

AGREEMENT FOR SALE

This Agreement for Sale (Agreement) executed on this _____ (date) day of _____(Month), _____(Year).

By and Between

1 PROMOTER:

- 1.1 SUGAM DIAMOND ABASAN LLP**, a Limited Liability Partnership, registered under the Limited Liability Partnership Act, 2008 (6 of 2009) and duly registered with the Registrar of Companies, West Bengal, having its LLPIN: AAC 3611 of 2014 and its I.T. PAN: **ACF55586C** and having its registered office at 7B Dr. Harendra Coomer Mukherjee Sarani (formerly Pretoria Street), 2nd Floor, Alom House, Kolkata – 700071, Police Station: Shakespeare Sarani, Post Office: Middleton Street, represented by its Authorised Representative **Mr. Bishwanath Haralalka**, son of Late Basudev Haralalka **having PAN ABCPH1758F**, having Aadhaar No. **6868 1637 7880** and residing at 118/1A, Ashutosh Mukherjee Road, P.S. Bhowanipore, P.O. Bhowanipore, Kolkata -700 025 hereinafter referred to as the "**PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns);

AND

2 ALLOTTEE

- 2.1 (1)** _____(having Aadhaar No. _____, PAN Number _____) wife of _____, by Nationality Indian, aged about ___ years residing at _____, District _____, Post Office and Police Station - _____, West Bengal, Pin Code - _____ hereinafter called the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his or her heirs, executors, administrators, successors-in-interest and permitted assigns).

AND

3 OWNERS:

- 3.1 ORBIT TOWERS PRIVATE LIMITED** (PAN AAACO3688F) (CIN U65921WB1985PTC038834), a Company incorporated under the Companies Act, 1956 having its Registered Office at "Mansarowar", 3B Camac Street, P.O.Park Street, Police Station Shakespeare Sarani, Kolkata–700016,
- 3.2 SUGAM GRIHA NIRMAAN LIMITED** (PAN AAEC57354N) (CIN U70109WB1989PLC045956), a Company incorporated under the Companies Act, 1956, having its Registered Office at Unit 1F, "Sukh Sagar", Premises No.2/5, Sarat Bose Road, P.O.Elgin Road, Police Station Ballygunge, Kolkata–700020,
- 3.3 GOODLUCK INFRADEVELOPERS PRIVATE LIMITED** (PAN AADCG8092Q) (CIN U45400WB2010PTC147305), a Company incorporated under the Companies Act, 1956, having its Registered Office at 12, Hemanta Basu Sarani, 3rd Floor, Post Office Esplanade, Police Station Hare Street, Kolkata 700069
- 3.4 SUPER DIAMOND NIRMAN PRIVATE LIMITED** (PAN AAICS2268M and CIN U45203WB2004PTC098990), a Company incorporated under the Companies Act, 1956, having its Registered Office at 7B, Dr. Harendra Coomer Mukherjee Sarani (formerly known as Pretoria Street), Post Office Middleton Street, Police Station Shakespeare Sarani, Kolkata 700071,

All hereinafter referred to as "the **Owners**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective successors-in-interest and/or assigns) and represented by its Authorised Representative **Mr. Bishwanath Haralalka**, son of Late Basudev Haralalka **having PAN ABCPH1758F**, having Aadhaar No. **6868 1637 7880** and residing at 118/1A, Ashutosh Mukherjee Road, P.S. Bhowanipore, P.O. Bhowanipore, Kolkata -700 025 being the authorized representative of the Constituted Attorney of the Vendors namely **SUGAM DIAMOND ABASAN LLP** appointed by Power of Attorney dated 23-09-2018 and registered with Additional Registrar of Assurances-III, Kolkata in Book IV, Volume No. 1903-2019, Pages from 16229 to 16262 Being No. 190305850 for the year 2018

The Owners, the Promoter and the Allottee shall hereinafter collectively be referred to as the "Parties" and individually as "Party".

WHEREAS:

- A. The Owners are the absolute and lawful owners of **All That** piece and parcel of land containing an area of 15 Bighas 11 Cottahs 00 Chittacks 36.55 Square Feet more or less with all structures thereon (standing at the time of purchase by the Owners) situate, lying at and being municipal Premises No.88 Basanta Lal Saha Road, Kolkata 700053, Police Station Behala, P.O. New Alipore, Kolkata 700053, in Ward No.116 of the Kolkata Municipal Corporation, comprised in entire R.S. Dag Nos.533, 534, 535, 536 and 537 and portions of R.S. Dag Nos.516, 517, 518, 519, 530, 531, 532, 538, 539, 540 and 541 all recorded in R.S. Khatian Nos.34, 36, 38, 81, 90 and 689 all in Mouza Italgata, J.L. No.10, in the District of South 24 Parganas in the State of West Bengal morefully described in **PART-I** of **Schedule A** (hereinafter referred to as "the **Whole Complex Land**"). The particulars of the sale deeds whereby the Owners purchased, inter alia, the Whole Complex Land and other facts of devolution of title in respect of the Whole Complex Land is mentioned in **Part-IX** of **Schedule A** hereto.
- A1. The Promoter is the developer appointed by the Owners in respect of development of the Whole Complex Land under Development Agreement dated 24th November, 2017 particulars whereof are mentioned in **Part-IX** of the **Schedule A**.
- B. The Whole Complex Land is earmarked for the purpose of building projects comprising, for the time being, of buildings having, inter alia, six blocks (named "A-1", "A-2" "A-3" "A-4" "B-1" "B-2") having primarily residential units and plans for the same have been sanctioned by the Kolkata Municipal Corporation vide Building Permit No.2017130170 dated 1/12/2017 modified by vide BS No. 20/U/R-26(2a) and 2(b)/2019-2020 dated 01-12-2017 and further modified by Building Permit No. 2023130121 on 11-09-2023 (hereinafter referred to as "the **sanctioned building plans**" which expression shall include all sanctions, vertical/horizontal extensions, modifications, integrations, revalidations and revisions made thereto) (the Whole Complex Land with the buildings being constructed and to be constructed thereon has been named "Morya" is hereinafter referred to as "the **Whole Complex**").
- B1. The development on the Whole Complex Land has been divided into two phases. The first phase comprising of Blocks A-3, A-4, B-1 and B-2 has been constructed on an identified portions of the Whole Complex Land and the first phase has been registered under the provisions of the West Bengal Housing Industry Regulation Act, 2017 with the West Bengal Housing Industry Regulatory

Authority at Kolkata on 29th September 2018 under registration No. HIRA/P/SOU/2018/000028 (hereinafter referred to as "the **First Phase**") and the phasewise attributable land as envisaged in the Schedule to the agreements for sale of units in First Phase has been identified to be 13022 square meters as also submitted by the Promoter with the said registration with WB HIRA.

- B2. The second phase comprises of two building blocks numbered as "A-1" and "A-2" described in **Part-III** of **Schedule A** hereto (hereinafter referred to as "the **Buildings**") to be constructed on identified portions of the Whole Complex Land and has been named "Morya 2" (hereinafter referred to as "**Second Phase**" or "**Project**") and the phase wise attributable land of the project is 8,143.7376 square meters more or less as described in **Part-II** of **Schedule A** hereto (hereinafter referred to as "**Project Land**");
- B3. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Project have been completed.
- C. The intimation for the commencement of construction of works relating to the Project has been submitted by the Promoter with the Kolkata Municipal Corporation.
- D. The Promoter has obtained the said sanctioned plans as aforesaid and finalized the specifications for construction of the Project and obtained other necessary approvals, if any, for the Project. The Promoter has, under the said Development Agreement, exclusive rights to sell or otherwise Transfer the entire Units and other transferable spaces and rights in the Project and to receive the price and other amounts in respect thereof. Out of the total amounts payable by the Transferees, the amount receivable by the Owners towards consideration for sale of proportionate share in land are to be paid to them in terms of the Development Agreement. The Promoter agrees and undertakes that except as contained in clause H and elsewhere in this agreement, it shall not make any changes to the layout plans insofar as the same relates to the Building containing the Unit being the subject matter hereof except in strict compliance with section 14 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**Act**") and/or other laws as applicable;
- E. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata vide ____dated ____.
- F. The Allottee applied for an apartment in the Project vide application dated _____ and has been allotted in the Block ____ (hereinafter referred to as "the **Designated Block**") one apartment being Unit No. __ having carpet area of _____, on a portion on the __ floor thereof (hereinafter referred to as "the **Unit**") along with Parking Facility for __ motor car to be used by the Allottee as permissible under the applicable laws (hereinafter referred to as "**Parking Facility**"), Together With pro rata share in the common areas as mentioned in **PART-VI** of **SCHEDULE A** hereto and any other areas defined under clause (n) of Section 2 of the Act and to the extent applicable in the Project (hereinafter referred to as "**Common Areas**"). (The Unit, the Parking Facility, if any and the pro rata share of the Common Areas are hereinafter collectively referred to as the "**Designated Apartment**" and the Unit and Parking Facility are more particularly described in **PART-IV** and **PART-V**

respectively of **SCHEDULE A** hereto and the floor plan of the Unit is annexed hereto and marked as **Schedule B**).

- G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- H. Additional disclosures made/details provided by the Promoter to the Allottee:
- a. The Promoter has, amongst other rights, the rights of development, transfer and administration in respect of the Whole Complex Land and the project on the First Phase has been registered as a project under the then prevalent Real Estate Laws and has been substantially constructed and the second phase is the Project under this agreement.
 - b. The Allottee shall be bound to execute and/or register such supplementary agreements to effectuate and implement the integration and related terms and conditions as formulated by the Promoter in respect of the Project and the First Phase.
 - c. The Promoter has utilized the unutilized and/or additional sanctionable constructed areas (F.A.R.) in respect of the First Phase Land in respect of portion of the Project. The Promoter shall further be entitled at any time hereafter to utilize any additional FAR (due to change of laws or rules and/or advantages on account of Green Building or Metro Corridor or otherwise) as may be sanctionable in respect of the Project Land and/or First Phase Land within First Phase or the Project area as the Promoter may deem fit and proper and such utilization may be by way of construction of additional floors or storeys on the buildings or any new blocks thereof at the Project Land at any time before or after completion of construction of the buildings at the Project Land and such right is being hereby excluded and reserved unto the Promoter. The Allottee accepts any consequential variation in the shares in land and Common Areas attributable to the Unit and agrees not to claim any amount or reduction of Price on account thereof.
 - d. For a regulated and disciplined use of the parking spaces, the Promoter has reserved the right to allot Parking Facility to the interested allottees applying for the same in an organized manner whereby each applicant allottee shall be allotted, Parking Facility of the type applied by him in an identified dependent or independent space.
 - e. The Promoter shall be entitled to add or convert any open parking space areas in the Building Complex into stack parking or multi-level parking by the Promoter and get the same approved as per applicable rules of Kolkata Municipal Corporation in respect thereof.
 - f. The common areas and amenities of the project in First Phase (except those specific to individual buildings therein) and those in the Project (except those specific to individual buildings in the Project) shall be for common use by the unit holders of both phases in common with the Owner and the Promoter including the multi facility club for the common use of owners and occupiers of both

phases of the Project ("**Recreation Centre/Club**"). The construction in respect of the club has already been undertaken in the First Phase.

- g. The Allottee is aware that the Project/ Whole Complex is pre-certified with gold rating by Indian Green Building Council (IGBC).
- h. The promoter has availed in the Project the additional FAR attributable to the pre-certified Green Building norms of the Kolkata Municipal Corporation available for the First Phase and the Project Land.
- i. The Allottee shall remain bound to abide by the practices, norms, guidelines for Green Homes, both within the Whole Complex as well as the said Unit, as may be prescribed by the authorities for water conservation, handling of house-hold waste, energy efficiency, beautification and greenery and other like features of the green buildings for the benefit of the Whole Complex. The Allottee shall ensure that the norms, practices and the legal requirements / guidelines of SEAC / SEIAA / Pollution Control Board / IGBC in relation to the operation and maintenance (O & M) of the common facilities viz. STP, Solid Waste System, Solar Street Lights etc., within the Project/ Whole complex are duly and regularly observed, fulfilled and abided by the Allottee and the Association.
- j. Inasmuch as all the common areas and amenities of the project in First Phase (except those specific to individual buildings therein) and those in the Project (except those specific to individual buildings in the Project) shall be for common use by the unit holders of both phases in common with the Owner and the Promoter, the Promoter may continue the same Association as may be formed for the First Phase, as Association for the Project. However, if due to requirements of law or any other reason deemed fit by the Promoter, separate associations are formed for the First Phase and the Project then the common areas shall be under control of the Federation of such associations.
- k. The Promoter shall have the right to incorporate necessary additions, alterations, or modifications in the approved plans, aligning with section 14 of the act. These adjustments may be mandated by pollution control/environmental authorities or initiated by the promoter for the improvement of the project.
- l. The other disclosures, details and additional terms are mentioned at several places in the Agreement including but not limited to clause 11 and its sub-clauses hereto and in the Schedules hereto and are agreed between the Parties hereto.
- m. The Allottee accepts and acknowledges all the disclosures, details and additional terms mentioned above and at other places in the Agreement and in Schedules hereto and connected thereto and agrees not to raise any objection or dispute with regard thereto. The Allottee further upon understanding the same and the intent and purport thereof doth hereby provide to the Promoter its express consent as required under Section 14 of the Act and rules and regulations for the time being applicable in West Bengal in respect of all acts, deeds and things done or that may be done by the Promoter in connection with the disclosures, details and additional/connected terms.

- I. 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.
- J. 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.
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Designated Apartment as specified in clause F above.

II. NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE as follows: -

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Designated Apartment as specified in clause F above.
- 1.2 The total price (excluding Goods & Service Tax) for the Designated Apartment based on the carpet area of the Unit is Rs. _____/- (Rupees _____) hereinafter referred to as "the **Unit Price**". In addition thereto the Allottee has agreed to pay the Other Costs and Deposits and the Taxes (which all alongwith the Unit Price all hereinafter collectively referred to as "**Total Price**"). The break-up and description of the Total Price is as follows:-

Sl. No.	Block No.____	Rate of Apartment per square feet (to be derived from amounts as per carpet area).
	Unit No. ____ Type standard Floor _____	Rs. _____/-
	Exclusive balcony or verandah	Included in Total Price above
	Exclusive Open Terrace	Not Applicable
	Parking -1(_____)	No Separate Charges/ Not Applicable
	Parking – 2	Not Applicable
a)	Total Unit Price (in rupees) without Taxes	_____/-
b)	Other Costs	
	b1) Extras (as per clause 11.3.1	_____/-

	without Taxes)	
	b2) Other Extras	(As per clause 11.3.2)
c)	Deposits (as per clause 11.2)	Rs. _____
d)	Taxes (The Goods and Service Tax and any other applicable tax on the Total Price shall be payable by the Allottee as per prevalent rates currently being 5% on Unit Price and 18% on Other Costs)	Rs.____on Unit Price; Rs.____on Extras as per Sl.No. (b1) above
e)	Total of Unit Price and Other Costs and Deposits as mentioned in Sl. No. b1 and c but not including the amounts under Sl. No. b2 above	
f)	Total Price as per Sl. No. (e) and Taxes as per Sl. No. (d).	Rs. _____/-

Explanation:

- (i) The Total Price above includes the Booking Amount paid by the Allottee to the Promoter in respect of the Designated Apartment and the Promoter shall receive such Total Price. The Promoter shall utilize the same in terms of the Development Agreement.
- (ii) The 'Taxes' component of the Total Price includes taxes payable by the Allottee (comprising of both tax paid as well as payable by the Promoter by way of Value Added Tax, Service Tax, CGST, Cess or any other similar tax which may be levied in connection with the construction of the Project by the Promoter) up to the date of handing over of possession of the Unit to the Allottee or the date of execution of the Sale Deed in favour of the Allottee.
Provided that in case there is any change or modification in the Taxes payable by the Allottee, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change or modification.
- (iii) The Promoter shall periodically intimate to the Allottee the amount payable as stated in (i) above and the Allottee shall make payment of such amount within 30 days of the said written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with the dates from which such taxes have been imposed upon the Allottee or have come into effect.
- (iv) The Designated Apartment includes the pro rata share in the Common Areas and the Parking Facility, if any, allotted to the Allottee and as provided in the Agreement.
- (v) The Total Price does not include those Other Costs whose figures have not been finalized yet including those mentioned in Clause 11.3.2 hereto and the same together with Taxes thereon shall be additionally payable by the Allottee. Although forming a component of the expression 'Total Price', the Other Costs are additional costs agreed to be paid by the Allottee and the Deposits are transferable to the Maintenance In-charge to the credit of the Allottee after adjustment of dues as stated in clause 11.2.1 hereto.

- 1.3 The Total Price is escalation-free, save and except those increases which the Allottee hereby agrees to pay or which are due to an increase on account of development charges payable to the competent authority and/or any new Taxes or other increase in charges which may be levied or imposed by the competent authority/ies from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for an increase in the development charges, and/or other taxes, costs and charges imposed by the competent authorities, the Promoter shall enclose the relevant notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4 The Allottee(s) shall make the payments as per the plan set out in **PART-II of Schedule C** (hereinafter referred to as the "**Payment Plan**").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for the early payments of installments made by the Allottee by discounting such early payments at such rate as be mutually agreed between the parties in respect of the respective installments have been preponed. The provision, if any agreed to for allowing rebate and the rate of such rebate shall not be subject to any revision/withdrawal once granted by the Promoter to the Allottee.
- 1.6 Except as disclosed to the Allottee in this Agreement (including in clause H recited above), it is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans and specifications and the nature of fixtures, fittings and amenities described herein whereby the Unit may be affected without the prior consent in writing of the Allottee.

Provided that the Promoter may, at its sole discretion, against extra costs payable by the Allottee, make such minor additions or alterations as the Allottee may require or make such minor changes or alterations in accordance with the provisions of the Act.

- 1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after construction of the Designated Block is complete and occupancy certificate has been granted by the competent authority by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area may be recalculated if the carpet area mentioned herein varies as per confirmation by the Promoter. If there is 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 annual interest at the rate specified in the Rules, from the date when such an excess amount was found to have been paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement or if no rate is specified then on pro rate basis.
- 1.8 Subject to Clause 9.3 and subject to their being no delay or default in payments and compliances by the Allottee hereunder, the Promoter agrees to and acknowledges that the right of the Allottee to the Designated Apartment shall be in the following manner:
- (i) The Allottee shall have exclusive ownership of the Unit.
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas as a member of the Association. Since the share interest of the Allottee in the

Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with the Promoter, the Owners, the other co-owners, occupants, maintenance staff etc. without causing them any inconvenience or hindrance and as per the rules made in this respect including the House Rules. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall convey undivided proportionate title in the Common Areas to the Association of allottees as provided under the Act.

- (iii) The computation of the price of the Designated Apartment includes recovery of the price of the appertaining land, the construction of not only the Designated Apartment but also proportionately the Common Areas, the internal development charges as per agreed specifications, the external development charges as per agreed specifications, the costs of providing electric wiring, fire detection and firefighting equipment in the Common Areas (if applicable) and includes the cost for providing initial infrastructure necessary for the facilities, amenities and specifications in the Project.

- 1.9 It is made clear by the Promoter and the Allottee agrees that the Unit along with Parking Facility, if any, shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent Project and except sharing of several common areas as mentioned in **Section II of Part VI of Schedule A** between the Project and the First Phase, the Project is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise without affecting the future right and possibility of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities as mentioned in **PART-VI of SCHEDULE A** hereto shall be available only for the use and enjoyment of the allottees of the Project and of the Whole Complex (except those specific to individual buildings in the First Phase and in the Project). The Project is in the second phase of the Whole Complex and the disclosures made above shall apply as regards the sharing of facilities and interdependence on several aspects between the Project and the First Phase of the Whole Complex.
- 1.10 It is understood by the Allottee that all other areas i.e. areas and facilities falling outside the Project and the First Phase shall not form a part of the declaration/s to be filed from time to time with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.
- 1.11 The Promoter agrees to pay all outgoing which it has collected from the Allottee before transferring the physical possession of the Unit and the Parking Facility, if any, to the Allottee for the payment of such outgoing (including land revenue, municipal or other local taxes, charges for water or electricity, maintenance charges) and shall also refund the mortgage loan (taken by the Promoter from _____.) and interest on mortgages or other encumbrances and any other liabilities if payable to competent authorities, banks and financial institutions, which are related to the Designated Apartment and created by the Promoter. If the Promoter fails to pay all or any of the outgoing collected by it from the Allottee or any liability, mortgage loan and interest as may be taken by the Promoter thereon before transferring the Unit and the Parking Facility, if any, to the Allottee, the Promoter agrees to be liable, even after the transfer of the Unit and the Parking Facility, if any, to pay such outgoing and penal charges, if

any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.12 The Allottee has paid a sum of Rs. _____/- (_____) as booking amount plus further earnest money and/or in part payment towards the total price of the Designated Apartment until the time of Agreement, the receipt of which the Promoter hereby acknowledges. The Allottee hereby agrees to pay the remaining price of the Designated Apartment as detailed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee delays in the payment of any amount payable by him, he shall be liable to pay interest at the rate specified in the Rules.

2 **MODE OF PAYMENT:**

2.1 Subject to the terms of the Agreement and the Promoter abiding by any relevant applicable construction milestones (except in cases of rebate in installments as per clause 1.5), the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable)] in favour of **"SUGAM DIAMOND ABASAN LLP"** payable at Kolkata. In case any payment is made by the Allottee to the Promoter through RTGS/NEFT or any other online mode, the Allottee shall forthwith intimate to the Promoter in writing about the payment so made with proof of such payment. An intimation forwarded by the Promoter to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof. The issuance of such intimation by email or on any other digital platform at the address, email address or phone of the Allottee shall be sufficient intimation for the purpose of this clause by the Promoter upon the Allottee, and non-receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts.

2.2 All payments shall be made by the Allottee against proper receipts by the Promoter and the Allottee shall not be entitled to claim or to set up any other evidence regarding the payment.

2.3 The Tax Deductible at Source ("TDS") under the Income Tax Laws shall, if applicable, be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee shall provide proper evidence thereof to the Promoter within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee under this agreement and the amount thereof shall be treated as outstanding. The Promoter or the Owners shall not be liable in any manner whatsoever in case of default on the part of the Allottee in depositing such TDS.

2.4 The Promoter has been empowered and authorized under its Development Agreement with the Owners to receive all amounts from the Allottee. The Promoter and the Owners shall apportion their respective entitlements in accordance with the terms of the Development Agreement or as they may mutually agree and the Allottee shall have no concern therewith and shall not be liable therefor. Further, the Promoter has also been empowered and authorized under the Development Agreement to receive the entire

Other Costs and Deposits from the Allottee and the Allottee has satisfied himself about such rights of the Promoter.

- 2.5 In case of the Allottee committing any delay or default in any payment to be made to the Promoter hereunder, then without prejudice to the other rights and remedies of the Promoter in respect of such default hereunder or under law, the Promoter may appropriate the subsequent payments made by the Allottee on such head/s of the defaulted amount and interest applicable thereon and in such manner as the Promoter may deem fit and proper and the Allottee shall not raise any objection, dispute or claim in respect thereof.

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

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

4 **ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

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

5 **TIME IS OF ESSENCE**

Time is of essence to the Promoter as well as the Allottee. The Promoter shall, subject to Force Majeure, abide by the time schedule for completing the project and handing over the Unit to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate. Similarly, the Allottee shall make timely

payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Part-II of Schedule C ("Payment Plan")**.

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

The Allottee has seen the specifications of the Unit and accepted the sanctioned plans, payment plan, unit plans [annexed along with this Agreement] which has been or is based out of the plans approved by the competent authority, as represented by the Promoter. The Allottee has also seen the Common Areas and Installations so far constructed and to remain common between the owners and occupiers of the Project and the First Phase. The Allottee has also understood that the building in which the Unit is situated forms part of the second phase of development. The Promoter shall develop the Project in accordance with the said sanctioned plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws and provisions prescribed by the applicable Building Rules and shall not have an option to make any variation/alteration/modification in such plans, other than those as elsewhere provided under this Agreement and the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7 **POSSESSION OF THE DESIGNATED APARTMENT:**

7.1 **Schedule for possession of the Designated Apartment-**

The Promoter agrees and understands that timely delivery of possession of the Unit is the essence of the Agreement. The Promoter based on the approved plans and specifications assures to hand over possession of the Unit within 31st December, 2027 (subject to necessary Consent to Establish or other necessary approvals being granted by the Pollution Control/Environment authorities within 3 (three) months from the date of execution hereof failing which the period shall be extended by the period beyond such three months taken for the said Consent to Establish),_ with a grace period upto 6 months unless there is delay or failure due to war, flood, drought, fire, cyclone, epidemic, pandemic, earthquake or any other calamity caused by nature or other exigency affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions or delay in grant of consent/approval by pollution control/environment authorities as aforesaid, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes, impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment/agreement shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking possession** - The Promoter, upon obtaining the completion certificate from the competent authority shall offer by a notice in writing (hereinafter referred to as "**Notice of Possession**") the possession of the Unit, to the Allottee in

terms of this Agreement and the Allottee shall take possession of the Unit within **15 (fifteen) days** from the date of issue of such notice or if three months from the date of issuance of Occupancy Certificate falls beyond such 15 days then within three months from the date of issuance of Occupancy Certificate, from the Promoter. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/Maintenance In-charge/association of allottees, as the case may be. The Promoter, on its behalf shall offer possession of the Unit within 15 days of receiving the occupancy certificate of the Project/Building containing the Unit.

7.3 Failure of Allottee to take Possession of Designated Apartment-

Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall within the period mentioned in such intimation take possession of the Unit and the Parking Facility, if any, from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and/or required by the Promoter and the Promoter shall give possession of the Unit and the Parking Facility, if any, to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges and also all taxes and outgoings relating to the Designated Apartment and for all damages to the Designated Apartment and/or other parts of the building.

7.4 Possession by the Allottee - After obtaining the occupancy certificate and handing over physical possession of the Designated Apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including those relating to the common areas, to the association of the allottees or the competent authority, as the case may be, 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:

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Promoter shall be entitled to forfeit the booking amount or 10% of the Total Price, whichever be higher. The balance amount of money (if any) paid by the Allottee (other than Taxes paid by the Allottee and/or stamp duty and registration charges incurred by the Allottee) shall be returned by the Promoter to the Allottee without interest, within 45 days of such cancellation or out of the amounts received by the Promoter against sale of the Designated Apartment to any other interested person. The Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

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

7.6.1 Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Designated Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in clause 7.1; or (ii) due to

discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Designated Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act

Provided that where if the Allottee does not intend to withdraw from the project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Unit and the Parking Facility, if any.

8 **REPRESENTATIONS AND WARRANTIES MADE BY THE PROMOTER:**

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

- (i) That the Owners have clear, absolute and marketable title with respect to the Project Land and that the Promoter has the requisite rights to carry out development upon the Project Land and that the Owners have absolute, actual, physical and legal possession of the Project Land with the Promoter having license to carry out the Project thereon;
- (ii) That the Promoter has lawful rights and requisite approvals from the competent authorities to carry out the development of the Project;
- (iii) That there are no encumbrances upon the Designated Apartment and appertaining share in Common Areas except that the Promoter has taken construction finance from _____ for construction of the Project (hereinafter referred to as the "**Financial Arrangement**" which expression shall include any addition variation or modification of the loan so sanctioned and/or paid to the Promoter by the said Company or any other bank or financial institution) by mortgaging, inter-alia, the Project Land and the constructions thereat;
- (iv) That there are no litigations pending before any Court of law with respect to the Project Land, the Project or the Designated Apartment;
- (v) That all approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Designated Apartment are valid and subsisting and have been obtained by following the due process of law. Further, the Owners and/or Promoter have been and shall, at all times, be in compliance with all applicable laws in relation to the Project, the Project Land, the Designated Block, the Designated Apartment and the Common Areas;
- (vi) That the Promoter has the right to enter into this Agreement and has not performed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein may prejudicially be affected;
- (vii) The Owners or the Promoter have not entered into any agreement for sale (which is subsisting at present) and/or development agreement (save and except the Development Agreement) and/or any other agreement/arrangement with any person or party with respect to the Project Land including the Project and the Designated Apartment which can, in any manner, affect the rights of the Allottee under this Agreement;
- (viii) That the Owners and the Promoter both confirm that they are not restricted in any manner whatsoever from selling the Unit to the Allottee in the manner contemplated under this Agreement;

- (ix) That at the time of execution of the Sale Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit and the Parking Facility, if any, to the Allottee and of the Common Areas to the Association of allottees save those already handed over to the Association of the First Phase;
- (x) That the Project Land is not the subject matter of any Hindu Undivided Family (HUF) and that no part thereof is owned by any minor and that no minor has any right, title and claim over the Project Land;
- (xi) That the Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and all other outgoings whatsoever payable with respect to the said Project to the competent authorities till the issuance of the Occupancy Certificate.
- (xii) That no notice from the Government or any other local body or authority or any order/notification (including any notice for acquisition or requisition of the Project Land) has been received by or served upon the Promoter in respect of the Project Land and/or the Project.
- (xiii) That the Project Land is not Waqf property.

9 **EVENTS CONSTITUTING A 'DEFAULT' AND CONSEQUENCES THEREOF:**

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

- (i) Where the Promoter fails to provide ready to move in possession of the Unit to the Allottee within the time period specified. For the purpose of this clause, the expression 'ready to move in possession' means that the Unit is in a habitable condition and is complete in all respects as per the specifications prescribed herein And Occupancy certificate issued in this respect shall be conclusive proof of the same;
- (ii) Where the Promoter's business as a developer is discontinued on account of suspension or revocation of its registration under the provisions of the Act or under the rules or regulations made thereunder.

9.2 In case the Allottee complies with his obligations under this Agreement and there is Default committed by the Promoter under the conditions listed above, the Allottee shall be entitled to:

- (i) Stop making further payments linked to the construction milestones to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only after that will the Allottee be required to make the next payment without any penal interest provided that this clause shall not be applicable if the payment by the Allottee is not construction linked;
- (ii) Terminate the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Designated Apartment along with interest at the rate specified in the Rules within 45 (forty-five) days of receiving the notice for termination. Provided that where the Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid by the Promoter interest at the rate specified in the Rules for every month of delay till the handing over of possession of the Designated Apartment.

9.3 The Allottee shall be considered to be under Default on the occurrence of the following events:

- (i) In case the Allottee fails to make payment for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto despite having been issued notice in that regard. In such a scenario, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate specified in the Act and rules framed in accordance therewith from the date of issue of such demand notice or 15% per annum if not so specified or held inapplicable.

9.4 In case the Allottee fails to register the Sale Deed or comply with any other condition mentioned in this Agreement despite having received a 30 (thirty) days prior notice in writing from the Promoter in respect thereof, or in case any Default under the condition listed above continues for a period beyond two consecutive months after receiving notice from the Promoter in this regard, the Promoter may cancel the allotment of the Designated Apartment in favour of the Allottee and refund the money paid to him by the Allottee after deducting the amount paid at or before the execution of this Agreement or 10% of the Total Price, whichever be higher, and the interest liabilities of the Allottee; with an option to pay the same directly to the bank account of the Allottee provided at the time of application form and this Agreement shall thereupon stand terminated. Such refund to the Allottee by the Promoter shall be made within 45 days of such cancellation or out of the amounts received by the Promoter against the sale of the Designated Apartment to any other interested person. Notwithstanding any provisions to the contrary, it is expressly agreed that no refund to the Allottee shall, under any circumstances whatsoever, be made of any amount paid by the Allottee on account of Taxes and/or stamp duty and registration charges incurred by the Allottee. The Allottee shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard.

9.5 Nothing contained in this Agreement shall affect or prejudice the right of either Party to sue the other for specific performance of the contract and/or for claiming damages for any default committed by the other Party.

10 **CONVEYANCE OF THE DESIGNATED APARTMENT:**

10.1 The Owners and the Promoter, on receipt of the entire amount of the Total Price and other charges in respect of the Designated Apartment under the Agreement from the Allottee, shall execute a Sale Deed to convey the title of the Unit together with the Parking Facility, if any, and the Owners shall join in the Deed to concur confirm and assure such sale and convey the proportionate indivisible share in the Common Areas within 3 (three) months from the date of issuance of the occupancy certificate.

10.2 However, in case the Allottee fails to deposit the stamp duty and/or registration charges or all other incidental and legal expenses etc. demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the Sale Deed in his/her favour till full and final settlement of all dues and till payment of stamp duty and registration charges is made by the Allottee to the Promoter and on such default, the Allottee shall also be deemed to be under Default under Clause 7.3 and Clause 9.3 hereto. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authorities.

11 MAINTENANCE OF THE SAID BUILDING / DESIGNATED APARTMENT / PROJECT:

11.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association of allottees or any other Maintenance In-charge as per the House Rules. The cost of such maintenance shall be payable by the Allottee separately in addition to the Total Price of the Designated Apartment.

11.2 **Deposits:** The Allottee shall also pay and deposit and keep deposited the amounts on the following heads ("**Deposits**"):

- (a) The Allottee shall pay to the Promoter a non-refundable sum of Rs. _____ towards provisional Maintenance Corpus/Sinking Fund.
- (b) The Allottee shall deposit and/or keep deposited with the Promoter as and by way of advance Amenities charges deposit, a sum of Rs. _____, equivalent to ___months' amenities charges at the rate mentioned herein to remain in deposit with the Promoter. As against the bills for monthly amenities charges to be raised by the Promoter upon the Allottee in respect of the Designated Apartment for _____months from the expiry of notice period of the intimation given to the Allottee to take possession, the Promoter shall adjust one-_____of such advance amenities charges deposit.

11.2.1 The Deposit paid to the Promoter shall be held by the Promoter as interest free security deposit and unless any amount out of the same is adjusted due to non payment of the taxes and outgoings payable by the Allottee, the same or the unadjusted portion thereof shall be transferred to the Maintenance In-charge by the Promoter.

11.2.2 The payment of all Deposits shall be made by the Allottee to the Promoter within ____ (____) days from the date of receiving the intimation from the Promoter to take possession of the said Unit in terms of Clause 7.2 hereto.

11.3 **Other Costs :** As part of the Total Price but in addition to the Unit Price, Taxes and Deposits, the Allottee shall also pay to the Promoter the following amounts ("**Other Costs**"):

11.3.1 **Extras:**

- (i) Allottee's share of the costs charges and expenses for procuring electricity connection by way of Transformer, Electric Sub-station for the Project, being the lump sum of Rs. _____
- (ii) Allottee's share of the costs, charges, expenses for common generator and its accessories and providing for supply of power therefrom to the said Unit during CESC power failure, being the lump-sum of Rs. _____
- (iii) Allottee's share of costs, charges, expenses for the Recreation Centre/Club facilities being a sum of Rs. _____
- (iv) Allottee's share of costs, charges, expenses for the formation of the Association being a sum of Rs. _____
- (v) Documentation charges being a sum of Rs. _____, 50% of which shall be paid simultaneously with the execution hereof.

11.3.2 **Other Extras:**

- (i) Goods and Service Tax and any other tax, levy, cess by any name called (including S.T.C., Works Contract Tax, duties, levies and all other taxes and impositions levied by the State Government, Central Government or any other authority or body from time to time) that may be applicable and/or imposed in future and such taxes shall be additionally payable at the applicable rates by the Allottee and shall be paid proportionately, if levied as a whole on the Designated Block or the Project and wholly, if levied specifically on the Designated Apartment(including those that may be applied with retrospective effect and/or those for which any recovery proceedings are initiated in consequence thereof). The Allottee further agrees that in case of any decrease/reduction in the applicable taxes, the Promoter shall not be liable to refund or compensate the same to the Allottee in any manner whatsoever.
- (ii) Costs, charges, expenses for common generator and its accessories and providing for supply of power to the Unit during CESC Limited power failure calculated @ Rs. 25000/- Per KVA allotted to the Allottee. If any additional KVA is required by the Allottee and the Promoter agrees to provide the same, the Allottee shall be liable to pay additional charges for the same.
- (iii) Fees and expenses, if any, payable to the any authority towards Sale or Transfer Permission fees.
- (iv) Proportionate share of costs, charges and expenses in respect of additional fire safety measures if required to be undertaken due to any subsequent legislation / government order/directives/guidelines or if deemed necessary by the Promoter beyond the present provision of providing electric wiring in each apartment and firefighting equipment in the Common Areas only as prescribed in the existing firefighting code/ regulations.
- (v) Security Deposit and other expenses as may be required by the CESC or any other electricity provider for individual meter in respect of the Designated Apartment directly with the CESC or such other provider and proportionate share of the Security Deposit in respect of the common meter/s in respect of the Common Areas.
- (vi) Stamp Duty and Registration Charges and all other applicable charges in respect of this Agreement and/or any future contracts in pursuance hereof and the Sale Deed to be executed in pursuance hereof.
- (vii) Fixed miscellaneous charges for each instance of registration of this Agreement and/or any other contract and/or Sale Deeds, which shall be paid by the Allottee to the Promoter.
- (viii) Mutation Charges (post registration of Sale Deed) as may be prescribed by the Promoter.
- (ix) Proportionate costs of formation of Association and handover to Association.

11.3.3 It is clarified that the amounts mentioned in clauses 11.3.1 and 11.3.2 shall be payable by the Allottee additionally as per demands made by the Promoter upon the Allottee and within 15 days of receiving such demand.

11.4 None of the amounts of Additional Costs and Deposit bear any interest payable to Allottee nor shall they be refundable except in the manner and to the extent applicable on the termination of this Agreement in terms hereof.

11.5 In case due to any reason, the rate of interest as specified in the Rules cannot be applied then the interest shall be payable @15% per annum.

11.6 Maintenance In-charge:

- 11.6.1 **Association:** The Promoter shall enable the formation of an Association under the West Bengal Apartment Ownership Act, 1972 by the allottees of the apartments in the Project and the same may be by way of membership in the Association of the allottees in First Phase or in case required by law or decided by the Promoter a separate Association for the Project may be formed with a Federation between the associations of the First Phase and the Project. The Association (including Federation) so applicable to the allottee is hereinafter referred to as the "**Association**". The Allottee hereby agrees to become a member of the Association and to sign, execute and register all documents required for the formation of the Association and for its running and administration. The Promoter shall appoint consultant(s) having knowledge in formation of the Association and the Allottee agrees to do all acts, deeds and things as may be required by such consultant(s) within the stipulated time and to pay the proportionate costs for the formation and operationalization of the Association.
- 11.6.2 **Maintenance Agency:** The Promoter shall appoint one or more agencies or persons (hereinafter referred to as the "**Maintenance Agency**") to look after the acts relating to the purposes of managing, maintaining, upkeep and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common with the Co-Owner and the collection and disbursement of the Common Expenses and dealing with matters of common interest to the Co-Owner 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 ("**Common Purposes**") on such terms and conditions as it deems fit and proper. The Maintenance Agency may appoint professional facility management agencies or persons for conducting the day-to-day affairs as it may deem fit and proper. The fees and costs for such Maintenance Agency shall be proportionately borne and paid by the Allottee.
- 11.6.3 **Maintenance In-charge:** Upon formation of the Association and its taking charge of the acts relating to the Common Purposes, the Association and until then the Promoter or any Maintenance Agency looking after the acts relating to the Common Purposes shall be the maintenance in-charge. ("**Maintenance In-charge**").

11.7 Common Areas Related:

- 11.7.1 The Designated Block containing the Unit shall contain certain Common Areas as specified in **SECTION I** of **PART-VI** of the **SCHEDULE A** hereto and which the Allottee shall have the right to use in common with the Owner, the Promoter and other Co-owners of the Designated Block and other persons permitted by the Promoter.
- 11.7.2 The Whole Complex shall contain certain Common Areas as specified in **SECTION- II** of **PART-VI** of **Schedule A** hereunder written which the Allottee shall have the right to use in common with the Owners, the Promoter and other Co-owners of the Whole Complex including First Phase and other persons permitted by the Promoter.
- 11.7.3 Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the said Designated Block or the Project or the Whole Complex shall be claimed to be a part of the Common Areas by the Allottee either independently or in common with any other Co-owner(s). In particular and without prejudice to the generality of the foregoing provisions of this clause, the parking

spaces including the Mechanical Parking System shall neither be nor be claimed to be a part of the Common Areas.

- 11.7.4 Upon construction of the Buildings the Promoter shall identify and demarcate portions to comprise in the common amenities and facilities in the Project/ Whole Complex including the driveway, pathway and passage, services and installations for common use and also such areas which are reserved for common parking and for any other use and the areas so identified shall form part of the Common Areas.
- 11.7.5 The Owners/Promoter shall convey proportionate undivided indivisible share in the Common Areas in favour of the Allottee and if the laws for the time being in force otherwise require such sale to be carried out in favour of the Association, then such sale shall be carried out in favour of the Association to which the Allottee hereby agrees. If the formation of the Association does not take place prior to the agreed and/or prescribed date for execution of the Sale Deed in respect of the said Unit in favour of the Allottee, then the transfer of share in the Common Areas may be completed in favour of the Allottee in trust and for the ultimate Ownership of the Association and any related documentation and acts deeds and things shall be done by the Allottee and all stamp duty and other taxes, charges or costs required in order to implement such transactions shall be borne and paid by the Allottee.

11.8 Unit Related:

- 11.8.1 **Fittings & Fixtures:** Except those provided by the Promoter, all fit outs to be put-up, erected and installed at or inside the said Unit including the interior decoration shall be done and completed by the Allottee at its own costs and expenses. The Allottee shall be obliged to do and carry out the said fitout works in a good and workman-like manner and without violating any laws, rules or regulations of the municipal authority, the National Building Code, Fire Safety laws and rules with minimum noise and without causing any disturbance or annoyance to the other Co-Owner. The Allottee shall ensure that there shall be no stacking of debris or materials in any part or portion of the Common Areas and that there shall be regular clearing of all debris arising out of the Fit out works. The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in any way damage or destroy the beams and columns on the floor, the ceiling and the walls of the said Unit or do any manual chase cutting or the like in the said Unit. The Allottee shall be responsible for all consequences, including the loss of life and property, damages or accidents that may occur due to breach or default on the part of the Allottee while carrying out the fit out(s) or other activity. The Allottee shall not make in the flat any structural addition or alteration and/or cause damage to beams, columns, partition walls etc. and in case of default, the Allottee shall be liable to reimburse to the Promoter and/or the Association, the actual costs, charges and expenses plus 50% (fifty Percent) of such actual costs, charges and expenses, for restoring such damage. In addition, such Allottee shall also be liable to be prosecuted in accordance with law and also be liable for all losses damages costs claims damages etc., suffered by the Promoter and/or the Land Owners and/or other Allottees / Unit Holders and shall fully indemnify them and each of them.

- 11.8.1.1 The Allottee agrees and understands that all the standard fittings, interiors, furniture, kitchen and fixtures and dimensions provided in the show/ model residential unit exhibited at the project site only provides a representative idea and the actual unit of

the Allottee agreed to be constructed may not include the fittings and fixtures of the model unit and even if any of such fittings and fixtures are committed to be provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model unit and the Allottee shall not be entitled to raise any claim for such variation.

11.8.2 Transfers by Allottee: The Allottee may, only after a period of 18 (eighteen) months from the date of execution of this Agreement and that too upon taking prior consent in writing of the Promoter and against payment of a sum equivalent to @ 2% (two percent) of the Total Price (excluding Other Costs and Deposits Amount) hereunder in advance to the Promoter, get the name of his nominee substituted in his place and stead in the records of the Promoter as the Buyer of the Designated Apartment subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. It is clarified that any change in Allottee's control or ownership (if being a Company or a partnership or an LLP etc.) shall come within the purview of such nomination and be subject to the above conditions and charges. Any such nomination shall be at the risks and costs of the Allottee and/or the nominee and all stamp duty and registration charges, legal fees (amounting to Rs_____/ - and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee or its nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum mentioned equivalent to @2% (two percent) mentioned in this clause in respect of the Designated Apartment paid to the Promoter as aforesaid) or Goods and Service Tax arising due to any nomination by the Allottee shall be payable by the Allottee or its transferee but the Owners or the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Owners or the Promoter or to which the Owners or the Promoter are likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Allottee in advance to the Owners and/or the Promoter and the Promoter may not give any consent to any such nomination or transfer without the receipt of such payment. The Allottee shall not, however, be entitled to assign or transfer this Agreement for a period of 18 months from the date of execution hereof nor to let out, sell, transfer or part with possession of the Designated Apartment at any time until all the amounts, charges, outgoings and dues payable by the Allottee to the Promoter in respect of the Designated Apartment are fully paid up and a No Dues certificate is obtained by the Allottee from the Promoter.

11.8.3 Area Calculations:

- (i) **Carpet Area:** The carpet area for the said Unit or any other Unit shall mean the net usable floor area of such Unit excluding the area covered by the external walls, the areas under services shafts and the area under the exclusive balcony, but includes the area covered by internal partition walls of the said Unit.
- (ii) **Balcony Area:** The net usable area of the exclusive covered balcony/balconies, if any, attached to the said Unit.
- (iii) **Built-up Area:** The built-up area for the said Unit or any other Unit shall mean the Carpet Area of such Unit and Balcony area and 50% (fifty percent) of the area covered

by those external walls which are common between such Unit/Balcony and any other Unit/Balcony and the area covered by all other external walls of the such Unit/Balcony and in case any open terrace is attached to any Unit and granted to the Allottee then **50% (fifty percent)** built-up area of the Open Terrace shall also be included in the Built-up Area of such Unit..

- (iv) **Proportionate Common Area:** The proportionate share of the Common Areas attributable to the Designated Apartment is undivided _____ Square feet more or less.
- (v) **Unit Area for CAM (Common Area Maintenance):** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Allottee, the area shall be the sum total of the Built-up Area and Proportionate Common Area which is _____ Square feet more or less.

Be it expressly mentioned that the super built-up area of the Apartment, nomenclature of parking facility as garage, the area and value of the garage, if any, mentioned in the e-assessment slip issued by the online process in the official website of the Government of West Bengal, Directorate of Registration and Stamp Revenue are all only to enable the online generation of the e-assessment slip and the Allottee shall not be entitled to claim any such detail or rely upon the same in any manner either adverse to the Promoter or otherwise.

- (vi) It is clarified that the Proportionate Common Area shall have scope for minor approximation and such area as stipulated by the Promoter shall be final and binding on the parties hereto.

11.9 Housing Loan by Allottee: In case the Allottee, with the prior consent in writing of the Promoter, obtains any housing loan or finance to pay the consideration envisaged herein, the same shall be subject to the terms and conditions of this Agreement and the entire obligation or liability in respect of the same shall be that of the Allottee alone. The bank/financial institution providing housing loan or finance to the Allottee shall be required to disburse/pay all amounts due and payable to the Promoter under this Agreement and in no event shall the Promoter assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ financial institution. Any consent given by the Promoter in respect of any such housing loan or finance shall not affect the obligations and liabilities of the Allottee hereunder nor the rights and authorities of the Promoter including to cancel or terminate this agreement owing to any delay or default of the Allottee and upon forfeiture of stipulated amounts and adjustment of its dues to pay the balance to the financier of the Allottee in due discharge of the Designated Apartment.

11.10 Club Related:

- 11.10.1 **Users:** The Allottee shall have the right to use Recreation Centre/Club facilities (morefully defined in **Part-VII** of **Schedule A** hereto) in the Project in common with the Owners, the Promoter and other Co-Owners of the Project and the Co-Owners of the First Phase and other persons permitted by the Promoter. The payment of the monthly subscription charges for the Club/ Recreation Centre shall be compulsory irrespective of the Allottees using the Club/Recreation Centre facilities or not. The

monthly subscription charges and the user charges of the Club/Recreation Centre shall be determined by the Promoter and after handover by the Association and such rates and charges shall be varied from time to time and shall be subject to escalation according to the exigencies of the situation. It is clarified that membership of the Recreation Centre / Club and all other facilities / amenities available to the Allottees of the units in the Whole Complex.

- 11.10.2 **Facilities:** The Promoter proposes to erect, install and/or make available certain facilities with initial infrastructure and equipments and installation as provided by the Promoter as hereinafter mentioned partly in Project save those carried out or being carried out in the First Phase. The conveniences, amenities and facilities of the Recreation Centre/Club decided by the Promoter shall be final and binding on the Allottee. A list of the proposed facilities of the Recreation Centre/Club has been provided **PART-VII** of **Schedule A** hereto. However, notwithstanding anything contained in **PART-VII** of the **Schedule A** hereto, the Allottee accepts and confirms that the Promoter shall have the sole right and discretion in modifying the details and facilities of the Recreation Centre/Club at the sole discretion of the Promoter.
- 11.10.3 **Recreation Centre/Club Costs and Membership:** All Allottees of the building at the said Project will become members of the Club/Recreation Centre and the rules thereof shall be framed by the Promoter. The Allottee (and if there are more than one Allottee, then only one of them) shall be given membership of the Recreation Centre/Club. The Annual subscription (non-refundable) for the Recreation Centre/Club shall be Rs. 6,000/- per annum, plus applicable GST, payable in advance and such charges shall be compulsorily payable by the Allottee irrespective of the Allottee using the Recreation Centre/Club or not. The subscription charges shall be determined by the Promoter till handover to the Association post which the same shall be determined by the Association. The membership will entitle entry and usage of the Recreation Centre/Club to the member (Allottee) and his / her immediate family subject to a maximum of 5 persons for three bedroom Flat/Apartment and maximum of 7 persons for four bedroom Flat/Apartment. It would be pertinent to mention that some of the facilities at the Recreation Centre/Club shall be available free of cost while others will be on "pay and use" basis. Detailed terms and conditions of membership, different charges and rules and regulations governing the usage of the Recreation Centre/Club will be formulated in due course and circulated to all the members which they will have to abide. In case the unit / apartment is transferred, the membership will automatically stand transferred to the transferee of the unit/ apartment and the transferor will cease to be member of the Recreation Centre/Club. Further all costs and expenses for and relating to the Recreation Centre/Club facilities (including the cost of the Manager, the management, maintenance, administration, repair, replacement, upkeep of all areas, equipments and utilities thereat and the cost of the professionals, employees and other persons appointed or engaged, the costs of rendition of security, services, amenities and facilities, taxes and overheads and all other fees, costs, charges and expenses connected therewith) shall be borne and paid by the allottees of the Project in common with the co-owners of the Whole Complex. The Allottee shall comply with all rules and regulations as framed by the Maintenance In-charge for proper management and use thereof.
- 11.10.4 **Administration of the Recreation Centre/Club:** The Club/ Recreation centre will be under the Supervision and Management of the Promoter and the Association of the Co-owners of the First Phase and the Associations of co-owners of the Project upon

being formed or a Federation of the association shall from time to time be given the responsibilities in respect of the Recreation Centre/Club at such time in such manner and on such terms and conditions as the Promoter may deem fit and proper.

11.11 Overall Project-related:

- 11.11.1 **Car Parking Areas:** The Project contains open, covered, basement and mechanical parking spaces as per sanctioned plans. In addition, the Project also contain open spaces which do not form a part of the Common Areas but which can be used for parking (hereinafter referred to as "**Open Parking Areas**"). For a regulated and disciplined use of these spaces, the Promoter has reserved the right to allot parking rights in these Open Parking Areas to (i) those Allottees who need the same and apply for the same with preference being given by the Promoter to those Allottees who do not otherwise have any parking space in the Project and (ii) for parking by the guest and/or visitors of the co-owners of the Project with prior written permission of the Maintenance In-charge. The Allottee agrees and undertakes neither to raise any dispute or objection in respect of the allotment of parking made by the Promoter in respect of the Open Parking Areas to any other allottees nor to disturb the use of the allotted parking space by the concerned allottee. The Allottee shall not have any Parking Facility until he makes full and final payment of all sums due from him in terms of this Agreement and until the Allottee remains in default in complying with his obligations under this Agreement. The Promoter may allot parking facility in the Project to any allottee of First Phase and may allot parking facility in the First Phase to any allottee of the Project.
- 11.11.2 The Mechanical Parking System shall be managed, maintained and up-kept by the Maintenance In-charge until such time as such Unit Holders or two-third majority of them decide to manage, maintain and up-keep the same themselves. All costs and expenses relating to the Mechanical Parking System (including its running, maintenance, operation, repair, replacement, renovation, insurance etc.,) shall be payable by the Unit Holders who take parking facility in the Mechanical Parking System proportionately and the same shall so long the same is maintained by the Maintenance In-charge be paid by them to the Maintenance In-charge separately against bills raised by the Maintenance In-charge for the same. Any use of the Mechanical Parking System by the Allottee Unit Holders shall be subject to force majeure and interruptions, inconveniences and mechanical faults associated with its use and the Promoter and the Maintenance-in-Charge shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System to which the Allottee hereby consents and agrees to keep the Promoter fully indemnified in respect thereof.
- 11.11.3 In case the Allottee taking parking space in the Mechanical Parking System, the Allottees' proportionate share in the expenses and outgoings relating to the Mechanical Parking System shall be the proportion in which the number of parking spaces in the Mechanical Parking System taken by the Allottee may bear to the total number of parking spaces in the Mechanical Parking System. The Allottees' proportionate share in several matters referred to herein shall be the proportion in which the carpet area of the Designated Apartment may bear to the carpet area of all the Units in the Project. It is clarified that while determining the proportionate share

of the Allottee in the various matters referred herein, the decision of the Promoter on any variations shall be binding on the Allottee.

- 11.11.4 The Promoter has made provisions for installation of EV charging system as required under law with related sub/prepaid meters for charging electric motor cars for use by the Allottees upon pre-payment of charges for the same to the Maintenance In-charge. All costs and expenses for the upkeep and maintenance of such EV charging system shall form part of the Common Expenses. The cost for setting up the EV charging system shall be paid by the persons desirous of taking the facility and subject to the Promoter agreeing to provide the same to the concerned Allottee.
- 11.11.5 **Specifications:** The Promoter may use alternative similar substitutes in respect of any item of the Specifications mentioned in **PART-X** of **SCHEDULE A** hereto.
- 11.11.6 **Non-Obstruction in Project:** The Allottee shall not, in any manner, cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of or in or to the Project or any part thereof by the Promoter due to any reason whatsoever.
- 11.11.7 **Commencement of power supply from Generator:** The power backup from the Common Generator in the Project shall be commenced only upon 50% (fifty percent) of the Co-Owner (other than the Owners or the Promoter) taking possession of their respective Units in the Project and not before and the Allottee, in case it takes possession of the Unit before the said time period stipulated for commencement of power backup from Common Generator, shall not raise any objection, dispute or claim in this behalf. The Promoter shall have the discretion to reduce or waive, at any time, the said requirement of minimum percentage of occupancy.
- 11.11.8 **Construction Finance:** The Promoter has taken construction finance for construction of the Project from_____. by mortgaging, inter-alia, the Project Land and the constructions thereat **Provided However That** any such mortgage, if it relates to the Designated Apartment, shall be redeemed/discharged by the Promoter by way of repayment of the loan prior to the execution of the Sale Deed by the Promoter in favour of the Allottee in terms hereof.
- 11.11.9 **Architect & engineers:** Unless changed by the Promoter, M/s. INNATE of 26/2 Ballygunge Circular Road, Udayan Park, Flat No.7, 3rd Floor, Kolkata 700019 shall be the Architect and Mr. Utpal Santra of MNC Consultants Private Limited of MNC House, 1516 Rajdanga Main Road, Kolkata700107 shall be structural engineers/consultant for the Project.
- 11.11.10 **Advocates:** Unless changed by the Promoter, Messrs. DSP Law Associates, Advocates of 4D Nicco House, 2 Hare Street, Kolkata-700001 shall be the Advocates for the documentations concerning the transfer of different areas and portions of the Project.
- 11.11.11 **Name of the Project:** The Project shall bear the name "**Morya 2**" or such other name as be decided by the Promoter from time to time. The Blocks shall also bear the names "A-1" and "A-2" or such other name as be decided by the Promoter from time to time. The name of the Project cannot be changed unless permitted by the

Promoter in writing and it shall not be necessary for the Promoter to grant any such permission.

11.11.12 Future Expansion Related:

- (i) The Allottee accepts, acknowledges and confirms that the Promoter shall have the sole and exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project including additional floors/storeys on the buildings and other vertical and horizontal expansion and commercial exploitation and to do all acts deeds and things and make all alterations and connections (including to connect all existing utilities and facilities available at the said Premises viz. lifts, water, electricity, sewerage, drainage etc., to the new constructions) as be deemed to be expedient to make such areas and constructions tenantable and to use, enjoy, hold and/or sell transfer the same to any person or persons on such terms and conditions as the Promoter in its absolute discretion may think fit and proper.
- (ii) The Promoter may make further additions and alterations to the Building Plans without affecting the Unit or reducing the amenities and facilities mentioned in **Part-VI** of **Schedule A**. The Promoter shall take any further consent, if required, from the Allottee at the appropriate time if and to the extent required under the Act and which such consent shall not be unreasonably withheld.

11.12 HOUSE RULES: The ownership and enjoyment of the Unit, Parking Facility, if any and the Common Areas by the Allottee shall be subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as well as the House Rules below ("House Rules") which the Allottee shall be obliged and responsible to comply with strictly: -

- 11.12.1 to use the Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Designated Apartment or any activity which may cause nuisance or annoyance to the Co-Owner.
- 11.12.2 that unless the right of parking is expressly granted and mentioned in **Part-V** of the **Schedule A** hereinabove written ("**Parking Facility**"), the Allottee shall not park any motor car or any other vehicle at any place in the Project Land (including at the open spaces at the Project Land and the Whole Complex Land) nor claim any right to park in any manner whatsoever or howsoever. The Maintenance In-charge may also impose penalty for any wrongful parking by the Allottee in deviation or violation of this clause and/or the applicable conditions for Parking Facility.
- 11.12.3 In case the Allottee has applied for and has been allotted Parking Facility, the same shall be subject to the following conditions: -
 - (i) The Allottee shall pay the Parking Facility Maintenance Charges, if any, punctually and without any delay or default
 - (ii) the Allottee shall not park any motor car or any other vehicle at any other place in the Project Land (including at the open spaces at the Project Land and the Whole Complex Land) nor claim any right to park in any manner whatsoever or howsoever;

- (iii) the Allottee shall use the Parking Facility so agreed to be granted, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Facility.
- (iv) No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whatsoever.
- (v) The Allottee shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
- (vi) The Allottee shall not grant transfer let out or part with the Parking Facility independent of the Designated Apartment nor vice versa, with the only exception being that the Allottee may transfer the Parking Facility independent of the other to any other Co-owner of the Project and none else.
- (vii) This right to use car parking space does not confer any right of Ownership of the space on which such Parking Facility is provided.
- (viii) In case due to any legislation, rule, bye-law or order, the individual exclusive Parking Facility is not permissible, then the facility of parking agreed to be granted to the Allottee hereunder shall be super ceded by such legislation, rule, bye-law or order and for which the Allottee shall neither hold the Promoter and/or the Owners liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Owners.
- (ix) The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this agreement shall all be covenants running with the Parking Facility.
- (x) In case the Allottee is provided facility of parking which is inter-dependent with any other Parking Facility in the whole complex or any part thereof then the Allottee shall not disturb/block the ingress and egress of car of the other Unit owner of such facility and shall use the dependent facility in mutual co-operation with the other facility holder.
- (xi) In case the Allottee is provided facility of parking in the Mechanical Parking System, the Allottee shall abide by observe fulfill and perform all rules and regulations applicable to the user thereof. The Allottee accepts and acknowledges that any use of the Parking Facility if taken by the Allottee in the Mechanical Parking System shall be subject to Force Majeure and interruptions, inconveniences and mechanical faults associated with its use and further that the Promoter and the Maintenance-in-Charge shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System.

11.12.4 In case the Allottee has not been agreed to be granted any Parking Space, the Allottee shall not park any motor car or any other vehicle at any place in the Project Land (including at the open spaces at the Project Land and the Whole Complex Land) nor claim any right to park in any manner whatsoever or howsoever

11.12.5 In case the Allottee has applied for and has been allotted rights over any open terrace, and mentioned in **Part-VA** of the **Schedule A** hereinbelow written ("**Open Terrace**") the same shall be subject to the following conditions:

- (i) The Allottee shall not cover, enclose, construct upon or make any addition or alteration to the open terrace and shall always keep the same open to sky.
- (ii) The Allottee shall not use the open terrace for any function where loud music is played or where lights disturbing other occupants are used.

- (iii) The Allottee shall not do or put any soil or plantation nor do or permit any accumulation of water or cause any leakage, dampness or damage to the other portions of the Building in any manner.
 - (iv) No construction or storage of any nature shall be permitted thereon nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
 - (v) The Allottee shall not grant transfer let out or part with the open terrace rights independent of the Designated Apartment nor vice versa.
 - (vi) The Allottee shall comply with all legislation, rule, bye-law or order including changes in law as applicable to the open terrace.
 - (vii) The terms and conditions on the user of the open terrace as mentioned above or elsewhere stipulated in this agreement shall all be covenants running with the use of the open terrace.
- 11.12.6 The use of the Common Areas including but not limited to the Recreation Centre/Club shall be done by the Allottee using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas (including the Recreation Centre/Club) and appoint agencies for maintenance of the same. The Allottee shall not hold the Owners or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas including any facility at Recreation Centre/Clubby the Allottee or his family members or any other person. It is clarified that the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas and Recreation Centre/Club.
- 11.12.7 Not to make any construction or addition or alteration or enclose any Common Areas, the Recreation Centre/Club nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
- 11.12.8 Not to claim any access or user of any other portion of the Project except the Designated Block and the Common Areas, the Recreation Centre/Club mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
- 11.12.9 Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated Apartment **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Allottee to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Allottee shall open out any additional window or any other apparatus protruding outside the exterior of the Designated Apartment save that the Allottee shall have the right install window/ split air-conditioners at the place/s provided therefor in the Designated Apartment.

- 11.12.10 To apply for and obtain at his own costs separate assessment and mutation of the Designated Apartment in the records of appropriate authority within 06 (six) months from the date of possession.
- 11.12.11 Not to partition or sub-divide the Designated Apartment nor to commit or permit to be committed any form of alteration or changes in the Designated Apartment or in the beams, columns, pillars of the Designated Block passing through the Designated Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Designated Block or any part thereof.
- 11.12.12 Not to misuse or permit to be misused the water supply at the Designated Apartment.
- 11.12.13 Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- 11.12.14 Not to install or keep or operate any generator in the Designated Apartment or in the or balcony/verandah if attached thereto or in the corridor, lobby or passage of the floor in which the Designated Apartment is situate or in any other common areas of the Designated Block or the Project Land or the Whole Complex Land save the battery-operated inverter inside the Designated Apartment.
- 11.12.15 Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders
- 11.12.16 Not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
- 11.12.17 No bird or animal shall be kept or harbored in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
- 11.12.18 To allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Unit and the Parking Facility, if any at all reasonable times for construction and completion of the Designated Block and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Unit and the Parking Facility, if any within seven days of giving of a notice in writing by the Maintenance In-charge to the Allottee thereabout;
- 11.12.19 To use the Common Areas only to the extent required for ingress to and egress from the Designated Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the Project Land and the Whole Complex Land by the Owners and the Promoter and all other persons entitled thereto.

- 11.12.20 To maintain at its own costs and expenses the firefighting system and equipments installed inside the Unit and to keep the Unit free from all hazards relating to fire
- 11.12.21 To keep the Designated Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Designated Block and not to do or cause to be done anything in or around the Designated Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Designated Apartment.
- 11.12.22 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 unit or any part of the Designated Block or may cause any increase in the premia payable in respect thereof.
- 11.12.23 Not to draw the electric lines/wires, television/DTH cables, broadband data cables and telephone cables to the Designated Apartment except only through the ducts and pipes provided therefor and further ensuring that no inconvenience is caused to the Owners, the Promoter or to the other co-owner of the Designated Block. 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 Designated Block and/or the Project Land and/or the Whole Complex Land and/or outside walls of the Designated Block save in the manner indicated by the Promoter or the Maintenance In-charge.
- 11.12.24 To allow the Maintenance In-charge, for the purpose of security, to restrict and regulate the entry of visitors into the Project. It being expressly understood that the internal security of the Designated Apartment shall always be the sole responsibility of the Allottee.
- 11.12.25 Not to commit or permit to be committed any alteration or changes in, or draw from outside the Designated Block, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Apartment and any other Unit in or portion of the Project.
- 11.12.26 To co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Project Land and the Whole Complex Land and other Common Purposes.
- 11.12.27 Keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the Project Land and the Whole Complex Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the Project Land and the Whole Complex Land.
- 11.12.28 To use only the Common Areas and Installations according to the rules framed from time to time by the Promoter and/or the Association in this behalf.
- 11.12.29 To maintain at his own costs, the Unit (including but not limited to the grills installed thereat) and the Balcony, in the same good condition state and order in which it be

delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Kolkata Municipal Corporation, CESC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Apartment as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and facilities and amenities at the Project.

- 11.12.30 Not to alter the outer elevation or façade or colour scheme of the Designated Block (including grills, verandahs, lounges, external doors and windows etc.,) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter hereinbelow nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Designated Block otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- 11.12.31 Not to fix or install air conditioners in their respective Flats / Apartments save and except at places where provision has been made by the Promoter for installation of the same. In case of and in the event any Allottee installs air conditioner/s at any place other than the places earmarked and/or specified for the same, then and in that event, such Allottee shall be liable to forthwith remove the air conditioner/s at its own costs. Further, before installation, the Allottees / Unit Holders shall also get the layout plan of the air conditioner/s to be installed in their respective Flats / Apartments approved by the Promoter and shall further ensure that all water discharged by the air conditioning units is drained within their respective Flats / Apartments.
- 11.12.32 Not to install any box grill at the Unit or any of its windows nor to install any grill the design of which have not been suggested or approved by the Promoter or the Architects and upon such approval, may install such grill at their own costs and expenses.
- 11.12.33 Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- 11.12.34 Not to use the Unit and the Parking Facility, if any or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owner.
- 11.12.35 Not to change/alter/modify the name of the Project and/or the Building therein from those mentioned in this Agreement.
- 11.12.36 Not to do or permit any animal sacrifice or any festival or occasion which contains any bodily or physical harm to any person or animal at any part or portion of the Common Areas.
- 11.12.37 The Allottee agrees, declares and confirms that the right, title and interest of the Allottee is and shall be confined only to the Unit, the Parking Facility and the other

components of the Designated Apartment and that the Promoter shall at all times be entitled to deal with and dispose of all other apartments, units, parking spaces/facilities, constructed spaces and portions of the Project in favour of third parties at such consideration and its sole discretion, which the Allottee hereby accepts and to which the Allottee, under no circumstances, shall be entitled to raise any objection.

11.13 Taxes and Outgoings: The Allottee binds himself and covenants to bear and pay and discharge the following amounts, taxes, expenses and outgoings ("**Taxes and Outgoings**"):

- (i) Property tax and/or Municipal rates and taxes and water tax, (if any) assessed on or in respect of the Designated Apartment directly to the Municipality, BLLRO and/or any other appropriate authority Provided That so long as the same is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the Project Land and/or the Whole Complex Land.
- (ii) All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute, rules or regulations whether existing or as may be imposed or levied at any time in future on in respect of the Designated Apartment and/or any component thereof and/or the Building and/or the Project Land and/or the Whole Complex and whether demanded from or payable by the Allottee or the Maintenance In-charge and the same shall be paid by the Allottee wholly in case the same relates to the Designated Apartment and proportionately in case the same relates to the Building and/or the Project Land and/or the Whole Complex Land or any part thereof.
- (iii) Electricity charges for electricity consumed in or relating to the Unit.
- (iv) Charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the Designated Apartment or any part thereof against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Apartment, wholly and if in common with the other Co-Owner, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
- (v) Proportionate share of all Common Expenses (including those mentioned in **PART-VIII** of **SCHEDULE A** hereto) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-charge, recurring monthly maintenance charges calculated @ Rs. ___/- (Rupees _____) only per Square foot per month of the Unit Area for CAM. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.
- (vi) Parking Facility Maintenance Charges amounting to Rs. ___/- per annum per Parking Facility, if any.

- (vii) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Allottee.
 - (viii) Goods and Service Tax and all other overheads in respect of the aforesaid outgoing and taxes payable by the Allottee as per the prevalent rates.
 - (ix) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoing proportionately or wholly as the case may be.
- 11.13.1 All payments to be made by the Allottee shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Allottee or in the letter box earmarked for the Unit Provided That any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof and the Allottee shall bear and pay the same accordingly and without any delay, demur or default and without raising any objection of any nature whatsoever. Part payment will not be accepted after the due dates.
- 11.13.2 The maintenance charges do not include any payment or contribution towards the Recreation Centre/Club payable by the Allottee as per stipulations made elsewhere in this agreement therefor. The maintenance charges does not also include the costs and expenses for major repair, replacement, reinstatement etc., of the Common Areas and the Allottee shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance-In-Charge from time to time. Furthermore, the maintenance charges and all such payments shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and any non-user or non-requirement thereof shall not be claimed as a ground for the non-payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Allottee.
- 11.13.3 The liability of the Allottee to pay the aforesaid Taxes and Outgoings shall accrue with effect from the Liability Commencement Date.
- 11.13.4 In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Allottee under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance-in-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears. Without prejudice to the liability of the Allottee to pay interest as aforesaid, in case the failure and/or default in any payment by the Allottee for two months then until such payment with applicable interest, the Allottee and persons deriving rights through him shall be debarred from the benefits of use of the common facilities and the membership and use of the Recreation Centre/Club shall be suspended and the Maintenance-in-charge and Manager shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Allottee and his employees guests

agents tenants or licensees and/or the Designated Apartment. It is clarified that any debarring, suspension, withholding or stoppage as aforesaid shall not affect the continuing liabilities of the Allottee in respect of payment of the Taxes and Outgoings and applicable interest during the period of such debar, suspension, withholding or stoppage.

11.13.5 It is further agreed that the Promoter shall not be liable if there be any disconnection or interruption in the use of electricity, generator, water, and other utilities etc., owing to any nonpayment of bills and charges by the Allottee.

11.13.6 The Allottee shall be and remain responsible for and to indemnify the Owners, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the Land or any other part of the Building at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Owners and/or the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.

11.14 Liability Commencement Date: In case the Promoter issues notice to the Allottee to take possession of the Unit and the Allottee fails to pay the entire dues of the Allottee within the time stipulated in the notice or is in default in compliance of any of his other obligations hereunder, then notwithstanding the fact that the Promoter shall withhold possession of the Unit on account of such failure or default of the Allottee, the Allottee's liability to pay the Taxes and Outgoings in respect of the Designated Apartment shall commence on the expiry or __days of issuance of such Notice of Possession or date of expiry of the time stipulated in such Notice, whichever be earlier, as aforesaid ("**Liability Commencement Date**"). Furthermore, with effect from the Liability Commencement Date and until the Allottee pays all its dues towards the Promoter and the Designated Apartment and remedies the concerned default and takes physical possession of the Unit, the Allottee shall be liable for all consequences of failure of compliance of House Rules and shall also be liable to pay to the Promoter a predetermined sum calculated @ Rs. 5/- (Rupees five) only (plus applicable GST) per Square foot per month of the built-up area in respect of the Designated Apartment towards withholding charges. This shall be without prejudice to the other rights remedies and claims of the Promoter and the other obligations and liabilities of the Allottee hereunder.

11.15 Waiver: The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of 2 (two) years from the date of the Occupancy Certificate

11.16 Common Expenses ("Common Expenses**")** shall be all fees, costs, charges and expenses to be paid or incurred in respect of the management, maintenance, administration, repair, replacement, upkeep, protection, insurance, security of the Buildings (except the Units therein), and the Common Areas and the parking spaces and for all other Common Purposes and include those mentioned in **PART-VIII** of **SCHEDULE A** hereto.

11.17 Acknowledgments, Exceptions and Reservations: The Allottee doth hereby unconditionally and irrevocably agree to the rights, entitlements and authorities of the Promoter under clause H above and under the other provisions of this Agreement fully and in all manner and shall not be entitled to raise any objection, dispute, hindrance or claim on any account whatsoever in respect thereof. Without affecting the generality of the foregoing, the Allottee doth hereby authorize, allow and permit the Promoter to avail and/or exercise all or any of rights and authorities envisaged under clause H above and/or the following rights and authorities at any time and from time to time hereafter: -

11.17.1 The Promoter shall at all times also be entitled to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary, Main entrance of the Whole Complex common areas and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc., (hereinafter referred to "as Project Branding") and the Allottee or the Association shall not be entitled to obstruct, remove or block the same in any manner whatsoever or howsoever. The Allottee has no objection nor will at any time be entitled to raise any objection to any hoardings, neon sign, billboards, advertisements, signage (of any size and constructed of any material and the same, with or without illumination) of the brand name "Sugam", "Diamond", "Soham" and "Multicon etc., ("Said Signage") of the Promoter being erected on the roof and/or the parapet walls and/or the façade of the Project and also the boundary walls of the Project. The space for the Said Signage shall be deemed to have been excluded out of the subject matter of sale and shall always belong to the Promoter. The Promoter shall maintain the Said Signage at its own cost if the Said Signage is illuminated, the Promoter shall bear the charges for actual electricity consumed for illumination on the basis of a separate meter specifically installed for this purpose. Neither the Allottee nor the Allottee's successor-in-interest shall at any time do any act, deed or thing which affects or hinders the absolute and unfettered right of the Promoter to put up the Said Signage and enjoy the benefits of the Said Signage. It is clarified that for the purpose of maintaining, managing, repairing, replacing, adding or altering the Said Signage, the Promoter and/or the men and agents of the Promoter shall at all times have the right of access to the areas in which the Said Signage are constructed and/or installed without any obstruction or hindrance either from the Allottee or the Maintenance In-charge. The Allottee further agrees not to use the name/mark ""Sugam", "Diamond", "Soham" and "Multicon in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever save and except for the purpose of address of the Unit and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark.

11.17.2 The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the vendors, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, v-sat, television, internet, transformer, compactor, earth pits, generators, invertors, wires and installations and any other facility anywhere at the Designated Block and/or spaces surrounding the same including but not limited to their respective roofs, against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities

and/or services on the roof of the Buildings or any of them or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such vendors/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall belong to the Promoter and the Promoter may use the same to subsidize/meet the Common Expenses to that extent.

- 11.17.3 The Allottee has agreed that for the benefit of the Project, the Promoter shall be allowed to make any additions and alterations in the sanctioned plans, layout plans and specifications of the Project including the Common Areas without changing the layout, specification and carpet area of the Unit as may be necessary due to architectural and structural reason on recommendation of the Architect. The Allottee unconditionally accepts and consents to the same and shall not raise any objection whatsoever in this regard.

12 DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter by the Allottee within a period of 5 (five) years from the date of occupancy certificate and/or partial occupancy certificate of the building in which the Unit is situated, as the case may be, the Parties shall refer the matter to the Architect for the Project who shall verify the same and direct the Promoter to proceed or not to proceed with the rectification of the defects upon considering the submission of the Parties and the terms and conditions hereof and then it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided Further That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to any Force Majeure event or from misuse/negligent use, unauthorized modifications, accidents by the Allottee or owing to act or omission of the Allottee or any other allottees or Association of allottees and/or any other person or owing to failure to maintain the equipments/amenities in the Whole Complex by the Allottee or any other allottees or Association of allottees or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of allottees or competent authority. The Allottee is/are aware that any change, alteration including breaking of walls or any structural members or the construction of any new wall or structural member will result in immediate cessation of the Promoter's obligation to rectify any defects or compensate for the same as mentioned in this Clause. The Allottee has been made aware and expressly agrees that the regular wear and tear of the Apartment/Building Block/Project excludes minor hairline cracks on the external and internal walls (excluding RCC structure) which happens due to variation of temperature and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. The decision of the Architect in respect of the matter referred to in this clause shall be final and binding upon both the Promoter and the Allottee.

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

The Allottee hereby agrees to purchase the Designated Apartment on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of the total maintenance charges, as determined and thereafter billed by the Maintenance In-charge (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 In-charge from time to time.

14 RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/Maintenance In-charge/maintenance agency/association of allottees shall have rights of unrestricted access to all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the Designated Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect or for inspection and requiring the Allottee to remedy any want of repair.

15. USAGE:

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

16. GENERAL COMPLIANCE WITH RESPECT TO THE DESIGNATED APARTMENT:

- 16.1 Subject to clause 12 above, the Allottee shall, after taking possession, be solely responsible to comply with the House Rules/Association Bye-laws and maintain the Unit 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 Unit or the Parking Facility, if any, or the common areas including staircases, lifts, common passages, corridors, circulation areas or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Designated Apartment and keep the Designated Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any signboard / nameplate, neon light, publicity material or advertisement material etc. on the face/façade of the Building or anywhere on the exterior of the Project, Buildings or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Allottee shall not store any hazardous or combustible goods in the Designated Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Designated 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 of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY THE ALLOTTEE:

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

18. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that except as otherwise mentioned elsewhere herein it has no right to make additions or to put up additional structure(s) anywhere in the Project after the occupancy certificate in respect of the Buildings in the Project has been issued by the competent authority(ies) except as provided for elsewhere in this Agreement and/or in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

- 19.2 However, the Promoter shall be entitled to securitize the Total Price and/or other amounts payable by the Allottee under this Agreement (or any part thereof) in the manner permissible under the Act/Rules, in favour of any persons including banks/financial institutions and shall also be entitled to sell and assign to any person or institution the right to directly receive the Total Price and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement, in the manner as intimated.

20. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):

The Promoter has assured the Allottee that the Project can be registered in accordance with the provisions of the West Bengal Apartment Ownership Act,1972. The Promoter is in compliance with the various laws/regulations as applicable in the State of West Bengal to the extent applicable.

21. BINDING EFFECT:

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

authority as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30(thirty) days from the date of its receipt by the Allottee and/or appear before the registering authority for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 02(two) months from the date of its receipt by the Allottee, the allotment of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee (after forfeiture of a sum of equivalent to 10% of the Total Price) with an option to pay the same directly to the bank account of the Allottee given at the time of application form without any interest or compensation whatsoever. The taxes and stamp duty, registration charges and documentation charges incurred or payable by the Allottee shall not be refundable to the Allottee and the same shall be the costs of the Allottee for which no claim shall be made against the Promoter by the Allottee.

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 understandings, other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Designated Apartment.

23. RIGHT TO AMEND:

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

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

It is clearly understood and so agreed to by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Designated Apartment and the Project and/or projects on future phase lands, if any, shall be equally applicable to and enforceable against any subsequent allottees of the Designated Apartment, in case of a transfer, as the said obligations go along with the Designated Apartment for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE:

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

26. SEVERABILITY:

If any provision of this Agreement is 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 unless the same are capable of being agreed upon by the

Parties and/or consented to by the Allottee 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 the other allottee(s) in the Project, the same shall be equal to the proportion which the carpet area of the Unit bears to the total carpet area of all the Units in the Project.

28. FURTHER ASSURANCES:

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

29. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office', or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the Office of the Registrar/Additional Registrar/Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Kolkata

30. NOTICES:

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post and/or by email transmission, provided that receipt of such email is formally confirmed by the recipient by replying thereto or otherwise, at their respective addresses specified below:

Name of Allottee: _____

Allottee Address: _____

Email id of Allottee: _____

Promoter Name: _____ **LLP**

Promoter Address: _____

Email id of Promoter: _____

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address and/or email id 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 and/or emailed at the aforesaid email id, shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

31. JOINT ALLOTTEES:

That in case there are Joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which

shall for all intents and purposes be considered as having properly been served on all the Allottees.

32. GOVERNING LAW:

That the rights and obligations of the Parties arising out of or under this Agreement shall be construed and enforced in accordance with the applicable laws of India for the time being in force.

33. DISPUTE RESOLUTION:

All or any disputes arising out of or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act and/or its subsequent amendments and all disputes and differences relating to the Designated Apartment in the Project shall be subject to the exclusive jurisdiction of Courts at Kolkata only.

34. The other terms and conditions as per the contractual understanding between the Parties have been incorporated in the Schedules hereto and such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.

III. SCHEDULES:

**SCHEDULE 'A' ABOVE REFERRED TO:
PART-I
WHOLE COMPLEX LAND**

All That the municipal premises No.88A Basanta Lal Saha Road (popularly known as B.L. Saha Road) (formerly a divided and demarcated portion of Premises No.88 Basanta Lal Saha Road, Kolkata 700053), Police Station Behala, P.O. New Alipore, Kolkata 700053, in Ward No.116 of the Kolkata Municipal Corporation, having a land area of 15 Bighas 11 Cottahs 00 Chittacks 36.55 Square Feet (after reduction of 359.7 Sq.Mts. equivalent to 5 Cottahs 6 Chittacks more or less that had been gifted to the Kolkata Municipal Corporation) more or less, and comprised of entire R.S. Dag Nos.533, 534, 535, 536 and 537 and portions of R.S. Dag Nos.516, 517, 518, 519, 530, 531, 532, 538, 539, 540 and 541 all recorded in R.S. Khatian Nos.34, 36, 38, 81, 90 and 689 all in Mouza Italgata, J.L. No.10, in the District of South 24 Parganas in the State of West Bengal and butted and bounded as follows:

- On the North:** Partly by Pre. No. 61/2 B.L. Saha Road and partly by Pre. No. 143 B.L. Saha Road;
- On the East:** Partly by Basanta Lal Saha Road (including land gifted to KMC by the Owners and/or their predecessors in title) and partly by Pre. No. 143 B.L. Saha Road;
- On the South:** By several others' properties;
- On the West:** By several others properties;

OR HOWSOEVER OTHERWISE the same now are or is or at any time heretofore were or was situated, butted, bounded, called, known, numbered, described and/or distinguished.

**PART-II
PROJECT LAND**

All That piece or parcel of land having an area of 8,143.7376 square meters more or less out of the Whole Complex Land.

**PART-III
(PROJECT / SECOND PHASE)
BUILDING DETAILS**

1. Block A-1 having one basement, ground floor and eighteen upper floors as per sanctioned plan dated 01-12-2017.
2. Block A-2 having one basement, ground floor and eighteen upper floors as per sanctioned plan dated 01-12-2017.
3. Common Amenities and Facilities as mentioned in Part-VI of Schedule A hereto.

**PART-IV
UNIT**

ALL THAT the residential flat being Unit No. ___ containing a carpet area of ___ Square feet more or less alongwith balcony with a carpet area of ___ Square feet more or less and a total built-up area of Unit (including Balcony) of ___ Square feet more or less on the ___ floor of the Block ___ of the Project at the Project Land.

**PART-V
PARKING FACILITY**

ALL THAT the right to park ___ medium sized motor car at such _____ place in the ground floor of any one of the Buildings at the said Project Land as be expressly specified by the Promoter at or before delivery of possession of the Unit.

PART-VA

OPEN TERRACE

**PART-VI
COMMON AREAS
SECTION -I
COMMON AREAS IN THE BUILDING**

- 1.** Common Areas & Installations at any Building:
 - i) Stair Case and stair cover
 - ii) Lift and Lift Machine Room
 - iii) Lift well, Lift Lobbies
 - iv) Overhead Reservoir
 - v) Water Connection
 - vi) Common Roof

- vii) Common passage of the building and its entrance (except the parking areas as designated by the Promoter)

SECTION-II COMMON AREAS IN THE WHOLE COMPLEX

- 2.** Common Areas & Installations at the Whole Complex:
 - i) Land comprised in the said Premises (Phase-wise).
 - ii) Entrance and exit gates of the said Premises.
 - iii) Jogging Tracks//Walkways/Outdoor Exercise Area
 - iv) Landscaped Paths passages and driveways in the said Premises other than those reserved by the Developer for its own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or other vehicles or marked by the Developer for its exclusive use.
 - v) Stand-by Diesel generator set of reputed make of sufficient capacity for emergency supply to some of the common areas, for operation of lifts and water pump and for supply of power in the said Unit to the extent of quantum mentioned herein and/or in the other Units during power failure.
 - vi) Water pump with motor and with water supply pipes to the overhead water tank and with distribution pipes therefrom connecting to different units.
 - vii) Underground water reservoir with a pull-on pump installed thereat.
 - viii) Water waste and sewerage evacuation pipes from the Units to drains and sewers common to the Housing Complex and from there to the municipal drain.
 - ix) Landscaped Waterbody
 - x) Common Toilets
 - xi) CCTV system
 - xii) Rain Water Harvesting
 - xiii) Water Filtration Plant for filtered water supply
 - xiv) Sewerage Treatment Plant
 - xv) Recreation Centre Club Facilities
 - xvi) Garbage dumping point/space
 - xvii) Dedicated Visitors' Car Parking space
 - xviii) Administration office

PART-VII RECREATION CENTRE CLUB FACILITIES

1. A substantial portion of the Recreation Centre/ Club has been constructed and provided at First Phase (hereinafter referred to as "the **Recreation Centre/Club**" which expression shall include any modifications or alterations of all or any such facility) and only certain green area/s to form part of the Recreation Centre/Club will be constructed in the Project. The said Recreation Centre/Club will be for the benefit and common use of the Allottees of the Units/ Constructed spaces/ saleable areas in the Project to be constructed by the Promoter at the said Land. The Club / Recreation Centre shall be maintained and managed by the Promoter and after handover to the Association shall be maintained and managed by the Association. The details of the Recreation Centre/Club facilities are as follows:-

- i) Swimming Pool
- ii) Kids' Play Area
- iii) Changing Rooms with Shower Area
- iv) Toilets for Ladies & Gents
- v) Guest Rooms
- vi) Gymnasium
- vii) Cafeteria
- viii) AC Indoor Games -
 - a) pool table
 - b) table tennis
 - c) carom, chess
 - d) badminton court
- xi) Library
- x) Business Centre
- xi) Banquet Hall
- xii) Mini-Theatre

It is clarified that the Common Areas and Installations shall not include the parking spaces, exclusive terraces (if any) at different floor levels attached to any particular flat or flats, exclusive greens / gardens (if any) attached to any particular flat or flats and other open and covered spaces at the Premises and the Buildings which the Promoter / Owners may from time to time express or intend not to be so included in the Common Areas and Installations and the Promoter / Owners shall be entitled to deal with and/or dispose of the same in its absolute discretion, to which the Allottee hereby consents.

PART-VIII COMMON EXPENSES

1. MAINTENANCE: All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, lighting, upkeep etc. of the main structure including the roof (only to the extent of leakage and drainage to the upper floors), the

Common Areas of the Designated Block , lifts, generators, intercom, CCTV, water pump with motors, the Parking Spaces (excluding parking spaces in the Mechanical Parking System) and all adjoining side spaces and all related, gutters and water pipes for all purposes, equipments and accessories, machinery, tools and tackles, Recreation Centre/Club facilities related equipment's etc., drains and electric cables and wires in under or upon the Designated Block and/or the Project and/or the Recreation Centre/Club facilities and related facilities and/or enjoyed or used by the Allottee in common with other occupiers or serving more than one Unit/flat and other saleable space in the Building and at the Land, main entrance, landings and staircase of the Building enjoyed or used by the Allottee in common as aforesaid and the boundary walls of the Project Land and Whole Complex Land, compounds etc. The costs of cleaning and lighting the Common Areas, the main entrance, passages, driveways, landings, staircases and other parts of the Designated Block and/or the Project so enjoyed or used by the Allottee in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

2. **OPERATIONAL:** All costs, charges and expenses for running and operating all machines equipments and installations comprised in the Common Areas (including lifts, generators, intercom, water pump with motor, Recreation Centre/Club facilities related equipment's, electricity, light fittings etc and also the costs of repairing, renovating and replacing the same and also the Parking Spaces.
3. **STAFF:** The salaries, remuneration, fees and all other expenses of the staff, contractors, agencies etc.,) to be appointed or employed for the Common Purposes (e.g. security, electricians, maintenance persons, caretakers, accountants, clerks, other administrative staff, lift operators, plumbers, gardeners, sweepers, guards etc.).
4. **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the Land and Common Areas (save those assessed separately in respect of any unit).
6. **AMC & INSURANCE:** Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Project (except individual units) and/or any Common Areas and also the Parking Spaces or any part thereof against normal degeneration or damages and/or Force Majeure events including earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **PARKING SPACES:** All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair, replacement renovation, overhaul, in respect of the Parking Spaces (excluding parking spaces in the Mechanical Parking System) and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.

10. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Owners, the Promoter, the Association for the common purposes.

**PART-IX
DEVOLUTION OF TITLE**

- A. At all material times, one Pashupati Bhattacharjee was the sole and absolute owner of **ALL THOSE** several pieces and parcels of contiguous land containing an area of 15 Bighas 02 Cottahs 01 Chittacks 12 Square Feet more or less situate lying at and being a divided and demarcated portion of Premises No.88, Basanta Lal Saha Road (popularly known as B. L. Saha Road), Kolkata – 700053 and comprised of entire R.S.Dag Nos.533, 534, 535, 536 and 537 and portions of R. S. Dag Nos.516, 517, 518, 519, 532, 538, 539 and 540 all recorded in R. S. Khatian Nos.36, 38, 81, 90 and 689 all in Mouza Italgata, J.L.No.10, under Police – Station Behala in the District of South 24 Parganas together with buildings dwelling houses out-houses sheds and structures thereon and hereinafter referred to as “the **Bigger Property**”.
- B. The said Pashupati Bhattacharjee, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate on 2nd May, 1955 and upon his death his seven sons Sankari Prasad Bhattacharjee, Kamala Kanta Bhattacharjee, Iswari Prasad Bhattacharjee, Bhabani Prasad Bhattacharjee, Sailendra Prasad Bhattacharjee, Kingshuk Bhattacharjee and Rama Prasad Bhattacharjee and wife Nayantara Debi inherited and became entitled to his estate including the said Bigger Property. The said Nayantara Debi acquired a limited estate which became absolute with the coming into effect of the Hindu Succession Act, 1956 and accordingly, she and her said seven sons became the absolute owners of the Bigger Property in equal undivided one-eighth shares each.
- C. By a Deed of Gift dated 29th May, 1962 made between Nayantara Debi as donor therein and her abovenamed seven sons Sankari Prasad Bhattacharjee, Kamala Kanta Bhattacharjee, Iswari Prasad Bhattacharjee, Bhabani Prasad Bhattacharjee, Sailendra Prasad Bhattacharjee, Kingshuk Bhattacharjee and Rama Prasad Bhattacharjee as donees therein and registered with the Joint Sub-Registrar of Alipore at Behala in Book No.I, Volume No.26, Pages 143 to 156 Being No.2373 for the year 1962, the said Nayantara Debi, in consideration of her natural love and affection towards her seven sons, granted conveyed transferred assigned and assured by way of gift, amongst other properties, her undivided one-eighth part or share of and in the Bigger Property, unto and in favour of her abovenamed seven sons in equal shares, absolutely and forever.
- D. In the premises, the said seven sons of Pashupati Bhattacharjee namely Sankari Prasad Bhattacharjee, Kamala Kanta Bhattacharjee, Iswari Prasad Bhattacharjee, Bhabani Prasad Bhattacharjee, Sailendra Prasad Bhattacharjee, Kingshuk Bhattacharjee and Rama Prasad Bhattacharjee became seized and possessed of and well and sufficiently entitled to as the absolute owners of, amongst other properties, the Bigger Property in equal undivided one-seventh shares each and their names were recorded in the finally published R.S. Records of Rights under the said Khatian Nos.36, 38, 81, 90 and 689.
- E. The said Bhabani Prasad Bhattacharjee, a Hindu governed by the Dayabhaga School of Hindu Law, died a bachelor on 13th November, 1983 after making and publishing his Last WILL dated 1st September, 1983 (hereinafter referred to as “**the last WILL**”) whereby and whereunder he appointed his brother Rama Prasad Bhattacharjee as the

Sole Executor to his Will and gave devised and bequeathed, unto and to his six brothers, Sankari Prasad Bhattacharjee, Kamala Kanta Bhattacharjee, Iswari Prasad Bhattacharjee, Sailendra Prasad Bhattacharjee, Kingshuk Bhattacharjee and Rama Prasad Bhattacharjee, all his immovable properties (which, inter alia, included his undivided one-seventh part or share of and in the Bigger Property), absolutely and forever. Consequent to the said Will of Bhabani Prasad Bhattacharjee, the said Rama Prasad Bhattacharjee, being the Sole Executor and having accepted the office of Executorship, the estate of the said Bhabani Prasad Bhattacharjee including his undivided one-seventh share or interest into or upon the Bigger Property stood vested in him.

- F. The said Kamala Kanta Bhattacharjee, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate on 7th November, 1998 leaving him surviving four sons and four daughters namely, (a) Uday Bhattacharjee, (b) Kalyan Bhattacharjee, (c) Alope Bhattacharjee, (d) Kanchan Bhattacharjee, (e) (Sm.) Chameli Mukherjee, (f) (Sm.) Dipa Banerjee (alias Sefali Bhattacharjee) (g) (Sm.) Minakshi Mukherjee and (h) Hansi Rani Bhattacharjee as his only heirs heiresses and legal representatives who all upon his death inherited and became entitled his undivided one-seventh share of and in the Bigger Property, absolutely in equal 1/56th undivided shares together with all his rights and entitlement as one of the legatees under the said Will of Bhabani Prasad Bhattacharjee.
- G. The said Hansi Rani Bhattacharjee, a Hindu governed by the Dayabhaga School of Hindu Law, subsequently died intestate and unmarried on 25th November, 2005 leaving her surviving said four brothers and three sisters namely, (a) Uday Bhattacharjee, (b) Kalyan Bhattacharjee, (c) Alope Bhattacharjee, (d) Kanchan Bhattacharjee, (e) (Sm.) Chameli Mukherjee, (f) (Sm.) Dipa Banerjee and (g) (Sm.) Minakshi Mukherjee, as her only heirs heiresses and legal representatives who all upon her death inherited and became entitled to her 1/56th undivided part or share of and in the Bigger Property, absolutely in equal 1/392th undivided shares Together With all her rights and entitlement as the heiress of said Kamala Kanta Bhattacharjee, one of the legatees under the said Will of Bhabani Prasad Bhattacharjee.
- H. The said Iswari Prasad Bhattacharjee, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate on 30th January, 2000 leaving him surviving wife, three sons and two daughters namely, (a) (Sm.) Bijali Bhattacharjee, (b) Ranjan Bhattacharjee, (c) Joydeb Bhattacharjee (d) Abhijit Bhattacharjee, (e) (Sm.) Sukla Banerjee and (f) (Sm.) Shubhra Chakraborty, as his only heirs heiresses and legal representatives who all upon his death inherited and became entitled his undivided one-seventh part or share of and in the Bigger Property, absolutely in equal undivided 1/42nd shares Together With all his rights and entitlement as one of the legatees under the said Will of Bhabani Prasad Bhattacharjee.
- I. The said Sankari Prasad Bhattacharjee, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate on 27th November, 2002 leaving him surviving three sons and three daughters namely (a) Probhat Kumar Bhattacharjee, (b) Priya Kumar Bhattacharjee, (c) Pranab Bhattacharjee (d) (Sm.) Nilima Mukherjee (e) (Sm.) Doli Bhattacharjee and (f) (Sm.) Jaya Ghosal, as his only heirs heiresses and legal representatives who all upon his death inherited and became entitled his undivided one-seventh part or share of and in the Bigger Property, absolutely in equal undivided 1/42nd

shares Together With all his rights and entitlement as one of the legatees under the said Will of Bhabani Prasad Bhattacharjee.

- J. In the premises, the persons named below (hereinafter collectively referred to as "the **Previous Owners**") became seized and possessed of and well and sufficiently entitled to as the absolute owners of the Bigger Property in the shares mentioned below corresponding to their names:

Sl. No.	Name of the Previous Owners	Undivided Share
1.	Sailendra Prasad Bhattacharjee	1/7 th share
2.	Rama Prasad Bhattacharjee-	1/7 th share
3.	Kingshuk Bhattacharjee-	1/7 th share
4a	Probhat Kumar Bhattacharjee-	1/42 nd share
4b	Priya Kumar Bhattacharjee-	1/42 nd share
4c	Pranab Bhattacharjee-	1/42 nd share
4d	(Sm.) Nilima Mukherjee-	1/42 nd share
4e	(Sm.) Doli Bhattacharjee-	1/42 nd share
4f	(Sm.) Jaya Ghoshal-	1/42 nd share
5a	Uday Bhattacharjee-	1/49 th share
5b	Kalyan Bhattacharjee-	1/49 th share
5c	Aloke Bhattacharjee-	1/49 th share
5d	Kanchan Bhattacharjee-	1/49 th share
5e	(Sm.) Chameli Mukherjee-	1/49 th share
5f	(Sm.) Dipa Banerjee-	1/49 th share
5g	(Sm.) Minakshi Mukherjee-	1/49 th share
6a	(Sm.) Bijali Bhattacharjee-	1/42 nd share
6b	Ranjan Bhattacharjee-	1/42 nd share
6c	Joydeb Bhattacharjee-	1/42 nd share
6d	Abhjit Bhattacharjee-	1/42 nd share
6e	(Sm.) Sukla Banerjee-	1/42 nd share
6f	(Sm.) Shubhra Chakraborty-	1/42 nd share
7	Rama Prasad Bhattacharjee, as the Sole	1/7 th share
	TOTAL:	100% Share

Executor to the Estate of Bhabani Prasad Bhattacharjee, deceased, appointed by and under the said Will

- K. One M.C. Mowjee & Company was fully seized and possessed of and well and sufficiently entitled to, amongst other properties, All those pieces and parcels of contiguous landed properties containing an aggregate area of 20 Cottahs more or less comprised of portions of (a) R.S. Dag No.530 measuring 07 Cottahs 14 Chittacks more or less, (b) R.S. Dag No.531 measuring 06 Cottahs more or less and (c) R.S. Dag No.541 measuring 06 Cottahs 02 Chittacks more or less, all recorded in R.S. Khatian No.34 in the said Mouza Italghata (hereinafter collectively referred to as "the said **20 Cottah Property**").
- L. By five Indentures of Conveyance all registered with the Registrar of Assurances, Calcutta, (i) one dated 21st September, 1968 and registered in Book I, Volume No.148, Pages 191 to 210, Being No.4598 for the year 1968, (ii) another one dated 23rd

September, 1968 and registered in Book I, Volume No.169, Pages 7 to 25, being No.4618 for the year 1968, (iii) another one dated 24th September, 1968 and registered in Book I, Volume No.161, Pages 52 to 71, being No.4655 for the year 1968, (iv) another one dated 24th September, 1968 and registered in Book I, Volume No.170, pages 31 to 50, Being No.4656 for the year 1968 and (v) the last one dated 25th September, 1968 and registered in Book I, Volume No.169, Pages 45 to 63, Being No.4703 for the year 1968, the said M.C. Mowjee and Company, for the consideration therein mentioned, granted sold conveyed transferred assigned and assured unto and to M.C. Mowjee and Company Private Limited, amongst other properties, the said 20 Cottah Property, absolutely and forever.

- M. By a Deed of Exchange dated 15th April, 1969 made between M.C. Mowjee and Company Private Limited as First Party therein and said Sailendra Prasad Bhattacharjee and Rama Prasad Bhattacharjee as Second Party therein and registered with the Joint Sub Registrar of Alipore at Behala in Book I, Volume No.24, pages 234 to 241, Being No.1676 for the year 1969, the said M.C. Mowjee and Company Private Limited, in exchange of certain properties conveyed by the said Sailendra Prasad Bhattacharjee and Rama Prasad Bhattacharjee to it thereunder, thereby granted conveyed and transferred unto and to the said Sailendra Prasad Bhattacharjee and Rama Prasad Bhattacharjee amongst other properties, the said 20 Cottah Property, absolutely and forever.
- N. The said 20 Cottah Property was included in as part of Premises No.88, B.L. Saha Road in the records of the Kolkata Municipal Corporation.
- O. By an Indenture of Conveyance dated 16th August, 2005 and registered with the Additional Registrar of Assurances – I, Kolkata in Book No.I, Volume No.1, Pages 1 to 37, Being No.10926 for the year 2005, the said Sailendra Prasad Bhattacharjee and Rama Prasad Bhattacharjee, for the consideration therein mentioned, granted sold conveyed and transferred a divided and demarcated portion containing an area of 05 Cottahs 10 Chittacks 19 Square Feet more or less comprised of a portion of R.S. Dag No.541 forming part of the said 20 Cottah Property to one Salil Kumar Chowdhury, absolutely and forever.
- P. After the sale made by the said Indenture of Conveyance dated 16th August, 2005, the said Sailendra Prasad Bhattacharjee and Rama Prasad Bhattacharjee continued to be seized and possessed of and well and sufficiently entitled to as the absolute owners of the remaining 14 Cottahs 05 Chittacks 26 Square Feet more or less as and being a portion of the said Premises No.88, Basanta Lal Saha Road (popularly known as B.L. Saha Road), Kolkata 700053 comprising of portions of R.S. Dag Nos.530, 531 and 541 all recorded in R.S. Khatian No.34 in the said Mouza Italgata, together with building dwelling houses sheds and structures thereon and hereinafter referred to as “the **Smaller property**”.
- Q. By an Agreement for Sale dated 9th April, 2008 and supplemented by an Agreement (in the form of a letter) dated 17th August, 2010 (hereinafter referred to as “the said Sale Agreement”) entered into between the said Previous Owners and Orbit Towers Private Limited, the said Previous Owners agreed to sell and transfer and the said Orbit Towers Private Limited agreed to purchase and acquire the entirety of the Bigger Property and Smaller Property lying adjacent and contiguous to each other and containing an aggregate area of 15 Bighas 16 Cottahs 06 Chittacks 38 Square Feet more or less either in its own name or in the name of its nominee and/or nominees, free from all

encumbrances mortgages charges leases tenancies occupancies liens lispens restrictions restrictive covenants attachments trusts uses debutters claims demands acquisition requisition alignment and liabilities whatsoever or howsoever and with complete vacant possession at or for a total consideration of Rs.10,00,00,000/= (Rupees ten crores) only.

- R. The said Orbit Towers Private Limited decided to obtain the Deed of Conveyance and/or Transfer in respect of undivided one half part or share of and in both the Bigger Property and Smaller Property in its favour at a consideration of Rs.5,00,00,000/= (Rupees five crores) only and for the remaining undivided one-half part or share of and in such Bigger Property and Smaller Property the said Orbit Towers Private Limited irrevocably nominated South City Projects (Kolkata) Limited in its place and stead and requested the Previous Owners to execute the Deed of Conveyance and/or Transfer in respect thereof directly in favour of the said South City Projects Kolkata) Limited at a consideration of Rs.5,00,00,000/= (Rupees five crores) only.
- S. By an Indenture of Conveyance dated 25th August, 2010 and registered with the District Sub Registrar-II, Alipore, South 24 Parganas in Book I, Volume No.30, Pages 3926 to 3968 Being No.08762 for the year 2010 (a) all the 23 Previous Owners named in Recital I above, for the consideration of Rs.4,78,00,000/= (Rupees four crores seventy eight lakh) only granted sold conveyed transferred assigned and assured undivided one half part or share of and in the Bigger Property unto and in favour of the Orbit Towers Private Limited absolutely and forever and the 22 Previous Owners named in Serial Nos.1, 2, 3, 4a to 4f, 5a to 5g and 6a to 6f of the Recital I above, as being the only persons entitled to the benefits in respect of the undivided one-seventh share of the said deceased Bhabani Prasad Bhattacharjee concurred, confirmed and assured the sale of undivided one –seventh share made thereby by the sole executor of the said Will of the said Bhabani Prasad Bhattacharjee, namely Rama Prasad Bhattacharjee being the Previous Owner named in Serial No.7 of Recital I above in favour of the said Orbit Towers Private Limited and Smt. Urmila Banerjee, being the sole surviving sister of the said deceased Bhabani Prasad Bhattacharjee joined in as Confirming Party thereto and concurred and confirmed the sale made thereby by the said Previous Owner named in Serial No.7 of Recital I above in favour of the said Orbit Towers Private Limited and (b) along with the sale of the said share in the Bigger property, the said Sailendra Prasad Bhattacharjee and Rama Prasad Bhattacharjee, being two of the Previous Owners named in Serial Nos.1 and 2 of Recital I above, for the consideration of Rs.22,00,000/= (Rupees twenty two lakhs) only also granted sold conveyed transferred assigned and assured undivided one-half part or share of and in the Smaller Property of the said Orbit Towers Private Limited absolutely and forever.
- S1. By another Indenture of Conveyance dated 25th August 2010 and registered with the District Sub Registrar-II, Alipore, South 24 Parganas in Book I, Volume No.30, Pages 3969 to 4012, Being No.08764 for the year 2010, (a) all the 23 Previous Owners named in Recital I above, for the consideration of Rs.4,78,00,000/= (Rupees four crores seventy eight lakh) only granted sold conveyed transferred assigned and assured undivided one-half part or share of and in the Bigger Property unto and in favour of the said South City Projects (Kolkata) Limited absolutely and forever And the 22 Previous Owners named in Serial Nos.1, 2, 3, 4a to 4f, 5a to 5g and 6a to 6f of Recital I above, as being the only persons entitled to the benefits in respect of the undivided one-seventh share of the said deceased Bhabani Prasad Bhattacharjee concurred, confirmed and assured the sale of undivided one seventh share made thereby by the Sole Executor

of the said Will of the said Bhabani Prasad Bhattacharjee, namely Rama Prasad Bhattacharjee being the Previous Owner named in Serial No.7 of Recital I above in favour of the said South City Projects (Kolkata) Limited and Smt. Urmila Banerjee, being the sole surviving sister of the said deceased Bhabani Prasad Bhattacharjee joined in as Confirming Party thereto and concurred and confirmed the sale made thereby by the said Previous Owner named in Serial No.7 of Recital I above in favour of the said South City Projects (Kolkata) Limited and (b) along with the sale of the said share in the Bigger Property, the said Sailendra Prasad Bhattacharjee and Rama Prasad Bhattacharjee, being two of the Previous Owners named in Serial Nos.1 and 2 of the Recital I above, for the consideration of Rs.22,00,000/= (Rupees twenty two lakh) only also granted sold conveyed transferred assigned and assured undivided one-half part or share of and in the Smaller Property unto and in favour of the said South City Projects (Kolkata) Limited absolutely and forever and (c) the said Orbit Towers Private Limited joined in as a Confirming Party thereto also and concurred and confirmed such sale of the said share in the Bigger Property and in the Smaller property unto and infavour of the said South City Projects (Kolkata) Limited.

- T. In the premises, the said Orbit Towers Private Limited and South City Projects (Kolkata) Limited became seized and possessed of and well and sufficiently entitled to as the absolute owners of the Bigger Property and Smaller property lying adjacent to each other and containing an aggregate area of 15 Bighas 16 Cottahs 6 Chittacks 38 Square Feet more or less (in short collectively called "the **Larger Property**") in equal undivided one-half shares each.
- U. The said Larger Property measuring 15 Bighas 16 Cottahs 06 Chittacks 38 Square Feet more or less was separately re-assessed and numbered by the Kolkata Municipal Corporation as Premises No.88A, Basanta Lal Saha Road (popularly known as B.L. Saha Road), Kolkata 700053 and the said Orbit Towers Private Limited and the said South City Projects (Kolkata) Limited caused to be mutated their names as owners of the said Property in the records of the Kolkata Municipal Corporation vide Assessee No.41-116-03-0728-0 and also in the records of the B.L.& L.R.O., Behala in respect of entire R.S. Dag Nos.533, 534, 535, 536 and 537 and portions of R.S. Dag Nos.516, 517, 518, 519, 530, 531, 532, 538, 539, 540 and 541 under R.S. Khatian Nos.34, 36, 38, 81, 90 and 689. Further the additional District Magistrate and District Land and Land Reforms Officer granted conversion in respect of the land contained in the said R.S. Dag Nos.516, 517, 518, 519, 530, 532, 533, 534, 535, 536, 537, 538, 539, 540 and 541 forming part of the said Larger Property to "Housing Complex" on 27.05.2015.
- V. The Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976 pursuant to an application in compliance with Rule 4 (4) of the Building Rules, 1990 of the Kolkata Municipal Corporation has issued a No Objection Certificate dated 26th December, 2016 to the said Orbit Towers Private Limited and South City Projects (Kolkata) Limited inter-alia stating that they do not have any objection if sanction is accorded to the plan by the Kolkata Municipal Corporation for construction of a building at the said Property and that the said Orbit Towers Private Limited and South City Projects (Kolkata) Limited do not appear to hold any land in excess of the ceiling limit prescribed under the provisions of the said Act of 1976 against the said Property.
- W. Plan for construction of a building complex at the said Property was sanctioned by the Kolkata Municipal Corporation (hereinafter referred to as "the said Sanction Plan") in the name of the said Orbit Towers Private Limited and South City Projects (Kolkata) Limited.

- X. For various reasons, the said South City Projects (Kolkata) Limited decided and agreed to sell to the said Orbit Towers Private Limited its undivided one half part or share of and in the said Larger Property containing an aggregate area of 15 Bighas 16 Cottahs 06 Chittacks 38 Square Feet more or less together with like share of and in all building dwelling houses out houses quarters sheds and structures thereon and together with the benefits of the said sanction Plan and all permissions and clearances obtained and/or pending in connection with the said Sanction Plan and relating to development of its undivided one half part or share of and in the said Larger Property free from all encumbrances with right to hold possession of entirety of the said Property absolutely at and for a total consideration of Rs.30,00,00,000/= (Rupees thirty crores) only and Orbit Towers Private Limited agreed to purchase the same as aforesaid at the said consideration in the name of itself and/or its nominee or Nominees, to which the said South City Projects (Kolkata) Limited has agreed.
- Y. In exercise of its rights, the said Orbit Towers Private Limited irrevocably nominated Sugam Griha Nirmaan Ltd., Goodluck Infradevelopers Pvt. Ltd. and Super Diamond Nirman Pvt. Ltd. to the said South City Projects (Kolkata) Limited in its place and stead and requested the said South City Projects (Kolkata) Limited to convey its undivided one half part or share of and in the said Larger Property together with the benefits of the said Sanction plan and all permissions and clearances obtained and/or pending in connection with the said Sanction plan and relating to development of the its undivided one half part or share of and in the said Larger Property free from all encumbrances, directly in favour of the said Sugam Griha Nirmaan Ltd., Goodluck Infradevelopers Pvt. Ltd. and Super Diamond Nirman Pvt. Ltd. in the following proportion at and for the same consideration of Rs. 30,00,00,000/- (Rupees thirty crores) only payable by the said Sugam Griha Nirman Ltd., Goodluck Infradevelopers Pvt. Ltd. and Super Diamond Nirman Pvt. Ltd. to the said South City Projects (Kolkata) Limited as follows:

Sl.	Name of Purchaser	Share conveyed	Consideration (RS.)
(i)	Sugam Griha Nirmaan Ltd.	Undivided 1/4 th (25%)	15,00,00,000/=
(ii)	Goodluck Infradevelopers Pvt. Ltd.	Undivided 1/8 th (12.50%)	7,50,00,000/=
(iii)	Super Diamond Nirman Pvt. Ltd.	Undivided 1/8 th (12.50%)	7,50,00,000/=
TOTAL:			30,00,00,000/=

- Z. Accordingly by an Indenture of Conveyance dated 24th November, 2017 made between the said South City Projects (Kolkata) Limited, therein referred to as the Vendor and the said Sugam Griha Nirmaan Ltd., Goodluck Infradevelopers Pvt. Ltd. and Super Diamond Nirman Pvt. Ltd. therein referred to as the Purchasers respectively and said Orbit Towers Private Limited therein referred to as the Confirming Party and registered in the office of District Sub- Registrar-II, Alipore, South 24 Parganas and recorded in Book No.I, Volume No.1602 Pages 325112 to 325164 Being No.10743 for the year 2017, the said South City Projects (Kolkata) Limited for the consideration mentioned therein sold transferred, granted and conveyed its undivided one half part or share of and in the said Property unto and to the said Sugam Griha Nirmaan Ltd., Goodluck Infradevelopers Pvt. Ltd. and Super Diamond Nirman Pvt. Ltd. as per the hare mentioned hereinabove, absolutely and forever;
- AA. In the events aforesaid the said Orbit Towers Private Limited, Sugam Griha Nirman Ltd., Goodluck Infradevelopers Pvt. Ltd. and Super Diamond Nirman Pvt. Ltd. (being the

Owners herein) became the owners of the said Larger Property, absolutely and forever in the following undivided shares:

i)	Orbit Towers Private Limited	50%
ii)	Sugam Griha Nirmaan Ltd.	25%
iii)	Goodluck Infradevelopers Pvt. Ltd.	12.50%
iv)	Super Diamond Nirman Pvt. Ltd.	12.50%
TOTAL:		100%

- BB. By the Development Agreement dated _____ and registered with _____ in Book _____ Volume No. _____ Pages _____ to _____ Being No. _____ for the year _____, the Owners herein granted exclusive right of development of the said Larger Property to the said Sugam Diamond Abasan LLP for mutual benefit and consideration and on the terms and conditions mentioned therein.
- CC. Subsequently, pursuant to the said Development Agreement, a Power of Attorney dated 26th December 2017 was executed by the said Owners in favour of Sugam Diamond Abasan LLP and its Partners (1) Mr. Suhel Saraf and (2) Mr. Shreyans Kajaria for doing acts deeds and things as therein mentioned, and the same was registered in District Sub- Registrar-II, Alipore, South 24 Parganas and recorded in Book No.I, Volume No.1602-2017 Pages 368387 to 368418 Being No.160211987 for the year 2017.
- DD. A portion of the said Larger Property measuring 359.7 Sq.Mts. equivalent to 5 Cottahs 6 Chittacks more or less has been gifted to The Kolkata Municipal Corporation by a Deed of Gift dated 26th June, 2015, registered in the Office of the District Sub Registrar II, Alipore, South 24 Parganas, in Book No.I, Volume No.1602-2015, Pages 34440 to 34458, Being No.160206572 for the year 2015.
- EE. After such gift as aforesaid, the Owners are now the owners of the municipal premises No.88A Basanta Lal Saha Road (popularly known as B.L. Saha Road), Kolkata 700053, having a land area of 15 Bighas 11 Cottahs 00 Chittacks 36.55 Square Feet more or less.
- FF. The Owners duly mutated their names in the records of the Kolkata Municipal Corporation vide Mutation Case No. 116/20-JUL-18/50746 dated 20-07-20 and the Owners jointly assessed to Municipal Tax through Assessee No. 411160307280.
- GG. The Kolkata Municipal Corporation sanctioned the building plans for construction of six blocks namely A-1, A-2, A-3, A-4 , B-1 and B-2 vide Building permit no 2017130170 dated 01/12/2017 as modified on 3rd December, 2019.
- HH. The owners and the Promoter have also extended the time period for completion of the whole project by _____ months/years.
- II. The Kolkata Municipal Corporation sanctioned the revised building plan for construction of Block A1 and Block-A2 of Phase-II of the project vide Building Permit no 2023130121 dated 11.9.2023

PART-X
SPECIFICATIONS
(Specifications of construction of the Said Unit)

Walls	:	Putty finish on walls.
Flooring	:	Vitrified tiles in the bed rooms, living/dining room.
Kitchen	:	Granite counter top. Stainless steel sink. Ceramic tiles dado up to 2 feet above the kitchen counter. Flooring: Anti skid Ceramic tiles, Exhaust Point
Toilet	:	Flooring : Anti skid Ceramic Tiles. Ceramic tiles on the walls. Electrical point for Geyser & Exhaust fan plumbing provision for hot / cold water line
Doors	:	Main door :- Polished solid cove flush doors Door Frames : - Made of wood Main door Fittings : - Reputed make with night latch and eyepiece. Internal Doors : - Laminated flush doors with stainless steel fittings Branded hardware fittings and locks of reputed make.
Windows	:	Fully glazed anodized / power coated aluminum UPVC windows.
Sanitary ware	:	Sanitary ware of reputed make. Chromium plated fittings of reputed make
Electricals	:	Concealed copper wiring of reputed brands. Intercom / EPABX with connections to each individual unit. DTH/Cable TV cabling in the living room and all bedrooms. Modular switches of reputed make, telephone and Internet Wiring in living or dining area.
Generator	:	Provision for standby supply in every Unit (at extra cost.)
Security Features & Fire Fighting	:	Video door phone in each unit, Intercom facility in each unit.
Air-conditioning	:	Single/Dual VRV/ VRF AC systems

**SCHEDULE 'B' -
FLOOR PLAN OF THE APARTMENT**

SCHEDULE 'C'
PART-I
TOTAL PRICE

The Total Price payable by the Allottee to the Promoter as per the particulars mentioned in Clause 1.2 above shall be a sum of Rs. _____ (Rupees _____). The same shall be subject to variations as per the Explanation to Clause 1.2 above.

Part-II
PAYMENT PLAN

- A. The Total Price excluding the Other Costs and Deposits and Taxes amounting to Rs. _____ shall be paid by the Allottee to the Promoter in installments as follows:

Sl. No.	Particulars	%	Amount in Rs. P.**
1.	On Application		
2.	Before execution of this Agreement (less the application money)	10%	
3.	Within 7 days of signing of this Agreement	10%	
4.	Within 7 days from the commencement of Piling of Designated Block	7.50%	
5.	Within 7 days from the date of commencement of Basement of the Designated Block	7.50%	
6.	Within 7 days from the date of commencement of Second Floor of the Designated Block	7.50%	
7.	Within 7 days from the date of commencement of Fifth Floor of the Designated Block	7.50%	
8.	Within 7 days from the date of commencement of Thirteenth Floor of the Designated Block	7.50%	
9.	Within 7 days from the date of commencement of Twenty-first Floor of the Designated Block	7.50%	
10.	Within 7 days from the date of commencement of Roof casting of the Designated Block	7.50%	
11.	Within 7 days from the date of commencement of flooring of the Unit	10%	
12.	Within 7 days from the date of commencement of installations of windows of the Unit	10%	
13.	Within 15 days on Notice of Possession	5%	
	** plus applicable Taxes		

- B. The Taxes on the amounts payable as per para A above shall be payable at applicable rates alongwith the relevant amounts.

C. The Other Costs with applicable Taxes shall be paid by the Allottee to the Promoter in terms hereinabove.

D. The Deposits shall be paid by the Allottee to the Promoter in terms of hereinabove.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED :

Allottee: ()

(1) Signature _____
Name: _____
Address: _____

(2) Signature _____
Name: _____
Address: _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:
Promoter:

Signature _____
Name: _____
Address: _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:
Owners:

Signature _____
Name: _____
Address: _____

At _____ on _____ in the presence of:

WITNESSES :

1. Signature _____

Name _____
Address _____

2. Signature _____
Name _____
Address _____

DATED THIS ____ DAY OF ____ 2023

BETWEEN

SUGAM DIAMOND ABASANLLP

...PROMOTER

AND

....ALLOTTEE

AND

SUGAM GRIHA NIRMAAN LTD & ORS.

....OWNERS

AGREEMENT

**(Unit No. _____ Block
_____)**

DSP LAW ASSOCIATES

Advocates

4D, NICCO HOUSE

1B, HARE STREET,

KOLKATA-700001