

(Draft – 29.09.23)

(Format Agreement for Sale may undergo changes as per the case specific at the time of execution)

NOTE:

With the execution of agreement, separate letter for disclosures to be taken from each Allottee

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") is executed on this _____ day of _____, 2023

BY AND BETWEEN

KLK REALTY (OPC) PRIVATE LIMITED, a company within the meaning of the Companies Act, 2013 having its registered office at 8 Mott Lane, 3rd floor, Police Station – New Market, Post Office - Dharmatala, Kolkata - 700013 (having CIN U45309WB2022OPC252356 and PAN AAJCK3971E) represented by its Director Mrs. Hansa Rungta (having PAN BFNPR0960P, Aadhar 7172 4689 3747 and DIN 08604746) wife of Mr. Saharsh Khaitan, working for gain at 8 Mott Lane, 3rd floor, Police Station - New Market, Post Office - Dharmatala, Kolkata-700013 (hereinafter referred to as "the **PROMOTER**", which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors-in-interest and/or assigns) of the **FIRST PART**;

AND

(1) (DR.) RAJ KUMAR CHHAJER (having PAN ACDPC3998G and Aadhaar 9416 5854 4537) son of Shri Sampat Mal Chhajer residing at Jaichand Villa, 15/9 Deodar Street, Police Station and Post Office - Ballygunge, Kolkata 700019, for self and as Karta of his Hindu Undivided Family named and styled as 'RAJ KUMAR CHHAJER HUF' having its office at Jaichand Villa, 15/9 Deodar Street, Police Station and Post Office - Ballygunge, Kolkata 700019 (having PAN AAJHR3191J), **(2) VINAY JAIN** (having PAN ACVPJ2406Q and Aadhaar 3909 6092 0990) son of Shri Sampatlal Chhajer also known as Sampat Mal Chhajer residing at Jaichand Villa, 15/9 Deodar Street, Police Station and Post Office - Ballygunge, Kolkata 700019, **(3) (MISS) AKSHITA JAIN** (having PAN BLPJ7862R and Aadhaar 9880 4134 1839) daughter of Sri Vinay Jain residing at Jaichand Villa, 15/9 Deodar Street, Police Station and Post Office - Ballygunge, Kolkata 700019, **(4) (MISS) PALLAVI CHHAJER** (having PAN BOGPC7125H and Aadhaar 8904 1010 6464) daughter of Dr. Raj Kumar Chhajer residing at Jaichand Villa, 15/9 Deodar Street, Police Station and Post Office - Ballygunge, Kolkata 700019, **(5) HARSH CHHAJER** (having PAN BCAPC0942E and Aadhaar 7387 3483 3514) son of Dr. Raj Kumar Chhajer residing at Jaichand Villa, 15/9 Deodar Street, Police Station and Post Office - Ballygunge, Kolkata 700019, **(6) DINESH PATEL (HUF)** (having PAN AAKHD0504N), a Hindu Undivided Family having its office at Vineak - 1A, 78/B Sarat Bose Road, Police Station Ballygunge, Post Office Bhawanipore, Kolkata - 700025 represented by its Karta Mr. Dinesh Patel (having PAN AERPP9961N and Aadhaar 2938 3918 9668) son of late M.V. Patel residing at Vineak - 1A, 78/B Sarat Bose Road, Police Station Ballygunge, Post Office Bhawanipore, Kolkata - 700025 **(7) (SMT.) MITA ROY (alias MITA ROY CHHAJER)** (having PAN ADHPR4539D and Aadhaar 3449 9382 1919) wife of Dr. Raj Kumar Chhajer residing at Jaichand Villa, 15/9 Deodar Street, Police Station and Post Office - Ballygunge, Kolkata 700019, **(8) (SMT.) SUCHITRA CHONGDAR** (having PAN BGHPC3812L and Aadhaar 2419 3158 9741) wife of Mr. Utpal Chongdar residing at Anandanagar Dharma, Medinipur, Police Station - Kotwali, Post Office - Midnapore, West Bengal, Pin Code - 721101, **(9) (SMT.) ANITA ROY** (having PAN AZCPR4713J and Aadhaar 3907 1184 3112) wife of Mr. Kamal Kanta Roy residing at G-172/1, Accounts Colony, Police Station and Post Office - Chakradharpur, Jharkand, Pin Code - 833102, **(10) (DR.) VIJAY SINGH BAID (HUF)** (having PAN AAFHV0561G) a Hindu Undivided Family having its office at 36/2A, Ram Krishna Samadhi Road, Police Station - Phoolbagan, Post Office - Kankurgachi, Kolkata-700054 represented by its Karta Dr. Vijay Singh Baid (having PAN ADEPB3625K and Aadhaar 6544 2965 8203) son of Punam Chand Baid residing at 36/2A, Ram Krishna Samadhi Road, Police Station - Phoolbagan, Post Office - Kankurgachi, Kolkata-700054, **(11) (SMT.) SURAJ NAHATA** (having PANABSPN3317Q and Aadhaar 7535 3317 3351) wife of Mr. Subhash Mal Nahata residing at Flat No. 3C, 58 Jatindas Road, Police Station Lake, Post Office Sarat Bose Road, Kolkata - 700029 **(12) MANOJ KUMAR CHHALANI (HUF)** (having PAN AAHMM4714J) a Hindu Undivided Family having its office at Suryakiran Apartment, Block B, 2nd Floor, DC-115 Narayantalla West, Police Station - Rajarhat, Post Office - Desh Bandu Nagar, Kolkata 700059, **(13) MAHAK BAID** (having PAN ANJPB2270P and Aadhaar 6850 0779 7718) son of

Dr. Vijay Singh Baid residing at 36/2A, Ram Krishna Samadhi Road, Police Station - Phoolbagan, Post Office - Kankurgachi, Kolkata 700054, and **(14) MAYANK BAID** (having PAN AIUPB0834F and Aadhaar 9894 2268 4232) son of Dr. Vijay Singh Baid residing at 36/2A, Ram Krishna Samadhi Road, Police Station - Phoolbagan, Post Office - Kankurgachi, Kolkata 700054, all represented by their common constituted attorney KLK Realty (OPC) Private Limited, the Promoter hereto pursuant to the Power of Attorney dated 21st January 2023 registered with the Additional District Sub-Registrar, Behala in Book I, Volume No. 1607-2023 Pages 57345 to 57387, Being No. 160701554 for the year 2023 (hereinafter referred to as "the **OWNERS/VENDORS**", which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include insofar as the individuals are concerned their and each of their respective heirs legal representatives administrators and executors and insofar as the hindu undivided families are concerned their and each of their respective members for the time being their and each of their respective heirs legal representatives administrators and executors and/or assigns) of the **SECOND PART**;

AND

(1) _____ (having PAN _____ and Aadhaar _____) residing at _____, Post Office - _____, Police Station _____, Kolkata - _____ and
(2) _____ (having PAN _____ and Aadhaar _____) residing at _____, Post Office - _____, Police Station - _____, Kolkata _____ (hereinafter called the "**ALLOTTEE**"), of the **THIRD PART**:

SECTION-I

I. **Definitions**—In this Agreement, the following terms shall have the meanings assigned to them hereinbelow, unless the context otherwise requires:

- (a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016 or any other act or law as may be applicable to the Project and wherever the context so permits include the rules and regulations framed thereunder and notifications passed in connection therewith;
- (b) "**Allotted Apartment**" shall mean the Flat, Exclusive Balcony/Verandah, if any and Parking Space, if any for parking of motor car/two wheeler at the Parking Spaces, as mentioned and described in the **Second Schedule** hereunder written;
- (c) "**Allottee**" shall mean one or more Allottees named above and include:
 - (i) in case of an individual/individuals, his/her/their respective heirs, executors, administrators, legal representatives and/or permitted assigns;
 - (ii) in case of a hindu undivided family, its members for the time being, their respective heirs, executors, administrators, legal representatives and/or permitted assigns;

- (iii) in case of a partnership firm, its partners for the time being, their respective successors and/or heirs, executors, administrators, legal representatives as the case may be and/or permitted assigns;
 - (iv) in case of a company or limited liability partnership, its successor or successors-in-interest and/or permitted assigns;
 - (v) in cases not falling within any of the above categories, the constituent of the Allottee as its nature and character permits and shall include its/their respective successors and/or permitted assigns;
- (d) **"Apartment Acquirers"** shall mean persons who acquire apartments, commercial spaces or other constructed spaces with or without Parking Spaces in the Phase 1 Project;
- (e) **"Applicable Interest Rates"** shall mean the rate of interest prescribed under the Act or the Rules framed thereunder from time to time;
- (f) **"Approvals"** shall mean and include all licenses, permits, approvals, sanctions, consents obtained or to be obtained and/or granted by the competent authorities in connection with the said Project;
- (g) **"Architect"** shall mean Pallabgiri Architecture of 17 Ruby Square, Eastern Metropolitan Bypass, Kolkata – 700107 or any other architect appointed by the Promoter;
- (h) **"Association"** shall mean an Association of the Apartment Acquirers to be formed in accordance with the West Bengal Apartment Ownership Act, 1972 or as permitted under the Act;
- (i) **"Buildings"** shall mean 3 (three) five storeyed residential buildings being Tower 2B, 3 and 4 at the Phase 1B Land in accordance with the Building Plan and to comprise of various self-contained Apartments (with or without verandah/balcony) and other constructed spaces and shall include the Parking Spaces and shall also include additional apartments on one or more upper floors of such buildings, additional parking spaces and other structures as be sanctioned by the concerned authority from time to time and erected by the Promoter at the said Phase 1 Land;
- (j) **"Building Plan"** shall mean the plan sanctioned by South 24 Parganas, Zilla Parishad for construction of 3 (three) five storeyed buildings, being Tower-2B, Tower-3 and Tower-4 at the Phase 1B Land measuring 2 Bighas 17 Cottahs 05 Chittacks 20 Square feet more or less vide Building Sanction Plan No. _____ dated _____ superceding to building plan sanctioned for construction of 2 (two) five storeyed buildings, being Tower 1 and Tower 2A (Phase 1A Project) at a demarcated portion of Phase 1 Land measuring 01 Bigha 09 Cottahs more or less (Phase 1A Land) vide Memo No. 1367/ZP/ENGG/BP/22 dated 28.07.2022 of the District Engineer, South 24 Parganas Zilla Parishad and further vide Memo No.

711/1(2)/PS dated 27.09.22 of Executive Officer, Thakurpukur Maheshtala Panchayat Samity, South 24 Parganas and shall include any revised/modified building plan for construction of additional apartments on one or more upper floors of such towers and additional parking spaces and all sanctionable modifications thereof and/or alterations thereto as be deemed necessary by the Promoter from time to time as per the recommendation of the Architect subject to compliance of the Act and the Rules thereunder;

- (k) **"Parking Spaces"** shall mean and include covered areas at the ground floor of the buildings at the Phase 1B Land for parking of motor cars/two wheelers and also include mechanical multi-level car parking spaces at such open areas as expressed or intended by the Promoter in its absolute discretion;
- (l) **"Carpet Area"** shall mean the net usable floor area of the Allotted Apartment, excluding the area covered by external walls, areas under service shafts, exclusive balcony or verandah area but includes the area covered by the internal partition walls of the Allotted Apartment;
- (m) **"Common Areas"** shall mean collectively the areas, installations and facilities in and for the Phase 1B Project as specified in **Part-I** of the **Third Schedule** hereunder written for the beneficial use and enjoyment of the respective apartments and other constructed areas in the Phase 1B Project by the Apartment Acquirers;
- (n) **"Common Expenses"** shall mean and include all expenses for the Common Purposes briefly described and without limitation in the **Fourth Schedule** hereunder written and proportionate share whereof to be borne, paid and contributed by the Allottee;
- (o) **"Common House Rules"** shall mean the rules and regulations to be observed fulfilled and performed by the Allottee and the other Apartment Acquirers in the Phase 1B Project for payment of Taxes and Outgoings by them as mentioned in **Part-I** of the **Sixth Schedule** hereunder written and for the common, peaceful, effective, harmonious and beneficial use and enjoyment of the Phase 1B Project by them as mentioned in **Part-II** of the **Sixth Schedule** hereunder written;
- (p) **"Common Purposes"** shall mean and include (a) providing and maintaining essential services for the benefit of the Apartment Acquirers in the Phase 1B Project, (b) collection and disbursement of the Common Area Maintenance Charges and other Common Expenses and (c) dealing with matters of common interest of the Apartment Acquirers and their mutual rights and obligations;
- (q) **"Tower"** shall mean the Tower in which the Allotted Apartment is situated as mentioned in the Second Schedule hereunder written;
- (r) **"Force Majeure"** shall have the meaning meant to in the said Act;

- (s) **"Shared Facilities"** shall mean those areas, facilities and installations which would be serving for the common use and enjoyment of the Apartment Acquirers of Phase 1A Project, Phase 1B Project and subsequent phases projects at the Subsequent Phases Lands and Future Phase Land (dealt with in Section-II hereinafter), details whereof are mentioned in **Part-II** of the **Third Schedule** hereunder written;
- (t) **"Maintenance In-charge"** shall, until formation of the Association, mean the Promoter and/or its appointed one or more Facility Management Agencies or nominees to look after the maintenance and administration of the Project and other Common Purposes and upon its formation mean the Association;
- (u) **"Net Carpet Area"** shall mean sum of the carpet area of the Flat and the Exclusive Balcony/Verandah, if any;
- (v) **"Phase 1 Land"** shall mean the contiguous land measuring 04 Bighas 06 Cottahs 05 Chittacks 20 Square feet more or less situate lying at and being divided demarcated portion of R.S. Dag No. 2122 recorded in R.S. Khatian No.2194, in Mouza Paschim Barisha, Police Station Thakurpukur (formerly Behala), District South 24 Parganas, fully described in **Part-I** of the **FIRST SCHEDULE** hereunder written and shown in the plan annexed hereto duly bordered thereon in **"Red"**, being developed by the Promoter in two phases as dealt with hereinafter.
- (w) **"Phase 1B Land"** shall mean a demarcated portion of Phase 1 Land measuring 02 Bigha 17 Cottahs 05 Chittacks 20 Square feet more or less situate lying at and being demarcated portion of R.S. Dag No.2122 recorded in R.S. Khatian No.2194, in Mouza Paschim Barisha, Police Station Thakurpukur (formerly Behala), District South 24 Parganas, fully described in **Part-II** of the **First Schedule** hereunder written and shown in the plan annexed hereto duly bordered thereon in **'Blue'**.
- (x) **"Phase 1B Project"/"Project"** shall mean and include the Project named **'Tilottama'** at the Phase 1B Land to consist of Towers- 2B, 3 and 4, each consisting for the time being of ground plus four storied building to be constructed by the Promoter thereat containing several independent and self-contained flats, parking spaces and other constructed areas, with liberty to the Promoter to raise further stories to the same as per the sanction plan at its sole discretion.
- (y) **"Project Advocates"** shall mean Pankaj Shroff & Company, Advocates of 16 Strand Road, 'Diamond Heritage', N611, 6th floor, Kolkata-700001 appointed by the Owners and the Promoter for preparation of the sale agreement and sale deed for transfer of the Apartments in the Project;
- (z) **"Proportionate"** or **"Proportionately"** or **"pro-rata"** shall have the same meaning as detailed in clause 28 hereinafter;

- (aa) "**Rules**" means the rules made under the said Act as amended and/or substituted from time to time;
 - (bb) "**Regulations**" means the regulations made under the said Act as amended and/or substituted from time to time;
 - (cc) "**Singular**" number shall mean and include the "Plural" number and vice-versa.
 - (dd) Reference to a **gender** includes a reference to all other genders.
- II. In this Agreement, in addition to the words defined in clause 1 of this **Section-I**, the words put in brackets and in bold print define the word, phrase and expression hereinafter.

SECTION-II

WHEREAS:

- A. The Vendors and the Promoter have entered into a Development Agreement dated 20th January, 2023 registered at the office of the Additional District Sub Registrar, Behala and recorded in Book No. I, Volume No.1607-2023, Pages from 38607 to 38699, Being No. 160700879 for the year 2023 ("**Development Agreement**") for the purpose of development and commercial exploitation by the Promoter of real estate project in phases over the contiguous pieces and parcels of land measuring 14 Bighas 06 Cottahs 05 Chittacks 20 Square feet more or less situate lying at and being divided and demarcated portions of each R.S. Dag No. 2122, 2115 and 2143 recorded in R.S. Khatian Nos. 2194, 2607 and 2288 respectively in Mouza – Paschim Barisha, Police Station – Thakurpukur, District – South 24 Parganas as shown in the plan annexed hereto duly bordered thereon in "**Green**" all belonging to the Vendors in species and/or jointly for mutual benefit and for the consideration and on the terms and conditions therein contained.
- B. The Vendors have granted in favour of the Promoter a Power of Attorney dated 21st January, 2023 registered at the office of the Additional District Sub Registrar, Behala and recorded in Book No. I, Volume No.1607-2023, Pages from 57345 to 57387, Being No. 160701554 for the year 2023 to do several acts deeds matter and things concerning the development of the said pieces and parcels of land measuring 14 Bighas 06 Cottahs 05 Chittacks 20 Square feet more or less and sale or otherwise transfer of the Apartments, Balcony/Verandah, Parking Spaces, Open Terrace, Commercial Spaces and other constructed areas therein/thereat as morefully stipulated therein.

- C. Under the Development Agreement, it has been agreed between the Vendors and the Promoter that the Promoter would develop, out of the said 14 Bighas 06 Cottahs 05 Chittacks 20 Square feet land, the Phase 1 Land measuring 04 Bighas 06 Cottahs 05 Chittacks 20 Square feet more or less described in **Part-I** the **First Schedule** hereunder written firstly. Facts about the devolution of title of the Vendors to such Phase 1 Land is described in **Part-I** of the **Fifth Schedule** hereunder written.
- D. Out of the said 04 Bighas 06 Cottahs 05 Chittacks 20 Square feet land agreed to be developed by the Promoter under the Development Agreement firstly, the Owners and the Promoter, having decided to develop and commercially exploit firstly a demarcated portion whereof measuring 01 Bigha 09 Cottahs more or less, being the Phase 1A Project, caused to be sanctioned plan for construction of the Phase 1A Project constituting of Tower 1 building and Tower 2A building each having a ground floor and four upper floors from the concerned authority as aforesaid and obtained registration of the said Phase 1A Project under the provisions of the Act on _____2023 vide Registration No. WBRERA/P/SOU/2023/000222 and commenced construction of the said Phase 1A Project.
- E. The Promoter has since caused to be sanctioned the plan for construction of the Phase 1B Project at Phase 1B Land constituting of 3 (three) Towers/Buildings being Towers No. 2B, 3 and 4 each having a ground floor and four upper floors by the South 24 Parganas, Zilla Parisad vide Building Permit No. _____dated _____2023. The said plan would be caused to be revised by the Promoter for construction of further storeys on such towers/buildings and the Allottee acknowledges that he is fully aware of the same and has no objection to such acts of the Promoter and the Vendors. Facts about devolution of the title of the Owners/Vendors to the Phase 1B Land measuring 02 Bighas 17 Cottahs 05 Chittacks 20 Square feet more or less is described in **Part-II** of the **Fifth Schedule** hereunder written.
- F. In terms of the Development Agreement dated 20th January, 2023, the Vendors and the Promoter are fully competent to enter into this Agreement for the Phase 1B Project and all the legal formalities with respect to the right title and interest of the Vendors to the Phase 1B Land have been completed.
- G. The Promoter has obtained registration of the Phase 1B Project as per the plan sanctioned by South 24 Parganas, Zilla Parisad vide Building Sanction Plan No. _____ dated _____2023 under the provisions of the Act on _____2023 vide Registration No. _____.

H. The Allottee had applied for an Apartment in Phase 1B Project vide application No. _____ dated _____ and has been allotted the Apartment No. _____ having a carpet area of _____ Square feet more or less on the _____ Floor and Exclusive Balcony/Verandah, if attached to the Apartment and if attached the same having a carpet area of _____ Square feet more or less aggregating to Net Carpet Area of _____ Square feet, in Tower - ___ and covered Parking Space for parking of ___ motor car/two wheeler all morefully and particularly mentioned and described in Clause 1.2.1 and also in the Second Schedule hereunder written and of pro rata share in the Common Areas of the Phase 1B Project.

I. Additional Disclosures/Details by the Promoter to the Allottee and the Allottee has agreed not to raise any objection in respect thereof and hereby consents to the acts deeds matters and things done by the Promoter and the Vendors in regard thereto:

- (i) The Promoter has the final layout plan, sanctioned plan of buildings/towers to be constructed at Phase 1B Land, specifications and approvals for the Project and the Promoter agrees that it shall not make any changes to the approved plans except those expressly provided hereunder and under Section 14 of the Act and other laws and rules as applicable thereto. In this regard, the Promoter has expressly disclosed to the Allottee that the existing sanctioned building plan would be revised by the Promoter for construction of further storeys on such buildings/towers.
- (ii) In addition to the Phase 1A Land and Phase 1B Land, the Promoter has under the Development Agreement, amongst other rights, the rights of development transfer and administration in respect of several pieces and parcels of land owned by the Vendors jointly and/or in species being (a) piece and parcel of land measuring 120 Cottahs more or less comprising of divided demarcated portion of R.S. Dag No. 2115 recorded in R.S. Khatian No. 2607 and (b) piece and parcel of land measuring about 80 Cottahs more or less comprising of divided and demarcated portion of R.S. Dag No. 2143 recorded in R.S. Khatian No. 2288, both such pieces and parcels of land are also in Mouza – Paschim Barisha, J.L. No. 19, R.S. Dag No. 43, Touzi Nos.235 and 239, Police Station – Thakurpukur within local limits of Ashuti-II Gram Panchayet, District South 24-Parganas, Pin Code – 700104 and are directly or indirectly connected to the Phase 1 Land, on the terms and conditions contained in the said Development Agreement (hereinafter referred to as "**Subsequent Phases Land**"). The Promoter is planning to develop, transfer and administer the Subsequent Phases Land in several phases at its sole discretion and as and when it may deem fit and proper.

- (iii) Further, the Promoter has also agreed with the Vendor hereto No. 1 hereto Dr. Raj Kumar Chhajer owning the pieces and parcels of land measuring 92 Satak (equivalent to 02 Bighas 15 Cottahs 06 Chittacks 15 Square feet more or less) connected to the Phase 1B Land and/or the Subsequent Phases Land for development, transfer and administration of the same. Such land that has been contracted by the Promoter for development and sale in due course is hereinafter referred to as "**Future Phase Land**" and shown in the plan annexed hereto duly bordered thereon in "**Orange**".
- (iv) Projects on the Subsequent Phases Land and Future Phase Land is intended to be integrated with the Projects at Phase 1A Land and Phase 1B Land and the Allottee acknowledges that he is aware of the same and has no nor shall raise any objection to the acts deeds and things done by the Promoter in regard thereto. The Allottee shall, if so and as and when required of by the Promoter execute such consents/supplementary agreements.
- (v) The Promoter would set up a club at the Phase 1A Land, Phase 1B Land and portions of Subsequent Phases Land as and being A Multi Facility Club for the common use of the owners and occupiers of Phase 1A and Phase 1B Projects as well as the owners and occupiers of the project that may be developed on Subsequent Phase Land and Future Phase Land. The Promoter shall provide the first time equipment's and infrastructure to be installed in the Club. The Promoter shall handover the management and administration of the Club to the Association of the flat buyers of all the buildings/towers as be developed by the Promoter from time to time on the total land agreed to be developed under the Development Agreement and the Future Phase Land agreed to be developed by the Promoter as aforesaid.
- (vi) Projects on Phase 1A Land and Phase 1B Land and the Subsequent Phases Land and Future Phase Land or on any part thereof, as the Promoter may from time to time decide to construct the same, shall be connected by common entry/exit gates, transformer, electric sub-station, community hall, club facilities, swimming pool, landscaping, etc. with network of driveways and pathways and there shall also be certain electrical, telecom, data, digital, water, drainage and sewerage lines and junctions as more particularly described in **PART-III** of the **Third Schedule** hereunder written (hereinafter referred to as "the **Shared Facilities**", which expression shall include any modifications, additions or alterations to the same as may be made by the Promoter from time to time) which all shall be common between

the Projects at the Phase 1A Land and Phase 1B Land and the Subsequent Phases Land and Future Phase Land or at any part thereof.

- (vii) The Allottee shall not have any proportionate ownership or interest in the Shared Facilities, but merely a limited right of common user and enjoyment thereof subject to compliance of the rules and regulations applicable thereto and payment of common expenses pertaining thereto in the manner elsewhere herein mentioned. It is clarified that the final Shared Facilities shall be determined by the Promoter in due course of time, to which the Allottee hereby consents. It is made clear that some of the elements of the Shared Facilities may be created and installed after delivery of possession of the Allotted Apartment to the Allottee.
 - (viii) The other disclosures, details and additional terms are mentioned at several places in the Agreement and in the Schedules hereto and are agreed between the parties hereto.
- J. The Allottee accepts and acknowledges all the disclosures, details and additional terms mentioned above and connected thereto and agrees not to raise any objection or dispute with regard thereto. The Allottee upon understanding the aforesaid disclosures, details and terms and the intent and purport thereof doth hereby provide to the Promoter its express consent as required under Section 14 of the Real Estate (Regulation and Development) Act, 2016 and rules and regulations for the time being applicable in West Bengal in respect of all acts, deeds and things done or that may be done by the Promoter in connection with the aforesaid disclosures, details and additional/connected terms.
- K. The Allottee acknowledges and confirms that he is entering into this agreement without relying on any of the publicity materials/advertisements published in any form or in any channel by the Promoter or the Owners or any third party in the past. The Allottee further acknowledges and confirms that the advertisements/publicity material released in the past does not provide any warranty and may not be providing complete details/disclosures as may be required under the said Act and the Allottee is not relying on the same for his decision to purchase the Allotted Apartment. The Allottee further acknowledges and confirms and undertakes to not make any claim against the Promoter or the Owners or seek cancellation of the Agreement or refund of the monies paid by him by reason of anything contained in the publicity material/advertisement published in any form or in any channel. The Allottee also acknowledges and confirms that he has not relied upon the interiors and structures depicted/illustrated in marketing collaterals/the sample flat/mock flat and its color, texture,

the fitting(s)/fixture(s) or any installations depicted therein and understands that the same is shown only as a suggested layout without any obligation on the part of the Promoter or the Owners to provide the same.

- L. The Parties have gone through all the terms and conditions set out in this Agreement including the disclosures made by the Promoter as above and understood the mutual rights and obligations detailed herein.
- M. On demand from the Allottee, the Owners and the Promoter have given inspection to the Allottee of all the documents of title relating to the Phase 1B Land, the Development Agreement, the Power of Attorney and the Building Plan, designs and specifications prepared by the Architect and of such other documents as are specified under the Act and the Allottee hereby acknowledges the same.
- N. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Phase 1B Project.
- O. The Parties, relying on the confirmations, representations and assurances of each other and 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.
- P. In accordance with the terms and conditions and disclosures set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter and the Owners hereby agree to sell and the Allottee hereby agrees to purchase the Allotted Apartment with pro rata share in the Common Areas.

SECTION-III

III. **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 and the Owners agree to sell to the Allottee and the Allottee hereby agrees to purchase, the Allotted Apartment with pro rata share in the Common Areas.

- 1.2. The Total Consideration for the Allotted Apartment is Rs _____/-
(Rupees _____)
only, plus applicable Goods and Service Tax (GST) thereon and in addition thereto the Extras
and Deposits plus applicable GST thereon (all hereinafter collectively referred to as "**Total
Price**"). The details of the Total Price of the Allotted Apartment are as follows:

- 1.2.1 The Consideration for the Allotted Apartment based on carpet area is as follows:

BLOCK NO. _____ FLOOR _____ APARTMENT NO. _____ TYPE _____ BHK	CARPET AREA _____
	BALCONY AREA _____
	NET USABLE AREA _____
Rate of Apartment of Net Usable Area	₹
Cost of Apartment	₹
Cost of _____ Four Wheeler Parking	₹
Cost of _____ Two Wheeler Parking	₹
Total Consideration	₹

- 1.2.2 **Extras:** The Total Extras payable by the Allottee to the Promoter are on the account of as mentioned below (hereinafter referred to as "**Extras**") and the same shall be payable within the period stipulated hereunder:

<p>1. Charges for power connection for the Project: This amount is payable as reimbursement for the Allottee's share of all costs, incidentals, charges and expenses including electrical sub-station, transformer cost, consultancy charges as be incurred by the Promoter for procuring power connection for the Project from CESC including proportionate share of the Security Deposit payable to CESC in respect of one or more common electric meters for providing and maintaining essential services in and for the Project.</p>	<p>Rs. _____ (Rupees _____) only payable on notice for possession or before allowing the Allottee to do fit out, whichever be earlier.</p>
<p>2. Deposit for Allotted Apartment Meter: Security Deposit directly to CESC Ltd. as may be</p>	

demanded by it on account of individual meter for the Allotted Apartment.	On Actuals
3. Power Back-up charges for providing power through Diesel Generator Set in the Allotted Apartment to the extent of __KVA.	Rs_____ (Rupees _____) only on notice for possession or before allowing the Allottee to do fit out, whichever be earlier.
4. Legal and Documentation Charges payable to the Promoter	1% of the consideration for the Allotted Apartment, of which 50% shall be payable before execution of this agreement and balance 50% on notice for possession of the Allotted Apartment or before allowing the Allottee to do fit out, whichever be earlier.
5. Charges for club facilities as be available from time to time-	Rs_____ (Rupees _____) only payable on possession or before allowing the Allottee to do fit out, whichever be earlier.
6. Association Formation Charges	Rs_____ payable on possession or before allowing the Allottee to do fit out, whichever be earlier.
7. Addition Alteration Charges – Costs charges and expenses of the Promoter for carrying out, at the request of the Allottee, any additions or alterations in the Allotted Apartment in addition to the specifications agreed to be provided herein.	As be mutually agreed between the Parties.

1.2.3 **Deposits:** The Deposits payable by the Allottee to the Promoter are on the account of as mentioned below (hereinafter referred to as "**Deposits**"). This amount shall be and/or may be adjusted against any arrear in maintenance charges and/or applicable taxes as the Promoter or the Association deems fit and proper and the same shall be payable within the period stipulated hereunder:

<p>1. Maintenance Deposit – This amount is payable as interest free deposit, with applicable GST, for the Allotted Apartment payable on or before allowing the Allottee to do fit out or on notice for possession of the Allotted Apartment, whichever be earlier.</p>	₹
<p>2. Sinking Fund Deposit – This amount is payable as interest free deposit for future repairs, replacements, improvements and developments in the project. This amount will be payable on or before allowing the Allottee to do fit out or on notice for possession of the Allotted Apartment, whichever be earlier.</p>	₹

1.2.4 **Total Tax:** The Goods and Services Tax (**GST**) or other similar taxes on the Total Consideration for the Allotted Apartment and the Extras and Deposits shall be as per the applicable rates from time to time and the Allottee undertakes and confirms to pay the same to the Promoter with each installment/payment and shall not raise any objection thereto. Presently, GST on the consideration for the Allotted Apartment mentioned in Clause 1.2.1 above is payable @1%.

Explanation of Total Price:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Allotted Apartment.
- (ii) The total consideration for the Allotted Apartment, the Extras, the Deposits and Total Tax as mentioned in clauses 1.2.1, 1.2.2, 1.2.3 and 1.2.4 above (i.e. the Total Price) includes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Phase 1B Project, by whatever name called) up to the date of handing over the possession of the Allotted Apartment to the Allottee

and the Project to the Association of the Allottees, as the case may be, after obtaining the completion certificate from the concerned authority.

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Phase 1B Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in clause 1.2.1, 1.2.2, 1.2.3 and 1.2.4 hereinabove and the Allottee shall make payment of the same upon the same being demanded by the Promoter within the time and in the manner specified herein. In addition thereto, the Promoter shall also provide to the Allottee the details of the taxes paid or demanded along with the Acts/Rules/Notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv) The Total Price of the Allotted Apartment as mentioned in clauses 1.2.1, 1.2.2, 1.2.3 and 1.2.4 includes recovery of price of indivisible proportionate share of appertaining land and the land underneath the building under construction and construction of [not only the Allotted Apartment but also proportionately] the Common Areas, General Common Areas, the Shared Facilities, internal development charges as per agreed specifications, external development charges as per agreed specifications, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with plaster of paris, tiles, doors, windows, fire detection, firefighting equipment in the common areas, power back up through Diesel Generator set for maintaining essential services for the Phase 1 Project and uses of club facility and includes cost for providing initial infrastructure in respect of all other facilities, amenities and specifications to be provided within the Allotted Apartment.
- (v) **Stamp Duty and Registration fee:** The Allottee shall bear and pay all stamp duty, registration fee and allied and incidentals expenses payable on this agreement and the deed of conveyance and other documents to be executed in pursuance hereof.

- (vi) **TDS:** If applicable tax deduction at source (**TDS**) under the Income Tax laws is deducted by the Allottee on the Consideration for Apartment payable to the Promoter, the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee shall provide proper evidence thereof to the Promoter within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee to the concerned authority or proper evidence thereof is not provided to the Promoter then the same shall be treated as default on the part of the Allottee under these presents and the amount thereof shall be treated as outstanding.
 - (vii) The Allottee shall also pay to the Promoter a Maintenance Deposit and an interest free Sinking Fund Deposit as mentioned in clause 1.2.3 above and the same shall be transferred to the Association upon its formation and taking charge of the acts relating to the Common Purposes after adjusting all its dues on account of maintenance charges, common expenses and property tax pertaining to the Allotted Apartment.
- 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 concerned 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 shall make the payment of the Total Consideration for the Allotted Apartment mentioned in clause 1.2.1 above plus the Taxes as per the payment plan set out in the **Eight Schedule** hereunder written.
- 1.5 The Allottee, unless otherwise mentioned herein, shall make payment of the Extras and Deposits mentioned in clauses 1.2.2 and 1.2.3 respectively above plus the applicable taxes mentioned in clause 1.2.4 above to the Promoter on or before allowing the Allottee to do fit out within the Allotted Apartment or within 90 days of the issuance of the notice by the Promoter to take possession of the Allotted Apartment after the issuance of the Occupancy Certificate by the concerned authority and before taking possession thereof, whichever be earlier.
- 1.6 Except as disclosed in this agreement (including in Recital I above and its sub-paragraphs), it is agreed that the Promoter shall not make any additions and alterations in the sanctioned

building plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein in respect of the Allotted Apartment without the previous written consent of the Allottee Provided that the Promoter may, at its sole discretion, against extra costs payable by the Allottee make such minor additions or alterations in the Allotted Apartment as may be required by the Allottee or such minor changes or alterations as per the provisions of the Act and the Rules.

- 1.7 The Promoter shall confirm to the final Net Carpet Area of the Allotted Apartment that has been allotted to the Allottee after construction of the Building is complete and the completion / occupancy certificate is granted by the concerned authority, by furnishing details of the changes, if any, in the Net Carpet Area. The Total Price payable for the Net Carpet Area of the Allotted Apartment shall be recalculated upon confirmation by the Promoter. If there is reduction in the Net Carpet Area of the Allotted Apartment then the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was found to have been paid by the Allottee. If there is any increase in the Net Carpet Area of the Allotted Apartment the Promoter shall demand the increased amount for such increase from the Allottee as per the next milestone of the Payment Plan as provided in the **Eight Schedule** hereunder written. All these monetary adjustments shall be made at the same rate per square feet as agreed in clause 1.2.1 and 1.2.2 of this Agreement.

In case of any dispute on the measurement of the Net Carpet Area of the Allotted Apartment the same shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Net Carpet Area.

- 1.8 Subject to clause 9.3 herein, the Promoter agrees and acknowledges that the Allottee shall have the following rights to the Allotted Apartment:

- (i) The Allottee shall have exclusive ownership of the Allotted Apartment.
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other Apartment Acquirers, occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter and the Vendors shall convey title in the Common Areas to the association of the Apartment Acquirers after duly obtaining the completion certificate from the competent authority as provided in the Act.

- (iii) The computation of the Total Price of the Allotted Apartment includes recovery of price of indivisible proportionate share of appertaining land and the land underneath the building under construction and construction [not only the Allotted Apartment but also proportionately] of the Common Areas, Shared Facilities, internal development charges, external development charges, cost of providing electric wiring, lifts, water line and plumbing, finishing with plaster of paris, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, power back-up through Diesel Generator Set for maintaining essential services for the Project and includes cost for providing initial infrastructure necessary for other facilities as provided within the Phase 1 Project;
- (iv) The Allottee shall have the right to visit the project site to assess the extent of development of the Phase 1 Project and also of his Allotted Apartment upon giving prior intimation of 02 (two) days to the Promoter. The Promoter including project staffs shall not be liable for any untoward incident or accident at the project site.

1.9 It is made clear by the Promoter and the Owners and the Allottee agrees that the Allotted Apartment and the Parking Space, if any shall be treated as a single indivisible Apartment for all purposes. It is agreed that subject to the provisions contained in Recital I above and its paragraphs, the Project is an independent, self-contained Project covering the Phase 1B Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that the Common Areas as mentioned in Part-I of the Third Schedule hereunder written shall be available only for use and enjoyment of the Apartment Acquirers of the Phase 1B Project and the Shared Facilities as mentioned in part-II of the Third Schedule shall be available for use and enjoyment of the Apartment Acquirers of the Phase 1A Project and Phase 1B Project and the projects at the subsequent and future phases land.

It is understood by the Allottee that all other areas i.e. the Shared Facilities etc. 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 outgoings accruing due for the period before transferring the physical possession of the Allotted Apartment to the Allottee, which it has collected from the Allottee for the payment of outgoings {including municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan (if taken by the Promoter) and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Allotted

Apartment and created by the Promoter}. If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan (if taken by the Promoter) and interest thereon before transferring the Allotted Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

- 1.11 The Allottee has paid to the Promoter a sum of Rs. _____/- (Rupees _____) only as part payment towards the consideration for the Allotted Apartment mentioned in clause 1.2.1 above with applicable Goods and Service Taxes, until or at the time of execution of the agreement (the receipt of which the Promoter hereby acknowledges) and the Allottee hereby agrees to pay the remaining price of the Allotted Apartment as prescribed in the Payment Plan mentioned in the **Eighth Schedule** hereunder written 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 applicable interest rates.

2. MODE OF PAYMENT:

- 2.1 Subject to the terms of the Agreement and the Promoter abiding by relevant applicable construction milestones, the Allottee shall make all payments within 15 days of receiving written demand from the Promoter upon the Promoter reaching each milestone stipulated in the Payment Plan through Account Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of the Promoter, KLK Realty (OPC) Private Limited and the same be payable at Kotak Mahindra Bank, Brabourne Road Branch, Kolkata. The Owners and the Promoter shall apportion their respective shares in the amounts receivable from the Allottee hereunder amongst themselves as mutually agreed between them under the Development Agreement. An intimation forwarded by the Promoter to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof. The issuance of such intimation by email or on any other digital platform at the address, email address or phone of the Allottee shall be sufficient intimation for the purpose of this clause by the Promoter upon the Allottee, and non-receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if he/she is a Non-Resident Indian, shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any

statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of this Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the Statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. 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 of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Promoter accepts no responsibility in regard to matters specified in clause 3.1 hereinabove. The Allottee shall keep the Promoter fully indemnified and harmless with regard to the matters referred in clause 3.1 hereinabove. In case there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any of the Allottee and such third party shall not have any right in the Allotted 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 and appropriate all payments made by him under any head of dues against lawful outstanding of the Allottee for the Allotted Apartment, if any, in his name, including on account of interest and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any other manner.

- 5. TIME IS ESSENCE:** Time is of essence for the Promoter, the Vendors and the Allottee. The Promoter shall abide by the time schedule for completing the Phase 1B Project and handing over the Allotted Apartment to the Allottee and the common areas to the Association of the Apartment Acquirers after receiving the Occupancy Certificate or Completion Certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalments and other dues payable by him and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in the Eighth Schedule (Payment Plan).

6. CONSTRUCTION OF THE PROJECT / APARTMENT: The Allottee has seen the specifications of the Allotted Apartment (stated in **Part-III** of the **Third Schedule**) and accepted the Payment Plan, floor plan (annexed with this Agreement), layout plans which has been approved by the Competent Authority. The Allottee has also understood that the Tower in which the Allotted Apartment is situated forms part of the Phase 1B Project. The Promoter shall develop the Phase 1B Project in accordance with the said layout plan, floor plan and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by the plans approved and as may be approved as per the provisions contained herein by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the rules of the concerned authority and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under this Agreement and the Act and the Rules and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE ALLOTTED APARTMENT:

7.1 Schedule for possession of the Allotted Apartment: The Promoter agrees and understands that timely delivery of possession of the Allotted Apartment to the Allottee is the essence of the Agreement. The Promoter assures to hand over possession of the Allotted Apartment within 31 December 2028 unless there is delay or failure due to Force Majeure including changes in Government Policies, war, flood, drought, fire, cyclone, earthquake, pandemic, epidemic, or any other calamity caused by nature affecting the regular development of the Project (**Force Majeure**). However, if the Allotted Apartment is made ready prior to the completion date mentioned above, the Allottee undertakes and covenants not to make or raise any objection to the consequent preponed payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter-alia to the progress of construction and the same is not a time linked plan and if 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 Allotted 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 becomes impossible for the Promoter to implement the Project due to Force Majeure conditions then this agreement shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the Allottee (less any tax received from the Allottee) within 45 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty (30) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he shall not have any rights, claims etc.

against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and 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.

- 7.2 **Procedure for taking possession:** The Promoter, upon obtaining the occupancy certificate from the concerned authority, shall offer in writing the possession of the Allotted Apartment to the Allottee in terms of this Agreement to be taken within 3 (three) months of the Promoter issuing the Notice for Possession and the Promoter shall give possession of the Allotted Apartment to the Allottee upon receiving payment of the Total Price including the Extras and Deposits for the Allotted Apartment and also paying the applicable stamp duty, registration charges, legal charges, allied expenses and incidentals to the Promoter. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter.
- 7.3 **Failure of Allottee to take Possession of Allotted Apartment:** Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall within the period mentioned in such intimation take possession of the Allotted Apartment from the Promoter by making payment of the balance amount of Total Price including the Extras and Deposits, and by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Allotted Apartment and the Parking Space, if any 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.

7.4 **Possession by the Allottee:** After obtaining the occupancy certificate and handing over physical possession of the Allotted Apartment to the Allottee, it shall be the responsibility of the Promoter and the Owners to hand over the necessary documents and plans, including the Common Areas to the Association of Allottees or the competent authority, as the case may be, as per the local laws.

7.5 **Cancellation by the Allottee:**

7.5.1 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 shall be entitled to forfeit the Booking amount equal to ten (10) percent of the consideration for the Allotted Apartment and deduct from the balance consideration all interest liabilities of the Allottee accrued till the date of cancellation and legal charges paid to the Promoter and/or its Advocates and the amount of stamp duty, registration fee and allied expenses and incidentals and legal charges payable on deed of cancellation of this agreement and the applicable GST payable on such amounts. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee without interest within 45 (forty-five) days of such cancellation.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and 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.

7.6 **Compensation** – The Promoter/Owners shall compensate the Allottee in case of any loss caused to him due to defective title of the land contained in the Phase 1B Land, on which the Project is being developed or has been developed, and which defect was known to the Promoter and the Promoter had willfully not disclosed the same to the Allottee, 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.

7.6.1 Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Allotted 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 the Promoter in respect of the Designated Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Allotted Apartment and the Parking Facility, if any.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Owners have absolute, clear and marketable title with respect to the Phase 1B Land. The Promoter has requisite rights to carry out development upon the Phase 1B Land and has physical possession of the land for the Project.
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Phase 1B Land.
- (iii) There are no encumbrances upon the Phase 1B Land and also upon the Allotted Apartment Provided that if any encumbrance is created by the Promoter for the purpose of taking construction finance for the Project from any Bank or Financial Institution then and in such event the Promoter shall be obligated to cause to be redeemed/released the mortgage/charge on the Allotted Apartment from the mortgagee at or before the delivery of possession of the Allotted Apartment to the Allottee.
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project at the Phase 1B Land and Allotted Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project at Phase 1B Land, Allotted Apartment and Common Areas.
- (v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right and interest of the Allottee created herein, may prejudicially be affected.
- (vi) The Owners/Promoter have not entered into any agreement for sale in respect of the Allotted Apartment (save these presents) and/or development agreement which is subsisting (save and except the above recited Development Agreement) or any other agreement/arrangement with any person or party with respect to the Phase 1B Land

including the Phase 1B Project and the Allotted Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

- (vii) The Owners/Promoter confirm that they are not restricted in any manner whatsoever from selling the Allotted Apartment to the Allottee in the manner contemplated in this Agreement;
- (viii) At the time of or before the execution of the conveyance deed, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Allotted Apartment to the Allottee and the Common Areas to the Association subject to the same being formed and becoming operationalization for the acts relating to the Common Purposes.
- (ix) Phase 1 Land is not owned by any minor.
- (x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authorities till the completion certificate has been issued by the competent authority and shall pay proportionate share thereof (attributable to the Allotted Apartment) till the period mentioned in the intimation notice to the Allottee to take possession of the Allotted Apartment or the actual date of delivery of possession, whichever be earlier.
- (xi) 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 Phase 1B Land) has been received by or served upon the Owners/Promoter in respect of the Phase 1B Land and/or the Project.
- (xii) The Phase 1B Land is not waqf property.
- (xiii) There are no litigations pending before any Court of law with respect to the Project Land, Project thereat or the Allotted Apartment;

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Except for occurrence of a Force Majeure event, the Promoter shall be considered under a condition of default ("**Default**"), in the following events:

- (i) Promoter fails to provide ready to move in possession of the Allotted Apartment to the Allottee within the time period specified in Clause 7.1. 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 his registration under the provisions of the Act or the Rules or Regulations made thereunder.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund, subject to the second proviso below, the entire money, except the legal charges, paid by the Allottee under any head whatsoever towards the sale 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 the Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid by the Promoter interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and 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.

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 any of the payments within the due dates as per the Payment Plan mentioned in the Eighth Schedule hereto or fails to make payment of the Extras & Deposits in terms hereof despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the Applicable Interest Rates prescribed in the Rules.
- (ii) In case of default by the Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter and the Owners may cancel the allotment of the Apartment in favour of the Allottee and in the event of the cancellation, this agreement shall stand cancelled and the Promoter shall become entitled to and shall forfeit 10% (ten percent) of the consideration for the Allotted Apartment and deduct from the balance consideration all interest liabilities of the Allottee accrued till the date of cancellation and legal charges paid to the Promoter and the amount of stamp duty, registration fee and allied expenses and incidentals and legal charges payable on deed of cancellation of this agreement and the applicable GST payable on such amounts. The balance amount of money paid by the Allottee shall, subject to proviso below, be returned by the Promoter to the Allottee

without interest within 12 (twelve) months of such cancellation or on transfer of the Said Apartment to a new Apartment Acquirer, whichever is earlier. However, may it be clarified that upon the Promoter and the Owners cancelling this agreement, the Promoter and the Owners shall become free to enter into agreement for transfer of the same Allotted Apartment to a new prospective Apartment Acquirer and to that the Allottee shall not be entitled to raise any objection or dispute and that the balance amount returnable by the Promoter as aforesaid shall be payable subject to the execution and registration of the Deed of Cancellation.

Provided that the Promoter and the Owners shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and 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.

10. CONVEYANCE OF THE ALLOTTED APARTMENT:

The Owners and the Promoter, on receipt of Total Price of the Allotted Apartment by the Promoter as per clause 1.2 and sub-clauses 1.2.1, 1.2.2, 1.2.3, and 1.2.4 above under the Agreement from the Allottee, shall execute a deed of conveyance and convey the title of the Allotted Apartment to the Allottee and the title in the Common Areas and the land contained in the Phase 1 Land to the Association of the Allottees within the time period as stated in local laws.

PROVIDED THAT, in the absence of local law, the deed of conveyance in favour of the Allottee shall be carried out by the Owners and the Promoter within 3 (three) months from the date of issuance of completion/occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and allied and incidental expenses within the period mentioned in the notice, the Allottee hereby authorizes the Owners and the Promoter to withhold execution and registration of the deed of conveyance in his favour till payment of stamp duty, registration charges and allied and incidental expenses to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE PROJECT:

- 11.1 The Promoter shall be responsible to provide and maintain essential services in the Project upon the issuance of the completion certificate of the Project till the formation of the

Association of the Allottees and its becoming operational for the acts relating to the Common Purposes and the Allottees shall be liable to pay to the Promoter the charges for such maintenance, property tax, common expenses and other outgoings in respect of the Allotted Apartment as and in the manner mentioned in **Part-I** of the **Sixth Schedule** hereunder written.

- 11.2 The Allottee acknowledges that providing and maintaining essential services is for the benefit of all the Allottees and as such it is desirable that a Facility Maintenance Agency be appointed and in this regard the Allottee authorizes the Promoter to appoint a Facility Management Agency.
- 11.3 The Allottee acknowledges that the Promoter shall be entitled to appoint a Facility Management Agency for providing and maintaining essential services on such terms and conditions as the Promoter in its absolute discretion may deem fit and proper who upon being so appointed shall be and remain responsible for maintaining the essential services subject to payment of the charges to the Promoter for such maintenance, property tax, common expenses and other outgoings in respect of the Allotted Apartment as mentioned in **Part-I** of the **Sixth Schedule** hereunder written.
- 11.4 After formation of the Association of the Allottees, the Association of the Allottees will take control of the Common Areas and shall remain liable for providing and maintaining the essential services.

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 relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the issuance of the occupancy/completion certificate by the concerned authority and the same being occurred due to the acts of the Promoter and so certified by the Architect for the time being for the Project, it shall be the duty of the Promoter to proceed to rectify such defects without further charge within 30 (thirty) days and in the event of Promoter's failure to proceed to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Provided that 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 not

using the Allotted Apartment or due to reasons not solely attributable to the Promoter or if the related annual maintenance contracts and the licenses are not validly maintained by the Maintenance-in-Charge.

Provided Further that it is declared by the Promoter and the Allottee hereby acknowledges that any manufacturing or other defect in any branded inputs or fixtures or services of a third party; and/or any equipments (including but not limited to generators, motors, sewage treatment plants, transformers and gym equipment) which carry manufacturer's guarantees for a limited period; and/or fittings relating to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear; or any other defects due to occurrence of force majeure event(s) shall not be covered under this clause.

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, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained hereinabove in this clause.

- 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 his right to the use of Common areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Maintenance-in-Charge and performance by the Allottee of all his obligations in respect of the terms and conditions specified by the Promoter or maintenance agency or the association of the Allottees from time to time.
- 14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:** The Promoter/Facility Maintenance Agency/Association of Allottees shall have rights of unrestricted access of all Common Areas, covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Promoter/Association of Allottees and/or Facility 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 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, space for DG set, underground water tanks, pump room, 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 parking spaces in any manner whatsoever (other than those earmarked as parking space exclusively for the

Allottee) and the parking spaces shall be reserved by the Promoter for the uses of the Apartment Acquirers against consideration and the service areas shall be reserved for use by the Maintenance-in-Charge for rendering maintenance services.

16. COMPLIANCE WITH RESPECT TO THE APARTMENT:

16.1 Subject to clause 12 hereinabove, the Allottee shall, after taking possession of the Allotted Apartment, comply with the Common House Rules as mentioned in **Part-II** of the **Sixth Schedule** hereunder written and maintain the Allotted Apartment at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building or the Allotted Apartment or the Common Areas including staircases, lifts, common passages, corridors, circulation areas or the compound, which may be in violation of any laws or rules of any authority or change or alter or make additions to the Allotted Apartment and shall keep the Allotted Apartment, its walls and partitions, sewers, drains, pipes, cables 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 Building is not in any way damaged or jeopardized.

16.2 The Allottee further undertakes, assures and guarantees that, unless so expressly permitted by the Promoter, he would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face or façade of the Building or anywhere on the exterior of the Project, building therein or the Common Areas. The Allottee shall also not change the colour scheme of the outer walls of the Building or painting of the exterior side of the windows of the Allotted Apartment or carry out any change in the exterior elevation or design of the Building. Further the Allottee shall not store any hazardous or combustible goods in the Allotted Apartment or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Allotted Apartment.

16.3 The Allottee shall plan and distribute its electrical load in conformity with the electricity systems installed by the Promoter.

16.4 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 PARTIES: The Parties are entering into this Agreement for the sale of the Allotted Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the projects in general and this project in

particular. The Allottee hereby undertakes that he shall comply with and carry out, from time to time after he has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any Competent Authority in respect of the Apartment at his own cost.

- 18. ADDITIONAL CONSTRUCTIONS:** The Promoter undertakes that it shall not make any additions or put up additional structure(s) in the Phase 1B Project except for as provided elsewhere in this agreement and/or in the Act and after the Revised/Modified Building Plan, layout plan, sanction plan are approved by the concerned authority and the same has been disclosed to the Allottee by this agreement itself.
- 19. RAISING OF FINANCE BY ALLOTTEE:** The Allottee may obtain finance from any financial institution/bank or any other source but the Allottee's obligation to purchase the Allotted Apartment pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such finance and the Allottee shall remain bound by this Agreement whether or not he has been able to obtain finance for the purchase of the Apartment.
- 20. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:** After the Owners and the Promoter execute this Agreement, it shall not mortgage or create a charge on the Allotted 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 at the time of handing over possession of the Allotted Apartment who has agreed to take such Allotted Apartment.
- 21. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):** The Promoter has assured the Allottee that the Project in its entirety can be registered in accordance with the provisions of the West Bengal Apartment Ownership act, 1972 showing compliance of various laws/regulations as applicable in the State of West Bengal and within the knowledge of the Promoter.
- 22. BINDING EFFECT:** Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Owners, the Promoter or the Allottee until, Firstly, the Allottee signs and delivers to the Promoter this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan, legal charges and the requisite stamp duty, registration fee and allied charges and incidentals to be paid and incurred for registration of this agreement within 30 (thirty) days from the date of receipt of this agreement by the Allottee and Secondly, appears for registration of the same before the concerned registration office as and when intimated by the Promoter. If the Allottee(s) 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 concerned registration office 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 for purchase of the Allotted Apartment shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount (less any tax received from the Allottee) shall be returned to the Allottee without any interest or compensation whatsoever.

Provided that all amounts collected as taxes, charges, levies, cess, assessments and impositions and 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.

- 23. ENTIRE AGREEMENT:** This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Allotted Apartment.
- 24. RIGHT TO AMEND:** This Agreement may only be amended through written consent of the Parties.
- 25. 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 Allotted Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Allotted Apartment, in case of a transfer, as the said obligations go along with the Allotted Apartment for all intents and purposes.
- 26. WAIVER NOT A LIMITATION TO ENFORCE:**
- 26.1 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 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.

- 26.2 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.
- 27. SEVERABILITY:** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
- 28. METHOD OF CALCULATION OF "PRORATA" or "PROPORTIONATE SHARE" WHEREVER REFERRED TO IN THE AGREEMENT:** Wherever in this agreement it is stipulated that the share of the allottee in the common areas, the Common Expenses or the land contained in the Phase 1 Land, the same shall be the proportion which the Net Carpet Area of the allotted apartment bears to the total Net Carpet Area of all the apartments in the Phase 1B Project.
- 29. FURTHER ASSURANCES:** All the 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.
- 30. PLACE OF EXECUTION:** The execution of this Agreement shall be completed only upon its execution by the Owners and the Promoter through their respective authorized 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 Owners and the Promoter or simultaneously with the execution, the said Agreement shall be registered at the registration office having jurisdiction to register the same. Hence this Agreement shall be deemed to have been executed at Kolkata.
- 31. NOTICES:** That all notices to be served on the Allottee, the Owners and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter or the Owners by Speed Post or Registered Post at their respective addresses specified above. It shall be the duty of the Allottee, the Owners and the Promoter

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

- 32. JOINT ALLOTTEES:** That in case there are Joint Allottees, all communications shall be sent by the Promoter and/or the Owners to the Allottee whose name appears first and at the address given by him which for all intents and purposes shall be considered to have been properly served on all the Allottees.
- 33. 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.
- 34. DISPUTE RESOLUTION:** All or any disputes arising out of 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 under the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. Such Arbitration shall be held at Kolkata and shall be in English language.
- 35. OTHER TERMS AND CONDITIONS:** The Parties have agreed and hereby and hereunder confirm that certain terms and conditions as per the contractual understanding between the parties have been incorporated in this agreement as well as in the Recitals above and in the Schedules hereto and the same shall be fully binding on the parties hereto.
- 35.1 To be read with 7.2 The Allottee, as from the date of taking possession, agrees to pay from such date the maintenance charges and property taxes and other outgoings mentioned in **Part-I** of the **Sixth Schedule** hereunder written to the Promoter/Association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 30 days of receiving the occupancy certificate of the Project or the Tower in which the Allotted Apartment is situated.
- 35.2 To be read with 7.3 in addition to making payment of interest to the Promoter on the unpaid amount at the Applicable Interest Rates prescribed in the Rules, continue to be liable to pay maintenance charges and all property taxes and outgoings in respect of the Allotted Apartment with effect from the expiry of notice period of 3 months and any wear and tear to the Allotted Apartment shall be at the sole risk of the Allottee and the Promoter shall have no liability or concern thereof.

SECTION-IV

THE FIRST SCHEDULE ABOVE REFERRED TO:

PART – I

(Phase 1 Land)

ALL THOSE pieces and parcels of contiguous land containing an area of 04 Bighas 06 Cottahs 05 Chittacks 20 Square feet more or less comprised of divided demarcated portion of R.S. Dag No.2122 recorded in R.S. Khatian No. 2194, in Mouza Paschim Barisha, J.L. No.19, R.S. No. 43, Touzi No.235, Police Station Thakurpukur (formerly Behala), within local limits of Ashuti - II Gram Panchayat, District

South 24 Parganas, Pin Code - 700104 and shown in the plan annexed hereto duly bordered thereon in '**Red**' and butted and bounded as follows:

- On the **North** : By portion of R.S. Dag No. 2115 in Mouza Paschim Barisha.
 On the **South** : By portion of R.S. Dag No. 2122 in Mouza Paschim Barisha;
 On the **East** : By portion of R.S. Dag No. 2122 in Mouza Paschim Barisha and 20'
 (twenty feet) wide common road;
 On the **West** : By 30' (thirty feet) wide common road.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situate butted bounded called known numbered described or distinguished.

PART – I (Phase 1B Land)

PART-II

(PHASE 1B LAND)

ALL THOSE pieces and parcels of contiguous land containing an area of 02 Bigha 17 Cottahs 05 Chittacks 20 Square Feet more or less comprised of divided demarcated portion of R.S. Dag No.2122 recorded in R.S. Khatian No. 2194, in Mouza Paschim Barisha, J.L. No.19, R.S. No. 43, Touzi No.235, Police Station Thakurpukur (formerly Behala), within local limits of Ashuti - II Gram Panchayat, District South 24 Parganas, Pin Code - 700104 and shown in the plan annexed hereto duly bordered thereon in '**Blue**' and butted and bounded as follows:

- On the **North** : By portion of R.S. Dag No. _____ in Mouza Paschim Barisha.
 On the **South** : By portion of R.S. Dag No. _____ in Mouza Paschim Barisha;
 On the **East** : By portion of R.S. Dag No. _____ in Mouza Paschim Barisha and 20'
 (twenty feet) wide common road;
 On the **West** : By _____.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situate butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(ALLOTTED APARTMENT)

ALL THAT the residential Apartment being Apartment No. _____ on the _____ floor having a carpet area of _____ Square feet more or less Together With Exclusive Balcony/Verandah if attached thereto and if attached the same having a carpet area of

_____ Square feet more or less in Tower – “__” at the Phase 1B Land (the said Flat and the Exclusive Balcony/Verandah, if any are shown in the Plan annexed hereto, being **Annexure 'B'** duly bordered thereon in “Red” and “Blue” respectively) **Together With** Parking Space for parking of _____ motor car/two wheeler on the ground floor of such Tower /at the multilevel parking space, location whereof is shown in the plan annexed hereto being Annexure “C” duly bordered there in “Green”. For the purpose of registration of this agreement for sale, the super built-up area of the said Apartment (with balcony, if any) is _____ **Square feet more or less.**

THE THIRD SCHEDULE ABOVE REFERRED TO:

PART-I

(COMMON AREAS FOR THE PHASE 1B PROJECT)

1. Entrance Lobby of each Tower/block at the ground level of each Tower.
2. Staircases, landings and passage and stair-cover on the ultimate roof of each Tower.
3. Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the lifts of each Tower.
4. Lifts, with machineries, accessories and equipment's and lifts well for installing the same in each Tower.
5. Electrical installations with main switch and meter and space required therefor in each Tower and space for Common Electric Meter(s).
6. Deep tube well for water supply with water distribution pipes to overhead water tanks with water distribution pipes from such overhead water tanks connecting to the different Units of each Tower.
7. Separate underground water reservoir for domestic use and for fire water supply for Phase 1B Project.
8. Ultimate Roof of each Tower.
9. Fire Detection & Protection System, Fire Refuge Platform and Staircase as per WBFES recommendation.
10. DG Set, its panels, accessories and wirings and space for installation of the same.
11. Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the Phase 1 Project.

PART-II

(Shared Facilities meant to be for the projects at the Phase 1A Land, Phase 1B Land and Subsequent Phases Land and Future Phase Land as the case be and to be used in common by the Allottees of the projects thereat)

1. The entry/exit gates with security points/guards and driveways, paths and passages except those reserved by the Promoter for exclusive use.
2. Transformer, electrical sub-station and installations and the accessories and wirings in respect of the Projects and the space required therefore.
3. Meditation Area.
4. Visitor's Car Parking Area to the extent identified by the Promoter.
5. Club facilities and swimming pool.
6. Landscape areas (soft and hard) with beautification, Trees, Water Fountains, Play area, Lawns, plaza area, zin garden, sit out-wall art, healing garden, excessive lawn, elder's sit out, herb garden, artist corner.
7. Certain electrical, telecom, data, digital, water, drainage and sewerage lines and junctions common to the Project with the Subsequent Phases Land and Future Phase Lands.
8. Waste water and sewerage evacuation pipes and drains from the Units to drains and sewers to the existing drains.
9. 2 Septic Tanks, manholes and pits.
10. Common Toilets.
11. CCTV at ground floor level with central security surveillance.
12. Fire Pump Room in the Ground Floor of Tower 2B for Phase 1B Project.
13. Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Shared Facilities.

PART-III

(Specifications)

Structure:	Earth Quake Resistance RCC Frame Structure with deep Piling
Wall Finishing:	Internal Wall Cement Plaster Finished with POP External Wall Cement Plaster finished with Waterproof paint
Flooring:	Vitrified Tiles with Anti-skid tiles in the Balcony Area
Bathroom:	Wall Glazed tiles dado up to door height with Anti-Skid floor Tiles
Kitchen :	Granite Counter with Stainless Steel sink and Wall Glazed tiles dado up to 2 feet height from counter

Electrical Fittings:	Concealed insulated copper wiring with Modular switches of reputed Make. Additionally: 1 No. AC point in master bedroom; 1 No. Geyser point in bathroom; Exhaust fan points in all bathrooms and kitchen. T.V. point in Living room 1 No. Washing Machine Point
CP & Sanitary Fittings:	CP & Sanitary Fittings of reputed Make.
Doors:	Decorative Main Flush door with internal flush Door
Windows & balconies:	Sliding Windows with UV protective Glass and aluminum Frame Safety glass railing up to 3 feet height.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(COMMON EXPENSES)

1. **MAINTENANCE:** All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, painting, repainting, lighting, upkeep etc. of the main structure of the Buildings including the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas at the Project, the Shared Facilities and the parking spaces including lifts, generators, intercom, CCTV, water pump with motors, fire equipment and accessories, and all related, gutters and water pipes for all purposes, equipments and accessories, machinery, tools and tackles, drains and electric cables conduits and wires whether open or concealed and/or enjoyed or used by the Allottee in common with other occupiers or serving more than one Unit/apartment and/or enjoyed or used by the Allottee in common.
2. **OPERATIONAL:** All costs, charges and expenses for running and operating all machines equipment's gadgets and installations comprised in the Common Areas (including lifts, generators, intercom, water pump with motor, fittings, fixtures etc.), the Shared Facilities and mechanical car parking system.
3. **STAFF:** The salaries, remuneration and other costs and expenses of the Maintenance Agency, staffs, professionals, consultants and other persons to be employed or engaged for the Common Purposes including their bonus and other emoluments and benefits.
4. **ASSOCIATION:** Establishment and all other expenses of the Association and also similar

expenses of the Maintenance In-charge looking after the Common Purposes, until handing over the same to the Association.

5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the Project Land (save those assessed separately in respect of any Unit).
6. **AMC & INSURANCE:** Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Project (except individual units) and/or any Common Areas and/or Shared Facilities and also the Parking Spaces or any part thereof against normal degeneration or damages and/or force majeure events and/or any contingencies.
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **PARKING SPACES:** All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair, replacement renovation, overhaul, in respect of the Parking Spaces including parking spaces in the Mechanical Parking System and also on development of personnel and agency for its operation, security, protection and other purposes.
10. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Vendors, the Promoter, the Maintenance In-charge for the Common Purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

PART-I

**(Facts about Devolution of Title to the Phase 1B Land,
measuring 04 Bighas 06 Cottahs 05 Chittacks 20 Square feet)**

- A.** (Smt.) Amraw Devi Chhajer (since deceased) wife of Sampatlal Chhajer also known as Sampat Mal Chhajer was the absolute owner and in 'khas' vacant peaceful possession of, amongst other properties, **All That** piece and parcel of 'Sali' land containing an area of 32 Cottahs 09 Chittacks 06 Square Feet more or less comprised of divided demarcated portion of R.S. Dag No. 2122 recorded in R.S. Khatian No. 2194, in Mouza - Paschim Barisha, J.L. No. 19, R.S. No. 43, Touzi No. 235, Police Station - Thakurpukur (formerly Behala) within local limits of Ashuti-II Gram Panchayat, District South 24-Parganas (hereinafter referred to as the "**said Amraw Devi Chhajer's Property**") **Together with** perpetual and heritable right to use and enjoy the 20' (twenty feet) wide common road lying on the eastern side of the said Amraw Devi Chhajer's

Property leading from Bakrahat Road to the said Amraw Devi Chhajer's Property, having purchased the same by the following two Deeds of Conveyance:

- (i) Deed of Conveyance dated 19th May 2004 and registered with the District Sub-Registrar-II, Alipore in Book I vide Deed No. 04195 for the year 2006 and
- (ii) Deed of Conveyance dated 30th October 2013 and registered with the Additional Registrar of Assurances-I, Kolkata in Book I, CD Volume No. 19, Page from 8667 to 8684 vide Deed No. 10136 for the year 2013.

A1. By a Deed of Gift dated 19th June 2018 and registered with the District Sub-Registrar-II, Alipore in Book I, Volume No. 1602-2018, Page 229818 to 229842, Being No. 160206858 for the year 2018, said Amraw Devi Chhajer in consideration of her natural love and affection towards her son- Vinay Jain, two grand-daughters- Akshita Jain, Pallavi Chhajer and one grandson- Harsh Chhajer granted conveyed and transferred by way of gift unto and in favour of them **All That** undivided 19 Cottahs 01 Chittacks 06 Square feet more or less (equivalent to 58.55% undivided share) of 'Sali' land out of the said Amraw Devi Chhajer's Property together with perpetual and heritable right to use and enjoy the Twenty Feet Common Road, absolutely and forever, in following undivided shares and proportion:

Sl. No.	Name	Undivided Area of land	Undivided Share in said Amraw Devi Chhajer's Property
1.	Vinay Jain	06 Cottahs 08 Chittacks	19.95%
2.	Akshita Jain	06 Cottahs 08 Chittacks	19.95%
3.	Pallavi Chhajer	03 Cottahs 03 Chittacks 25 Square feet	09.90%
4.	Harsh Chhajer	02 Cottahs 13 Chittacks 26 Square feet	<u>08.75%</u>
	Total:	19 Cottahs 01 Chittack 06 Square feet	58.55%

A2. By a Deed of Exchange dated 10th August 2018 made between said Amraw Devi Chhajer as first party therein and Dinesh Patel (HUF) as second party therein and registered with the District Sub-Registrar-II, Alipore in Book I, Volume No. 1602-2018, Page 296415 to 296439, Being No. 160208837 for the year 2018, said Amraw Devi Chhajer in exchange of undivided 07 Cottahs more or less (equivalent to 23.33% undivided share) of 'Sali' land of said Dinesh Patel (HUF) out of 30 Cottahs comprised in divided demarcated portion of R.S. Dag No. 2115 recorded in R.S. Khatian No. 2607,

in Mouza Paschim Barisha granted conveyed transferred and released unto and in favour of the said Dinesh Patel (HUF) **All That** undivided 07 Cottahs more or less (equivalent to 21.50% undivided share) of 'Sali' land out of the said Amraw Devi Chhajer's Property together with perpetual and heritable right to use and enjoy the Twenty Feet Common Road, absolutely and forever.

- A3. By a Deed of Conveyance dated 27th November 2018 made between (Smt.) Bharati Mondal and 10 others as vendors therein and said (i) Amraw Devi Chhajer, (ii) Vinay Jain, (iii) Akshita Jain, (iv) Harsh Chhajer, (v) Pallavi Chhajer and (vi) Dinesh Patil (HUF) as purchasers therein and registered with the District Sub Registrar II in Book I, Volume No. 1602-2018, Page 384662 to 384709 Being No. 160211467 for the year 2018, said Bharati Mondal and 10 others for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of the said Amraw Devi Chhajer and five others, the landed property lying adjacent to the said Amraw Devi Chhajer's Property being **All That** piece and parcel of 'Sali' land containing an area of 01 Cottah 06 Chittacks 20 Square Feet more or less comprised of divided demarcated portion of said R.S. Dag No. 2122 recorded in R.S Khatian No. 2194 in Mouza Paschim Barisha, together with perpetual and heritable right to use and enjoy the 30' (thirty feet) wide common road lying on the western side of the said 01 Cottah 06 Chittacks 20 Square feet land, absolutely and forever, in the following undivided shares and proportion:

Sl. No.	Name	Undivided Area of land	Undivided Share
1.	Amraw Devi Chhajer	04 Chittacks 22 Square feet	19.95%
2.	Vinay Jain	04 Chittacks 22 Square feet	19.95%
3.	Akshita Jain	04 Chittacks 21 Square feet	19.95%
4.	Harsh Chhajer	01 Chittacks 43 Square feet	08.75%
5.	Pallavi Chhajer	02 Chittacks 10 Square feet	09.90%
6.	Dinesh Patel (HUF)	04 Chittacks 37 Square feet	<u>21.50%</u>
	Total:	01 Cottah 06 Chittacks 20 Square feet	100%

- A4. In the premises, (i) said Amraw Devi Chhajer, (ii) Vinay Jain, (iii) Akshita Jain, (iv) Harsh Chhajer, (v) Pallavi Chhajer and (vi) Dinesh Patil (HUF), became the absolute owners of divided demarcated portion of the Phase 1 Land being **All That** piece and parcel of 'Sali' land containing an area of 33 Cottahs 15 Chittacks 26 Square Feet more or less comprised of divided demarcated portion of said R.S. Dag No. 2122 recorded in R.S. Khatian No. 2194, in Mouza Paschim Barisha, together with perpetual and heritable right to use and enjoy the Common Roads leading from Bakrahat Road to the Phase 1 Land, in the following undivided shares and proportion:

Sl. No.	Name	Undivided Area of land	Undivided Share in portion of Phase 1 Land measuring 33 Cottahs 15 Chittacks 26 Square Feet more or less
1.	Amraw Devi Chhajer	06 Cottahs 12 Chittacks 22 Square feet	19.95%
2.	Vinay Jain	06 Cottahs 12 Chittacks 22 Square feet	19.95%
3.	Akshita Jain	06 Cottahs 12 Chittacks 21 Square feet	19.95%
4.	Pallavi Chhajer	03 Cottahs 05 Chittacks 35 Square feet	09.90%
5.	Harsh Chhajer	02 Cottahs 15 Chittacks 24 Square feet	08.75%
6.	Dinesh Patel HUF	07 Cottahs 04 Chittacks 37 Square feet	<u>21.50%</u>
	Total:	33 Cottahs 15 Chittacks 26 Square Feet	100%

A5. Amraw Devi Chhajer, a Hindu governed by the Mitakshara School of Hindu law, died intestate on 25.05.2022 leaving her surviving her husband Shri Sampat Mal Chhajer, sons Dr. Raj Kumar Chhajer and Vinay Jain and one daughter Sm. Chanda Baid, as her only heirs heiress and legal representatives who all upon her death inherited and became entitled to, amongst other properties, her 19.95% share in the portion of the Phase 1 Land measuring 06 Cottahs 12 Chittacks 22 Square feet, absolutely in equal shares.

A6. By a Deed of Gift dated 12th January 2023 and registered with the Additional District Sub Registrar, Behala in Book I, Being No.1607000723 for the year 2023, said Sampat Mal Chhajer, Vinay Jain and Sm. Chanda Baid in consideration of their natural love and affection towards Dr. Raj Kumar Chhajer (being the son of Sampat Mal Chhajer and the full blood brother of Vinay Jain and Sm. Chanda Baid) granted conveyed and transferred by way of gift unto and in favour of Dr. Raj Kumar Chhajer, amongst other properties, **All That** piece and parcel of land containing an area of 05 Cottahs 01 Chittacks 17 Square feet more or less (i.e. three fourth share of land measuring 06 Cottahs 12 Chittacks 22 Square feet more or less) comprising of portion of the said R.S. Dag No. 2122 recorded in R.S. Khatian No. 2194, in Mouza Paschim Barisha,

together with perpetual and heritable right to use and enjoy the Common Roads, absolutely and forever.

A7. In the premises, (i) said Dr. Raj Kumar Chhajer, (ii) Vinay Jain, (iii) Akshita Jain, (iv) Harsh Chhajer, (v) Pallavi Chhajer and (vi) Dinesh Patil (HUF), became the absolute owners of divided demarcated portion of the Phase 1 Land containing an area of 33 Cottahs 15 Chittacks 26 Square Feet more or less, in the following undivided shares and proportion:

Sl. No.	Name	Undivided Area of land	Undivided Share in divided demarcated portion of Phase 1 Land measuring 33 Cottahs 15 Chittacks 26 Square Feet more or less
1.	Dr. Raj Kumar Chhajer	06 Cottahs 12 Chittacks 22 Square feet	19.95%
2.	Vinay Jain	06 Cottahs 12 Chittacks 22 Square feet	19.95%
3.	Akshita Jain	06 Cottahs 12 Chittacks 21 Square feet	19.95%
4.	Pallavi Chhajer	03 Cottahs 05 Chittacks 35 Square feet	09.90%
5.	Harsh Chhajer	02 Cottahs 15 Chittacks 24 Square feet	08.75%
6.	Dinesh Patel HUF	07 Cottahs 04 Chittacks 37 Square feet	<u>21.50%</u>
	Total:	33 Cottahs 15 Chittacks 26 Square Feet	100%

A8. The said 6 (six) persons caused to be converted the use of said 33 Cottahs 15 Chittacks 26 Square feet of "Sali" land into "Bastu".

B. (Smt.) Mita Roy Chhajer wife of Dr. Raj Kumar Chhajer was the absolute owner and in 'khas' vacant peaceful possession of, amongst other properties, **All That** piece and parcel of 'Sali' land containing an area of 20 Cottahs more or less comprised of a divided demarcated portion of R.S. Dag No. 2122 recorded in R.S. Khatian No. 2194, in Mouza Paschim Barisha, J.L. No. 19, R.S. No. 43, Touzi No. 235, Police Station - Thakurpukur (formerly Behala) within the local

limits of Ashuti-II Gram Panchayat, District South 24 Parganas (hereinafter referred to as the "**said Mita Roy Chhajer's Property**") together with perpetual and heritable right to use and enjoy the 20' (twenty) feet wide common road lying on the eastern side of the said Mita Roy Chhajer's Property leading from Bakrahat Road to the said Mita Roy Chhajer's Property, having purchased the same by a Deed of Conveyance dated 19th May 2006 made between Adhir Chandra Mondal son of late Hazu Mondal as vendor therein and said Mita Roy Chhajer as purchaser therein and registered with the District Sub-Registrar-II, Alipore in Book No. I vide Deed No. 04194 for the year 2006.

B1. By a Deed of Gift dated 29th June 2018 made between said Mita Roy Chhajer as donor therein and Suchitra Chongdar and Anita Roy as donees therein and registered with the District Sub-Registrar-II, Alipore, South 24-Parganas in Book I, Volume No. 1602-2018, Page 248205 to 248226, Being No. 160207440 for the year 2018, said Mita Roy Chhajer in consideration of her natural love and affection towards her sisters Suchitra Chongdar and Anita Roy granted conveyed and transferred unto and in favour of them **All That** undivided 13 Cottahs 03 Chittacks 09 Square feet more or less (equivalent to 66% undivided share) of 'Sali' land out of the said Mita Roy Chhajer's Property together with perpetual and heritable right to use and enjoy the Twenty Feet Common Road, absolutely and forever, in the following undivided shares and proportion:

Sl. No.	Name	Undivided Area of Land	Undivided Share in said Mita Roy Chhajer's Property
1	Suchitra Chongdar	06 Cottahs 09 Chittacks 27 Square feet	33%
2	Anita Roy	06 Cottahs 09 Chittacks 27 Square feet	<u>33%</u>
	Total:	13 Cottahs 03 Chittacks 09 Square feet	66%

B2. By a Deed of Conveyance dated 27th November, 2018 made between (Smt.) Bharati Mondal and 10 others as vendors therein and said (i) Mita Roy Chhajer, (ii) Suchitra Chongdar and (iii) Anita Roy as purchasers therein and registered with the District Sub Registrar II in Book I, Volume No. 1602-2018, Page 384586 to 384626 Being No. 160211465 for the year 2018, said Bharati Mondal and 10 others for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of the said Mita Roy Chhajer and two others, the landed property lying adjacent to the said Mita Roy Chhajer's Property being **All That** piece and parcel of 'Sali' land containing an area of 01 Cottah 09 Chittacks 22 Square Feet more or less comprised of divided demarcated portion the said of R.S. Dag No. 2122 recorded in R.S Khatian No. 2194 in

Mouza Paschim Barisha, together with perpetual and heritable right to use and enjoy the 30' (thirty feet) wide common road lying on the western side of the said 01 Cottah 09 Chittacks 22 Square feet land, absolutely and forever, in the following undivided shares and proportion:

Sl. No.	Name	Area of land	Undivided share
1.	Mita Roy Chhajer	08 Chittacks 29 Square feet	34%
2.	Suchitra Chongdar	08 Chittacks 19 Square feet	33%
3.	Anita Roy	08 Chittacks 19 Square feet	33%
	Total:	01 Cottah 09 Chittacks 22 Square Feet	100%

B3. In the premises, (i) said Mita Roy Chhajer, (ii) Suchitra Chongdar and (iii) Anita Roy, being the Second Parties hereto, have become the absolute owners of divided demarcated portion of the Phase 1A Land being **All That** piece and parcel of 'Sali' land containing an area of 21 Cottahs 09 Chittacks 22 Square Feet more or less comprised of divided demarcated portion of the said R.S. Dag No. 2122 recorded in R.S. Khatian No. 2194, in Mouza Paschim Barisha, together with perpetual and heritable right to use and enjoy the Common Roads leading from Bakrahat Road to the Phase 1 Land, in the following undivided shares and proportion:

Sl. No.	Name	Undivided Area of land	Undivided Share in divided demarcated portion of Phase 1 Land measuring 21 Cottahs 09 Chittacks 22 Square Feet more or less
1.	Mita Roy Chhajer	07 Cottahs 05 Chittacks 20 Square feet	34%
2.	Suchitra Chongdar	07 Cottahs 02 Chittacks 01 Square feet	33%
3.	Anita Roy	07 Cottahs 02 Chittacks 01 Square feet	<u>33%</u>
	Total:	21 Cottahs 09 Chittacks 22 Square Feet	100%

B4. The said 3 (three) persons caused to be converted the use of said 21 Cottahs 09 Chittacks 22 Square feet of "Sali" land into "Bastu".

C. Vijay Singh Baid (HUF) a Hindu Undivided Family having its office at 36/2A Ram Krishna Samadhi Road, Kolkata - 700054 was the absolute owner and in 'khas' vacant peaceful

possession of, amongst other properties, **All That** piece and parcel of 'Sali' land containing an area of 30 Cottahs more or less comprised of divided demarcated portion of R.S. Dag 2122 recorded in R.S. Khatian No. 2194, in Mouza Paschim Barisha, J.L. No. 19, R.S. No. 43, Touzi No. 235, Police Station - Thakurpukur (formerly Behala) within local limits of Ashuti-II Gram Panchayat, District South 24-Parganas (hereinafter referred to as the "**said Vijay Singh Baid (HUF) Property**") together with perpetual and heritable right to use and enjoy 20 (Twenty) feet wide common road lying on the eastern side of the said Vijay Singh Baid (HUF) Property leading from Bakrahat Road to the said Vijay Singh Baid (HUF) Property, having purchased the same by a Deed of Sale dated 12th October 2007 made between Sudhir Chandra Mondal son of last Hazu Mondal as vendor therein and said Vijay Singh Baid (HUF) as purchaser therein and registered with the District Sub-Registrar-II, Alipore in Book I, CD Volume No. 16, Page 4747 to 4761, Being No. 04457 for the year 2009.

- C1. By a Deed of Gift dated 29th June 2018 and registered with the District Sub-Registrar-II, Alipore in Book I, Volume No. 1602-2018, Page 235709 to 235735, Being No. 160207036 for the year 2018, said Vijay Singh Baid (HUF) granted conveyed and transferred by way of gift unto and in favour of its coparceners Mahak Baid and Mayank Baid **All That** undivided 09 Cottahs more or less (equivalent to 30% undivided share) of 'Sali' land' out of the said Vijay Singh Baid (HUF) Property together with perpetual and heritable right to use and enjoy the Twenty Feet Common Road, absolutely and forever, in following undivided shares and proportion:-

Sl. No.	Name	Undivided Area of Land	Undivided Share in said Vijay Singh (HUF Property)
1	Mahak Baid	04 Cottahs 08 Chittacks	15%
2	Mayank Baid	04 Cottahs 08 Chittacks	15%
	Total:	09 Cottahs	30%

- C2. By a Deed of Exchange dated 10th August 2018 made between said Vijay Singh Baid (HUF) as first party therein and Suraj Nahata as second party therein and registered with the District Sub-Registrar-II, Alipore in Book I, Volume No. 1602-2018, Page 296318 to 296343, Being No. 160208838 for the year 2018, said Vijay Singh Baid (HUF) in exchange of undivided 07 Cottahs more or less (equivalent to 23.33% undivided share) of 'Sali' land of said Suraj Nahata out of 30 Cottahs comprised in divided demarcated portion of R.S. Dag No. 2115 recorded in R.S. Khatian No. 2607, in Mouza Paschim Barisha, granted conveyed transferred and released unto and in favour of the said Suraj Nahata **All That** undivided 07 Cottahs more or less (equivalent to 23.33% undivided share) of 'Sali' land out of the said Vijay Singh Baid (HUF) Property together with perpetual and heritable right to use and enjoy the Twenty Feet Common Road, absolutely and forever.

- C3. By another Deed of Exchange dated 10th August 2018 made between said Vijay Singh Baid (HUF) as first party therein and Manoj Kumar Chhalani (HUF) as second party therein and registered with the District Sub-Registrar-II, Alipore in Book I, Volume No. 1602-2018, Page 296344 to 296370, Being No. 160208839 for the year 2018, said Vijay Singh Baid (HUF) in exchange of undivided 07 Cottahs more or less (equivalent to 17.50% undivided share) of 'Sali' land of said Manoj Kumar Chhalani (HUF) out of 40 Cottahs comprised in divided demarcated portion of R.S. Dag No. 2143 recorded in R.S. Khatian No. 2288, in Mouza Paschim Barisha, granted conveyed transferred and released unto and in favour of the said Manoj Kumar Chhalani (HUF) **All That** undivided 07 Cottahs more or less (equivalent to 23.33% undivided share) of 'Sali' land out of the said Vijay Singh Baid (HUF) Property together with perpetual and heritable right to use and enjoy the Twenty Feet Common Road, absolutely and forever.
- C4. By a Deed of Conveyance dated 27th November 2018 made between (Smt.) Bharati Mondal and 10 others as vendors therein and said (i) Vijay Singh Baid (HUF), (ii) Mayank Baid, (iii) Mahak Baid, (iv) Suraj Nahata and (v) Manoj Kumar Chhalani (HUF) as purchasers therein and registered with the District Sub Registrar II in Book I, Volume No. 1602-2018, Page 384476 to 384522 Being No. 160211462 for the year 2018, said Bharati Mondal and 10 others for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of the said Vijay Singh Baid (HUF) and four others, the landed property lying adjacent to the said Vijay Singh Baid (HUF) Property being **All That** piece and parcel of 'Sali' land containing an area of 12 Chittacks 17 Square Feet more or less comprised of divided demarcated portion of the said R.S. Dag No. 2122 recorded in R.S Khatian No. 2194, in Mouza Paschim Barisha, together with perpetual and heritable right to use and enjoy the 30' (thirty feet) wide common road lying on the western side of the said 12 Chittacks 17 Square feet land, absolutely and forever, in the following undivided shares and proportion:

Sl. No.	Name	Area of land	Undivided Share
1.	Vijay Singh Baid (HUF)	02 Chittacks 40 Square feet	23.33%
2.	Suraj Nahata	02 Chittacks 40 Square feet	23.33%
3.	Manoj Kumar Chhalani (HUF)	02 Chittacks 40 Square feet	23.34%
4.	Mayank Baid	01 Chittack 38.55 Square feet	15%
5.	Mahak Baid	01 Chittack 38.55 Square feet	15%
	Total:	12 Chittacks 17 Square feet	100%

C5. In the premises said (i) Vijay Singh Baid (HUF), (ii) Mayank Baid, (iii) Mahak Baid, (iv) Suraj Nahata and (v) Manoj Kumar Chhalani (HUF), being the Third Parties hereto, have become the absolute owners of divided demarcated portion of the Phase 1A Land being **All That** piece and parcel of 'Sali' land containing an area of 30 Cottahs 12 Chittacks 17 Square Feet more or less comprised of divided demarcated portion of R.S. Dag No. 2122 recorded in R.S. Khatian No. 2194, in Mouza Paschim Barisha, J.L. No. 19, R.S. No. 43, Touzi No. 235, Police Station - Thakurpukur (formerly Behala) within the local limits of Ashuti-II Gram Panchayat, District South 24-Parganas together with perpetual and heritable right to use and enjoy the Common Roads leading from Bakrahat Road to the Phase 1 Land, in the following undivided shares and proportion:

Sl. No.	Name	Area of land	Undivided Share in divided demarcated portion of Phase 1 Land measuring 30 Cottahs 12 Chittacks 17 Square Feet more or less
1.	Vijay Singh Baid (HUF)	07 Cottahs 02 Chittacks 40 Square feet	23.33%
2.	Suraj Nahata	07 Cottahs 02 Chittacks 40 Square feet	23.33%
3.	Manoj Kumar Chhalani (HUF)	07 Cottahs 02 Chittacks 40 Square feet	23.34%
4.	Mayank Baid	04 Cottahs 09 Chittacks 38.50 Square feet	15%
5.	Mahak Baid	04 Cottahs 09 Chittacks 38.50 Square feet	15%
	Total	30 Cottahs 12 Chittacks 17 Square feet	100%

C6. The said 5 (five) persons caused to be converted the use of said 30 Cottahs 12 Chittacks 17 Square feet "Sali" land into "Bastu".

PART-II

(Facts about devolution of title to Phase 1B Land measuring 02 Bigha 17 Cottahs 05**Chittacks 20 Square Feet)**

The Phase 1B Land measuring 02 Bigha 17 Cottahs 05 Chittacks 20 Square Feet more or less is owned by the Vendors/Owners hereto as per the particulars mentioned below and comprises of:

- (i) the piece and parcels of land measuring 01 Bigha 13 Cottahs 15 Chittacks 26 Square Feet more or less described in Clause A7 of **Part-I** of this Fifth Schedule jointly owned by the Owners/Vendors No. 1 to 6 hereto (shown in the plan annexed hereto duly bordered therein "**Brown**") in the same share/proportion as mentioned in said Clause A7;
- (ii) divided demarcated portion of the land described in clause B3 of Part – I of this Fifth Schedule jointly owned by the Owners/Vendors No. 7, 8 and 9 measuring 17 Cottahs 12 Chittacks 43 Square feet more or less out of 21 Cottahs 09 Chittacks 22 Square Feet more or less (shown in the plan annexed hereto duly bordered thereon on in '**Yellow**') in the same share/proportion as mentioned in the said Clause B3;
- (iii) divided demarcated portion of the land described in clause C5 of Part – I of this Fifth Schedule jointly owned by the Owners No. 9, 10, 11, 12, 13 and 14 measuring 05 Cottahs 08 Chittacks 41 Square feet more or less out of 30 Cottahs 12 Chittacks 17 Square feet more or less (shown in the plan annexed hereto duly bordered therein in "**Pink**") in the same share/proportion as mentioned in the said Clause C-5;

all comprised of divided demarcated portion of R.S. Dag No. 2122 recorded in R.S. Khatian No. 2194, in Mouza Paschim Barisha, J.L. No. 19, R.S. No. 43, Touzi No. 235, Police Station - Thakurpukur (formerly Behala) within the local limits of Ashuti-II Gram Panchayat, District South 24-Parganas

Particulars

Name	Undivided Share in	Undivided Share	Undivided Share in
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	the divided demarcated portion of Phase 1B Land measuring 33 Cottahs 15 Chittacks 26 Sft.	in the divided demarcated portion of Phase 1B Land measuring 17 Cottahs 12 Chittacks 43 Sft.	the divided demarcated portion of Phase 1A Land measuring 05 Cottahs 08 Chittacks 41 Sft.
Dr. Raj Kumar Chhajer (HUF)	19.95% equivalent to 06 C 12 Ch 22 Sft.	NIL	NIL
Vinay Jain	19.95% equivalent to 06 C 12 Ch 22 Sft.	NIL	NIL
Akshita Jain	19.95% equivalent to 06 C 12 Ch 22 Sft.	NIL	NIL
Pallavi Chhajer	9.90% equivalent to 03 C 05 Ch 35 Sft.	NIL	NIL
Harsh Chhajer	8.75% equivalent to 02 C 15 Ch 24 Sft.	NIL	NIL
Dinesh Patel (HUF)	21.5% equivalent to 07 C 15 Ch 26 Sft.	NIL	NIL
Mita Roy	NIL	34% equivalent to 06 C 00 Chi 39 Sft.	NIL
Suchitra Chongdar	NIL	33% equivalent to 05 C 14 Chi 02 Sft.	NIL
Anita Roy	NIL	33% equivalent to 05 C 14 Chi 02 Sft.	NIL
Vijay Singh Baid (HUF)	NIL	NIL	23.33% equivalent to 01 C 04 Chi 34 Sft.
Suraj Nahata	NIL	NIL	23.33% equivalent to 01 C 04 Chi 34 Sft.
Manoj Kumar Chhalani (HUF)	NIL	NIL	23.34% equivalent to 01 C 04 Chi 34 Sft.
Mayank Baid			15% equivalent to

	NIL	NIL	13 Chi 14.5 Sft.
Mahak Baid	NIL	NIL	15% equivalent to 13 Chi 14.5 Sft.
Total	100% equivalent to 01 Bigha 13 Cottahs 15 Chittacks 26 Sft.	100% equivalent to 17 Cottahs 12 Chittacks 43 Sft.	100% equivalent to 05 Cottahs 08 Chittacks 41 Sft.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

PART-I

(Payment of Taxes and Outgoings)

1. **TAXES AND OUTGOINGS:** The Allottee binds himself and covenants to bear and pay and discharge the following expenses and outgoings: -

- (a) Proportionate share of all Common Expenses (including those mentioned in **Fourth Schedule** hereinabove written) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-charge, maintenance charges calculated @ Rs.2.50 (Rupees two and paise fifty) only per Square foot per month of the super built-up area of the Allotted Apartment, being _____square feet (hereinafter referred to as "the **Common Area Maintenance Charges" or "CAM Charges"**). It is expressly agreed and clarified that the said minimum rate is based on the costs, charges and expenses as are required to be incurred in October 2023 for providing and maintaining the essential services in the Project and the same shall be subject to revision at the time of delivery of possession of Allotted Apartment to the Allottee and from time to time thereafter as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the expenses incurred for providing and maintaining essential common services to the Apartment Acquirers.

It is clarified that such minimum rate of maintenance charge does not include carrying out of any major repair, replacement, renovation or like of the Common Areas or the Common Installations (including painting of the exterior of the Building) and the same shall be borne proportionately by the Allottee separately and paid to the Maintenance In-charge.

- (b) The charges for provision of back-up power to the extent of power (KVA) mentioned in Item No. 3 of Clause 1.2.2 of Section-III of this agreement to be provided to the Allotted Apartment during power failure/load shedding from the Diesel Generator Set. Such charges shall be calculated taking into account the costs (both fixed and variable, including the cost of diesel, consumables and other stores) of running and maintaining the DG Sets and be billed accordingly on the Allottee proportionately on the basis of power allotted in the Allotted Apartment or shall be ascertained by such other suitable mechanism as may be so decided by the Promoter or the Maintenance In-charge.
- (c) Property tax, municipal rates and taxes and water tax, if any, assessed on or in respect of the Allotted Apartment directly to the concerned authority Provided That so long as the Allotted Apartment is not assessed separately for the purpose of such rates and taxes, the Allottee is liable to and shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the Project.
- (d) Charges for water and any other utilities consumed by the Allottee and/or attributable or relatable to the Allotted Apartment against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Allotted Apartment and/or its Appurtenances wholly and if in common with the other Apartment Acquirers proportionately, to the Maintenance In-charge or the appropriate authorities as the case may be.
- (e) All other taxes impositions levies cess fees expenses and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Allotted Apartment by the Allottee wholly in case the same relates to the Allotted Apartment and proportionately in case the same relates to the Project or the Common Areas thereof.
- (f) The Allottee shall also be liable to pay applicable Goods and Services Tax and/or other taxes which are now or may hereafter become payable on any of the aforesaid payments rates taxes impositions and/or outgoings.
- (g) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the

aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

- 2.1 All payments mentioned in this Schedule shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Allottee or in the letter box in the ground floor earmarked for the Allotted Apartment without any delay, demur or default and the Allottee in any event shall be liable to indemnify and keep saved harmless and indemnified the Promoter, the Association and the Maintenance-in-Charge and all other Apartment Acquirers for all losses damages costs claims demands and proceedings as may be suffered by them or any of them due to non-payment or delay in payment of all or any of such amounts and outgoings. Any discrepancy or dispute that the Allottee may have on such bills shall be sorted out within a reasonable time but payment shall not be with-held by the Allottee owing thereto. Any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof.
- 2.2 The liability of the Allottee to pay the aforesaid outgoings and impositions shall accrue with effect from the date of delivery of possession of the Allotted Apartment by the Promoter to the Allottee or from the expiry of 90 days from the date of the Promoter giving the Notice for Possession to the Allottee in terms of clause 7.2 of Section III hereinabove, whichever be earlier.

PART-II

(House Rules for the user of the Allotted Apartment)

1. Right of Allottee to use Common Areas and essential services:

- (a) The Allottee doth hereby agree and confirm to acquire the Apartment on the specific understanding that his right to the use of Common Areas and Shared Facilities and availing the essential services provided and maintained by the Maintenance In-charge shall be subject to timely payment of CAM Charges, as billed in terms hereof by the Promoter or Facility Maintenance Agency or the Association of the Allottees as the case may be and performance by the Allottee of all his obligations in respect of the terms and conditions contained in this agreement and specified by the Maintenance In charge or the Association of Allottees from time to time.
- (b) The Allottee acknowledges that upkeep of the Common Areas and the Shared Facilities and availing the essential services provided and maintained by the Maintenance In-charge is for the benefit of all the Apartment Acquirers in the Project

and non-payment thereof by the Allottee would adversely affect the services and maintenance and/or interest of the other Apartment Owner and as such in the event of any default on the part of the Allottee in making timely payment of such CAM Charges, the Allottee shall be liable to pay interest at the rate of 18% per annum on the amounts remaining outstanding.

And if such default shall continue for a period of three (3) months then and in that event the Allottee shall not be entitled to avail of any of the facilities and/or utilities available to the Allottee and the Maintenance In-charge (whether it be the Promoter and/or Facility Maintenance Agency and/or the Associations of the Allottees as the case may be) shall be entitled to and the Allottee hereby consents:

- (i) to withdraw the lift facilities and other common services and/or facilities to the Allotted Apartment of the Allottee and/or to the members of its family including the Allottee's visitors, servants and agents;
- (ii) to demand and directly realize rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the Allotted Apartment.
- (iii) to disrupt the supply of water and/or power back-up through the generator in the Allotted Apartment of the Allottee etc.
- (iv) to claim all expenses including attorney's fees paid and/or incurred by the Maintenance In-charge in respect of any proceedings brought about to realise such unpaid CAM Charges or to enforce any lien in respect of such unpaid CAM Charges.

And such services and/or facilities shall not be restored until such time the Allottee has made payment of all the amounts lying in arrears together with interest accrued at the aforesaid rate and the cost charges and expenses incurred by the Maintenance In-charge for disconnecting or disrupting such services and/or facilities and also for restoring the same.

2. Allottee's Covenants For Usage of the Allotted Apartment:

2.1 After the Allottee has taken over possession of the Allotted Apartment, the Allottee as a separate covenant has agreed:

- a) To co-operate at all times with the other allottees/occupiers of the other Apartments Acquirers and the Promoter and the Maintenance In-charge in the management maintenance control and administration of the Project.

- b) To observe and abide by the rules and regulations framed from time to time by the Maintenance In-charge for the user and maintenance of the Project.
- c) To use the Allotted Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever and shall not do or permit to be done any noisy illegal or immoral activity at the Allotted Apartment or any activity which may cause nuisance or annoyance to the other Apartment Acquirers.
- d) To apply for and obtain at his own costs separate assessment and mutation of the Allotted Apartment in his name in the records of concerned authority within 06 (six) months from the date of conveyance.
- e) To keep the Common Areas and Shared Facilities and services and facilities availing therefrom, open spaces, parking areas, paths, passages, landscaping, staircases, lobby, landings etc. in the Project free from obstructions and encroachments and in a clean and orderly manner.
- f) To abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, concerned Municipality/Panchayat/Authority, WBSEB, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Allotted Apartment as well as the user operation and maintenance of lifts, generator, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
- (g) To keep the Allotted Apartment Flat in a clean, tidy and repaired condition and to clean both sides of all windows and window frames and all other glass and other panels in the said Allotted Apartment.

2.2 The Allottee hereby further covenants by way of negative covenants as follows:

- a) NOT to sub-divide the said Allotted Apartment or the Parking space or any part thereof.
- b) NOT to do any act deed or thing or obstruct the construction and completion of the Phase 1 Project or any project at the Subsequent and Future Phases Land in any manner whatsoever notwithstanding any temporary obstruction in the Allottee's enjoyment of the Allotted Apartment.
- c) NOT to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the Project and/or compound or any portion of the Building except in the space for garbage to be provided in the ground floor of the said building.
- d) NOT to hang from or attach to the beams columns or rafters nor store or keep any articles or machinery within the Allotted Apartment which are heavy or likely to affect or endanger or damage the building or any part thereof.

- e) NOT to fix or install air conditioners in the Allotted Apartment save and except at the places, which have been specified in the Allotted Apartment for such installation.
- f) NOT to keep or allow goods, articles or materials of any description to be stored, stocked or displayed on any of the common parts.
- g) NOT to do or cause anything to be done in or around the said Apartment which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the Allotted Apartment or any portion over below or adjacent to the Allotted Apartment.
- h) NOT to use the Allotted Apartment or any part or portion thereof for any political meeting nor for any trade or business.
- i) NOT to permit any sale by auction or public meeting or exhibition by display to be held upon the Allotted Apartment nor to permit or suffer to be done into or upon the Allotted Apartment or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, unreasonable annoyance or unreasonable inconvenience to the other Allottees and/or occupiers.
- j) NOT to keep in the Allotted Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable, radioactive or explosive which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the Allotted Apartment and/or any other Apartment in the said Project.
- k) NOT to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the Project.
- l) NOT to close or permit the closing of verandahs or balconies or the Common Areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs or balconies or any external walls or the fences of external doors and windows including grills of the Allotted Apartment which in the opinion of the Maintenance In-charge differs from the colour scheme of the building or may affect the elevation in respect of the exterior walls of the said building.
- m) NOT to install grills which are protruding the windows, such grills to be fitted only inside the windows and shall be of such design as shall be approved by the Promoter and / or the Architect.
- n) NOT to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the Allotted Apartment or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.

- o) NOT to remove or shift any load bearing wall of the Allotted Apartment nor to make in the Allotted Apartment any structural addition and/or alteration such as beams, columns, partition walls etc. thereof or improvement of a permanent nature except with the prior approval in writing of the Promoter and/or any concerned authority.
- p) NOT to fix or install any antenna on the roof or terrace of the building excepting that the Allottee and all other Apartment Acquirers shall jointly be entitled to avail of the central antenna facilities if so provided by the service providers to them at their costs.
- q) NOT to use the said Allotted Apartment or permit the same to be used as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever.
- r) NOT to display or permit any person to display raw meat or sacrificial animals in the Allotted Apartment or in any part of the common areas of the Project.
- s) NOT to commit or permit to be committed any form of alteration or changes in the beams, columns, pillars of the building passing through the Allotted Apartment or the Common Areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving any other Apartment in or portion of the Project.
- t) NOT to carry or cause to be carried any wiring for electricity, broadband connection, cable TV or for any other purpose by cutting holes in the exterior walls of the Allotted Apartment or walls of the common areas except through from the electrical ducts only.
- u) NOT to install or keep or operate any generator in the Allotted Apartment or in any Common Areas.

2.3 Allottee's Covenants For Usage of the Parking Space, if allotted:

- a) The Parking Space if allotted to the Allottee shall be used only for the purpose of parking of a passenger car or two-wheeler as the case be of the Allottee and shall not be used for for any other purpose whatsoever.
- b) The Allottee shall not use or permit anybody to use the Parking Space for storage, rest, recreation, sleep of servants, drivers or else one nor shall cover up and/or make any construction on its parking space.
- c) The Allottee shall not park nor shall permit anybody to park car or two wheeler in his Parking Space in a manner, which may obstruct the movement of other car(s)/two wheeler(s) nor shall park car/two wheeler on the passage, pathway or open spaces of the building or at any other spaces except the space allotted to it.
- d) In the event of the Allottee washing car or two wheeler or permitting anybody to do so

in that event it will be obligatory on the part of the Allottee to clean up the entire space.

- e) The Allottee agrees not to grant, transfer, let out or part with the Parking Space if any, independent of the Allotted Apartment nor vice versa, with the only exception being that the Allottee may grant transfer let out or part with the Parking Space, if any or the Allotted Apartment independent of the other or others to any other Apartment Acquirers of the Building and none else.
- f) The Allottee agrees to abide by all the rules and regulations as may be made applicable from time to time for the use of the Parking Spaces by the Maintenance In-charge.

- 3. Breach of House Rules:** The Allottee shall be fully responsible for and liable to pay all loss or damage arising out of breach of any of the aforesaid House Rules.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

(Other terms and conditions)

- 1. Additions or Replacements:** As and when any plant and machinery, including but not limited to, transformer, electrical sub-station, DG set, lifts, pumps, firefighting equipments or any other plant, machinery and/or equipment of capital nature etc. require major repairs, renovation, replacement, up gradation, additions etc. or as and when painting of the exterior of the building is required, the cost thereof shall be contributed by all the Apartment Acquirers in the Project on proportionate basis as specified by the Promoter and upon its formation by the Association and its taking charge of the acts relating to the Common Purposes and the concerned persons, at the material time, shall have the sole authority to decide the necessity of such replacement, upgradation, additions, painting etc. including its timings or cost thereof and the Allottee agrees to abide by the same. It is clarified that the CAM charges as be fixed and charged to the Apartment Acquirers does not include the above cost.

2. Maintenance and Association

- 2.1** Upon completion of the Project and obtaining of the completion certificate of the Project and formation and operationalization of the Association of the Allottees, the Promoter will hand over management for maintenance of the Project to the Association for which the Allottee may be required to execute an instrument. The Allottee will be required to complete the formalities of becoming a member of the Association. The Allottee shall observe and abide by all the byelaws, rules and regulations prescribed by the Association in regard to user and enjoyment of the Allotted Apartment and common areas in the Project.

2.2 In the event the Association has been formed but there are Apartments in the Building that are not sold by the Promoter, till such time the unsold Apartments are not sold, all outgoings pertaining to the unsold Apartments shall be payable by the Promoter. Further the Allottee and/or the Association shall not do any act deed or thing which may restrict or impede sale or otherwise transfer of the unsold Apartments to any of the prospective Allottees.

2.3 For availing essential services and maintenance of the Common Areas and Shared Facilities, the Allottee shall be liable to remit per month the CAM Charges to the Promoter or the Facility Maintenance Agency and upon its formation to the Association.

3. Interim Maintenance Period:

3.1 During the interim maintenance and providing essential services period between obtaining of the completion certificate of the Project and formation and operationalization of the Association, the Promoter itself or through a Facility Management Agency shall provide and maintain essential services in the Project.

3.2 The Rules/Bye Laws to regulate the use and maintenance of the Common Areas and Shared Facilities and provide essential services shall during the interim maintenance period shall be such as may be framed by the Promoter itself or through the Facility Management Agency with such restrictions as it deems fit and proper and all the Allottees are bound to follow the same. After the maintenance and management of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws as may be framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.

3.3 For the avoidance of any doubt, it is clarified that if within the time period of 90 days specified by the Promoter in the notice issued by the Promoter to the Allottee and the other Apartment Acquirers, the Apartment Acquirers fails and/or neglects to take over from the Promoter the hand over and/or transfer, as the case may be, of the Common Areas and the responsibilities of maintenance and providing essential services then on the expiry of the aforesaid period, the Promoter shall no longer be liable or responsible for the same. Each of such liabilities, responsibilities, obligations etc. shall on and from such date be and/or be deemed to stand vested in all the Apartment Acquirers including the Allottee hereto. Further, as and when the Promoter deems fit and proper, the Promoter will also transfer to the Association upon its formation and taking charge of the acts relating to the Common Purposes the Sinking Fund Deposit amount made by the Allottee without any interest thereon, after adjusting all amounts then remaining due and payable by the Allottee to the Promoter together with interest accrued thereon, and the amounts thus transferred, shall be held by the Association, to the account of the Allottee, for the purposes therefore.

4. Nomination by Allottee:

- (a) This Agreement is personal to the Allottee and in no event the Allottee shall be entitled to enter into any agreement for sale, transfer and/or nominate any other person in its place and stead without the consent of the Promoter, in writing, for a period of two years from the date of execution hereof. After expiry of the said period of two years, the Promoter though not obligated may accord such permission for nomination subject to the Allottee making payment of a sum calculated @ 2% (two percent) of the Consideration agreed between the Allottee and his buyer for the Allotted Apartment (hereinafter referred to as the Nomination Costs) alongwith the applicable taxes and the Nomination Costs will be exclusive of the **expenses** which the Promoter and the Owners may have to incur in causing the Nomination Agreement to be vetted by their Advocates and also the amounts which may have to be incurred by the Promoter on account of administrative expenses while granting such permission for nomination.
- (b) The Allottee hereby covenants that such nomination costs are fair and reasonable.
- (c) Upon such nomination being effected, such Nominee shall be deemed to have been substituted in place and stead of the Allottee hereto.

5. Conditions on Transfer by Allottee: The Allottee shall not be entitled to let out, sell, transfer, assign or part with possession of the Allotted Apartment until all the charges outgoings dues payable by the Allottee to the Maintenance In-charge in respect of the Allotted Apartment are fully paid up and a No Dues certificate is obtained by the Allottee from the Maintenance In-charge.

6. Right to put Neon-Sign etc. by Promoter: The Allottee shall allow the Promoter and the Owners and the Promoter and the Owners shall be entitled to put or allow its group companies or associate concerns to put neon-sign, logo or like on the Roof or on the façade of the Building as the Promoter or the Owners may in its sole discretion, think fit and proper and such right shall be excepted and reserved unto the Promoter and the Owners.

7. Cancellation by the Allottee in adverse market: In case, where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter in terms of clause 7.5.1 of section III of this agreement, then in such event the Allottee shall be entitled to exercise such right of termination only if on the date when the Allottee so expresses his intent to terminate or terminates this Agreement, the Total Consideration of Allotted Apartment then prevailing for

sale thereof is found to be not less than the Total Consideration of the Allotted Apartment payable by the Allottee under this Agreement and the Allottee agrees and undertakes that the decision of the Promoter in this regard shall be final and binding on the Allottee. It is further expressly agreed that if the Promoter assesses the then prevailing sale value/consideration of the Allotted Apartment to be less than the amount of consideration agreed to be paid by the Allottee hereunder then and in such event the Promoter shall forfeit, in addition the amounts mentioned in clause 7.5.1 of Section-III of this agreement, the differential amount of the then prevailing sale value/consideration of the Allotted Apartment and the Total Consideration of the Allotted Apartment agreed to be paid by the Allottee hereunder.

8. Dishonour of Payment Instruments

In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available in this agreement. Further, the Promoter shall intimate the Allottee of the dishonour of the cheque and the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Promoter of all the amounts and the charges charged by the bank to the Promoter against dishonour of the cheque plus a fixed amount of Rs.1,000/= (Rupees one thousand only) for dishonor of each cheque. In the event the said Demand Draft is not tendered within 15 days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee comes forward to pay the entire outstanding amounts and interest thereof and cheque dishonour charges and the said fixed amount for dishonourment of the cheque, the Promoter may consider the same at its sole discretion. In the event of dishonour of cheque, the Promoter has no obligation to return the original dishonoured cheque.

9. Deemed Possession

It is understood by the Allottee that even if the Allottee fails to take possession of the Allotted Apartment within 3 months from the date such possession is offered by the Promoter under clause 7.2 above of Section-III of this agreement, the Allottee shall be deemed to have taken possession on the expiry of the period of such notice, which date, for all purposes and irrespective of the actual date when the Allottee takes physical possession of the Allotted Apartment thereafter, will be deemed to be the possession date ("**Possession Date**").

On and from the Possession Date:

- (i) The Allotted Apartment shall be at the sole risk and cost of the Allottee and the Promoter shall have no liability or concern thereof;
- (ii) The Allottee shall become liable to pay the Maintenance Charges, property tax and other

outgoings in respect of the Allotted Apartment and the Common Areas on and from the Possession Date;

- (iii) All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the Common Areas shall be paid and borne by the Allottee proportionate to his interest therein and those relating only to the Allotted Apartment shall be borne solely and exclusively by the Allottee, with effect from the Possession Date.
- (iv) All other expenses necessary and incidental to the management and maintenance of the Project shall be paid and borne by the Allottee proportionate to his interest therein.

10. It being also agreed between the parties that the Allottee shall also pay guarding charges to the Promoter at the rate of Rs.3/= (Rupees three) only per month or part thereof from the expiry of the time mentioned in the possession letter till such time the Allottee takes the physical possession of the Allotted Apartment. Notwithstanding anything elsewhere to the contrary contained in this agreement including in the Schedules hereto, the Allottee expressly acknowledges understands and agrees that in the event of cancellation of the allotment of the Allotted Apartment and/or this Agreement in terms of this Agreement by the Promoter or the Allottee, as the case may be in that event the Promoter shall be at liberty to execute, present for registration and register unilaterally a deed of cancellation/extinguishment/declaration recording such cancellation without the requirement of the presence or signature of the Allottee in such deed of cancellation/extinguishment/declaration and the Allottee shall cease or be deemed to have ceased to have any right title or interest in the Allotted Apartment/ Building Project on and from the date of termination/cancellation.

11. LICENSE FOR FITOUT WORKS:

11.1 Upon constructing the Allotted Apartment as per the specification and subject to the Allottee making payment of the total consideration for the Allotted Apartment, the extras, the deposits and the taxes as mentioned in Clauses 1.2.1, 1.2.2, 1.2.3 and 1.2.4 of Section III of this agreement, the Promoter may, at the requisition of the Allottee, permit the Allottee to do fitout works in the Allotted Apartment.

11.2. During the period of permissive use, the Allottee shall only have temporary license to do fitout works in the Allotted Apartment and shall not be entitled to claim possession. The right of the Allottee to claim and have possession of the Allotted Apartment shall become effective with effect from the date of issuance of the Completion/Occupancy Certificate by the concerned authority and the Allottee shall become liable and responsible to observe fulfil and perform all the terms

and conditions of this agreement applicable to the Apartment Acquisition taking possession of their respective apartments.

- 11.3 It is agreed that the Allottee, during the period of permissive use, shall be liable to pay maintenance charges as mentioned in clause 1(a) of the Sixth Schedule hereinabove written.
- 11.4 The Allottee agrees and undertakes, while doing fitout works, not to shift any wall or make any concrete loft.
- 11.5 For doing fitout works, all the Apartment Acquirers including the Allottee hereto shall be permitted to use only service lift, if provided by the Promoter to transport men and materials to their respective apartments.

12. Indemnity by Allottee: The Allottee shall be and remain responsible for and to indemnify the Promoter, the Owners and the Maintenance-in-Charge against all damages, costs, expenses, claims, demands, actions and proceedings occasioned to the Project or any part thereof or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee or suffered by the Promoter or the Owners or the Maintenance In-charge as a result of any act of omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions of the Agreement to be observed fulfilled and performed by the Allottee.

THE EIGHTH SCHEDULE ABOVE REFERRED TO:
(PAYMENT PLAN OF THE CONSIDERATION FOR ALLOTTED APARTMENT)

The Total Consideration amount of Rs. _____/- for the Allotted Apartment mentioned in clause 1.2.1 of the agreement along with applicable GST shall be paid by the Allottee to the Promoter in installments as follows:

PAYMENT SCHEDULE		
Timeline	Percentage of said Total Consideration	Amount of Total Consideration
On or before execution of this Agreement	10%	Rs. _____
On completion of pile foundation	20%	Rs. _____
On completion of 1 st floor casting	7.5%	Rs. _____

On completion of 2 nd floor casting	7.5%	Rs. _____
On completion of 3 rd floor casting	7.5%	Rs. _____
On completion of 4 th floor casting	7.5%	Rs. _____
On completion of roof casting	7.5%	Rs. _____
On completion of brickwork and plaster of Allotted Apartment.	10%	Rs. _____
On completion of internal flooring of the Allotted Apartment	10%	Rs. _____
On completion of the Allotted Apartment (except sanitary and electrical fittings)	7.5%	Rs. _____
On notice for possession or allowing the Allottee to do fit out or within two (2) months of receiving Notice for Possession from Promoter as stipulated in Clause 7.2 of this agreement, whichever be earlier	5%	Rs. _____
Total:	100%	Rs. _____/-

It is expressly agreed that GST at such rate as be applicable from time to time payable on the Total Consideration for the Allotted Apartment or part thereof shall be borne and paid by the Allottee to the Promoter with each installment.

Further, the Allottee shall also make payment of the extras and deposits as provided for and within the period mentioned in clauses 1.2.2, and 1.2.3 along with the applicable taxes in addition to the Consideration for the Allottee Apartment.

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

SIGNED SEALED AND DELIVERED on behalf of
the withinnamed **PROMOTER, KLK REALTY (OPC) PRIVATE LIMITED** by its Director named
above at Kolkata:

SIGNED SEALED AND DELIVERED on behalf of
the withinnamed **VENDORS** through their
constituted attorney named above at Kolkata:

SIGNED SEALED AND DELIVERED by the within
named **ALLOTTEE** at Kolkata:

Witnesses to the above executants:

DATED THIS DAY OF 2023

BETWEEN

KLK REALTY (OPC) PRIVATE LIMITED

... PROMOTER

AND

DR. RAJ KUMAR CHHAJER AND OTHERS

... OWNERS/VENDORS

AND

... ALLOTTEE

AGREEMENT FOR SALE

**(Apartment No._____, Tower - _____Phase 1B
Project " Tilottama")**

PANKAJ SHROFF & COMPANY

Advocates

16, Strand Road,

"Diamond Heritage"

Unit N611, 6th floor,

Kolkata – 700 001