

AGREEMENT FOR TRANSFER

This Agreement for Transfer (**Agreement**) executed on this
(Month), 20

(Date) day of

BY AND BETWEEN

(1) **SUDARSHAN KUMAR MAHESWARI**, son of Late Hiralal Maheswari, by religion Hindu, by occupation businessman, Citizen of India, residing at 45, Garcha Road, Police Station Gariahat, Post Office Ballygunge, Kolkata 700 019 and having Income Tax Permanent Account Number AERPM1077N and Aadhaar Card Number 2655 7266 3422 and hereinafter referred to as “**the First Assignor/Sub-Lessor**”, (2) **LUMIERE REALTECH PRIVATE LIMITED**, (CIN No. U51909WB2014 PTC199454) a Company within the meaning of the Companies Act, 2013 having its registered office at 41/A, A.J.C. Bose Road, Police Station Park Street, Post Office Park Circus, Kolkata 700 017 and Income Tax Permanent Account Number AACCL6193N and hereinafter referred to as “**the Second Assignor/Sub-Lessor**” and (3) **LITTLE STAR TIE-UP PRIVATE LIMITED**, (CIN No. U51909WB2011PTC170969) a Company within the meaning of the Companies Act, 2013 having its registered office at 41/A, A.J.C. Bose Road, Police Station Park Street, Post Office Park Circus, Kolkata 700 017 and Income Tax Permanent Account Number AACCL1596R and hereinafter referred to as “**the Third Assignor/Sub-Lessor**”.

The First Assignor/Sub-Lessor, the Second Assignor/Sub-Lessor and the Third Assignor/Sub-Lessor are represented through their Constituted Attorney Orbit Tirupati Towers Private Limited (previously known as Tirupati Tower Private Limited) of 1, Garstin Place, Post Office General Post Office Kolkata, Police Station Hare Street, Kolkata 700 001 and having Income Tax Permanent Account No. AABCT0495N represented by its Director **Vijay Narayan Rathi**, son of Late Satya Narayan Rathi, of 1, Garstin Place, P.O. GPO, P. S. Hare Street, Kolkata-700 001, by religion Hindu, by occupation Business, citizen of India, having Income Tax Permanent Account No. ADKPR4359L, Aadhaar No. 802144673611 vide Power of Attorney dated 21st June, 2021 and registered at the office of Additional Registrar of Assurances-IV, Kolkata in Book no. I, Volume no. 1904-2021 at pages 372407 to 772445 being No '190408718 for the year 2021 and are hereinafter collectively referred to as “**the Assignors/Sub-Lessors**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include, in case of the above named individual his heirs, executors, administrators, successors, legal representatives and assigns and in case of the above named companies their respective successors-in-interest and assigns) of the **First Part**.

AND

ORBIT TIRUPATI TOWERS PRIVATE LIMITED (previously known as Tirupati Tower Private Limited), (CIN No. U45201WB1996PTC077613) a Company within the meaning of the Companies Act, 2013 having its registered office at 1, Garstin Place, Police Station Hare Street, Post Office General Post Office Kolkata, Kolkata – 700 001 and Income Tax Permanent Account No. AABCT0495N, represented by its Director Vijay Narayan Rathi, son of Late Satya Narayan Rathi, of 1, Garstin Place, P.O. GPO, P. S. Hare Street, Kolkata-700 001, by religion Hindu, by occupation Business, citizen of India, having Income Tax Permanent Account No. ADKPR4359L, Aadhaar No. 802144673611 and hereinafter referred to as “**the**

Promoter” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and assigns) of the **Second Part**

The term “**Transferors**” shall mean jointly the Assignors/Sub-Lessors and the Promoter and where the context so permits it shall refer to only such of them as is concerned with the relevant matter/issue.

AND

(1) _____ son/daughter/wife of _____, by occupation _____, having Income Tax Permanent Account Number _____ and Aadhar Card Number _____ (2) _____ son/daughter/wife of _____, by occupation _____, having Income Tax Permanent Account Number _____ and Aadhar Card Number _____ both by religion _____, Citizen of India, residing at _____, Police Station _____, Post Office _____, Kolkata 700 _____, and hereinafter jointly referred to as “**the Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators, successors, legal representatives and permitted assigns) of the **Third Part**

The Transferors and the Allottee are hereinafter collectively referred to as the “Parties” and individually as a “Party”. Words defined in **Schedule F** shall have the meaning mentioned therein.

WHEREAS :

- A. The Assignors/Sub-Lessors are together the lawful lessees in respect of the said Land described in **Schedule H** hereto and are fully seized and possessed of and otherwise fully and sufficiently entitled to the said Land for the period upto 10th October, 2122 together with the first right for extension and/or renewal and/or grant of a fresh lease. The devolution of leasehold interest in favour of the Assignors/Sub-Lessors in respect of the said Land is as mentioned in **Schedule I** hereto.
- B. The Assignors/Sub-Lessors have entered into the Development Agreement dated 21st June, 2021 registered at the office of the Additional Registrar of Assurances IV, Kolkata in Book No. I, Volume No. 1904-2021, Pages 277509 to 277565, Being No. 190405881 for the year 2021 with the Promoter for the development of the said Land. Pursuant to the Development Agreement, the Assignors/Sub-Lessors have granted a Power of Attorney dated 21st June, 2021 registered at the office of the Additional Registrar Assurance-IV, Kolkata, in Book no. I, Volume no. 1904-2021, Pages 372407 to 372445 Being no. 190408718 for the year 2021 in favour of the Promoter and Mr. Anand Neotia.

- C. The said Land is earmarked for the purpose of building residential multi-storied buildings and the Project has been named “**Orbit Lumiere**”.
- D. The Transferors are fully competent to enter into this Agreement.
- E. The Kolkata Municipal Corporation had sanctioned the Plans for development and construction on the said Land vide Building Permit No. 2020010055 dated 21st January, 2021 and subsequently the same have been revised and approved under Rule 26 (2a) and (2b) of the Kolkata Municipal Corporation Building Rules, 2009 on 18th October, 2022.
- F. The Promoter has obtained the sanctioned Plans for the Project from the Kolkata Municipal Corporation which have been subsequently revised and approved as mentioned above. The Promoter agrees and undertakes that it shall not make any changes to the Plans that have been revised and approved except in compliance with section 14 of the Act and other laws as applicable and /or as provided herein.
- G. The Promoter shall register the Project under the provisions of the Act
- H. The Allottee had applied for an apartment in the Project and has been allotted on the General Terms and Conditions agreed between the parties subject to the Head Leases All That the said Apartment Unit described in **Schedule A** and the floor plan of the said Apartment is annexed hereto and marked as **Schedule B**.
- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- J. The Allottee has independently examined and verified or caused to be examined and verified and is fully aware of and thoroughly satisfied about the following:
 - (i) The title of the Premises and the documents relating thereto;
 - (ii) The terms, conditions and restrictions contained in the Head Leases;
 - (iii) The leasehold right, interest and/or entitlement of the Assignors/Sub-Lessors in respect of the Premises and the said Apartment Unit;
 - (iv) The Plans and the necessary approvals and permissions;
 - (v) The right, interest and entitlement of the Promoter as the developer in respect of the Premises; and
 - (vi) The Carpet Area, Built-up Area and Super Built-up Area of the said Apartment.
- K. The Allottee undertakes and covenants not to raise henceforth any objection or make any requisition regarding the above and also waives the right, if any, to do so. Notwithstanding anything to the contrary contained elsewhere, it is expressly acknowledged and agreed by the Allottee that prior to entering into this Agreement and prior to making any payment, the Allottee has read and understood the terms, conditions, covenants, stipulations and restrictions contained in the Head Leases which shall be binding on him.
- L. The parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the Project.
- M. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

- N. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties but subject to the Head Leases, the Transferors hereby agree to transfer by way of assignment/sub-lease and the Allottee hereby agrees to acquire by way of assignment/sub-lease the said Apartment Unit described in **Schedule A**.

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

1. **TERMS:**

1. Subject to the terms and conditions as detailed in this Agreement and the Head Leases, the Transferors agree to transfer by way of assignment/sub-lease to the Allottee and the Allottee hereby agrees to acquire by way of assignment/sub-lease the said Apartment Unit described in **Schedule A**.
2. The Total Price/Agreed Premium for acquisition of the said Apartment Unit based on the carpet area thereof is Rs. _____/- (Rupees _____ only ("**Total Price/Agreed Premium**") as per details mentioned in **Schedule C**.

Explanation:

- (i) The Total Price/Agreed Premium above includes the Booking Amount paid by the Allottee towards acquisition of the said Apartment.
- (ii) The Total Price/Agreed Premium above excludes Taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, G.S.T., CGST, if any as per law, and Cess or any other similar taxes and levies which may be levied, in connection with the construction of the Project, by whatever name called) up to the date of handing over the possession of the said Apartment to the Allottee and/or the execution of the Deed of Transfer;

Provided that all the applicable taxes and levies shall be payable by the Allottee to the Promoter;

- (iii) The Promoter shall periodically intimate in writing to the Allottee the amount of the instalments of the Total Price/Agreed Premium payable as stated in (i) above and the Allottee shall make the payment demanded within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide on written request 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/Agreed Premium of the said Apartment includes the proportionate share in the said Land and Common Areas as mentioned in this Agreement.

3. The Total Price/Agreed Premium is escalation free, save and except increases which the Allottee hereby agrees to pay due to increase on account of any increase in area and/or the development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time and/or increases as may be otherwise agreed. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
4. The Allottee shall make the payment of the Total Price/Agreed Premium as per the payment plan set out in **Schedule 'C' ("Payment Plan")**.
5. The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments at mutually agreed terms for the period by which the respective instalment may be preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
6. It is agreed that the Promoter shall not make any additions and alterations in the Plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' in respect of the said Apartment except as agreed upon, without the previous written consent of the Allottee and the Promoter may charge, additional amounts for such modifications as may be agreed with the Allottee:
Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act it being expressly agreed and understood that the Promoter shall be entitled to carry out any additions and/or alterations in the Plans so long the same does not affect the said Apartment intended to be transferred by way of assignment/sub-lease in favour of the Allottee and the Allottee hereby consents to the same and waives the requirement of any further consent.
7. The Promoter shall confirm the final carpet area and the built up area that have been allotted to the Allottee after the construction of the Buildings is complete and the Partial or Full Completion Certificate is granted by the Corporation, by furnishing details of the changes, if any, in the Carpet Area and the built-up area. The Total Price/Agreed Premium payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the Carpet Area within the defined limit then the Promoter shall refund the excess money paid by Allottee within forty-five days with interest at the rate specified in Rule 17 of the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the Carpet

Area, allotted and assigned to the Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule 'C'**. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.

8. Subject to the Allottee not committing any default in terms of this Agreement including under Clause 9.3 and subject to the Head Leases, the Transferors agree and acknowledge that the Allottee shall have sub-leasehold rights in respect of the said Apartment Unit for the residue unexpired period or term of the Head Leases, that is, for the period upto 10th October, 2122 and any renewal or extension thereof as mentioned below:

- (i) The Allottee shall have exclusive sub-leasehold rights in respect of the said Apartment and the right to use the said Car Parking Space described in Schedule A. The allotment of the said Car Parking Space shall be made by the Promoter after issue of the Completion Certificate and such allotment shall be made by the Promoter at its discretion.
- (ii) The Allottee shall also have undivided variable proportionate sub-leasehold rights in the Common Areas. Since the rights or interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with the Transferors, other Unit Allottees, occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them and subject to making timely payment of the Maintenance Charges, Corporation taxes and other liabilities and charges as applicable. It is clarified that the Promoter shall hand over the Common Areas to the Association after duly obtaining the Completion Certificate from the Corporation as provided in the Act;
- (iii) That the computation of the price of the said Apartment includes recovery of price of leasehold right in the land and the construction of not only the said Apartment but also the Common Areas and includes cost for providing all facilities to be provided within the Project as mentioned in **Schedules D and E**. The Allottee has also agreed to make timely payment of the Additional Liabilities and Deposits mentioned in **Schedule G**. The Additional Liabilities and Deposits are an integral part of the transaction and non-payment/delayed payments thereof shall also result in default on the part of the Allottee and the consequences mentioned in Clause 9.3 shall follow.

9. It is made clear by the Transferors and the Allottee agrees that the said Apartment Unit shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other previous project in its vicinity or otherwise. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of all the present and future Allottees of the Project.

10. It is understood by the Allottee that all other areas, that is, areas and facilities falling outside the Project and/or not specifically included in the Common Areas under this Agreement shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.
11. The Promoter agree(s) to pay all outgoings relating to the said Apartment Unit before transferring the physical possession of the said Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including proportionate leasehold land cost, ground rent, municipal or other local taxes, charges for water or electricity, Maintenance Charges, repayment of mortgage loan taken by the Promoter and interest on such mortgages or other encumbrances on the said Apartment Unit and such other proportionate liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the physical possession of the said Apartment Unit to the Allottee, then the Promoter agrees to be liable, even after the transfer of physical possession of the said Apartment Unit, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
12. The Allottee has paid a total sum of Rs. _____/- (Rupees _____ only) as Booking Amount being part payment towards the Total Price/Agreed Premium of the said Apartment Unit at the time of application and/or thereafter, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price/premium of the said Apartment Unit as prescribed in the Payment Plan mentioned in **Schedule 'C'** whether demanded by the Promoter or not, within the time and in the manner specified therein;
 Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules

2. **MODE OF PAYMENT:**

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

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

- 3.1 The Allottee, if resident outside India, shall intimate the same in writing to the Transferors and be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management

Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment for acquisition/sale/transfer/assignment of immovable properties in India etc. and provide the Transferors with necessary declarations, documents, permissions, approvals, etc. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law and in any event in Indian Rupees only. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

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

5. **TIME IS ESSENCE:**

Time is of essence for the Transferors as well as the Allottee. The Transferors shall take steps to abide by the time schedule for completing the Project and handing over the said Apartment Unit to the Allottee and the Common Areas to the Association after receiving the Completion Certificate subject to reasons beyond control and Force Majeure. Similarly, the Allottee shall make timely payments of the instalments and other dues payable by him and comply with the other obligations under this Agreement subject to the simultaneous

completion of construction by the Promoter as provided in Schedule "C" ("Payment Plan").

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

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the said Apartment and accepted the floor plan which has been approved by the Corporation, the Total Price/Agreed Premium and Payment Plan mentioned in **Schedule C** and the Additional Liabilities and Deposits mentioned in **Schedule G** and the specifications, the Common Areas, amenities and facilities mentioned in **Schedules D and E**. The Promoter shall develop the said Apartment in accordance with the said layout plans, floor plans and specifications. Subject to the terms of this Agreement, the Promoter undertakes to abide by such plans approved by the Corporation.

7. **POSSESSION OF THE SAID APARTMENT:**

7.1 **Schedule for possession of the said Apartment:-**

The Transferors agree and understand that timely delivery of possession of the said Apartment to the Allottee is the essence of the Agreement subject to full payment and compliance by the Allottee under this Agreement including as mentioned in Clause 7.1A below as also subject to Force Majeure and reasons beyond control. The Promoter, based on the approved plans and specifications, assures to hand over the said Apartment unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, epidemic, pandemic, lockdown, governmental restrictions or any other calamity caused by nature or anything affecting the regular development of the real estate project ("Force Majeure") or due to reasons beyond control. If, however, the completion of the Project is delayed due to Force Majeure conditions or for reasons beyond control, then the Allottee agrees that the Transferors shall be entitled to extension of time for delivery of possession of the said Apartment Provided that such Force Majeure conditions or reasons 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 Transferors to implement the Project due to Force Majeure conditions, then this allotment shall be terminated and the Transferors shall refund to the Allottee the entire amount received by the Transferors from the Allottee towards the Total Price/Agreed Premium. After notice of termination, the Allottee agrees that he/she shall not have any rights, claims, etc. whatsoever against the Transferors and that the Transferors shall be released and discharged from all their obligations and liabilities under this Agreement and no other amount whatsoever shall be payable by the Transferors.

7.1A The obligation of the Transferors under Clause 7.1 above shall arise subject to the Allottee having made timely payment of the full amounts

of the Total Price/Agreed Premium mentioned in **Schedule C** as per the Payment Plan mentioned therein as also the timely payment of all the Additional Liabilities and Deposits mentioned in **Schedule G** prior to the scheduled date of delivery of possession and subject to the Allottee complying with all his obligations under this Agreement and/or otherwise under the law and not committing any breach, default or violation.

- 7.2 **Procedure for taking Possession-** The Promoter, upon issue of the Partial or Full Completion Certificate by the Corporation, shall offer in writing (“**Notice for Possession**”) the possession of the said Apartment to the Allottee in terms of this Agreement to be taken by the Allottee within three months from the date of issue of the Notice for Possession and the Promoter shall give possession of the said Apartment to the Allottee subject to due compliance of Clause 7.1A by the Allottee and subsequently the Deed of Transfer in favour of the Allottee shall be executed by the Transferors and the Allottee. The Allottee, after issue of notice for taking possession, agrees to pay the Maintenance Charges as determined by the Promoter/Association, Corporation taxes and other outgoings in respect of the said Apartment Unit from the date of issuance of the Partial or Full Completion Certificate. At the request of the Allottee, the Promoter shall hand over a copy of the Partial or Full Completion Certificate relating to the said Apartment. The Promoter shall offer the possession to the Allottee in writing within 7 days of receiving the Partial or Full Completion Certificate.
- 7.3 **Failure of Allottee to take possession of the said Apartment-** Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee shall make full payment of all dues and comply with all its obligations as mentioned in Clause 7.1A and thereafter take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and other documentation prepared by the Promoter through the Project Advocates including those prescribed in this Agreement and the Promoter shall give possession of the said Apartment Unit to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2, such Allottee shall be liable to pay a sum of Rs. 10,000/- per month as Holding Charges till the date when actual possession is taken by the Allottee and the Allottee shall continue to be liable to make all payments and comply with all obligations as mentioned in Clause 7.1A and shall also be liable to pay Maintenance Charges, Corporation taxes and other outgoings as specified in Clause 7.2 from the date mentioned therein irrespective of possession not being taken by the Allottee and interest at the rate specified in Rule 17 of the Rules shall also be payable on the delayed payment.
- 7.4 **Possession by Allottee-** After obtaining the partial/full Completion Certificate and handing over physical possession of the Units to all the

Unit Allottees, it shall be responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the Association as per the local laws.

- 7.5 **Cancellation by Allottee-** The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act subject to the Allottee having complied with all his obligations under this Agreement till that time including making timely payment of all amounts payable under this Agreement till that time and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law; Provided that where the Allottee proposes to cancel/withdraw from the Project without any default of the Transferors under this Agreement, the Transferors herein are entitled to forfeit the Booking Amount paid for the allotment. The balance amount of money, if any, paid by the Allottee to the Transferors towards the Total Price/Agreed Premium shall only be returned by the Transferors to the Allottee without any interest upon cancellation within such time as may be agreed between the parties. It is expressly agreed that the fees and expenses relating to this Agreement including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, brokerage etc. shall not be refundable under any circumstances in case of any cancellation of this Agreement for any reason including under this clause. The Transferors shall not have any other liability or obligation whatsoever and shall be entitled to deal with, dispose of and/or transfer the said Apartment Unit to anyone else without any reference to the Allottee after the date of termination.
- 7.6 **Compensation.-** The Assignors/Sub-Lessors shall compensate the Allottee in case of any loss caused to him due to defective leasehold right or interest in respect of the said Land that is known to the Assignors/Sub-Lessors but has not been disclosed to the Allottee or which the Allottee could not have found out inspite of due diligence and care, in the manner as provided under the Act subject to the Allottee not having committed default or violation or breach or non-compliance of any of the terms and conditions of this Agreement and subject to the Allottee having made timely payments of all amounts under this Agreement and/or otherwise required under law, and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. It is further made clear that under no circumstances shall the Assignors/Sub-Lessors be liable for any defective leasehold right or interest not attributable to the Assignors/Sub-Lessors and/or for any defect that existed prior to grant of lease in respect of the said Land in favour of the Assignors/Sub-Lessors. The Promoter shall not have any liability regarding the title or the leasehold right or interest since the

same is the responsibility, obligation and liability solely of the Assignors/Sub-Lessors.

Except for occurrence of a Force Majeure event or reasons beyond control, if the Transferors fail to complete or are unable to give possession of the said Apartment (i) in accordance with the terms of this Agreement by the date specified in Clause 7.1; or (ii) due to discontinuance of the Promoter's business on account of suspension or revocation of the registration under the Act, or for any other reason attributable to the Transferors, the Transferors shall be liable on written demand to the Allottee, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by them towards the Total Price/Agreed Premium of the said Apartment, with interest at the rate specified in Rule 17 of the Rules which shall be deemed to include compensation provided under the Act within forty-five days of it becoming due or within such further time as may be agreed between the parties subject to the Allottee not having committed default or violation or breach or non-compliance of any of the terms and conditions of this Agreement and subject to the Allottee having made timely payments of all amounts under this Agreement and/or otherwise required under law. If the Allottee does not withdraw from the Project within forty-five days of the date specified in Clause 7.1, then it shall be deemed that the Allottee has voluntarily opted not to withdraw from the Project and the option of withdrawal shall not be applicable after such forty-five days and/or shall cease to be valid or have effect;

Provided that where the Allottee does not withdraw from the Project, the Allottee may claim from the Transferors interest at the rate specified in Rule 17 of the Rules for every month of delay, till the handing over of the possession of the said Apartment which shall be paid by the Transferors to the Allottee within forty five days or any extended period of time of it becoming due. Any interest or compensation payable to the Allottee may be adjusted against the interest receivable by the Transferors from the Allottee for delayed payment in terms of this Agreement.

8. REPRESENTATIONS AND WARRANTIES OF THE TRANSFERORS:

The Transferors hereby represent and warrant to the Allottee as follows:

- (i) The Assignors/Sub-Lessors have marketable leasehold interest with respect to the said Land subject to the Head Leases. The devolution of leasehold interest in favour of the Assignors/Sub-Lessors in respect of the said Land is as mentioned in **Schedule-I** hereto. The First Assignor/Sub-Lessor has actual, physical and legal possession of the said Land for the Project and the same has been made available to the Promoter for the purpose of development and construction pursuant to the Development Agreement;

- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project created by the Transferors other than construction finance taken from ICICI Bank Limited and mortgage of the said Land for the said financial facility;
- (iv) As per the knowledge of the Transferors, there are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the said Apartment;
- (v) All approvals, licenses and permits issued by the Corporation with respect to the Project, said Land and the said Apartment are valid and subsisting and have been obtained. Further, the Transferors have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, the said Land, the Buildings and the said Apartment and Common Areas;
- (vi) The Transferors have the right to enter into this Agreement and have not committed or omitted to perform any act or thing whereby the right of the Allottee created herein, may prejudicially be affected;
- (vii) The Transferors have not entered into any agreement for transferor any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement save and except for the mortgage of the said Land with ICICI Bank Limited;
- (viii) The Transferors confirm that the Transferors are not restricted in any manner whatsoever from transferring the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Deed of Transfer, the Transferors shall hand over lawful, vacant, peaceful, physical possession of the said Apartment to the Allottee and the Common Areas to the Association;
- (x) The said Apartment is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Apartment;
- (xi) The Transferors have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Premises to the Corporation till the Partial or Full Completion Certificate is issued;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Apartment) has been received by or served upon the Transferors in respect of the said Land and/or the Project to the best of their knowledge and belief;
- (xiii) The said Land is not Waqf property.

9. **EVENTS OF DEFAULTS AND CONSEQUENCES:**

- 9.1 Subject to the Force Majeure clauses and reasons beyond control, the Transferors shall be considered under a condition of Default, in the

following events subject to the Allottee having complied with all his obligations under this Agreement including making timely payment of all amounts payable under this Agreement and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law:

- (i) Transferors fail to offer to provide ready to move in possession of the said Apartment to the Allottee within the time period specified in Schedule 'A'. For the purpose of this para 'ready to move in possession' shall mean that the said Apartment shall be in a habitable condition.
- (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 the Transferors under the conditions listed above, Allottee is entitled to the following subject to the Allottee having complied with all his obligations under this Agreement including making timely payment of all amounts payable under this Agreement and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law:

- (i) Stop making further payments to Transferors as demanded by the Transferors. If the Allottee stops making payments the Transferors 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 Transferors shall be liable to refund the entire money paid by the Allottee towards the Total Price/Agreed Premium for transfer of the said Apartment, along with interest at the rate specified in Rule 17 of the Rules within forty-five days of receiving the termination notice or within such further time as may be agreed between the parties. The fees and expenses relating to this Agreement including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, brokerage etc. shall not be refundable. If, however the Allottee does not withdraw from the Project within forty-five days of the date specified in Clause 7.1, then it shall be deemed that the Allottee has voluntarily opted not to

withdraw from the Project and the option of withdrawal shall not be applicable and/or shall cease to be valid or have effect;

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Transferors, interest at the rate specified in Rule 17 of the Rules, for every month of delay till the handing over of the possession of the said Apartment.

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

- (i) In case the Allottee fails to make payments of the demands made by the Transferors as per the Payment Plan under **Schedule C** hereto and/or timely payment of the Additional Liabilities and Deposits under **Schedule 'G'** hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Transferors on the unpaid amount at the rate specified in Rule 17 of the Rules for the period of delay;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Transferors in this regard, the Transferors may cancel the allotment/Agreement of the said Apartment in favour of the Allottee and refund the money paid to the Transferors by the Allottee towards the Total Price/Agreed Premium by deducting the Booking Amount and the interest liabilities and this Agreement shall thereupon stand terminated and the Transferors shall be free to deal with, dispose of and/or transfer the said Apartment Unit to anyone else without any reference to the Allottee whose rights and/or entitlements shall come to an end forthwith upon termination. The fees and expenses relating to this Agreement including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, brokerage, etc. shall not be refundable.

10. **TRANSFER OF THE SAID APARTMENT:**

The Transferors, on receipt of Total Price/Agreed Premium of the said Apartment as per Clause 1.2 and the Additional Liabilities and Deposits mentioned in **Schedule G** and all other amounts or dues payable by the Allottee hereunder or in law in respect of the said Apartment Unit including Maintenance Charges, electricity charges, Corporation and other taxes and levies and other outgoings from the Allottee and due compliance by the Allottee of all his obligations under this Agreement or otherwise under law, shall execute a Deed of Transfer in respect of the said Apartment, the said Car Parking Space together with proportionate indivisible variable undivided impartible share in the Common Areas including the said Undivided Share within 3 months

from the date of issuance of the Completion Certificate, to the Allottee subject to the Head Leases:

However, in case the Allottee fails to pay any amount including depositing the stamp duty and/or registration charges and/or incidental expenses and/or legal expenses within the period mentioned in the notice, the Allottee authorizes the Transferors to withhold registration of the Deed of Transfer in his/her favour till full and final settlement of all dues and payment of stamp duty and registration charges and incidental expenses to the Transferors is made by the Allottee for which the Allottee shall remain solely responsible. 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 authorities.

11. MAINTENANCE OF THE BUILDINGS/ APARTMENT/ PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the offer to the Association to take over of the maintenance of the Project upon the issuance of the Completion Certificate of the Project. The cost of such maintenance has not been included in the Total Price/Agreed Premium of the said Apartment and the same shall be paid by the Allottee as agreed with the Promoter upon demand.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect in construction which is certified by a licensed Architect and/or engineer (excluding any purchased materials and/or items) is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of issue of the Partial or Full Completion, the Promoter shall take steps to rectify such defects without further charge, within 30 (thirty) days or such further time as may be necessary as per the Architect/Structural Engineer, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided However that the Promoter shall not be liable under any circumstances if any additions, alterations and/or modifications etc. have been made in the Buildings, Common Areas and/or any of the Units by the Unit Allottees including the Allottee herein and/or if there is any deviation found from the sanctioned Building Plan. It is further made clear that the structural defect, if any, must be certified by a licensed Architect and/or engineer that it is a defect made at the time of construction and is not due to wear and tear and/or due to weather elements and/or natural causes /calamities and/or due to any additions, alterations and/or modifications, etc. made by any of the Unit Allottees and/or occupants of the Building.

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

The Allottee has agreed to acquire by way of assignment/sub-lease the said Apartment Unit 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 Agency or the Association of Allottees or the maintenance agency appointed by it and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the Maintenance Agency or the Association of Allottees from time to time.

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

The Promoter/Maintenance Agency/Association shall have rights of unrestricted access to all Common Areas mentioned in **Schedules D and E** as also the garages/covered parking and Car Parking spaces for providing necessary maintenance and repair services and the Allottee agrees to permit the Association and/or Maintenance Agency to enter into the said Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to cause necessary repairs and maintenance and set right any defect

15. **USAGE :**

Use of the Common Areas: The Common Areas as located within the Project, shall be ear-marked for purposes such as facilities and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, fire-fighting pumps and equipments, etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, and the same shall be reserved for use by the Association formed for rendering maintenance services.

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

16.1 Subject to Clause 12 above, the Allottee shall after taking possession, be solely responsible to maintain the said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Buildings, or the said Apartment or the Common Areas which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment and shall keep the said Apartment, its walls and partitions,

sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Buildings is not in any way damaged or jeopardized.

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

16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association and/or Maintenance Agency. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16.4 The Allottee agrees, covenants and undertakes to observe and comply with the covenants and/or house rules mentioned in **Schedule J** and shall be liable and responsible for all losses and damages arising in case of default, violation and/or breach of any of them.

17. COMPLIANCE OF LAWS, NOTIFICATIONS, ETC. BY PARTIES:

The Allottee is entering into this Agreement for allotment of the said Apartment with the full knowledge of all laws, rules and regulations, notifications, etc. applicable to the Project. The Allottee hereby undertakes that he shall comply with and carry out from time to time after he has taken over possession of the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent authority at his own costs.

18. ADDITIONAL CONSTRUCTIONS:

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

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE AFFECTING THE FINAL RIGHT OF THE ALLOTTEE:

The Promoter has taken construction finance from ICICI Bank Limited and the said Land has been mortgaged for the said financial facility. After the Promoter executes this Agreement it shall not further mortgage or create a further charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take the said Apartment. It is made clear that the transfer of the existing mortgage, charge and/or finance from ICICI Bank Limited to any other entity shall be deemed to be and shall be treated as a continuation of the existing mortgage, charge and/or finance and not as a further or new mortgage. However, the Allottee hereby irrevocably consents that the Promoter shall be entitled to get increased the amount of loan and/or financial assistance for the purpose of implementation and execution of the Project. The charge and/or mortgage existing at the relevant time in respect of the Premises in favour of the Banks/Financial Institutions/Housing Finance Companies or corporate bodies granting such loans shall also extend to any increase of the amount of loans and/or financial assistance that may be obtained by the Promoter. However, on or before the execution of the Deed of Transfer in respect of the said Apartment Unit, a release/no objection/ clearance shall be obtained by the Promoter in respect of the same. Similarly, the Allottee shall be entitled to take housing loans for the purpose of acquiring the said Apartment Unit in the Project by way of assignment/sub-lease from banks, institutions and entities granting such loans provided that such loans are in accordance with and subject to this Agreement.

20. APARTMENT OWNERSHIP ACT:

The Transferors have assured the Allottee that the Project in its entirety is planned in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972.

21. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Transferors does not create a binding obligation on the part of the Transferors or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned registration authority as and when intimated by the Transferors. If the Allottee fails to execute and deliver to the Transferors this Agreement within 30 (thirty) days from the date of its

receipt by the Allottee and/or to pay the applicable stamp duty and registration fees and to appear before the concerned registration authority for its registration as and when intimated by the Transferors, then the Transferors shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, shall be treated as cancellation of this Agreement by the Allottee without any default of the Transferors and in such case the provision of Clause 7.5 regarding termination, forfeiture and refund shall be applicable. It is made clear that the Allottee shall not be entitled to any interest or compensation whatsoever.

22. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all previous assurances, representations, brochures, advertisements including through digital/electronic media, correspondence, negotiations, understandings, any other agreements, allotment letter, correspondences, arrangements, whether written or oral, if any, between the Parties save and except the General Terms and Conditions in regard to the said Apartment and the Head Leases.

23. RIGHT TO AMEND:

The Agreement may only be amended through written consent of the Parties. Any document containing any additions, modifications, amendments, consents or variations accepted by the parties shall be valid and binding irrespective of whether the same is registered or not. The parties understand the present registration procedure in West Bengal does not contain provision for registration of any amendment etc. of a document and as such registration of any document containing any amendment etc. is not likely to be possible.

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

26. SEVERABILITY:

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

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

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

28. FURTHER ASSURANCES:

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

29. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by or on behalf of the Transferors through their respective authorized signatory/constituted attorney at the Promoter's Office, or at some other place, which may be mutually agreed between the Transferors and the Allottee in Kolkata after the Agreement is duly executed by the Allottee. After execution this Agreement shall be registered at the office of the Registrar, District Sub Registrar, Additional District Sub Registrar and/or any other authority having jurisdiction to register this Agreement. Hence this Agreement shall be deemed to have been executed at Kolkata within the jurisdiction of the Hon'ble High Court at Calcutta.

30. NOTICES:

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

Name and Address of Allottee:

(1) _____ (2) _____ both of

Name and Address of Assignors/Sub-Lessors:

(1) **Sudarshan Kumar Maheswari**, residing at 45, Garcha Road, Police Station Gariahat, Post Office Ballygunge, Kolkata 700 019 (2) **Lumiere Realtech Private Limited**, of 41/A, A.J.C. Bose Road, Police Station Park Street, Post Office Park Circus, Kolkata 700 017 and (3) **Little Star Tie-Up Private Limited**, of 41/A, A.J.C. Bose Road, Police Station Park Street, Post Office Park Circus, Kolkata 700 017

Name and Address of Promoter:

Orbit Tirupati Towers Private Limited (previously known as Tirupati Tower Private Limited), of 1, Garstin Place, Police Station Hare Street, Post Office General Post Office Kolkata, Kolkata – 700 001

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

31. JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by either of the Transferors to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Allottees.

The General Terms and Conditions (GTC) on the basis of which the transaction has been entered into shall continue to be valid and subsisting and shall be deemed to be a part of this Agreement. Waiver or limitation of any right or interest and/or any consent given by any party in this Agreement and/or any part hereof and/or in any document hereafter, shall be valid and binding and the same shall also be deemed to be voluntarily given, repeated and/or reiterated by such party subsequent to the signing of this Agreement.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled amicably by mutual discussion, failing which the same shall be referred to Arbitration under the Arbitration and Conciliation Act, 1996. The Arbitral Tribunal shall consist of a sole Arbitrator to be appointed in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be held at Kolkata in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The parties have agreed that the sole Arbitrator shall not be bound to follow the rules of evidence and shall have summary powers and may make interim orders and Awards, whether interim or final. The Award/Awards made by the Arbitrator shall be final and the parties agree to be bound by the same.

The Additional Terms mentioned below have been mutually agreed upon as per the contractual understanding between the parties. Such Additional Terms are not intended to be in derogation of or inconsistent with the mandatory terms and conditions of the Act and the Rules and Regulations made thereunder.

34. **ADDITIONAL TERMS**

Notwithstanding anything to the contrary contained hereinbefore, the parties have mutually agreed to the following terms which shall be valid and binding on them in addition to and/or in modification/supersession of those contained hereinbefore:

(i) Besides the additions and alterations permissible under the Act and/or Rules, the Allottee has consented to and/or hereby irrevocably consents that the Promoter may make modifications, additions and alterations within permissible and/or prevailing norms regarding the construction and the specifications of the Buildings, the Common Areas, the ground floor layout and/or the said Apartment as may be deemed necessary and/or as may be advised by the Architects and/or as may be required by any authority including the Corporation and the same is and shall be deemed to be the previous written consent under the Act. Prior to the booking of the said Apartment Unit the Allottee had been informed and made aware that the ground floor layout including the Common Areas and its location may undergo changes and/or modifications and the Allottee has consented to and/or hereby consents to the same and this is and shall be deemed to be the previous written consent of the Allottee in terms of the Act. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price/Agreed Premium and that the total number of Common Areas mentioned in Schedule 'E' shall not be reduced to the detriment of the Allottee.

(ii) The decision of the Architects regarding the quality and specifications of the materials and the workmanship regarding construction and completion shall be final and binding on the parties.

(iii) With effect from the Date of Possession and/or the date of expiry of the period specified in the Notice mentioned in Clause 7.2, whichever is earlier, the Allottee shall be deemed to have fully satisfied himself in all respects including the Plans, the construction and the quality, specifications and workmanship thereof, the carpet area and built-up area and super built-up area, the quality of materials used, the structural stability and completion of the Buildings, the Common Areas, the said Apartment, etc. and shall not thereafter be entitled to raise any objection or make any claim regarding the same.

(iv) From the Date of Possession, the Allottee shall be liable to pay the monthly charges for use of electricity to the said Apartment Unit as

per sub-meter/independent meter installed for the same within seven days of issue of bill.

(v) After the Date of Possession or within 30 days from the date of execution of the Deed of Assignment, whichever is earlier, the Allottee shall apply for mutation to the Authorities and shall take all necessary steps and complete, at the Allottee's own costs, the mutation of the said Apartment Unit in the Allottee's name within 6 months thereafter as the assignee/sub-lessee thereof.

(vi) In case of there being a failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law, then the Transferors shall be entitled to issue a Notice to the Allottee calling upon the Allottee to rectify, remedy, make good or set right the same within one month from the date of issue of such Notice. If the Allottee does not comply with the said Notice to the satisfaction of the Transferors within the above time, then the Allottee shall be liable to pay to the Transferors compensation and/or damages that may be quantified by the Transferors and in default of such payment within 30 days, the Transferors may terminate the allotment /Agreement of the said Apartment in favour of the Allottee. In case of termination the provisions under sub-clause 9.3 (ii) shall be applicable regarding the amount that shall be refundable and the time for the same.

(vii) If any act or omission of the Allottee results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or the construction of the Buildings or any portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, assignment/sub-lease or disposal of any Apartment or portion of the Buildings, then in that event the Allottee shall also be liable to pay to the Transferors compensation and/or damages that may be quantified by the Transferors.

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

(ix) Promoter shall be free to purchase/develop land contiguous/adjacent/adjoining to and/or accessible from the said Land ("the Adjacent Property") with any other persons and in such an event the owners/sub-lessees/occupants/residents of the Adjacent Property may be permitted by the Promoter to use the drive ways, pathways and passages in the said Land for access to the Adjacent Property as also use of the Sky Club Facilities (defined below) on such terms and conditions as the Promoter may decide. The Allottee has consented to

and/or hereby irrevocably consents to the above and no further consent shall be necessary in future.

(x) Neither any of the (i) open and covered spaces in the Buildings and the said Land that are not included in the Common Areas mentioned in **Schedule E**, (ii) Roofs of the Buildings at the Premises excluding the Common Roof Area, (iii) other Apartments, Apartment Units, Open Terraces and Car Parking Spaces in the Buildings(except the right to park medium sized car(s) in the said Car Parking Space) and/or the Premises and (iv) right of further construction on any part of the open land/space comprised in the said Land or raising of any additional floor/storey/construction on the roofs of the Buildings including the Common Roof Area are intended to be transferred, nor the same shall be transferred in favour of the Allottee in as much as the same shall belong exclusively to the Transferors and the Allottee shall have no right, title, interest, claim or entitlement whatsoever in respect thereof and the Transferors shall be entitled to use, utilise, transfer, assign, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by the Transferors in their absolute discretion, without any reference to the Allottee who hereby consents to the same and hereby disclaims, relinquishes, releases and/or waives any right, title, interest, entitlement or claim that the Allottee may be entitled to, both in law or any equity, in favour of the Transferors.

(xi) The right of the Allottee regarding the Undivided Share shall be variable depending on Additional/Further Constructions, if any, made by the Promoter from time to time and the Allottee hereby irrevocably consents to the same. Any such variation shall not affect the Total Price / Agreed Premium and no claim can be raised regarding the same by the Allottee and the Allottee shall not be entitled to and covenants not to demand any refund out of the Total Price / Agreed Premium paid by the Allottee on the ground of or by reason of any variation of the Undivided Share.

(xii) The Promoter shall be entitled at all times to install, display and maintain its name and/or logo on the roofs (including Common Roof Area) of the Buildings and/or other areas in the Buildings and/or the Premises by putting up hoardings, display signs, neon signs, lighted displays, etc. and all costs regarding the same shall form part of Common Expenses and no one including the Unit Allottees and the Association shall be entitled to object or to hinder the same in any manner whatsoever.

(xiii) Save and except the right of obtaining housing loan in terms of Clause 18 above, the Allottee shall not have any right or lien in respect of the said Apartment Unit till physical possession is made over to him after payment of all amounts by the Allottee.

(xiv) The Deed of Transfer and all other papers and documents in respect of the said Apartment Unit and the Premises shall be prepared and finalised by the Project Advocates and the Allottee has agreed and undertaken to accept and execute the same within 15 days of being required by the Transferors after complying with all obligations that are necessary for the same. In default, the Allottee shall be responsible and liable for all losses and damages that the Transferors may suffer.

(xv) The Promoter shall take steps for formation of the Association. Any association, company, syndicate, committee, body or society formed by any of the Unit Allottees without the participation of the Transferors shall not be entitled to be recognised by the Transferors and shall not have any right to represent the Unit Allottees or to raise any issue relating to the Buildings or the Premises. The maintenance of the Premises shall be made over to the Association within the time mentioned in the West Bengal Apartment Ownership Act, 1972 and upon such formation the Association shall be responsible for the maintenance of the Buildings and the Premises and for timely renewal of all permissions, licenses, etc. After handing over of the maintenance of the Premises to the Association, the Promoter shall transfer and make over the Deposits, if any, that may have been made by the Unit Allottees, to the Association after adjusting its dues, if any.

(xvi) All the Unit Allottees as also the Allottee herein shall become members of the Association without raising any objection whatsoever and abide by all the rules, regulations, restrictions and bye-laws as be framed and/or made applicable by the Promoter.

(xvii) All papers and documents relating to the formation of the Association shall be prepared and finalised by the Promoter and the Allottee hereby consents to accept and sign the same.

(xviii) The employees of the Maintenance Agency for the common purposes such as watchmen, security staff, caretaker, liftmen, sweepers etc. shall be employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment subsisting with the Maintenance Agency and the Allottee hereby consents to the same and shall not be entitled to raise any objection thereto.

(xix) The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein and/or in the several Deeds of Transfer and/or in the Head Leases which provisions and covenants shall, in any event, have an overriding effect and any contrary rules, regulations and/or amendments of the Association shall be void ab initio.

(xx) All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by all Unit

Allottees of the Buildings including the Allottee herein.

(xxi) The rights of the Promoter, the Maintenance Agency and the Association relating to certain matters are more fully specified in **Schedule L** and the Allottee has irrevocably agreed to be bound by the same.

(xxii) The Allottee shall from the Date of Possession, use and enjoy the said Apartment Unit in the manner not inconsistent with the Allottee's rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Unit Allottees and/or the Transferors.

(xxiii) The obligations and covenants of the Allottee in respect of the user, maintenance and enjoyment of the said Apartment Unit, the Common Areas, the Buildings and the Premises including payment of Maintenance Charges, electricity charges, Corporation and other taxes and other outgoings are more fully specified in Clause 15 and Schedule J and the same shall be binding on the Allottee. It is expressly made clear that after issue of the Notice for Possession all costs, expenses and outgoings in respect of the said Apartment Unit including for Maintenance Charges, electricity charges, Corporation taxes and other outgoings, charges, rates, taxes, levies, cess, deposits including security deposits or assessments pertaining to the said Apartment Unit, shall become payable by the Allottee from the date of issuance of the Partial or Full Completion Certificate notwithstanding anything to the contrary contained in Clause 15 or elsewhere in this Agreement. Such liability shall continue till the same is paid by the Allottee or the Agreement/ Allotment is cancelled/terminated.

(xxiv) The Maintenance Charges and proportionate Common Expenses shall be paid by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use any or all of the Common Areas and any non-user or non-requirement in respect of any Common Areas or parking facility (if so granted) shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Allottee in respect of the said proportionate Common Expenses and/or Maintenance Charges.

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

(xxvi) From the date of offering the handing over of maintenance to the Association, the Transferors shall not have any responsibility whatsoever regarding the Buildings and the Premises and/or any maintenance, security, safety or operations including relating to fire

fighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, meters and connection, etc and/or for any statutory compliances, permissions and licenses regarding the Premises and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Unit Allottees including the Allottee and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The Unit Allottees including the Allottee and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire license etc. and the Transferors shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of offering the handing over of maintenance, the Transferors and/or their directors, employees or agents shall not have any liability or responsibility whatsoever under any circumstance.

(xxvii) The Allottee has irrevocably consented and/or hereby irrevocably consents that the Promoter shall be entitled to make in future Additional/Further Constructions by way of additional/further construction in the Premises including by raising of any additional floor/storey/construction over the roofs of the Buildings (including the Common Roof Area) and/or by way of construction of additional buildings/structures in the open land/spaces in the Premises and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the Buildings and/or the Common Areas and such future Additional/Further Constructions/ exploitation shall belong exclusively to the Transferors who shall be entitled to assign, transfer and/or otherwise deal with and dispose of the same in any manner whatsoever and appropriate all considerations and other amounts receivable in respect thereof. For the aforesaid purpose the Promoter is entitled to shift any part of the Common Areas (including common areas and installations, lift machine rooms and water tanks and the Common Roof Area) to the ultimate roofs and also to make available the Common Areas and all utility connections and facilities to the additional/further constructions. The Promoter shall, if required, be entitled to obtain necessary permission / sanction from the concerned authorities regarding the above or get the same regularized/approved on the basis that the Transferors have an irrevocable sole right in respect of the same and the Allottee has irrevocably consented and/or hereby irrevocably consents to the same. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price/Agreed Premium and that the total number of Common Areas mentioned in Schedule 'E' shall not be reduced to the detriment of the Allottee.

(xxviii) Until a Deed of Transfer is executed in favour of the Allottee, the Allottee shall not be entitled to mortgage or encumber or grant sub-lease or assign or alienate or dispose of or deal in any manner whatsoever with the said Apartment Unit or any portion thereof and/or any right therein and/or under this Agreement (“**Alienation**”) except for the purpose of housing loan in terms of Clause 18 unless all the following conditions are complied with:-

- a) A minimum period of 1 (one) year has passed from the date of this Agreement.
- b) There is no default whatsoever by the Allottee in compliance with and/or performance of any of the Allottee’s covenants, undertakings and obligations under this Agreement or otherwise.
- c) The Allottee has made full payment of the Total Price / Agreed Premium, the Additional Liabilities and Deposits mentioned in **Schedule G** due or payable till the time of such Alienation including interest and penalties, if any.
- d) The Allottee or the assignee, nominee, etc. has made payment to the Transferors sum calculated at the rate of 1 (one) per cent of total amount payable by the nominee including purchase price of the Allottee and his profit/nomination charges) as transfer charges (hereinafter referred to as “**the Transfer Charges**”). The Allottee shall also pay the applicable Goods and Service Tax thereon, if any. However, no Transfer Fee shall be payable in case of transfer to the mother or father or spouse or child of the Allottee. It is further clarified that inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a transfer unless such joint Allottee is a mother or father or spouse or child of the original Allottee. Similarly, in case of the Allottee being a company, inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a transfer unless such new joint Allottee is a group company in which the Allottee owns at least 51 per cent of the entire equity share capital as also complete management control.
- e) The Allottee shall deposit with the Transferors No Objection Certificate from the Bank and/or a letter of release of charge/ mortgage/ security regarding the said Apartment Unit including the documents pertaining to the said Apartment Unit.
- f) Prior consent in writing is obtained from the Transferors regarding the proposed Alienation.
- g) Any additional income tax liability that may become payable by the Transferors due to nomination by the Allottee because of higher market valuation as per the Registration Authorities on the date of nomination, shall be compensated by the Allottee paying to the Transferors agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time. Such amount shall be payable by the Allottee on or before the nomination.

(xxix) After the execution and registration of the Deed of Transfer, the

Allottee may assign and/or grant sub-lease of the said Apartment Unit subject to the following conditions:

- a) The said Apartment Unit shall be one lot and shall not be partitioned or dismembered in parts. In case of assignment/sub-lease in favour of more than one assignee/sub-lessee, the same shall be done in their favour jointly and in undivided shares.
- b) The assignment/sub-lease of the said Apartment Unit by the Allottee shall not be in any manner inconsistent with this Agreement and/or the Deed of Assignment and/or the Head Leases and the covenants contained herein and/or in the Deed of Assignment and/or in the Head Leases shall run with the land and/or transfer. The person(s) to whom the Allottee may assign/sub-lease the said Apartment Unit shall be bound by the same terms, conditions, agreements, covenants, stipulations, undertakings and obligations as are applicable to the Allottee by law and/or by virtue of this Agreement and/or the Deed of Transfer and/or the Head Leases.
- c) All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, Corporation and other taxes etc. relating to the said Apartment Unit payable to the Maintenance Agency, the Corporation and other concerned persons/entities are paid by the Allottee in full prior to the proposed assignment/sub-lease. Such dues, if any, shall in any event, run with such proposed assignment/sub-lease.

(xxx) The Allottee shall fully observe and comply with the Head Leases including all terms, conditions, covenants, stipulations and restrictions contained therein and shall not commit any breach, default and/or violation thereof and shall make payment of any amount that may be payable thereunder proportionately and shall keep the Transferors fully indemnified in this regard.

(xxxii) The Allottee shall ensure that the Head Leases including any renewal and/or extensions thereof remain valid and subsisting for their entire period and/or duration and shall keep the Transferors fully indemnified in this regard.

(xxxiii) Upon the expiration of the term of the lease or sooner determination thereof, the Allottee shall quit, vacate and deliver unto the Transferors physical, vacant possession of the said Apartment Unit in good tenable condition without payment of any compensation or value thereof.

(xxxiiii) The Unit Allottees shall be entitled to the benefit of renewal of the Head Leases subject to the Unit Allottees paying the proportionate amount of lease rent and other amounts payable for such renewal as also the costs, charges and expenses for such renewal of the Head Leases (including stamp duty, registration fees, incidental expenses,

etc.). If there be any liability, assessment, imposition or enhancement of any tax, duty, levy, surcharge or fee (including income tax and/or GST) due to renewal of the Head Leases then the same shall be borne and paid proportionately by the Unit Allottees without raising any objection thereto and within 7 (seven) days of demand being made by the concerned authority. The Transferors shall not be liable for the same or any portion thereof under any circumstances whatsoever and the Unit Allottees shall keep the Transferors fully indemnified in this regard.

(xxxv) The Transferors shall be entitled to transfer the Apartment Units on such terms and conditions as the Transferors may deem fit and proper. Without restricting or limiting the generality of the above it is clarified that the Transferors shall be entitled inter alia to:

- (a) demarcate and allot the car parking spaces in the Buildings for the allottees of Apartment Units;
- (b) charge Maintenance Charges and Common Expenses to the allottees of Apartment Units at such differential rate as may be decided by the Transferors;
- (c) limit or restrict the rights of the allottees of Apartment Units in respect of use of certain Common Areas;
- (d) grant additional/differential rights to the allottees of Apartment Units in respect of use of certain Common Areas;
- (e) grant differential rights to the allottees of Apartment Units in respect of participation and voting regarding the Association and the maintenance.

(xxxvi) The said Open Terrace, if mentioned in **Part-I of Schedule A** hereto, shall have exclusive access from and be attached and appurtenant only to the said Apartment and shall be exclusively occupied and used by the Allottee for the purpose of private terrace only. The Allottee shall not be entitled to use the same for any other purpose or to make any construction thereon or to cover the same in any manner. The Allottee shall however be entitled to beautify and landscape the same provided however the same must always be fully open to sky without any covering, temporary or permanent. Further the Open Terrace cannot be enclosed by grills save and except the railing provided by the Promoter. The said Open Terrace shall form an integral part of the said Apartment Unit and shall be transferable only as a part of the same and not independently or in any other manner.

(xxxvii) The Allottee confirms that he has agreed to take the said Apartment Unit on sub-lease/assignment with full knowledge that he

would have no right, title, interest, claim or entitlement whatsoever in respect of Open Terraces attached and/or appurtenant to other Apartments which shall be exclusively occupied and used by the respective Unit Allottees and occupants thereof.

SCHEDULE 'A'- SAID APARTMENT UNIT

Part – I (said Apartment)

ALL THAT the residential Apartment No. ____ on the _____ Floor of Block ____ measuring about ____ square feet Carpet Area corresponding to ____ square feet Built Up Area and mutually accepted by the parties to be equivalent to ____ square feet agreed Super Built-up Area in the Project named “**Orbit Lumiere**” being constructed at Premises no. 58/3, Barrackpore Trunk Road, Police Station Sinthi (previously Cossipore), Kolkata 700002 (described in Schedule H below)

Together with an Open Terrace measuring about ____ square feet on the _____ floor of Block ____ attached and/or appurtenant to the said Apartment and delineated in **Blue** colour on the floor plan being ‘**Schedule B**’ below.

Part - II**(said Car Parking Space)****ALL THAT** the right to park:

- (i) ___ car(s) in the covered car parking space in the ground floor of the Buildings;
- (ii) ___ car(s) in the open car parking space located in the open area surrounding or adjacent to the Buildings;
- (iii) ___ car in the dependent covered car parking space;
- (iv) ___ car(s) in the Mechanical Car Parking System.

The said Apartment is to be made ready for handing over possession by 31st December, 2024 unless there is delay due to Force Majeure or reasons beyond control.

SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT**SCHEDULE 'C' - PRICE DETAILS & PAYMENT PLAN**

Event of making Payment	Percentage out of the Total Price / Agreed Premium
Application Money	Rs. 1,00,000/-
Booking Amount payable within 7(seven)days of Application	10 per cent inclusive of Application Money
Within 7(seven)days of execution of this Agreement for Sale	10 per cent plus Sky Club Charges
On completion of piling of block booked	10 per cent
On completion of ground floor roof casting of block booked	10 per cent
On completion of second floor roof casting of block booked	10 per cent

On completion of fifth floor roof casting of block booked	10 per cent
On completion of eighth floor roof casting of block booked	10 per cent
On completion of eleventh floor roof casting of block booked	10 per cent plus Generator, Electricity and Transformer Charges
On commencement of brickwork of the floor in which the said Apartment is situated	5 per cent
On commencement of flooring of the floor in which the said Apartment is situated	5 per cent
On Notice for Possession	<u>10 per cent</u>
Total	<u>100 per cent</u>

SCHEDULE 'D'- SPECIFICATIONS, AMENITIES, FACILITIES WHICH ARE PART OF THE SAID APARTMENT

(Specifications)

SPECIFICATIONS FOR APARTMENTS :

FOUNDATION & STRUCTURE

- Structure design for the optimum seismic consideration as stipulated by the IS code
- Foundation with RCC piles & pile caps
- RCC framed superstructure with ACC block/fly ash bricks as per design
- Anti-termite treatment during various stages of construction

BUILDING ELEVATION

- Towers meticulously designed and texture painted

LIVING/DINING ROOM

- Flooring: Vitrified tiles
- Walls: Putty finish

BEDROOMS

- Flooring: Vitrified tiles
- Walls: Putty finish

BALCONY

- Flooring: Matt finish tiles
- MS Railings

KITCHEN

- Flooring: Matt finish tiles
- Wall: Ceramic tiles upto 2 ft. height above the counter
- Granite stone countertop
- Stainless steel sink

WINDOW

- Aluminum powder coated windows with clear gazing

DOOR

- Wooden frame with Teak finish flush door

ELECTRICAL

- Modular switches of Havells/ Anchor/North-west or reputed make with copper wiring

TOILETS

- Flooring: Anti-skid ceramic tiles
- Wall: Designer ceramic tiles upto 7 ft. height, putty finish thereafter
- Sanitaryware: Jaquar or equivalent make
- CP fittings: Jaquar or equivalent make

SPECIFICATIONS FOR COMMON AREAS :**LIFT**

- Automatic Lift of Toshiba/Otis/Kone or equivalent make

GROUND FLOOR LOBBY

- Flooring: Combination of vitrified tiles & Granite as per design

TYPICAL FLOOR LOBBY

- Flooring: Vitrified tiles
- Wall: finish as per architect's design

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

Common Areas

SECTION A : (Common Areas and installations in respect whereof only right of user in common shall be granted)

- a) Lobbies and Staircases of the Building.
- b) Lift pits chute and machine room of lifts comprised in the Building.
- c) Common drains, sewers and pipes, sewerage treatment plant.
- d) Common water reservoirs, water tanks and water pipes (save those inside any Apartment) appurtenant to the Building.
- e) Wires and accessories for lighting of Common Areas of the Building.
- f) Pump and motor.
- g) Lift and lift machinery of the Building.
- h) Intercom system.
- i) Fire fighting equipment in the Building.
- j) CCTV on the ground floor.

SECTION – B (Common installations for which proportionate additional separate costs are to be paid by the Allottee)

- a) Electrical installations relating to meter, transformer and sub-station for receiving Electricity from CESC.
- b) Common Power Generator for common lights, lift(s), pump(s) and other common Facilities and for providing stand-by power for lobby, common light(s), lift(s), pump(s) and other common services as also for the said Apartment Unit.
- c) Other facilities or installations, if any, provided for the common use of the Allottees and not covered by **Section A** hereinabove.

SECTION – C (SKY CLUB FACILITIES including those on Ground Floor)

- 1. Swimming Pool

- 2.Kid's Pool
- 3.Indoor Games Room
- 4.Indoor Lounge
- 5.Amphitheatre Roof
- 6.Astronomical deck
- 7.Adda Zone
- 8.Open gym
- 9.Indoor Gymnasium
- 10.Creche
- 11.Senior citizen's zone
- 12.Outdoor Children's play area
- 13.Banquet hall
- 14.Yoga deck
- 15.Landscaped gardens
- 16.Multi-purpose court
- 17.Cabana
- 18.Amphitheatre

1. Notwithstanding anything contained above or elsewhere herein the contents of this Schedule are subject to changes by the Promoter and the rights in respect of the Common Areas are subject to the reservations and/or the rights of the Promoter under this Agreement.
2. Some common facilities and amenities shall be provided on a portion of the roof/floor above the top most apartments in the Buildings and the balance portion of the roof as also the ultimate roof shall not be part of the Common Areas and may be used, utilized and/or dealt with in any manner by the Promoter at its discretion.
3. The Promoter and the Assignors/Sub-Lessors shall always be entitled to use the Sky Club and its facilities in the same manner as the Unit Allottees irrespective of whether any Apartment Unit is owned and/or retained by them or not. The Promoter and the Assignors/Sub-Lessors and their directors and senior officers shall pay charges for use of the Sky Club in the same manner as the Unit Allottees provided that no entrance/membership fee or deposit shall be payable by the Promoter or the Assignors/Sub-Lessors.

SCHEDULE F- DEFINITIONS

- (a) “**Act**” means the Real Estate (Regulation and Development) Act, 2016;
- (b) “**Additional Liabilities**” shall mean the Additional Liabilities

mentioned in **Part-I** of the **Schedule G** hereto all of which are to be paid by the Allottee in addition to the Total Price / Agreed Premium and shall also include any other additional amounts that may be required to be paid by the Allottee;

- (c) **“Agreed Premium/Total Price”** shall mean the consideration mentioned in **Schedule C** payable by the Allottee for obtaining sub-lease/assignment of the said Apartment Unit(excluding Goods and Service Tax which is payable additionally by the Allottee, as applicable from time to time);
- (d) **“Apartment”** shall mean any residential apartment (including the Open Terrace, if any, appurtenant thereto)and/or any other covered space in the Buildings which is capable of being exclusively occupied, used and/or enjoyed;
- (e) **“Apartment Unit”** shall mean any residential Apartment (including the Open Terrace, if any, appurtenant thereto)and/or any other covered space in the Buildings which is capable of being exclusively occupied, used and/or enjoyed by any Unit Allottee, the right, if any, to park a car in a Car Parking Space, the undivided, impartible, variable, proportionate share or interest in the Common Areas mentioned in **Schedule E** heretowith the right to use and enjoy the same in common and wherever the context so intends or permits, shall include the Undivided Share attributable to such Apartment;
- (f) **“Architect(s)”**shall mean Raj Agarwal & Associates of 8B, Royd Street, 1st Floor, Kolkata, 700 016 or such other Architect(s) whom the Promoter may from time to time appoint as the Architect(s) for the Buildings;
- (g) **“Association”** shall mean the Association, Syndicate, Committee, Body, Society or Company which would comprise the Transferors and the representatives of the Unit Allottees and be formed or incorporated at the instance of the Promoter for the Common Purposes with such rules and regulations as shall be framed by the Promoter;
- (h) **“Booking Amount”**_ shall mean 10(ten) per cent of the Total Price/Agreed Premium which shall be payable by the Allottee for booking of the said Apartment;
- (i) **“Buildings”** shall mean the buildings and/or structures to be constructed on the Premises as per the Plans and the other constructions and structures that may be constructed on the Premises from time to time;
- (j) **“Built-Up Area”** in relation to an Apartment shall mean the plinth area of that Apartment (including the area of bathrooms, if any, balconies, if any, Open Terrace, if any, appurtenant thereto) and also the thickness of the walls (external or internal), the columns and pillars therein, provided that, if any wall, column or pillar be common between two Apartments then 1/2 (one-half) of the area under such wall, column or pillar shall be included in each of the Apartments;
- (k) **“Carpet Area”** shall have the meaning as ascribed to it under

the Act;

- (l) **“Club Rules”** shall mean the rules to be framed/made by the Promoter relating to the Sky Club and its facilities and the same shall, inter alia, deal with admission, removal, suspension of membership, restriction of access, entrance/membership fees, charges for use of different facilities, rules of conduct for members, provision for payment for repairs and replacements by the members, etc.
- (m) **“Common Expenses”** shall mean all costs and expenses mentioned in **Schedule K** for the management, maintenance and upkeep of the Buildings, the Common Areas and the expenses for Common Purposes;
- (n) **“Common Areas”** shall mean the common areas, facilities and installations in the Buildings and the Premises, as may be decided or provided by the Promoter for common use and enjoyment of the Unit Allottees and which are indicated in **Schedule E** hereto which shall be used and enjoyed in common by all the Unit Allottees
- (o) **“Common Purposes”** shall include the purpose of managing and maintaining the Premises, the Buildings and in particular the Common Areas, rendition of services in common to the Unit Allottees, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit Allottees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common;
- (p) **“Common Roof Area”** shall mean only the specified portion / area of the ultimate roofs of the Buildings, as may be decided and demarcated by the Promoter at any time prior to handing over possession of the said Apartment Unit, along with the Lift Machine Room and the water tank thereon, which only shall form part of the Common Areas;
- (q) **“Corporation”** shall mean the Kolkata Municipal Corporation and its different departments and officers and shall also include other concerned authorities that may recommend, comment upon, approve, sanction, modify and/or revise the Plans;
- (r) **“Corpus Fund”** shall mean the Fund comprising of the amounts to be paid / deposited and/or contributed by each Unit Allottee, including the Allottee herein, towards corpus fund which shall be held by the Maintenance Agency for the purpose of major repairs, replacements and additions to the Common Areas and other contingencies;
- (s) **“Date Of Possession”** shall mean the date on which the Allottee is handed over possession of the said Apartment;
- (t) **“Deed Of Transfer”** shall mean the Deed of Transfer to be executed by the Transferors in favour of the Allottee in respect of the said Apartment Unit upon the Allottee complying with all the obligations, paying and depositing all amounts in time and not committing any breach or default;

- (u) **“Deposits”** shall mean the amounts mentioned in **Part-II** of the **Schedule G** hereto and to be deposited by the Allottee and shall also include any other amount that the Allottee may be required to deposit;
- (v) **“Development Agreement”** shall mean and include the Development Agreement dated 21st June, 2021 registered at the office of the Additional Registrar of Assurances IV, Kolkata in Book No. I, Volume No. 1904-2021, Pages 277509 to 277565, Being No. 190405881 for the year 2021 executed by and between the Assignors/Sub-Lessors and the Promoter relating to development of the Premises and shall also include all modifications, alterations and changes, if any, made and/or that may be made therein from time to time as also all documents executed pursuant thereto, including Powers of Attorney;
- (w) **“Head Leases”** shall mean the Deed of Lease dated 11th October, 2002, the Consent Letter dated 14th January, 2014, the Declaration dated 14th January, 2014, the Deed of Lease dated 15th January 2014 and the Deed of Lease dated 15th January 2014; all mentioned in **Schedule-I** hereto;
- (x) **“Maintenance Agency”** shall mean the Promoter itself or any entity appointed by the Promoter for the Common Purposes or upon its formation, the Association;
- (y) **“Maintenance Charges”** shall mean the proportionate amount of Common Expenses payable monthly by the Allottee to the Maintenance Agency;
- (z) **“Car Parking Spaces”** shall mean the spaces on the ground floor of the Buildings as also in the open space surrounding or adjacent to the Buildings that may be earmarked by the Promoter for parking of medium sized cars;
- (aa) **“Open Terrace”** shall mean the open terrace areas on certain floors of the Buildings each of which shall be attached and/or appurtenant only to a specified Apartment and having access from such Apartment only and meant to be occupied, used and enjoyed exclusively by the Allottee /occupant of such Apartment;
- (bb) **“Plan/Plans”** shall mean the plans of the Buildings which have been revised and approved on 18th October, 2022 under Rule 26 (2a) and 2(b) of the Kolkata Municipal Corporation Building Rules, 2009 in modification of the Building Permit No. 2020010055 dated 21st January, 2021 sanctioned and approved by the Corporation and/or which may be finally revised/approved/sanctioned by the Corporation and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architect(s) and shall also include the variations, modifications, alterations and changes therein that may be made by the Transferors, if any, as well as all revisions, renewals and extensions thereof, if any;
- (cc) **“Premises”** shall mean the piece or parcel of land measuring about 5 bighas 2 cottahs 15 chittacks and 38 square feet more or

less having brick built messuages buildings tenements hereditaments and other structures erected thereon situate, lying at and being Premises No. 58/3, Barrackpore Trunk Road, Kolkata 700 002, Police Station Sinthi (previously Cossipore), under Ward No. 2 of the Kolkata Municipal Corporation and morefully described in **Schedule H** heretoand the same shall wherever the context permits also include the Buildings to be constructed thereon;

- (dd) **“Project”** shall mean the work of development of the Premises by the Promoter, construction and completion of the Buildings (including Additional/Further Constructions), marketing and transfer of the Units and other rights, handing over of possession of the completed Units to the Unit Allottees by the Promoter and execution and registration of the Deeds of Transfer in favour of the Unit Allottees;
- (ee) **“Project Advocates”** shall mean R. Ginodia& Co. LLP, Advocates of Ground Floor, 6, Church Lane, Kolkata-700 001 who have been appointed by the Promoter and have prepared this Agreement and also shall prepare all legal documentation regarding the development, construction, assignment and transfer of the Premises, the Buildings and the Units therein, including the Deeds of Transfer;
- (ff) **“Regulations”** means the Regulations that may be made under The Real Estate (Regulation and Development) Act, 2016 applicable to West Bengal;
- (gg) **“Rights on Allottee’s Default”** shall mean the rights mentioned in Clause 9.3 to which the Transferors shall be entitled in case of any default or breach by the Allottee;
- (hh) **“Rules”** means the West Bengal Real Estate (Regulation and Development) Rules, 2021;
- (ii) **“Said Apartment”** shall mean the Apartment described in **Part I of Schedule A** hereto;
- (jj) **“Said Apartment Unit”** shall mean the said Apartment, the said Car Parking Space, (if any), the proportionate variable, undivided, indivisible and impartible share or interest in the Common Areas mentioned in **Schedule E** heretowith right to use and enjoy the same in common and wherever the context so intends or permits, shall include the said Undivided Share;
- (kk) **“Said Open Terrace”** shall mean the Open Terrace, if any, mentioned in **Part-I of Schedule-A** hereto;
- (ll) **“Said Land”** shall mean the land measuring about 5 bighas 2 cottahs 15 chittacks and 38 square feet more or less comprised in the Premises;
- (mm) **“Said Car Parking Space”** shall mean the right to park medium sized car(s) if any, described in **Part II of Schedule A** hereto;
- (nn) **“Said Undivided Share”** shall mean the proportionate variable undivided indivisible and impartible share in the said Land comprised in the Premises which is attributable to the said

Apartment;

- (oo) “**Section**” means a section of the Act;
- (pp) “**Super Built-Up Area**” of the said Apartment Unit has been mutually agreed to be calculated by adding (i) the built-up area of the said Apartment and (ii) an agreed fixed percentage of 37 (Thirty seven) per cent of the built up area of the said Apartment;
- (qq) “**Transfer**” with all its grammatical variations shall mean and include transfer by way of sub-lease and/or transfer by way of assignment, as shall be mutually decided by the Transferors;
- (rr) “**Undivided Share**” in relation to an Apartment shall mean the proportionate variable undivided indivisible and impartible share in the said Land comprised in the Premises which is attributable to the Apartment concerned;
- (ss) “**Unit**” shall, according to its context, mean any unit in the Buildings, whether an Apartment Unit;
- (tt) “**Unit Allottees**” shall, according to its context, mean all Allottees and/or intending Allottees of different Units in the Building including the Assignors/Sub-Lessors and the Promoter in respect of such Units as may be retained and/or not alienated and/or not agreed to be alienated for the time being by the Assignors/Sub-Lessors and the Promoter;
- (uu) **Masculine Gender** used in this Agreement shall include the feminine and neuter gender and vice versa and **Singular Number** shall include the plural and vice versa.

SCHEDULE G

PART I – ADDITIONAL LIABILITIES

The following are not included in the Total Price/Agreed Premium and the Allottee has agreed and undertakes to pay the following within 15 (fifteen) days of demand without raising any objection whatsoever regarding the same:

- (i) Goods and Services Tax (GST) payable on the Total Price/Agreed Premium and/or on assignment/ transfer of the said Apartment Unit to the Allottee and payment of the same shall be made on or before the date the same is payable as per law or alongwith the payment of the respective instalment or within 15 days of demand by the Promoter, whichever is the earliest.
- (ii) Legal Fees of Rs. 21,000/- payable to the Project Advocates; 50 per cent of which shall be paid within 30 days from the booking of the said Apartment and the balance 50 per cent shall be paid within 15 days of Notice for Possession.
- (iii) Betterment and/or development charges and any other tax, duty levy, cess, or charge that may be imposed or charged, if any, in connection with construction or transfer of the said Apartment Unit in favour of the Allottee.

- (iv) Stamp duty and registration fee and all other taxes, levies and other allied expenses relating to this Agreement for Transfer, the Deed of Transfer and all other papers and documents that may be required to be executed and/or registered in pursuance hereof and/or relating to the said Apartment Unit and any additional/deficit stamp duty, additional/deficit registration fee, penalty, interest or any other levy, if any, that may be imposed in this regard at any time together with miscellaneous expenses for registration of each document.
- (v) Price, cost, charges and expenses levied by the Promoter for any additional or extra work done and/or any additional amenity or facility provided and/or for any changes, additions, alterations or variation made in the said Apartment, and/or the agreed Specifications, including the costs, charges and expenses for revision/registration/regularisation of the Plans under Rule 26 in relation to the said Apartment.
- (vi) The Allottee shall pay Rs.150/- (Rupees one hundred fifty only) per square feet of super built up area of the said Apartment amounting to Rs. _____/- (Rupees _____ only) to the Promoter on account of the following:
 - a. For obtaining and providing electricity supply and meter, including, on account of transformer or electrical sub-station, if any, and its installation, HT/LT line supply, supply cables, switch gears, etc. The Allottee confirms and accepts that the Allottee shall bear and pay separately all the expenses (including the security deposit) payable to Calcutta Electric Supply Corporation Limited (CESC) for his separate meter.
 - b. For providing common generator as mentioned in Schedule E above
- (vii) Proportionate costs, charges and expenses for betterment and/or development charges or other levies that may be charged regarding the Premises or the Buildings or the construction in terms hereof.
- (viii) Proportionate costs, charges and expenses for providing any additional or special provision, fitting or amenity in the Buildings and/or the Premises by the Promoter.
- (ix) Proportionate costs, charges and expenses for formation of the Association.
- (x) Applicable Goods and Service Tax and any other tax, duty, levy, cess, etc., if applicable on the above amounts, shall be paid by the Allottee in addition to the above.
- (xi) Club Charges at the rate of Rs 100/- per square feet of the Super Built Up Area with additional applicable GST payable at the time of the Agreement.
- (xii) Mutation Charges of Rs. 15,000/-.

PART II –DEPOSITS

(a)	Deposit for Sinking Fund payable by the Allottee at the rate of Rs.72/- per square feet of Super Built-up Area of the said Apartment.
(b)	Deposit for Maintenance Charges for 12 months at the rate of Rs.36/- (Rupees thirty six only) per square feet (subject to escalation) of Super Built up Area of the said Apartment.
(c)	Deposit equivalent to 4 (Four) quarters Municipal Taxes at the rate of Rs.36/- (Rupees thirty six only) per square feet of Super Built up Area of the said Apartment.
(d)	Deposit for electric supply/individual meter for the said Apartment as per actuals payable to the electricity supply authority.
(e)	Deposit for any other item in respect of which payment is to be made by the Allottee under Part-I of this Schedule.

The Deposit under Item Nos. (a) to (c) shall be paid by the Allottee to the Promoter within 15 days of Notice for Possession forwithout raising any objection whatsoever regarding the same. The Deposit under Item Nos. (d) and (e) shall be paid by the Allottee to the Promoter within (15) fifteen days of demand without raising any objection whatsoever regarding the same.

Applicable Goods and Service Tax and any other tax, duty, levy, cess, etc., if applicable, on the above amounts shall be paid by the Allottee in addition to the above.

SCHEDULE H - SAID LAND/PREMISES

ALL THAT the piece or parcel of land measuring about 5 bighas 2 cottahs 15 chittacks and 38 square feet more or less having brick built messuages buildings tenements hereditaments and other structures (together measuring about 5000 square feet) erected thereon situate, lying at and being Premises no. 58/3, Barrackpore Trunk Road, Kolkata 700002, Police Station Sinthi (previously Cossipore), under Ward no. 2 of the Kolkata Municipal Corporation and butted and bounded in the following manner:

On the North :	By more than 9 meters wide road;
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On the East :	By Premises No. 58/2, Barrackpore Trunk Road and the passage;
On the South :	By 6 meter wide road; and
On the West :	By Premises No. 58/4, Barrackpore Trunk Road.

OR HOWSOEVER OTHERWISE the same may be called known numbered described or distinguished

SCHEDULE I – DEVOLUTION OF LEASEHOLD RIGHT AND INTEREST OF THE ASSIGNORS/SUB-LESSORS IN RESPECT OF THE PREMISES

1. One Biswanath Roy, since deceased, was during his lifetime the sole and absolute owner of ALL THAT the Premises morefully described in the **Schedule H** hereinabove written.

2. The Premises was given on lease for a period of 30 years from 1st April, 1963 to 31st March, 1993 by the said Biswanath Roy by virtue of a registered Indenture of Lease. Upon expiry of the aforesaid lease, the lessee therein did not vacate and continued in occupation (hereinafter referred to as “the said Occupation”)

3. The said Biswanath Roy died intestate on or about 12th August, 2000 leaving behind his widow Smt. Mira Roy and two sons being Debabrata Roy and Subrata Roy as his only legal heirs who thus jointly became entitled to the Premises subject to the said Occupation.

4. By and under a Deed of Lease dated 11th October 2002 made between Smt. Mira Roy, Debabrata Roy and Subrata Roy (as Lessors of the One Part) and the First Assignor/Sub-Lessor herein (therein referred to as the Lessee of the Other Part) a lease for a period of 60 years was granted subject to the said Occupation with effect from 11th October, 2002 on the terms and conditions therein contained. The said Deed of Lease dated 11th October, 2002 was registered at the office of the Additional Registrar of Assurances, Kolkata in Book No. I, Volume No. 3, Pages 1 to 17, Being No. 5403 for the year 2002.

5. The said Smt. Mira Roy died intestate on or about 12th March, 2010 leaving behind Debabrata Roy and Subrata Roy as her only legal heirs. Accordingly, the Debabrata Roy and Subrata Roy (herein referred to as “**the Owners**”) became the absolute lawful owners of the Premises subject to the said Occupation and the aforesaid lease in favour of the First Assignor/Sub-Lessor.

6. The Owners have issued a Consent Letter dated 14th January, 2014 inter alia granting consent to the First Assignor/Sub-Lessor for demolishing the existing buildings and structures and constructing new buildings and structures on the Premises and for transfer, assignment and/or sub-lease of the leasehold interest in whole or in parts. The Owners have also executed a Declaration dated 14th January, 2014 inter alia regarding the above. The said Deed of Lease dated 11th October, 2002, the said Consent Letter dated 14th January, 2014 and the aforesaid Declaration dated 14th January, 2014 are collectively referred to as “the First Lease”.

7. By and under a Deed of Lease dated 15th January 2014, the Owners as Lessors of the One Part and the Second Assignor/Sub-Lessor as Lessee of the Other Part, the Second Assignor/Sub-Lessor was granted lease in respect of the Premises for a term of 30 years commencing from 11th October, 2062. The said Deed of Lease dated 15th January 2014 was registered at the office of the Additional Registrar of Assurances, Kolkata in Book No. I, CD Volume No. 3, Pages 2983 to 3002, Being No. 00591 for the year 2014. The said Deed of Lease dated 15th January 2014 is referred to as “the Second Lease”.

8. By and under a Deed of Lease dated 15th January 2014, the Owners, as Lessors of the Other Part and the Third Assignor/Sub-Lessor as Lessee of the Other Part, the Third Assignor/Sub-Lessor was granted lease in respect of the Premises for a term of 30 years commencing from 11th October, 2092. The said Deed of Lease dated 15th January 2014 was registered at the Office of the Additional Registrar of Assurances, Kolkata in Book No. I, CD Volume No. 3, Pages 2963 to 2982, Being No. 00590 for the year 2014. The said Deed of Lease dated 15th January 2014 is referred to as “the Third Lease”.

9. The said Occupation has been vacated and surrendered and vacant and peaceful possession of the Premises in its entirety is now with the First Assignor/Sub-Lessor.

10. Accordingly, by virtue of the First Lease, the Second Lease and the Third Lease (herein collectively referred to as “**the Head Leases**”), the Assignors/Sub-Lessors herein became entitled to the leasehold right and interest with respect to the Premises.

SCHEDULE J – ALLOTTEE’S COVENANTS & HOUSE RULES

1. The Allottee has agreed undertaken and covenanted to:
 - a) comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency from time to time;
 - b) permit the Maintenance Agency and its men, agents and

workmen to enter into the said Apartment for the Common Purposes or the Project with prior reasonable notice except in case of emergency/urgency;

c) deposit the amounts for various purposes as required by the Promoter and/or the Maintenance Agency;

d) use and occupy the said Apartment only for the purpose of residence and shall not be entitled to and shall not kill, slaughter or otherwise harm or injure animals, livestock or birds etc. within the Buildings and/or the Premises or on any portion thereof;

e) use the Common Areas mentioned in **Part I** and **Part II** of **Schedule E** without causing any hindrance or obstruction to other Unit Allottees and occupants of the Buildings;

f) keep the said Apartment and party walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Apartment in the Buildings and/or in the Premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Apartments and parts of the Buildings;

g) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Apartment or the Common Areas for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise and also not to make any form of alteration to the external façade of the Buildings;

h) maintain and/or remain responsible for the structural stability of the said Apartment and not to do anything which has the effect of affecting the structural stability of the Buildings and in case any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 200/-(two hundred) per square feet of the super built up area of the said Apartment Unit together with applicable Goods and Service Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;

i) use and enjoy the Common Areas only to the extent required for ingress to and egress from the said Apartment of men, materials and utilities;

j) sign and deliver to the Promoter all papers, applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Apartment from the CESC Limited in the name of the Allottee and until the same be obtained, the Promoter shall provide or cause to be provided reasonable

quantum of electricity from its own sources and install at the cost of the Allottee an electric sub-meter in or for the said Apartment and the Allottee shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Apartment;

k) be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other Unit Allottees. The main electric meter shall be installed only at the common meter space. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Buildings, the Premises and outside walls of the Buildings save in the manner indicated by the Promoter/Association (upon formation);

l) bear and pay the Common Expenses and all other costs, expenses and outgoings in respect of the Premises proportionately and the said Apartment Unit wholly and the same shall initially be payable to the Maintenance Agency;

m) pay Corporation and all other rates, taxes, levies, duties, charges, impositions, outgoings and expenses in respect of the Buildings and the Premises proportionately and the said Apartment Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Apartment Unit until the same is assessed separately by the Corporation;

n) pay for other utilities consumed in or relating to the said Apartment Unit;

o) allow the other Unit Allottees the right to easements and/or quasi-easements;

p) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Corporation Taxes and other taxes and payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;

q) to make payment of applicable Goods and Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Transferors, the Maintenance Agency and/or Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement;

r) observe and comply with the Head Leases including all terms, conditions, covenants, stipulations and restrictions contained therein and not to commit any breach, default and/or violation thereof and to make payment of any amount that may be payable thereunder

proportionately and to keep the Transferors fully indemnified in this regard;

s) ensure that the Head Leases including any renewal and/or extensions thereof remain valid and subsisting for its entire period and/or duration and to keep the Transferors fully indemnified in this regard; and

t) observe and comply with such other covenants as be deemed reasonable by the Promoter for the Common Purposes.

2. the Allottee has agreed and covenanted:

a) not to damage, demolish or cause to be damaged or demolished the said Apartment or any part thereof;

b) not to do anything that may affect the structural strength of the beams, columns, partition walls or any portion of the Buildings and not to make changes of a permanent nature except with the prior approval in writing of the Maintenance Agency and with the sanction of the authorities concerned;

c) not to put any nameplate or letter box or neon-sign or board in the Common Areas or on the outside walls of the Buildings save at the place as be approved or provided by the Promoter Provided However That nothing contained herein shall prevent the Allottee to put a decent nameplate on the outface of the main door of the said Apartment;

d) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Apartment or any portion thereof and not to change the colour or design of balcony, balcony railings, window grills, and/or change the outer elevation of the said Apartment or the Buildings under any circumstance and in case any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 50/-per square feet of the super built up area of the said Apartment Unit together with all applicable taxes thereon besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter and the removing of Box Grill if at all put by the Transferee shall be made at the cost of the Transferee;

e) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Apartment or any part of the Buildings or the Premises or may cause any increase in the premium payable in respect thereof;

- f) not to make or permit or play any disturbing noises or loud sounds or music in the Premises or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers of the Buildings and/or disturb them;
- g) not to use the lifts in case of fire and also not to use the lifts for the purpose of carriage or transportation of any goods, furniture, heavy articles, etc;
- h) not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance Agency/Association;
- i) not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation;
- j) not to decorate the exterior of the Buildings otherwise than in the manner agreed by the Promoter in writing or in the manner as near as may be in which it was previously decorated and also not to alter or permit any alteration in the outside colour scheme of the exposed walls of the verandahs lounge or any external walls or the fences of external doors and windows including grills/gates of the said Apartment Unit which in the opinion of the Maintenance Agency differ from the colour Scheme of the Buildings or deviation or which in the opinion of the Maintenance Agency may affect the elevation in respect of the exterior walls of the Buildings and/or the Premises and in case any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 50/-per square feet of the super built up area of the said Apartment Unit together with all applicable taxes thereon besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;
- k) not to deposit or throw or permit to be deposited or thrown any garbage, rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas or installations of the Buildings and the Premises and to deposit the same in such place only in the Premises and at such time and in such manner as the Maintenance Agency may direct;
- l) not to store or allow anyone to store any goods articles or things in or around the staircase, lobby, landings or other common areas or installations of the Buildings;
- m) not to store in the said Apartment Unit or any part of the Premises any hazardous, combustible, inflammable, injurious or obnoxious article likely to injure, damage or prejudicially affect or

expose the Premises or any part thereof and/or the Premises and/or any neighbouring property to any risk of fire or any accident;

n) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Apartments in the Buildings;

o) not to claim any right over and/or in respect of the roofs of the Buildings other than the right of common use in respect of the Common Roof Area or in respect of any open land at the Premises or in any other open or covered spaces of the Buildings and the Premises reserved or intended to be reserved by the Transferors for their own exclusive use and enjoyment and not meant to be a common area or portion and notwithstanding any inconvenience to be suffered by him and not to obstruct any development or further development or additional vertical / horizontal or other constructions which may be made by the Promoter thereat or on any part thereof;

p) not to object to or hinder sanction of further/additional vertical/horizontal or other constructions or to the resultant variation in the said Undivided Share and the Allottee shall not object to the changes and/or inconvenience caused due to such construction being made by the Promoter from time to time even after the Date of Possession;

q) not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner and/or for any reason whatsoever, relating to or concerning the construction or completion or transfer of the Buildings and/or the Apartments therein by the Promoter at any time, whether before or after the Date of Possession and/or delivery of possession of the said Apartment Unit to the Allottee, notwithstanding there being temporary inconvenience in the use and enjoyment of the said Apartment Unit by the Allottee and to be responsible and liable for all losses and damages which the Promoter may suffer in this regard due to any default by the Allottee;

r) not to object, obstruct or create any hindrance to the Promoter making Additional/Further Constructions subsequently and/or granting similar rights to the transferees/assignees/sub-lessees and occupiers thereof in respect of the Common Areas;

s) not to shift or obstruct any windows or lights in the said Apartment or the Buildings and not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Apartment without the prior consent in writing of the Promoter and/or the Association;

- t) not cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment;
- u) not to block or occupy or encroach upon or obstruct or keep any article or goods in any pathways, passages, corridors, stairways, entrances or lobby or any of the Common Areas in any manner whatsoever;
- v) not hang or cause to be hung clothes from the balconies of the said Apartment;
- w) not to permit any new window, light, opening, doorway, path, passage, drain or other encroachment or easement to be made or acquired in against out of or upon the said Apartment without the prior consent in writing of the Promoter and/or the Association;
- x) not to park or allow anyone to park any car at any place other than the space earmarked for parking car(s) of the Allottee, if any, mentioned in **Schedule A**;
- y) not to sub-lease/assign, transfer, let out or part with possession of the said Car Parking Space, if so agreed to be taken on sub-lease/assignment by the Allottee hereunder, independent of the said Apartment and to use the same only for the purpose of parking of a motor car;
- z) not to use the said Apartment Unit for any purpose save and except for residential purpose for the unexpired residue period or term of the Head Leases, that is, for the period till 10th October, 2122 and any extension/renewal thereof and not to use the said Apartment Unit for any commercial, business or professional purpose including without limitation, as a doctor's chamber, diagnostic or testing unit, nursing home, computer or educational training centre, repairing centre, commercial guest house, Club House, Eatery, boarding house, lodge, business centre, etc or for commercial, illegal or immoral purposes or in any manner that may cause nuisance to occupiers of the other portions of the Buildings;
- aa) not to do any addition, alteration, structural changes, construction or demolition in the said Apartment Unit without prior written permission from the Corporation and other concerned authorities as also the Maintenance Agency and also subject to the condition that the same is not restricted under any other provision of this Agreement and in case of any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 50/- per square feet of the super built up area of the said Apartment Unit together with all applicable taxes thereon besides remedying/rectifying such deviation, breach, violation or default at its

own costs within 15 days from being called upon to do so by the Promoter;

bb) not to raise or put up any kutchra or pucca constructions, grills, walls or enclosure of any kind around the said Car Parking Space or part thereof and keep it always open and not use it for dwelling or staying of any person or blocking it by putting any articles and not do anything to alter its current state;

cc) not to make any claim of any nature whatsoever in respect of the Premises other than the said Apartment Unit hereby agreed to be transferred and the common enjoyment of the Common Areas;

dd) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the Buildings and shall not project anything out of any window of the Premises;

ee) not to keep or harbour any bird or animal in the Common Areas of the Premises;

ff) not to make claim of any right of pre-emption or otherwise regarding any of the other Apartments or any portion of the Buildings and/or the Premises;

gg) not to install any air-conditioner except at the designated place shown by the Promoter and at no point of time to change the position, cabling, vents and/or arrangement for the air-conditioner without prior written consent of the Promoter;

hh) not to install any external wires or cables that may be visible outside the said Apartment;

ii) not to put any film, whether coloured, reflective or otherwise on the windows/glass, whether external or internal;

jj) not to install any false ceiling in the said Apartment without first making provision for the fire sprinkler and fire alarm system to be appropriately installed at the costs of the Allottee in the manner that the same are visible and operative externally and outside the false ceiling and do not adversely affect the fire safety;

kk) not to subdivide the said Apartment Unit and/or the said Car Parking Space, if allotted, or any portion thereof;

ll) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any portion of the Buildings and the Premises not forming part of the Common Areas;

mm) not to carry on or permit to be carried on at the said Apartment Unit or any part thereof at any time any dangerous, noisy, obnoxious or offensive act or any nuisance or do any act, matter or thing which may cause annoyance or inconvenience to the other Unit Allottees /occupiers of the Premises and/or the neighbourhood;

nn) not to use the said Apartment Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity which could subject the Transferors to any liability under environmental laws or any other laws;

oo) not to interfere in any manner with the right, title, interest or entitlement of the Transferors and/or their transferees/assignees/sub-lessees in respect of other Apartment Units;

pp) not to do anything contrary to the Head Leases and not to commit any breach or violation of the Head Leases;

qq) not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in this Agreement;

rr) not to change the Project name and its logo under any circumstances whatsoever; and

ss) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any of the Open Terraces in the Buildings and the Premises save and except the said Open Terrace, if any, mentioned in Part-I of Schedule-A.

3. The Allottee agrees, undertakes and covenants not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner or for any reason whatsoever relating to the Premises or concerning the development, construction or completion of the Premises including the Common Areas and/or any further extension, expansion, construction, addition or alteration therein from time to time and/or the transfer, sub-lease/assignment or disposal of any Apartment Unit or any portion of the Buildings and/or the Premises.

4. The Allottee has agreed undertaken and covenanted not to question at any time the computation of the Super Built-up Area of the said Apartment Unit and not to claim or demand, under any circumstances whatsoever, details or calculations of the Super Built-up Area.

5. If at any time there be imposition of or enhancement of any tax, duty, levy, surcharge or fee (including Goods and Service Tax) under

any statute or regulation on the Premises, the Buildings and/or the said Apartment Unit or on the construction or transfer of the said Apartment Unit or any portion thereof (whether payable to the concerned authority by the Transferors or the Allottee) the same shall be borne and paid by the Allottee wholly in respect of the said Apartment Unit and proportionately in respect of the Premises and the Buildings, without raising any objection thereto. The Promoter and/or the Assignors/Sub-Lessors shall not be liable for the same or any portion thereof under any circumstances whatsoever. The Allottee shall make such payment within 7 (seven) days of demand being made by the Promoter and/or the Assignors/Sub-Lessor and/or the concerned authority.

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

7. The Allottee shall be responsible for and shall keep the Transferors and the Maintenance Agency indemnified of from and against all damages, claims, demands, costs, charges, expenses and proceedings occasioned relating to the Premises or any part of the Buildings or to any person due to any negligence or any act, deed, thing or omission made done or occasioned by the Allottee and shall keep the Transferors and the Maintenance Agency indemnified of from and against all actions claims proceedings costs expenses and demands made against or suffered by the Transferors and the Maintenance Agency as a result of any act, omission or negligence of the Allottee or the servants, agents, licensees, invitees or visitors of the Allottee and/or any breach or non-observance by the Allottee of the Allottee's covenants and/or any of the terms herein contained.

8. The transaction contemplated herein is a single transaction of transfer by way of sub-lease/assignment and acquisition by way of sub-lease/assignment of the said Apartment Unit and does not constitute any Party to be the agent of the other Party and no form of service is contemplated. It is further hereby expressly intended and agreed by and between the parties hereto that nothing herein contained shall be construed to be a "Works Contract" and it is hereby further intended and agreed by and between the parties hereto that in the event any of the Transferors is liable to make payment of any Sales Tax, VAT, Works Contract Tax, Service Tax, Goods & Service Tax or any other statutory tax, duty or levy in respect of this Agreement or the assignment of the said Apartment contemplated hereby, the Allottee shall be liable to and agrees to make payment of the same at or before taking possession of the said Apartment Unit.

9. The Parties shall keep confidential all non-public information and documents concerning the transaction contemplated herein, unless compelled to disclose such information/documents by judicial or administrative process or by other requirements of law.

10. The Allottee has read and understood the Memorandum of Agreement dated 8th September, 2017 made between Bharat Sanchar Nigam Limited and the Assignors/Sub-Lessors and registered at the office of the Additional Registrar of Assurances – IV, Kolkata in Book no. I, Volume no. 1904-2017, Pages 359723 to 359759, Being no. 190409436 for the year 2017. Under the said Memorandum of Agreement dated 8th September, 2017 (a) a room on the ground floor measuring 12 ft. * 15 ft., (b) open space of 5 ft. * 5 ft. near the room and (c) an open space measuring 15 ft. * 15 ft. on terrace for erection of 8 to 10 meters high tower have been agreed to be provided to BSNL free of costs on the terms and conditions mentioned therein which the Allottee has agreed to fully comply with.

SCHEDULE K - COMMON EXPENSES

1. **Association:** Establishment and all other capital and operational expenses of the Association.
2. **Common Utilities:** All charges and security deposits for supply, operation and maintenance of common utilities.
3. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.
4. **Litigation:** After handing over of possession all litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas of the Premises, including the exterior or interior (but not inside any Apartment) walls of the Buildings.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas of the Premises, including lifts, generator, changeover switches, CCTV, if any, EPABX, if any, pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas of the Premises.
7. **Rates and Taxes:** Corporation Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Buildings and/or the Premises save those separately assessed on the Allottee.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians, etc. including their perquisites, bonus and other emoluments and benefits.

9. **Management Fees**

10. **General & Out Pocket Expenses:** All other expenses and/or outgoings including litigation expenses, if any, as may be incurred by the Maintenance Agency/ Association for the Common Purposes.

11. **Sky Club:** The costs, charges and expenses relating to the Sky Club shall form part of the Common Expenses and be included in the Maintenance Charges payable by the Unit Allottees.

SCHEDULE L - RIGHTS OF THE MAINTENANCE AGENCY/ASSOCIATION

a) Apportionment of any liability of the Allottee in respect of any expenses, taxes, dues, levies or outgoings payable by the Allottee pursuant to this Agreement or otherwise shall be Proportionate.

b) The Maintenance Charges payable by the Allottee with effect from the date of issue of the Partial or Full Completion Certificate shall be payable on a monthly basis on the basis of the bills to be raised by Maintenance Agency/Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Maintenance Charges shall be decided by the Promoter from time to time subject to a minimum of Rs. 3/-per square feet of super built-up area per month for the said Apartment together with applicable Goods and Service Tax.

c) The Maintenance Agency/Association shall be entitled to revise and increase the Maintenance Charges from time to time and the Allottee shall not be entitled to object thereto.

d) The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by Maintenance Agency/Association (upon formation), within the prescribed due date, failing which the Allottee shall pay interest for delayed payments at the rate specified in Rule 17 of the Rules, for the period of delay, computed from the date the payment became due till the date of payment, to the Maintenance Agency/Association (upon formation), as the case may be. The Allottee also admits and accepts that apart from the above, the Maintenance Agency/Association shall also be entitled to withdraw, withhold, disconnect or stop all or any services, facilities and utilities to the Allottee and/or the said Apartment Unit including water supply, electricity, user of lift etc., in case of default in timely payment of the Maintenance Charges, Electricity Charges, Corporation taxes, Common Expenses and/or other payments by the Allottee after giving 15 days notice in writing.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee (including Joint Allottees)

(1) Signature _____
Name _____
Address _____

Please affix Photographs and sign across the photograph
--

(2) Signature _____
Name _____
Address _____

Please affix
Photographs
and sign across
the photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED
Promoter:

Signature _____

Please affix
Photographs and
sign across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED
Assignors/Sub-Lessors:

Signature _____

Please affix
Photographs and
sign across the
photograph

At Kolkata on in the presence of :

WITNESSES:

(1) Signature _____
Name _____
Address _____

(2) Signature _____
Name _____
Address _____

Drafted by:

Mr. Vikramjit Mullick, Advocate
Enrollment No. F/262/1215/2021
R. Ginodia & Co. LLP, Advocates
6, Church Lane,
Kolkata – 700 001

DATED THIS DAY OF , 2022

BETWEEN

SUDARSHAN KUMAR MAHESWARI & ORS.

AND

**ORBIT TIRUPATI TOWERS PRIVATE
LIMITED**

AND

AGREEMENT FOR TRANSFER

Apartment No.	:	
Floor	:	
Block	:	

**R. Ginodia & Co. LLP
Advocates
6, Church Lane
Kolkata – 700 001.**

DATED THIS DAY OF , 2022

BETWEEN

SUDARSHAN KUMAR MAHESWARI & ORS.

AND

ORBIT TIRUPATI TOWERS PRIVATE LIMITED

AND

AGREEMENT FOR TRANSFER

Apartment No.	:	
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