv)]	[•]
Club Membership Charges	[•]
Total Price (in rupees)	[•]

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment;
 - (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Apartment;
 - (iii) Provided that, in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change/modification;
 - (iv) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
 - (v) The Total Price of the Apartment includes: 1) pro rata share in the Common Areas; and 2) covered car parking(s) as provided in the Agreement.
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule-'C'** (hereinafter referred to as the "**PAYMENT PLAN**").

- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at the rate of 6 (six) % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the Project Plan and the nature of fixtures, fittings and amenities described hereinunder in **Schedule - 'E'** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7 The Promoter shall confirm the final Carpet Area that has been allotted to the Allottee after the construction of the Project is complete and the completion certificate or partial completion certificate, as the case may be, is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the Carpet Area then the Promoter shall refund the excess money paid by the Allottee within 45 (forty-five) days with annual interest at the rate prescribed in the West Bengal Real Estate (Regulation and Development) Rules, 2021 (the "Rules"), from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to the Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule-C**. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 hereto.
- 1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges that the Allottee shall have the right to the Apartment as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment;
 - (ii) The Allottee shall also have undivided proportionate share in the Project Common Areas. Since the share / interest of Allottee in the Project Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Project Common Areas along with other allottees/purchasers/lawful occupants etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Project Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable under this Agreement. It is clarified that the Promoter shall convey undivided proportionate title in the Project Common Areas to the association of allottees of the Project as provided in the Act;
 - (iii) 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, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with PoP, marbles/tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges as per Clause 11, Clause 34.4 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project/Complex;

- 1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with [•] No(s) of Parking Space(s) allotted shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is a part of an independent, self-contained project comprised in Tower 'C'/ **Utalika Luxury Phase 5** to be constructed on the Project Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other Tower/Phase in its vicinity or otherwise *save and except* for the purpose of integration of infrastructure for the benefit of the allottees/purchasers of the Project and those of the other Towers/Phases comprised in the Complex/Luxury Zone and the Future Development Zone. It is clarified that the Project Common Areas shall be available only for exclusive use and enjoyment of the allottees of the Project. It is understood by the Allottee that all other areas and facilities falling outside the Project, shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.
- 1.10 The Promoter agrees to pay all outgoing before transferring the physical possession of the Apartment to the allottees, which it has collected from the allottees, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoing collected by it from all allottee or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the Apartment, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.11 The Allottee has paid a sum of INR [•] (Indian Rupees [•]) as booking amount being part payment towards the Total Price of the Apartment at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan mentioned in **Schedule-C** as may be demanded by the Promoter within the time and in the manner specified therein:

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

2 **MODE OF PAYMENT:**

Subject to the terms of this Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan described in **Schedule-C** through A/c Payee cheque/demand draft or online payment (as applicable) in favour of " **SEBRL Utalika Luxury Phase 5 Collection Account**" payable at Kolkata.

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

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms

of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Promoter and the Owner accept no responsibility in regard to matters specified in Clause 3.1 above. The Allottee shall keep the Promoter and the Owner fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter and the Owner shall not be responsible towards any third party making payment/remittances on behalf of the Allottee and such third party shall not have any right in the application/allotment of the Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4 **ADJUSTMENT/ APPROPRIATION OF PAYMENTS :**

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

5 **TIME IS ESSENCE:**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the Project Common Areas to the Tower Association (*defined below*) or the competent authority, as the case may be, after receiving the completion certificate or the partial completion certificate, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

6 **CONSTRUCTION OF THE PROJECT/APARTMENT:**

The Allottee has seen the Project Plan comprising the proposed layout plan, building plans, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the Project Plan and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such Project Plan approved by the competent authorities and shall also strictly abide by the bye laws, FAR and density norms and provisions prescribed by the Kolkata Municipal Corporation and shall not have an option to make any variation/alteration/modification in the plans of the Project, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7 POSSESSION OF THE APARTMENT:

- 7.1 **Schedule for possession of the Apartment:** The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Project Common Areas to the Tower Association (*defined below*) of allottees on its formation or to the competent authority, as the case may be, is the essence of the Agreement. The Promoter based on the approved plans and specification assures to hand over possession of the Apartment by June, 2028 , unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**FORCE MAJEURE**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment. Provided, that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it become impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from allotment within 45 (forty-five) days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its liabilities under this Agreement.
- 7.2 **Procedure for taking possession:** The Promoter, upon obtaining the completion certificate or partial completion certificate, as the case may be, from the competent authority shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement, to be taken within 3 (three) months from the date of such notice and Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agrees(s) to pay the maintenance charges as determined by the Promoter /concerned Association, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving occupancy certificate/partial occupancy certificate or completion certificate/partial completion certificate, as the case may be, of the Project.
- 7.3 **Failure of Allottee to take possession of Apartment:** Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable as specified in Clause 7.2.
- 7.4 **Possession by the Allottee:** After obtaining the completion certificate or partial completion certificate, as the case may be, and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Project Common Areas, to the Tower Association (*defined below*) of the allottees or to the competent authority, as the case may be, as per the applicable laws.
- 7.5 **Cancellation by Allottee:** The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act.

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for

the allotment. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation.

7.6 Compensation:

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

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

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment.

8 REPRESENTATIONS AND WARRANTIES OF THE OWNER & THE PROMOTER:

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

- (i) The Owner has absolute, clear and marketable title with respect to the Project Land; the Promoter has requisite rights to carry out development upon the Complex Land and absolute, actual physical and legal possession of the Complex Land for developing Tower 'C' / **Utalika Luxury Phase 5** comprising the Project;
- (ii) The Owner & the Promoter have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Complex Land or the Project Land;
- (iv) There are no litigations pending before any Court of law with respect to the Complex Land, Project or the Apartment save and except the following:
 - (A) T.S. No.441 of 2009 (West Bengal Government Employees (F&S) Co-operative Housing Society Limited & Ors. Vs. State of West Bengal & Ors.) pending before the Court of the Ld. 5th Civil Judge (Senior Division) at Alipore, South 24-Parganas and C.O. No.741 of 2011 (West Bengal Housing Board Vs. West Bengal Government Employees (F&S) Co-operative Housing Society Limited & Ors.) pending before the Hon'ble High Court at Calcutta arising out of T.S. No.441 of 2009;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Complex and the Apartment are valid and subsisting and have been

obtained by following due process of law. Further, the Owner & the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, the Complex and the Apartment and Common Areas;

- (vi) The Promoter and the Owner have the right to enter into this Agreement and have 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;
- (vii) Other than the Development Agreements referred to hereinabove, the Owner and the Promoter have 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 Complex Land, including the Project and the Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Owner & the Promoter confirm that the Owner & the Promoter are not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Conveyance Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee ;
- (x) The Complex Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Complex Land;
- (xi) The Owner & the Promoter have duly paid and shall continue to pay and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authority.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Complex Land or Project Land) has been received by or served upon the Owner & the Promoter in respect of the Complex Land and/or the Project.
- (xiii) That the Project Land is not Waqf property.

9 EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) The Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Clause 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Clause, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating this Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any heads whatsoever towards the purchase of the Apartment, along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment.

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

- (i) In case the Allottee fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount as the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and applicable statutory taxes, if any, this Agreement shall thereupon stand terminated.

10 CONVEYANCE OF THE APARTMENT:

The Promoter, on receipt of the full amount of Total Price of the Apartment under this agreement from the Allottee, the Owner and the Promoter shall execute a conveyance deed and convey the title of the Apartment together with the proportionate indivisible interest in the Project Common Areas within 3 (three) months from the issuance of the occupancy certificate/completion certificate or partial occupancy/ partial completion certificate, as the case may be. However, in case the Allottee fails to deposit the stamp duty and registration charges all other incidental and legal expenses etc. so demanded within a period within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the Conveyance Deed in his/her favour till full and final settlement of all dues and stamp duties 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 THE APARTMENT/TOWER/PROJECT/COMMON AREAS:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Apartment.

12 DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

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

14 RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

15 USAGE:

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

16 GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

16.1 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Project, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium, compound, the Project Common

Areas, the Project & Promoter's Club Shared Common Areas, the Tower 'C' & Future Development Zone Shared Common Areas or the Complex Shared Common Areas, which may be in violation of any laws or rules of any authority or change or alter or make addition to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Project is not in any way damaged or jeopardized.

- 16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign board / name plate, neon light, publicity material or advertisement material etc. on the face/ façade of the Project or anywhere on the exterior of the Project, the Project Common Areas the Project & Promoter's Club Shared Common Areas, the Tower 'C' & Future Development Zone Shared Common Areas or the Complex Shared Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Project. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- 16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Tower Association and/or any maintenance agency appointed by the Promoter/Tower Association. 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 the Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this Project in particular. The Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the Apartment, all the requirements, requisitions, demands and repairs which are required by the Tower Association (*defined below*) or any competent Authority in respect of the Apartment at his/ her own cost.

18 ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the Project Plan has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

19 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the Apartment and, if any, such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

20 APARTMENT OWNERSHIP ACT:

The Promoter has assured the allottees that the Project in its entirety is in accordance with the applicable local laws in the State of West Bengal. The Promoter has constructed Tower 'C' /

Utalika Luxury Phase 5 comprising the Project showing compliance of various laws/regulations as applicable in the state of West Bengal.

21 BINDING EFFECT:

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

22 ENTIRE AGREEMENT:

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

23 RIGHT TO AMEND:

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/s, in case of a transfer, the said obligations go along with the Apartment for all intents and purposes.

25 WAIVER NOT A LIMITATION TO ENFORCE:

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

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

26 SEVERABILITY:

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

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

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

28 FURTHER ASSURANCES:

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

29 PLACE OF EXECUTION:

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

30 NOTICES:

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

(A) [•]

(B) **S. E. BUILDERS & REALTORS LTD.**

Block-4B, Ground Floor, Ecospace Business Park,
Premises No. IIF/11, Action Area-II, New Town, Rajarhat, Kolkata-700160, West Bengal, India.
E-mail: customercare@ambujaneotia.com

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

31 **JOINT ALLOTTEES:**

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

32 **GOVERNING LAW:**

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

33 **DISPUTE RESOLUTION:**

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

34 **ADDITIONAL TERMS**

The additional terms and conditions as per the contractual understanding between the Parties are recorded hereunder. However, it is expressly clarified that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.

34.1 It is hereby expressly and unequivocally agreed that **SAVE AND EXCEPT** (a) the covered car parking spaces, common areas, amenities, utilities and installations located within the Connected Floors and comprised in the Project; (b) the Promoter's Club; (c) the Project & Promoter's Club Shared Common Areas; and (d) the Tower 'C' & Future Development Zone Shared Common Areas in the manner described under the Paragraphs 'G', 'H', 'I', 'J' and 'K' of the recitals to this Agreement, the following clearly demarcated areas within the Connected Floors and Tower 'C', shall be retained by the Promoter for allotment to the allottees of one or more phases/blocks of the Future Development Zone (as depicted in the drawing(s)/plan(s) of the basement, ground, third and fourth floors of the Connected Floors', annexed hereto and collectively marked as **Annexure "XII"** and coloured thereon in **RED** colour):

- (a) certain designated areas, amenities, utilities and installations on a clearly demarcated portion of Basement within the Connected Floors (as depicted in the drawing(s)/plan(s) of the basement of the Connected Floors annexed hereto and marked as **Annexure "XII/1"** and coloured thereon in **RED** colour);
- (b) all saleable retail units along with certain designated areas, amenities, utilities and installations on a clearly demarcated portion of the ground floor (P1) within the Connected Floors (as depicted in the drawing(s)/plan(s) of the ground floor (P1) of the Connected Floors annexed hereto and marked as **Annexure "XII/2"** and coloured thereon in **RED** colour);
- (c) the Office Parking Spaces along with certain designated areas, amenities, utilities and installations on a clearly demarcated portion of the 3rd (third) floor (P4) within the Connected Floors (as depicted in the drawing(s)/plan(s) of the 4th (fourth) floor (P5) of

the Connected Floors annexed hereto and marked as Annexure "XII/3" and coloured thereon in RED colour)

- (d) the MIG Parking Spaces along with certain designated areas, amenities, utilities and installations on a clearly demarcated portion of the 4th (fourth) floor (P5) within the Connected Floors (as depicted in the drawing(s)/plan(s) of the 4th (fourth) floor (P5) of the Connected Floors annexed hereto and marked as Annexure "XII/4" and coloured thereon in RED colour);

34.1.1 In respect of Paragraph 'K' of the recitals, it is further clarified that the Allottee shall have the perpetual irrevocable right to use Project & Promoter's Club Shared Common Areas in common with the remaining allottees/purchasers/lawful occupants of the Project and the Promoter and/or visitors to /occupants of the Promoter's Club.

34.1.2 In respect of Paragraph 'K' of the recitals, it is further clarified that the Allottee shall have the perpetual irrevocable right to use Tower 'C' & Future Development Zone Shared Common Areas in common with the remaining allottees/purchasers/lawful occupants of the Project, the Promoter and/or visitors to /occupants of the Promoter's Club and the allottees of one or more phases of the Future Development Zone.

34.1.3 In respect of Paragraph 'K' of the recitals, it is further clarified that the Allottee shall have the perpetual irrevocable right to use the Complex Shared Common Areas in common with the allottees/lawful owners/occupants of the Project, the Promoter and/or visitors to /occupants of the Promoter's Club and the allottees/lawful owners/occupants of all the remaining four (4) Towers/Phases comprised in the Complex along with the Promoter.

34.1.4 In respect of Paragraphs 'E' and 'K' of the recitals, it is hereby clarified that the occupants of the Future Development Zone and the visitors to /occupants of the Promoter's Club shall have a perpetual irrevocable right of way over clearly demarcated strip of land admeasuring 1128square meters on the northern side of Tower 'C' / **Utalika Luxury Phase 5** forming part of the Complex Land (as depicted in the drawing(s)/plan(s) of the Project Land annexed hereto and marked as Annexure "XIII" and coloured thereon in RED colour) for ingress to and egress from the Basement (B) of Tower 'C' / **Utalika Luxury Phase 5**.

34.1.5 In respect of Paragraph 'J' of the recitals, It is expressly agreed by and between the Parties that the Promoter's Club, the Office Parking Spaces and the MIG Parking Spaces, shall not be considered a part of the Project in any manner whatsoever.

34.2 The Promoter has provided limited number of covered car parking space(s) within the Project located on the 1st (first) floor (P2), 2nd (second) floor (P3) and a clearly demarcated portion of the 3rd (third) floor (P4) of the Connected Floors for the benefit of the allottees of the Project and such parking space(s) shall not be treated as a part of the Common Areas. The Promoter shall, at its sole discretion, be fully entitled to allot and transfer such covered car parking spaces to any person who is an allottee of the Project.

34.3 In respect of sub-clause (xi) of clause 8 of the Agreement, it is clarified that the Owner and the Promoter shall continue to pay and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authority till the completion certificate or partial completion certificate, as the case may be, has been issued

and possession of Apartment along with Project Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Tower Association (*defined below*) of allottees or the competent authority, as the case may be. To enable the Promoter to pay the dues mentioned above, the Allottee hereby undertakes to discharge his legal obligation to pay such dues to the Promoter under section 19(6) of the Act.

34.4 ADDITIONAL TERMS RELATING TO MAINTENANCE OF THE COMMON AREAS: In respect of Clause 11, the following additional terms shall apply –

34.4.1 The Total Price is inclusive of Tower Maintenance Charges, Project & Promoter's Club Shared Common Area Maintenance Charges, Tower 'C' & Future Development Zone Shared Common Area Maintenance Charges, Complex Shared Common Areas Maintenance Charges for a period of 1 (one) year from the deemed date of possession of the Apartment in terms of the Allotment Letter, as the case may be. These charges, although forming part of the Total Price of the Apartment, shall be collected by the Promoter solely for the purpose of upkeep, security, management and maintenance of the Project Common Areas/Project & Promoter's Club Shared Common Areas/Tower 'C' & Future Development Zone Shared Common Areas/Complex Shared Common Areas mentioned in **Schedule "D"** hereunder and fixtures, fittings and all other installations thereat intended for common use, and providing and maintaining the essential services, on reasonable charges, till the taking over of the maintenance of (i) the Project by the Tower Association (*defined below*); (ii) the Complex Shared Common Areas by the Luxury Zone Association (*defined below*), (iii) the Project & Promoter's Club Shared Common Areas jointly by the Tower Association (*defined below*) and the Promoter; and (iv) the Tower 'C' & Future Development Zone Shared Common Areas jointly by the Tower Association (*defined below*), the Future Development Zone Association (*defined below*) and the Promoter.

34.4.2 The Promoter shall transfer and handover the management and maintenance of the Project Common Areas to the Tower Association (*defined below*) after obtaining the completion certificate or partial completion certificate in respect of the Project, as the case may be, from the competent authority as provided in the Act and the Complex Shared Common Areas to the Luxury Zone Association (*defined below*), after completion of development in entirety of all the Towers of the Luxury Zone and the formation of such Tower Association (*defined below*) and Luxury Zone Association (*defined below*) in accordance with the provisions of the Act and/or any other applicable local law.

34.4.3 The Promoter shall transfer (i) the undivided proportionate share in the Project & Promoter's Club Shared Common Areas jointly to the Tower Association (*defined below*) and the Promoter; and (ii) the undivided proportionate share in the Tower 'C' & Future Development Zone Shared Common Areas jointly to the Tower Association (*defined below*), the Future Development Zone Association (*defined below*) and the Promoter, after completion of development in entirety of Tower 'C'/Utalika Luxury Phase-5 (comprising of the Project and the Promoter's Club) as well as the Future Development Zone and formation of such Tower Association (*defined below*) and Future Development Zone Association (*defined below*) in accordance with the provisions of the Act and/or any other applicable local law.

34.4.4 The Promoter shall be responsible to provide and maintain essential services of the Project and Complex/Luxury Zone till the taking over of the maintenance of the Project

by the Tower Association (*defined below*) and the Complex/Luxury Zone by the Luxury Zone Association (*defined below*).

- 34.4.5 The Tower Association (*defined below*), the Luxury Zone Association (*defined below*) and the Future Development Zone Association (*defined below*) are collectively referred to as the "Associations" in this Agreement.
- 34.4.6 The computation/calculation of maintenance charge(s) as mentioned in the Total Price is based on the Consumer Price Index (CPI) published by Central Statistics Office (CSO) (Ministry of Statistics and Programme Implementation) as on January, 2023 assuming that the Association(s) shall be formed and maintenance and management of the Common Areas and common facilities will be taken over by the allottees within a period of 2 (two years) from the date of the completion certificate or partial completion certificate, as the case may be of the Project or the Future Development Zone, whichever is later.
- 34.4.7 **Tower Association:** Upon formation of an association of the purchasers/allottees of the Project in accordance with the provisions of the Act and/or any other applicable local law ("**Tower Association**"), the Promoter shall transfer the Project Common Areas to the Tower Association along with the responsibility to manage and maintain such Project Common Areas. It is hereby agreed that all costs and expenses towards maintenance of the Project & Promoter's Club Shared Common Areas shall be borne and paid by the Tower Association and the Promoter respectively in the ratio 91:9, which is the ratio of the built-up areas of the Project and the Promoter's Club with respect to the total built-up area of Tower 'C' / **Utalika Luxury Phase 5**.
- 34.4.8 **Future Development Zone Association:** All the allottees of the proposed Future Development Zone shall form one association upon its completion in accordance with the provisions of the Act and/or any other applicable local law ("**Future Development Zone Association**"). Upon formation of both the Tower Association and the Future Development Zone Association, the Tower 'C' & Future Development Zone Shared Common Areas shall be transferred jointly to the Tower Association, the Future Development Zone Association and the Promoter in the manner stipulated in Clause 34.4.3 above.

All costs and expenses towards maintenance of the Tower 'C' & Future Development Zone Shared Common Areas shall be borne and paid by the Tower Association and the Future Development Zone Association and the Promoter respectively in the ratio 61:33:6 which is the ratio of the built-up area of the Project, the built-up area of the Promoter's Club and the built-up area of the Future Development Zone with respect to the aggregate built-up area the Tower 'C'/Utalika Luxury Phase-5 and the Future Development Zone.

- 34.4.9 **Luxury Zone Association:** The associations of allottees of each of the five (5) phases of the Luxury Zone/Complex shall form a confederation of such associations in accordance with the provisions of the Act and/or any other applicable local law ("**Luxury Zone Association**"). Upon formation of the Luxury Zone Association, the Promoter shall transfer the Complex Shared Common Areas to the Luxury Zone Association along with the responsibility to manage and maintain the same. It is clarified that the Luxury Zone Association shall be formed, and the Complex Shared Common Areas shall be transferred to the Luxury Zone Association only after a date falling after the completion of all the five (5) Towers of the Luxury Zone/Complex.

Provided that if such Luxury Zone Association cannot be formed due to reasons not attributable to the Promoter, the Complex Shared Common Areas shall then, at the discretion of the Promoter, be transferred to each of the associations of the five (5) Towers jointly along with the responsibility to manage and maintain such Complex Shared Common Areas and thereafter the said associations shall jointly takeover the management and maintenance of the Complex Shared Common Areas

All costs and expenses towards maintenance of the Complex Shared Common Areas shall be borne and paid by each of the five (5) associations of the five (5) Towers in such proportion as of the aggregate carpet area of such Tower bears to the aggregate carpet area of all the Towers together.

- 34.4.10 The Promoter shall at an appropriate time within a maximum period of 2 years from the date of completion certificate or partial completion certificate, as the case may be, of the last of the Towers comprised in the Luxury Zone/Complex notify the scheme of formation of the Tower Association and the Luxury Zone Association in accordance with the provisions of the Act and/or any other applicable local law so as to enable them to constitute/ form such Associations.
- 34.4.11 The Allottee shall execute the necessary Declaration(s) in Form-A under the West Bengal Apartment Ownership Act, 1972, to enable the formation of the Tower Association and the Luxury Zone Association either by himself, or through a Power of Attorney holder, when called upon to do so by the Promoter.
- 34.4.12 **Tower Maintenance Charges:** The Allottee shall pay in advance to the Promoter (including any agency nominated by it) or Tower Association, as the case may be, such charges at such rate as may be decided by the Promoter/Tower Association from time to time by the 7th (seventh) of each month in advance without any abatement ("**Tower Maintenance Charges**") for the maintenance of the Project Common Areas. The Tower Maintenance Charges shall remain liable to increase from time to time by the Promoter/Tower Association. So long as the maintenance of the Project Common Areas are not handed over to the Tower Association, the maintenance activities will be operated by the Promoter or its nominated agency on a "cost plus" basis to ensure a reasonable return for the effort to be made in respect of the maintenance. The Tower Maintenance Charges for a period of 1 (one) year from the deemed date of possession of the Apartment in terms of the Allotment Letter is included in the Total Price of the Apartment. After the expiry of the said 1 (one) year period, the Allottee shall be liable to pay the monthly Tower Maintenance Charges to the Promoter or it's nominated agency (ies) or to the Tower Association, as the case may be by the seventh day of each month in advance without any demur and delay. For the purposes of this clause, it is hereby clarified that the Tower Maintenance Charges shall constitute 40% of the aggregate maintenance charges to be collected from the allottees on account of Tower Maintenance Charges, Project & Promoter's Club Shared Common Area Maintenance Charges, Tower 'C' & Future Development Zone Shared Common Area Maintenance Charges and Complex Shared Common Area Maintenance Charges.
- 34.4.13 **Project & Promoter's Club Shared Common Area Maintenance Charges:** : The Allottee shall pay in advance to the Promoter (including any agency nominated by it) or to the Tower Association, as the case may be, such charges at such rate as may be decided by the Promoter/ Tower Association from time to time by the 7th (seventh) of each month in advance without any abatement ("**Project & Promoter's Club Shared Common Area Maintenance Charges**") for the maintenance of the Project &



Promoter's Club Shared Common Areas. The Project & Promoter's Club Shared Common Area Maintenance Charges shall remain liable to increase from time to time by the Promoter/ Tower Association. So long as the Tower Association is not formed the maintenance activities of the Project & Promoter's Club Shared Common Areas will be operated solely by the Promoter or its nominated agency on a "cost plus" basis to ensure a reasonable return for the effort to be made in respect of the maintenance. The Project & Promoter's Club Shared Common Area Maintenance Charges for a period of 1 (one) year from the deemed date of possession of the Apartment in terms of the Allotment Letter is included in the Total Price of the Apartment. After the expiry of the said 1 (one) year period, the Allottee shall be liable to pay the monthly Project & Promoter's Club Shared Common Area Maintenance Charges to the Promoter or it's nominated agency (ies) or to the Tower Association, as the case may be, by the seventh day of each month in advance without any demur and delay. Till the handover of the maintenance of the Project & Promoter's Club Shared Common Areas jointly to the Tower Association and the Promoter, the Promoter shall be liable to collect the proportionate Project & Promoter's Club Shared Common Area Maintenance Charges. For the purposes of this clause, the expression '*proportionate Project & Promoter's Club Shared Common Areas Maintenance Charges*' shall mean 5% of the aggregate maintenance charges to be collected from the allottees on account of Tower Maintenance Charges, Project & Promoter's Club Shared Common Area Maintenance Charges, Tower 'C' & Future Development Zone Shared Common Area Maintenance Charges and Complex Shared Common Area Maintenance Charges.

34.4.14 Tower 'C' & Future Development Zone Shared Common Area Maintenance Charges:

The Allottee shall pay in advance to the Promoter (including any agency nominated by it) or to the Tower Association, as the case may be, such charges at such rate as may be decided by the Promoter/ Tower Association from time to time by the 7th (seventh) of each month in advance without any abatement ("**Tower 'C' & Future Development Zone Shared Common Area Maintenance Charges**") for the maintenance of the Tower 'C' & Future Development Zone Shared Common Areas. The Tower 'C' & Future Development Zone Shared Common Area Maintenance Charges shall remain liable to increase from time to time by the Promoter/ Tower Association. So long as the maintenance of the Tower 'C' & Future Development Zone Shared Common Areas are not handed over to the Tower Association, the Future Development Zone Association and the Promoter, the maintenance activities will be operated by the Promoter or its nominated agency on a "cost plus" basis to ensure a reasonable return for the effort to be made in respect of the maintenance. The Tower 'C' & Future Development Zone Shared Common Area Maintenance Charges for a period of 1 (one) year from the deemed date of possession of the Apartment in terms of the Allotment Letter is included in the Total Price of the Apartment. After the expiry of the said 1 (one) year period, the Allottee shall be liable to pay the monthly Tower 'C' & Future Development Zone Shared Common Area Maintenance Charges to the Promoter or it's nominated agency (ies) or to the Tower Association, as the case may be, by the seventh day of each month in advance without any demur and delay. Till the handover of the maintenance of the Tower 'C' & Future Development Zone Shared Common Areas jointly to the Tower Association, the Future Development Zone Association and the Promoter, the Promoter shall be liable to collect the proportionate Tower 'C' & Future Development Zone Shared Common Area Maintenance Charges from the allottees of the Project. For the purposes of this clause, the expression '*proportionate Tower 'C' & Future Development Zone Shared Common Area Maintenance Charges*' shall mean 5 % of the aggregate maintenance charges to be collected from the allottees on account

of Tower Maintenance Charges, Project & Promoter's Club Shared Common Area Maintenance Charges, Tower 'C' & Future Development Zone Shared Common Area Maintenance Charges and Complex Shared Common Area Maintenance Charges.

- 34.4.15 **Complex Shared Common Area Maintenance Charges** : The Allottee shall pay in advance to the Promoter (including any agency nominated by it) or Luxury Zone Association, as the case may be, such charges at such rate as may be decided by the Promoter/Luxury Zone Association from time to time by the 7th (seventh) of each month in advance without any abatement ("Complex Shared Common Area Maintenance Charges") for the maintenance of the Complex Shared Common Areas. The Complex Shared Common Area Maintenance Charges shall remain liable to increase from time to time by the Promoter/Luxury Zone Association. So long as the maintenance of the Complex Shared Common Areas are not handed over to the Luxury Zone Association, the maintenance activities will be operated by the Promoter or its nominated agency on a "cost plus" basis to ensure a reasonable return for the effort to be made in respect of the maintenance. The Complex Shared Common Area Maintenance Charges for a period of 1 (one) year from the deemed date of possession of the Apartment in terms of the Allotment Letter is included in the Total Price of the Apartment. After the expiry of the said 1 (one) year period, the Allottee shall be liable to pay the monthly Complex Shared Common Area Maintenance Charges to the Promoter or it's nominated agency (ies) or to the Luxury Zone Association, as the case may be, by the seventh day of each month in advance without any demur and delay. The Tower Association shall be liable to collect the proportionate Complex Shared Common Area Maintenance Charges from the allottees of the Project and handover/pass on the same to the Promoter or it's nominated agency or to the Luxury Zone Association, as the case may be. For the purposes of this clause, the expression '*proportionate* Complex Shared Common Area Maintenance Charges' shall mean 50% of the aggregate maintenance charges to be collected from the allottees on account of Tower Maintenance Charges, Project & Promoter's Club Shared Common Area Maintenance Charges, Tower 'C' & Future Development Zone Shared Common Area Maintenance Charges and Complex Shared Common Area Maintenance Charges.
- 34.4.16 **Maintenance Security Deposit**: On or before taking over the possession of the Apartment, the Allottee shall pay to the Promoter an interest-free security deposit amount towards the Tower Maintenance Charges, the Project & Promoter's Club Shared Common Area Maintenance Charges, the Tower 'C' & Future Development Zone Shared Common Area Maintenance Charges and Complex Shared Common Area Maintenance Charges, calculated on the basis of aggregate maintenance charges payable by the Allottee on account of Tower Maintenance Charges, Project & Promoter's Club Shared Maintenance Charges, Tower 'C' & Future Development Zone Maintenance Charges and Complex Shared Common Area Maintenance Charges for a period of 2 (two) years, which has been included in the Total Price of the Apartment herein ("**Maintenance Security Deposit**"). All tax liabilities on account of Maintenance Security Deposit shall be borne by the Allottee. At the time of taking over of management and maintenance of the respective Common Areas by the respective Associations in terms of this Agreement, the same shall be handed over by the Promoter to the concerned Associations in a fair and equitable manner. **PROVIDED HOWEVER**, prior to handing over the Maintenance Security Deposit to the respective Associations, the Promoter shall be fully entitled and the Allottee hereby authorises the Promoter to deduct any/all amount of expenditure made by it towards the management, maintenance, upkeep and security of the Common Areas out of

deposits as well as the non-receipt of any Tower Maintenance Charges and/or the Project & Promoter's Club Shared Common Area Maintenance Charges, the Tower 'C' & Future Development Zone Shared Common Area Maintenance Charges and/or Complex Shared Common Area Maintenance Charges from the Allottee and the Promoter shall be liable to give due account of such deductions to the respective Associations.

34.4.17 Maintenance Corpus/Sinking Fund: On or before taking over the possession of the Apartment, the Allottee shall pay to the Promoter an amount for creation of maintenance corpus/ sinking fund for, among others, major repairs, renovation and/or reconstruction of the Common Areas ("**Maintenance Corpus/ Sinking Fund**") which has been included in the Total Price of the Apartment herein. All tax liabilities on account of Maintenance corpus/Sinking Fund shall be borne by the Allottee. The Maintenance Corpus/Sinking Fund shall be held, invested and applied by the Promoter as a trustee of the purchasers/allottees of the Luxury Zone/Complex without requiring the express consent or approval. This Maintenance Corpus/Sinking Fund together with accruals thereon (net of Income Tax) will be handed over in a fair and equitable manner to the concerned Associations at the time of taking over maintenance and management of the respective Common Areas by the respective Associations in terms of this Agreement, subject to adjustment/recovery of any expenses incurred by the Promoter on account of major repairs, renovation and/or reconstruction of any of the Common Areas.

34.4.18 Common Rules: Till such time the Promoter has to regulate the use, maintenance and management of the respective Common Areas, the rules / bye-laws for such use, maintenance, management and operation shall be framed by the Promoter and thereafter, on formation of the respective Associations, such Associations with such restrictions as may be necessary for proper maintenance and such rules/bye-laws shall always be framed subject to the following restrictions

- (i) **Air Conditioning:** The Apartment shall be designed for Variable Refrigerant Flow (VRF) system of air conditioning; with suitable provision for keeping outdoor units of the AC system and also the route to take refrigerant piping, which the Allottee shall have to strictly follow while installing their AC units. No puncturing of window/ wall to install A.C units will be permitted.
- (ii) **Balconies/Terrace:** The balconies in the Apartment shall always remain to be balcony and the Allottee shall not glaze/grill/cover the same so as to enclose the space or to disturb the aesthetics of the Tower/Luxury Zone. The Allottee shall not interfere with the elevation/ I of the Tower. The Allottee shall maintain the design intent of the architects.
- (iii) **Electricity Supply:** In case CESC/any other electricity supply agency decides not to provide individual meters to the allottees and make provision for a High Tension supply or Bulk supply, the Promoter shall provide sub-meters to the allottees upon payment by them of the proportionate security deposit payable to CESC/ any other electricity supply agency for such connection ("**CESC Security Deposit**"). The exact amount payable will be intimated to the allottees at appropriate time before possession. This CESC Security Deposit would be subject to revision and replenishment as may be so decided by CESC/ any other electricity supply agency from time to time and the allottees shall, at all times, be liable to proportionately pay such revision/

replenishment to CESC/ any other electricity supply agency, as per the norms of CESC/ any other electricity supply agency. In such a case the Allottee may be required to enter into a separate agreement with the Promoter for supply of electricity through sub meters.

- (iv) **Diesel Generator Power Backup:** Provision has been made for the installation of Diesel Generator ("DG") for power backup to run the basic facilities at the Luxury Zone. In addition to that, DG back up facility is also being made available for every apartment. The allocated DG load and charges which will be payable by the Allottee on or before possession of their Apartment is included in the Total Price. In case the Allottee requires additional DG power load in their Apartment, they should indicate their requirement in the Application Form. The extra DG power load shall be allotted upon availability and in multiples of KW at the rate of Rs.35,000/- for 1 KW and Rs.60,000/- for 2 KW] per KW. The Allottees will be required to pay DG usage charges based on a suitable mechanism as shall be devised by the Promoter /the Tower Association, as the case may be.
- (v) **Documentation Charges:** The Allottee will be required to pay to the Promoter, the charges for documentation equivalent to 0.25% of the price of the Apartment and the price of the Parking space(s). The Documentation Charges will be part of the Total Price as mentioned in the clause 1.2 hereto.
- (vi) **Insurance:** In accordance with Section 16 of the Act, the Promoter shall obtain all such insurances in respect of the Project as may be notified by the Government of West Bengal, subject to availability, and shall pay the premium and charges in respect of such insurances till the Project Common Areas are handed over to the Tower Association. The Allottee hereby agrees to contribute (proportionately on the basis of the carpet area of his Apartment) towards the premium and charges payable for a period of 2 years from the date of receipt of Completion Certificate/Partial Completion Certificate, as the case may be, of the Project for such insurance and the proportionate cost/contribution will be paid by the Allottee as and when demanded by the Promoter.
- (vii) **Telecom Connectivity:** The Promoter shall, provide connectivity of various telecom/ high speed broadband/ other similar telecom and IT facilities to the Luxury Zone and/or may enter into agreement /contract (on such terms and conditions and for such period as the Promoter shall decide) with various service providers of its choice for providing these services and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or covered or both) earmarked/ demarcated by the Promoter within the Luxury Zone/Complex and which would be declared to be common facilities by the Promoter for the Luxury Zone/Complex. These contracts/ agreements, if any, entered into by the Promoter shall be continued for the period of validity of these contracts/ agreements by the Luxury Zone Association, who will take over the maintenance and management of Complex Shared Common Areas and thereafter, it may be renewed on terms and conditions as may be decided by the Luxury Zone Association.
- (viii) **Reticulated Gas Supply:** Provision shall be made for reticulated gas supply in the Luxury Zone. The facility may be used by the Allottee on "pay by use"

basis. The Allottee shall pay an amount for making this provision for reticulated gas connection and the same is included in the Total Price. The facility may be outsourced by the Promoter to some external agency/vendor. The initial agreement and/or terms and conditions for running the reticulated gas supply facility shall be entered into between the Promoter and the agency/vendor. On handover of this facility to the Luxury Zone Association, the terms and conditions of running the facility will be in the manner as may be decided by the Luxury Zone Association and the agency/vendor. In case, however, the Luxury Zone Association takes over the maintenance of the Complex Shared Common Areas before expiry of the initial agreement, it shall honour the initial terms and conditions till the expiry of the agreement.

- (ix) **Consequences of non-payment:** Till such time the respective Associations have taken over maintenance and management of the Common Areas, failure to pay the monthly Maintenance Charges (for the respective Common Areas), electricity charges, diesel generator set usage charges and monthly subscription of the Luxury Complex Club (*defined below*) within due dates may result in withdrawal or restrictions or disconnections or discontinuation of the respective services to the Allottee and will make the Allottee liable to pay interest at the rate of 2 (two) % per month on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment.
- (x) **Unrestricted access:** The Promoter (or its nominated agency) or the Tower Association or the Luxury Zone Association shall have rights of unrestricted access to all Project Common Areas, Project & Promoter's Club Shared Common Areas and Complex Shared Common Areas for providing necessary maintenance services and the Allottee agrees to permit either of them 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. Similarly, the Promoter (or its nominated agency) or the Tower Association or the Luxury Zone Association or the Future Development Zone Association shall have rights of unrestricted access to all Tower 'C' & Future Development Zone Shared Common Area /, for providing necessary maintenance services and the Allottee agrees to permit either of them 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.

34.5 In relation to Clause 2 of the Agreement, it is hereby clarified that the Allottee shall make all payments towards the various charges, deposits, sinking fund and taxes (including GST or cess levied thereon) comprised in the Total Price save and except the cost of the Apartment and the Parking Space(s) through A/c Payee cheque/demand draft or online payment (as applicable) in favour of "SEBRL Utalika Luxury Phase 5 Other Charges Collection Account" payable at Kolkata.

34.6 In relation to clause 12 of the Agreement, it is hereby expressly and unequivocally agreed between the Parties as follows:

34.6.1 The Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee (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 Promoter.

- 34.6.2 Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, (which inspection Promoter shall be required to complete within 15 (fifteen) days of receipt of the notice from the Allottee/Purchaser) alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause 12 hereinabove and the Allottee shall not be entitled to any cost or compensation in respect thereof.
- 34.6.3 It is further clarified that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the 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 Promoter.
- 34.6.4 The Allottee further specifically agrees and understands that the responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from:
- (a) misuse or negligent use;
 - (b) unauthorized modifications or repairs done by the Allottee (s) or its nominee(s)/agent(s);
 - (c) cases of force majeure;
 - (d) failure to maintain the amenities/equipment's and accidents.
- 34.6.5 It is understood further by the Parties that the Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Promoter that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartment(s) and the Project Common Areas and amenities and facilities wherever applicable. The Allottee (s) has/have been made aware and the Allottee(s) also expressly agree(s) that the regular wear and tear of the Apartment excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- 34.6.6 The Allottee also agrees and confirms that the decision of the Promoter's architect shall be final in deciding whether there is any actual structural defect in the apartments buildings/wings or defective material being used or regarding workmanship, quality or provision of service.
- 34.7 In relation to clause 7.5 of this Agreement, the Allottee agrees, acknowledges and understands that no such right of cancellation without any default on the part of the Promoter shall be exercised if on the date when the Allottee so expresses his intent to cancel this Agreement, the total price then prevailing for transfer of an Apartment in the Project is not less than the Total Price payable by the Allottee under this Agreement, and the Allottee agree(s) and

undertake(s) that the decision of the Promoter in this regard shall be final and binding on the Allottee. It is further clarified that in the case of any such cancellation having been accepted by the Promoter, the Promoter herein, will, in addition to forfeiting the booking amount, shall also forfeit all interest liabilities of the Allottee accrued till the date of cancellation, the stipulated charges on account of dishonour of cheque(s), if any, and all amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities ("Cancellation Charges") and the applicable G.S.T. payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation, after deduction of applicable taxes paid on such amount by the Promoter. Nothing contained in Clause 7.5 and this clause 34.7 shall preclude the Promoter to avail the remedies under the Act against such proposed cancellation by the Allottee.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

- 34.7 In respect of clause 9.3 of the Agreement, the Allottee expressly acknowledges understands and agrees that in the event of cancellation or termination of the allotment of the Apartment (and this Agreement) in terms of this Agreement by the Promoter or the Allottee, as the case may be, the Promoter shall be at liberty to execute, present for registration and register unilaterally a deed of cancellation and the Allottee shall cease to have any right title interest whatsoever in the Apartment or Tower 'C' / **Utalika Luxury Phase 5** or Project or the Common Areas on and from the date of expiry of the period mentioned in the notice of cancellation or termination issued by the Promoter or the Allottee, as the case may be.
- 34.8 In relation to Paragraph 'M' of the recitals and clause 6 and clause 18 of this Agreement, the Allottee agrees, understands and acknowledges that the Master Plan is to be modified by the Promoter to the extent as specified in Schedule 'F' below and the Allottee shall be deemed to have given his express and unequivocal consent to such proposed modification of the Master Plan
- 34.9 In relation to clause 16, it is hereby clarified that the Allottee agrees and undertakes that on receipt of possession, the Allottee shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Promoter/association/maintenance agency and without causing any disturbance, to the other allottees of the Tower. The Tower level 'house rules and regulations' applicable to allottees/lawful occupants of the Project, will be shared at the time of handing over possession of the apartments. Without prejudice to the aforesaid, if the Allottee makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Apartment or the Project or the Tower 'C' / **Utalika Luxury Phase 5**, the Promoter shall be entitled to call upon the Allottee to rectify the same and to restore the same to its original condition within 30 (thirty) days from the date of intimation by the Promoter in that behalf. If the Allottee does not rectify the breach within such period of 30 (thirty) days, the Promoter may carry out necessary rectification/restoration to the Apartment or the Project or the Tower 'C' / **Utalika Luxury Phase 5** (on behalf of the Allottee) and all such costs/charges and expenses incurred by the Promoter shall be reimbursed by the Allottee.
- 34.10 **THE LUXURY COMPLEX CLUB**

34.10.1 The Promoter is developing a luxury Complex Club with certain facilities spread across the Complex/Luxury Zone (including the facilities on the roof top of the Project) ("**Luxury Complex Club/Club De-Ville**") for use of all the allottees/purchasers of the Luxury Zone. The Luxury Complex Club forms part of the Complex Shared Common Areas. The Allottee will be entitled to use the Luxury Complex Club/ Club De-Ville) after full and final payment of the Total Price is done by the Allottee. Till such time the Complex Shared Common Areas are taken over by the Luxury Zone Association, the Luxury Complex Club shall be managed by the Promoter either by itself or through its nominee. All the allottees of the residential apartments of the Luxury Zone will be members of the Complex Club.

34.10.2 One membership of the Luxury Complex Club will entitle the individual, spouse and dependent children to use Luxury Complex Club facilities. The Allottee may also request for additional membership for family member, other than spouse and dependent children of the Allottee who is/are lawful occupant(s) of the Apartment comprised in the Luxury Zone ("**Additional Member(s)**") which may be permitted by the Promoter/Luxury Zone Association, subject to confirmation from the Allottee and on payment of the additional membership charges as given below:

Description	Amount (Rs.)	Payment Plan
Additional Membership Charge (One-time, Non-refundable)	50,000/-	On allotment of additional membership.

34.10.3 The tenant/lessee/licensee/lawful occupant of the Allottee may use the Luxury Complex Club facilities on written confirmation of the Allottee and on payment of monthly subscription only.

34.10.4 The Allottee and the Additional Member(s) of the Luxury Complex Club may use the Luxury Complex Club facilities subject to payment of the monthly subscription ("**Monthly Subscription**") as given below:

Description	Amount (Rs.)	Payment Schedule
Monthly Subscription per member	1,000/-	On and from the date of possession of the Apartment and/or the commencement of Luxury Complex Club operations in entirety, whichever is later.

This amount is on the basis of costs as are applicable and computed on the date of these presents and shall at all times be subject to revision from time to time.

34.10.5 The allottees under the category of a Body Corporate or a Partnership firm or a HUF or any other Association of Persons will be required to nominate the occupier of their allotted Apartments as the member of the Luxury Complex Club.

- 34.10.6 If the members bring guests to use the Luxury Complex Club facilities, they will be required to pay additional guest charges, and this will be governed by the rules and regulations of the Luxury Complex Club.
- 34.10.7 Some of the facilities at the Luxury Complex Club shall be available to the members, subject to payment of the Monthly Subscription only, while other facilities will be available on "pay by use" basis over and above the Monthly Subscription.
- 34.10.8 Detailed terms and conditions of the Luxury Complex Club membership, different charges and rules and regulations governing the usage of the Luxury Complex Club will be formulated in due course and circulated to all the members and the same will be binding on all the members (including Additional Members).
- 34.10.9 In case the Apartment is transferred by the Allottee, the membership of the Luxury Complex Club will automatically stand transferred to the transferee of the Apartment and the transferor and any Additional Member(s), approved/ confirmed user by the said transferor will automatically cease to be member/Additional Member(s) of the Luxury Complex Club.
- 34.10.10 In case, the member becomes bankrupt or insolvent, or makes any compromise arrangement with his creditors, or does or suffers any act or thing whereby the member becomes liable to the provisions of Bankruptcy or Insolvency laws for the time being in force, or have been adjudged bankrupt or insolvent, the Luxury Complex Club Membership would cease to exist.
- 34.10.11 After the Complex Shared Common Areas of the Complex/Luxury Zone are handed over to the Luxury Zone Association of the 5(five) Towers comprised in the Complex/Luxury Zone in the manner mentioned in Clause 34.4 above, the Luxury Zone Association may adopt the Rules and the Bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Luxury Zone Association.

34.11 LIMITED COMMON AREAS

- 34.11.1 **Complex Limited Common Areas:** Certain utilities and installations though located on the Complex Land are reserved for the exclusive use of the allottees/purchasers/lawful occupants of one or more designated Towers ("**Complex Limited Common Areas**" more fully and particularly described in Part "V" of Schedule D hereunder and demarcated in RED colour in the maps/plans annexed hereto and marked as Annexure VIII) in view of their unique location in proximity to the such designated Tower/Phase and shall be transferred by the Promoter to the Luxury Zone Association.
- 34.11.2 **Promoter's Club Complex Limited Common Areas:** Demarcated areas, utilities, facilities and installations on the North side of Tower 'C'/ **Utalika Luxury Phase 5** ("**Promoter's Club Complex Limited Common Areas**" more fully and particularly described in Part "VI" of Schedule "D" and depicted in the drawings/plans of the Complex Land annexed hereto, and marked as Annexure "IX" and coloured thereon in RED colour) though located on the Complex Land, shall be reserved for the exclusive use of the Promoter/its successors-in-interest and/or lawful occupants/visitors of the Promoter's Club. The proportionate maintenance charges attributable to the area of the Complex Land earmarked for installation and use of such

utilities/facilities/installations by the Promoter's Club situated will be paid by the Promoter to the Luxury Zone Association.

34.12 THE CAFÉ

The Promoter has constructed and set up a cafeteria on the third floor level of the podium situate within the Complex Land identified by number UTLCAFE and demarcated in colour RED in the map/plan annexed as Annexure "X" (hereinafter referred to as the "Café") which shall be owned by the Promoter. The Café will be operated, managed and maintained either by the Promoter itself or through an operator appointed at its sole and absolute discretion. It is clarified that this Café is not a part of either the Project Common Area or the Complex Shared Common Areas in any manner whatsoever and is owned absolutely by the Promoter or its successors/assigns. The allottees/purchasers of the various Towers/Phases of the Complex/Luxury Zone shall not have any right, title, interest or claim of any nature whatsoever in the Café. The proportionate maintenance charges attributable to the carpet area of 70.13 square metre and terrace area of 41.74 square meters more or less of the Café will be paid by the Promoter to the Luxury Zone Association.

34.13 THE PROMOTER'S CLUB

The Promoter shall construct the Promoter's Club on the clearly demarcated portions of the 5th (fifth) and 6th (sixth) floors *along with* covered car parking slots located on the ground floor (P1) and clearly demarcated portion of the 3rd (third) floor (P4) of the Connected Floors *together with* certain demarcated areas, parts, portions and identified utilities, amenities and installations located in the Basement and ground floor (P1) of the Connected Floors dedicated to and intended for the exclusive use and enjoyment of the Promoter, demarcated in colour RED in the map/plan annexed as Annexure "XI" which shall be retained and owned by the Promoter for its own business purposes and enjoyment. The Promoter's Club will be operated, managed and maintained either by the Promoter itself or through an operator appointed at its sole and absolute discretion. It is expressly and unequivocally clarified that the Promoter's Club shall not form a part of either the Project Common Area or the Project & Promoter's Club Shared Common Areas, the Tower 'C' & Future Development Zone Shared Common Areas or the Complex Shared Common Areas or the Complex Limited Common Areas in any manner whatsoever and shall be owned absolutely by the Promoter. Accordingly, the allottees/purchasers of the Project and/or the allottees/purchaser of the other Towers/Phases of the Complex/Luxury Zone and/or the allottees/purchaser of one or more phases of the Future Development Zone shall not have any right, title, interest of any nature whatsoever in the Promoter's Club. However, it is hereby provided that the Promoter's Club shall be fully entitled to the use of the Sewage Treatment Plant ('STP') of the Luxury Zone which forms part of the Complex Shared Common Area and in consideration of such usage, the Promoter shall pay proportionate maintenance charges to the Luxury Zone Association.

34.14 TAXES:

34.14.1 All prices, rates, fees and charges etc. mentioned in this Agreement are exclusive of any applicable taxes, cess, duties, levies etc. (both present and future) imposed by any appropriate authority (ies) which shall be payable separately by the Allottee

34.14.2 Under the Income tax Act, 1961 and/or the rules framed thereunder, in case the consideration/ price/premium of any Apartment is more than INR 50,00,000/-, then, and in such event, the Allottee of such Apartment shall be required to deduct tax from the payment to be made to the Promoter at the applicable rates as prescribed in the

Act and/or the rules and shall also be required to deposit the tax so deducted with such authority and in such manner as may be so prescribed and the Allottee will also be under obligation to give the Promoter the certificate for the amount of tax so deducted and deposited by the Allottee in such form and in such manner and containing such particulars as may be prescribed under the Income-tax Act and/or the rules framed thereunder.

34.15 ASSIGNMENT OF AGREEMENT TO SALE:

34.15.1 The allottee may assign this agreement any time before the notice for possession is issued to the allottee, subject to the following conditions;

34.15.2 The profile of the assignee is accepted by the Promoter;

34.15.3 An assignment fee equivalent to 3% (three percent) of the price of the Apartment and Parking Space(s) together with applicable taxes if any payable, has been paid to the Promoter;

34.15.4 All amounts agreed to be payable by the allottee(s) intending to assign the agreement to sale has already been paid to the Promoter.

34.16 It is hereby clarified that though the ownership of the pond situated on the southern end of the Complex Land shall be transferred and the possession and maintenance will be handed over by the Promoter to the Luxury Zone Association for the perpetual non-exclusive enjoyment in common by all the allottees of the residential apartments comprised in the Towers within the Complex/Luxury Zone, certain portions on the edge of the said pond may not be available for use or enjoyment as historically the same has been used by the local people living in the vicinity.

34.17 DISCLAIMERS AND DISCLOSURES

The Promoter has made the following disclosures/disclaimers in respect of the Project and the Allottee has agreed to not make any claims or raise any disputes including any claim under Clause 12 of this Agreement relating to defect liability against the Promoter in respect of the following –

(i) Source of water supply:

(a) The source of water supply for the project is the deep borewell which shall provide water having total dissolved solid ("TDS") in range of 1500-2000 ppm varying with season which is compliant with the Bureau of Indian Standards- IS 10500-2012 for domestic usage. It has been agreed and understood by the Allottee that the Promoter cannot further reduce the TDS of the water provided.

(b) The Promoter shall install a water treatment plant in the Project to maintain the hardness, iron content, e-coli etc within the specified acceptable limit as per the BIS IS 10500-2012 standards. However, it is understood by the Allottee that such water treatment plant would not reduce the TDS.

- (c) The Allottee agrees that he/she may install small RO unit in Apartment at his/her own cost for small quantity of water for purpose of drinking with TDS below 500 ppm.
- (d) The Allottee further agrees and confirms that he/she shall not be permitted to install large RO system to reduce the TDS of water which is used for other purposes like bathing, cleaning etc. within the Apartment.
- (ii) **Non-provision of car washing facility:** The Allottee has agreed and understood that there is no car washing facility in this Project and that washing of car with any sprinkler system/hose with continuous running water is not permitted in order to restrict wastage of water. The allottees/purchasers/lawful occupants of the Project shall be required to clean their car with moist cloth to prevent wastage of water.
- (iii) **Dual Plumbing System:** The Allottee has agreed and understood that the water used for flushing in the toilet flushes in the Apartment/Project is the treated STP water as per environmental regulations. To ensure compliance with such environmental regulation the Project has been provided with the dual plumbing system one for the domestic water and another for the flushing water.
- (iv) **Storm water drainage:** The Allottee has agreed and understood that although the storm water drainage system inside the campus/Complex is adequately designed to discharge the storm water during rain fall. However, these internal storm water drainage systems connect to the municipal storm water drainage system outside. The inadequacy of the municipal storm water drainage system may lead to temporary water logging in the campus and the outside area during rainfall and the Promoter shall not be held responsible for such flooding or waterlogging in the Project/Complex or any part thereof owing to the inadequacy of the municipal drainage system.
- (v) **Natural Marble flooring:**
 - (a) The Allottee has agreed and understood that there may be cracks, shade variation, isolated patches etc. in the imported natural marble laid in the apartments in the Project.
 - (b) The Allottee further agrees and understands that certain cracks and crevices may be visible on the surface of the marble despite of the epoxy resin being applied on the top surface at the time of laying the flooring.
 - (c) The Allottee understands that replacing any cracked or chipped marble slab with another slab is not viable, as that would compromise the original pattern and veins, turning the entire floor shabby and aesthetically poor.
 - (d) The Allottee has agreed and understood that the Promoter shall apply a layer of nano chemical on the marble slabs to make it resistant to absorption of any material or dust. However, despite such measure being taken by the Promoter marble is a fairly absorbent material and hence any accumulation of dust or dropping of any colored liquid like tea coffee is often immediately absorbed and may leave a patch on the floor.
 - (e) In this regard the Allottee has understood and confirmed that the Promoter shall rectify any defect in polishing of the marble surface within five years



including redoing the polishing and reapplying the impregnating chemical free of cost. However, such liability of the Promoter shall be limited to the aforementioned period of 5(five) years.

- (i) **Tile Flooring & Dado** The Allottee has agreed and understood that the Promoter has complied with Indian Standard code IS: 15622 which specify the limits of warpage for grade-I vitrified tiles (with water absorption less than 0.08%) which is proposed to be used in the Project.

The limits specified in the code are as below:

Permissible warpage related to the diagonal calculated from the work sizes and a function of surface area(s) as per IS 15622 is mentioned below:

- (a) D.1. Surface Area $S \leq 90\text{cm}^2$: $\pm 0.8 \%$
- (b) D.2. Surface Area $90 \text{ cm}^2 < S \leq 190\text{cm}^2$: $\pm 0.4 \%$
- (c) D.3. Surface Area $190 \text{ cm}^2 < S \leq 410\text{cm}^2$: $\pm 0.3 \%$
- (d) D.4. $S > 410\text{cm}^2$: $\pm 0.2 \%$

Permissible Warpage related to the diagonal calculated from the work sizes and a function of surface area (S) as per ISO: 13006:

- (a) Dry-pressed ceramic tiles with low water absorption ($E \leq 0.5\%$ for Group Bla:
- (b) E.1. Surface Area $S \leq 90\text{cm}^2$: $\pm 1.0 \%$
- (c) E.2. Surface Area $90 \text{ cm}^2 < S \leq 190\text{cm}^2$: $\pm 0.5 \%$
- (d) E.3. Surface Area $190 \text{ cm}^2 < S \leq 410\text{cm}^2$: $\pm 0.5 \%$
- (e) E.4. $S > 410\text{cm}^2$: $\pm 0.5 \%$

In this regard the Allottee has agreed that the edges and corners of the vitrified tiles used in the Apartment/Project may not be in the perfect plane due to warpage. If the variation from plane is within the codal specification mentioned above, in that case it shall not be considered as defect of the tile or workmanship in laying.

- (vii) **AAC (Autoclaved Aerated Concrete) Block walls**

- (a) The Promoter shall construct AAC block walls in the course of development of the Project which are lighter, environmentally sustainable, better for resisting earthquake and wind force due to lighter load and have better heat insulation property than clay brick.
- (b) The Allottee has agreed and understood that AAC block walls being more sensitive to moisture and temperature movement may develop shrinkage cracks during first few years of laying. These shrinkage cracks are non-structural in nature and have absolutely no adverse effect on the structural stability of the Apartment/Project.

- (c) The Allottee has further agreed and understood that he/she may choose to repair such cracks at their own costs by cutting a 'v' shaped groove on both faces of the wall and then filling such cut with a flexible acrylic putty. Such acrylic flexible putty shall allow movement in the wall without the cracks being visible.

(viii) **Car Parking Space**

- (a) The standard dimension of one car park in the Project is 5m x 2.5m (135 square feet) as per the building norms.
- (b) The Allottee has agreed and understood that each apartment in the Project will be allotted minimum 2(two) car parking spaces out of which only one space would be allotted in same Tower C/Utalika Luxury Phase-5 at any one of the levels of 1st Floor (P2), 2nd floor (P3) and demarcated part of 3rd Floor (P4). The second parking space shall be allotted in the vacant / available spaces in podium floors of towers namely- Tower A/Prathama, Tower E/Dwitiya, Tower D/Tritiya & Tower B/Chaturthi or nearby spaces in the Luxury Zone/Complex. However, allottees of duplex apartments in the Project shall be allotted two car parking spaces in Tower C/Utalika Luxury Phase-5 .
- (c) The Allottee has agreed and understood that car parking spaces will be allotted through a draw of lots. Such draw of lots shall be held through an online process upon completion of the Project and prior to handover of possession of the Apartment. The live telecast link for online drawing of lots shall be shared with the allottees over the registered Email Ids. The parking numbers drawn in the draw of lots will be the final and no request for change of space will be entertained.

(d) **Provision of CCTV** CCTV are proposed to be placed in the following areas:

- (i) Elevator Car (Lift) in the Project
- (ii) Common Area at ground floor entrance / lobby of Tower C/ **Utalika Luxury Phase 5**, at entrance of Tower C/ **Utalika Luxury Phase 5**(security kiosk) and exit stair doorway to the roof of Tower C/ **Utalika Luxury Phase 5**.
- (iii) Functional areas like CCTV room, BMS room, maintenance office entrance.

The Promoter shall not provide CCTV to the common corridors and stair exit / entrance at floor levels.

- (e) **Podium level apartments having right to exclusively use the "open to sky spaces"** (in case exclusive use has been provided to the Allottee in their agreement) There are few apartments in the Project which have exclusive 'Open to Sky' terrace areas appurtenant thereto. The Allottee agrees and understands that such open terrace areas cannot be covered with temporary sheeting or by other means by the allottee of any such apartment.

The Allottee has agreed and understood that he/she shall not be permitted to dump any waste/garbage or drop any item onto any such 'open to sky' terrace area or balcony(ies) of the apartment(s) below. However, there may be instances where

items like tobacco, cigarette butts, utensils, plastic pipes etc. may fall onto the 'open to sky' terrace areas or balcony(ies) of the apartments below unintentionally. The Promoter shall not be liable for any damage caused to such 'open to sky' terrace areas or balcony(ies) or any accident that may occur owing to such instances

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SCHEDULE – A

Part I

[Description of Complex Land]

ALL THAT clearly demarcated land area admeasuring 15.615 acres (equivalent to 63190.17 square meters) comprised in Mouza: Barakhola, J.L. No.: 21, situate and lying at "UTALIKA–THE CONDOVILLE", Premises No. 405, Barakhola, Mukundapur, Police Station: Purba Jadavpur (formerly Tollygunge), Kolkata - 700099, within the municipal limits of Ward No. 109 of the Kolkata Municipal Corporation and within Sub-Registry Office: ADSR Sealdah in the District of South 24 Parganas (as depicted and demarcated in the map/plan annexed herewith and marked as **Annexure "I"** and bordered thereon in **RED** colour) and butted and bounded as follows:

In the East: By Efficiency Comfort Zone of Utalika

In the West: By public road

In the North: By public road

In the South: By local market and public road

Part II

[Description of Project Land]

ALL THAT the clearly demarcated land area of 0.897 acres (equivalent to 3632 square metres) more or less comprised in Mouza: Barakhola, J.L. No.: 21, situate and lying at "UTALIKA–THE CONDOVILLE", Premises No. 405, Barakhola, Mukundapur, Police Station: Purba Jadavpur (formerly Tollygunge), Kolkata - 700099, within the municipal limits of Ward No. 109 of the Kolkata Municipal Corporation and within Sub-Registry Office: ADSR Sealdah in the District of South 24 Parganas (as depicted and demarcated in the map/plan annexed herewith and marked as **Annexure "II"** and bordered thereon in **RED** colour) and butted and bounded as follows:

In the East: [•] By Road . Driveway within the luxury zone of Utalika

In the West: [•] Future Development Zone land of Utalika

In the North: [•] By Road / Driveway within the luxury zone of Utalika & Part of Future development land

In the South: [•] Pond 'X'

SCHEDULE – B

[Description of the Apartment & Parking Space(s)]

ALL THAT Apartment No. [•] having Carpet Area of [•] Sq. ft., Balcony Area [•] Sq. ft., (corresponding to super built-up area of [•] Sq.ft.), on [•] floor, in Tower C, named Utalika Luxury Phase- 5 **Along With** along with [•] No(s). of Open/Covered Car Parking space(s) admeasuring 135 sq. ft. each as permissible under the applicable law, (as depicted and demarcated in the map/plan annexed herewith and marked as **Annexure "III"** and bordered thereon in **RED** colour) and butted and bounded as follows:

In the East: [•]

In the West: [•]

In the North: [•]

In the South: [•]



SCHEDULE – C**[Payment Plan]**

Booking Money Part I	Rs 10,00,000 /-
Booking Money Final (Within 30 days)	10% of price of Apartment - Rs 10,00,000 /-
Within 45 days of execution of Agreement of Sale	10% of price of Apartment + 50% of Club Membership Charges
On completion of 7th Floor Slab	10% of price of Apartment
On completion of 11th Floor Slab	10% of price of Apartment
On completion of 18th Floor Slab	10% of price of Apartment
On completion of 25th Floor Slab	10% of price of Apartment
On completion of 32nd Floor Slab	10% of price of Apartment
4 months from 32nd Floor Slab	10% of price of Apartment
8 months from 32nd Floor Slab	10% of price of Apartment
14 months from 32nd Floor Slab	5% of price of Apartment
30 months from 32nd Floor Slab or on before Possession which ever is earlier	5% of price of Apartment+ 50% of Club Membership Charge + Others Charges & Deposit



SCHEDULE – D

Part I

[Project Common Areas]

1. Undivided proportionate share in the Project Land attributable to the Project
2. Project passenger lift lobbies & staircases (TYPICAL 5TH TO 33RD)
3. Letter Box Room, BMS and OSP ROOM ON GROUND FLOOR (P1)
4. Typical corridor & passage area.
5. Lift Lobbies & staircases on Ground(P1), First(P2), Second(P3) & Third (P4) Floors
6. Utility rooms at Fourth Floor Level (P5)
7. Fire refuge platforms
8. Basement pump room, treated raw water, flushing & fire tank
9. Overhead water tank.
10. Toilet on First Floor (P2) & Second Floor (P3)
11. Demarcated driveway excluding parking area At First Floor (P2)
12. Demarcated driveway excluding parking area at Second Floor (P3)
13. Demarcated driveway excluding parking area at Third Floor (P4)
14. Ramp portion from Ground (P1) To Fourth Floor (P5) Level

[•]

Part II

[Project & Promoter's Club Shared Common Areas]

15. Toilet at Ground Floor (P1) level
16. Driveway on Ground Floor (P1) level excluding parking

[•]

Part III

[Tower 'C' & Future Development Zone Shared Common Areas]

1. Staircases to basement services at Ground Floor (P1)
2. Basement staircase & lobby area at basement

3. Demarcated driveway excluding parking area at First Floor (P2)
4. Demarcated driveway excluding parking area at Second Floor (P3)
5. Demarcated driveway excluding parking area at Third Floor (P4)
6. Toilets on Third Floor (P4) parking areas

Part IV

[Complex Shared Common Areas]

1. Entire Complex Land (including the pond located at the southern end of the Complex but excluding the lands underneath Tower A, B, C, D and E of the Luxury Zone within Utalika)
2. Ground level of podium connecting Tower A and B with driveway and ramp area (excluding the sanctioned parking spaces)
3. Ground level of podium connecting Tower A and E with Drop off Entry Foyer, Multipurpose Hall-I, Multipurpose Hall-II, Multipurpose Hall-III, lift lobby lounge, service lift lobby, pre-function area/portico, banquet with open to sky deck, male & female toilets, kitchen and staff toilet, staircases, driveway including ramp (excluding the sanctioned parking spaces), car wash facility area and pump room, covered plantation area.
4. Ground level of podium connecting Tower E and D with staircases ramp and common driveway area (excluding the sanctioned parking spaces), STP.
5. First Floor level of podium connecting Tower A and B with driveway and ramp area (excluding the sanctioned parking spaces).
6. First Floor level of podium connecting Towers A and E with lift lobbies, staircases, squash court, conference room, common passage, Building Management offices, store rooms, driveway area, ramp (excluding the sanctioned parking spaces).
7. First Floor level of podium connecting Towers E and D with staircase, ramp, driveway area (excluding the sanctioned parking spaces).
8. Second- Floor level of podium connecting Towers A and B with Tree House, Drawing Board for Children, Outdoor Fitness Area, Children Playing Area, Seating Area, Jogging Track, driveway and ramp area (excluding sanctioned parking spaces)
9. Second- Floor level of podium connecting Towers A and E with Viewing Deck, Utility Room, Home Theatre, lift lobby, reception, Toilets, Lounge and changing room with roofs thereof, Swimming Pool, Kids Pool, Pool Deck Area, Senior Citizen Seating Area, Yoga Meditation Area, Gazebo, Open Air Theatre, Central Green Lawn, Jogging Track staircases, ramp, driveway and ramp (excluding the sanctioned parking spaces).
10. Second- Floor level of podium connecting Tower E and D with Celebration Terrace, LED Screen and Cascade Water Feature.
11. Gym, covered seating area adjacent to Gym, Indoor games room, tiny tots room all located in Third Floor of Tower-A

12. Club House area with pop up restaurant, pool, conference room, classroom, covered pergola (open to sky), visual gaming room, music room, art room all located in Third Floor of Tower-B.
13. Multipurpose Room located in Third Floor of Tower-D
14. Annex Party Area located in Third Floor of Tower- E
15. Tower C - multipurpose hall (32nd floor & 7th floor)
16. Tower C club - prefunction area , pantry, toilets, gym with attached toilet, common corridor / passage , open to sky yoga deck area, male/female wet area, open to sky jacuzzi & lounge area, open to sky spill over area, electrical room, open terraces.

Part V

[Complex Limited Common Areas]

1. Gas bank
2. DG & transformer yard

[•]

Part VI

[Promoter's Club Complex Limited Common Areas]

1. Gas bank
2. DG & transformer yard



SCHEDULE – E

Part I

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

Structure	RCC FRAMED STRUCTURE
Wall	34.17.1 AAC Block infill / partition wall
Living And Dining Room	MARBLE FLOORING
Bedroom / Study	34.17.2 TILED flooring
Balcony	34.17.3 TILED flooring
Kitchen	34.17.4 TILED flooring
Kitchen Counter	TILE / STONE FINISH
Kitchen Dado	TILE FINISH UPTO TWO FEET HEIGHT ABOVE COUNTER
Toilet	34.17.5 TILED flooring
Door Frame	SOLID / ENGINEERED WOODEN FRAME
Door Shutter	FLUSH DOOR
Window	ALUMINIUM GLAZED WINDOW
Internal Finishes	WHITE CEMENT PUTTY FINISH
External Finishes	WEATHER COAT PAINT
Electrical	CONCEALED WIRING WITH MODULAR SWITCHES

Part II

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

Sl. No.	Particulars	Description
1	FIRE FIGHTING FACILITY	<ul style="list-style-type: none"> ▪ Fire control for protection and detection as per WB fire safety recommendation. ▪ Fire Kiosk
2	EMERGENCY EVACUATION SERVICE	<ul style="list-style-type: none"> ▪ Public annunciation and evacuation system in common area
3	ACCESS TO COMMON SPACE	<ul style="list-style-type: none"> ▪ Access to lift lobby through corridor.
4	DESIGN FOR ELECTRICITY SUPPLY AND STREET LIGHTING	<ul style="list-style-type: none"> ▪ 24/7 DG Back up ▪ Street lighting ▪ LED light in common area
5	PUBLIC HEALTH SERVICE	<ul style="list-style-type: none"> ▪ Internal sewer, storm and water supply line ▪ Organic waste composter
6	SECURITY SYSTEM	<ul style="list-style-type: none"> ▪ Security room ▪ CCTV in elevator and specific common areas.
7	BUILDING MANAGEMENT SYSTEM	<ul style="list-style-type: none"> ▪ Block wise CCTV/Surveillance/ELV room available
8	RAC	<ul style="list-style-type: none"> ▪ Multipurpose hall , gym , pantry
9	LANDSCAPE	<ul style="list-style-type: none"> ▪ Landscape with hardscape & softscape
10	USE OF RENEWABLE ENERGY	<ul style="list-style-type: none"> ▪ Solar power for common area lighting

SCHEDULE – F

(Details of modifications proposed to the Project Plan)

1. Internal modifications to restructure services allocation without changing floor footprint.
2. At Ground Floor Level (P1) Club BMS Room, Osp Room & electrical room footprints will be reduced and balance area will be converted into three (3) nos parkings which will be allocated to promoter's club.
3. At Ground Floor (P1) level, footprint of club entrance lobby will be reduced and the reduced area will be added in Project entrance lobby.
4. Demarcated area on the northern side of the Ground Floor (P1) level which was earlier boh (back of house) of Promoter's Club with loading & unloading bay, will now be converted to a "retail" space owned by Promoter's Club.
5. At 1st Floor Level (P2) toilets (male/female) will be added & office lift lobby will be inaccessible and the same will be converted to Project utility room.
6. At 2nd Floor Level (P3) Promoter's Club boh (back of house) will be removed (cutout / void space)
7. At 3rd Floor Level (P4) toilets (male/female) will be added & office lift lobby will be made accessible which is currently designated as utility room.
8. At 3rd Floor Level (P4) Promoter's Club boh (back of house) will be removed (cutout / void space)
9. At 4th Floor Level (P5) Promoter's Club boh (back of house) will be removed (cutout / void space)
10. At 4th Floor Level (P5) Promoter's Club pool equipment room will be converted to MIG utility room (part of future development)
11. At 5th floor level sanctioned layout of Promoter's Club will be reduced and 3 three nos residential apartments will be added.
12. At 5th floor level in future development zone, Promoter's Club boh (back of house) will be reduced and one (1) no of office unit will be introduced in the same area.
13. At 6th floor level sanctioned layout of Promoter's Club will be reduced and 4 nos residential apartments will be added.
14. At 6th floor level in Future Development Zone, Promoter's Club boh (back of house) will be reduced and one (1) no of office unit will be introduced in the same area.
15. At 7th floor level sanctioned layout of Promoter's Club, the service & passenger lift lobbies will be replaced with open terrace which will be a part of Luxury Complex Club.

16. At 7th floor level sanctioned layout of Promoter's Club, party terrace will be replaced with non-usable terrace space for Promoter's Club.
17. At 7th floor level in Future Development Zone, club boh (back of house) will be replaced with one (1) no of office unit in the same area.
18. At 11th floor level in Future Development Zone, the entire floor (9 no office units) will be replaced with a transfer floor (now it is at 12th floor level).
19. At 12th floor level in Future Development Zone, the entire transfer floor will be replaced with mig floor with 9 nos mig units.
20. Overall building height will be reduced by 2.4 mtr. (5th & 6th floor level floor to floor height will be 3.6 mtr each instead of 4.8 mtr as shown in present sanctioned drawing)



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

SIGNED AND DELIVERED BY THE WITHIN NAMED OWNER:

For West Bengal Housing Board

Please affix

Photographs

& sign across the photograph

(Authorized Signatory)

Bengal Ambuja Housing Development Limited

Constituted Attorney to West Bengal Housing Board

Name: [•]

Address: [•]

SIGNED AND DELIVERED BY THE WITHIN NAMED:

PROMOTER:

For S. E. Builders & Realtors Limited

Please affix

Photographs

& sign across the photograph

(Authorized Signatory)

Name: [•]

Address: [•]

SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE:

Please affix

Photographs

& sign across the photograph

Signature:

Name: [•]

Address: [•]

JOIN ALLOTTEE:

Name: [•]

Address: [•]

At ____ on ____ in the presence of:

WITNESSES:

Signature:

Name: [•]

Address: [•]

Signature:

Name: [•]

Address: [•]

Drafted by:

A handwritten signature in blue ink, consisting of a stylized 'S' followed by several loops.