

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“Agreement”) executed on this _____
day of _____, 202_

BY AND BETWEEN

1) SRI SITALA PRASAD JAISWAL, (INCOME TAX PAN ACSPJ1265C), (AADHAAR NO. 3030 5938 4374) aged about 65 years **and 2) SRI KALI PRASAD JAISWAL alias JAYSWAL, (INCOME TAX PAN ACUPJ4826F), (AADHAAR NO. 2280 9954 3780),** aged about 63 years, both sons of Late Ram Prasad alias Ram Prasad Jaiswal, both by faith Hindu, by nationality Indian, by occupation business and both at present residing at Premises No. 123, Block BE, Salt Lake City, Sector I, Police Station Bidhannagar (North), Post Office Bidhannagar CC Block, Kolkata – 700 064, hereinafter collectively referred to as the **'OWNERS'**, (which term or expression shall unless excluded by or repugnant or contrary to the subject or context mean and include and be deemed to mean and include their respective legal heirs, executors, successors, administrators, legal and personal representatives and assigns) of the **FIRST PART**

AND

M/S GEETA GANESH PROMOTERS PRIVATE LIMITED, (INCOME TAX PAN AABCG0173A), (formerly known as Geeta Ganesh Promoters Limited), a company incorporated and registered under the Companies Act, 1956 and governed by the Companies Act, 2013 bearing registration number U70101WB1988PTC044979, having its registered office situated at 'Prasad House', **Premises No. 16, Sudder Street, Police Station New Market and Post Office Park Street, Kolkata – 700 016,** represented by one of its Directors, **being the Authorized Signatory,** _____, **(INCOME TAX PAN), (AADHAAR NO.),** son of _____, by faith Hindu, by nationality Indian, by occupation _____ and at present residing at _____ Police Station, Post Office - _____, Kolkata – _____, West Bengal, India (hereinafter referred to as the **'PROMOTER'**, (which term or expression shall unless excluded by or repugnant or contrary to the subject or context mean and include and be deemed to mean and include its successors, successors in office, successors in interest and assigns) of the **SECOND PART**

AND

[If the Allottee is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the **'ALLOTTEE'** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the **THIRD PART**.

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the **'ALLOTTEE'** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **THIRD PART**.

[OR]

[If the Allottee is an Individual]

_____, son of _____ (**INCOME TAX PAN** _____), (**AADHAAR NO.** _____), by faith Hindu, by nationality Indian, by occupation business and at present residing at _____, hereinafter referred to as he **'ALLOTTEE'** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees), of the **THIRD PART**

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____, aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the **'ALLOTTEE'** (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**.

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

Unless, in this Agreement, there be something contrary or repugnant to the subject or context, the terms/expressions mentioned in **Annexure 'A'** hereto shall have the meaning assigned to them as therein mentioned.

W H E R E A S:

A. The Owners are the absolute lawful owners of **ALL THAT** land with structure **TOGETHER WITH** the piece or parcel of land or ground thereunto belonging or on part

whereof the same is erected and built containing by estimation an area of 1 (One) Bigha 9 (Nine) Cottahs and 8 (Eight) Chittacks, be the same a little more or less, being Premises No. 17, Shakespeare Sarani (formerly known as Theatre Road), Block No. 19, Police Station - Shakespeare Sarani, Kolkata – 700 071, Ward No. 63, within the limits of Kolkata Municipal Corporation and butted and bounded in the manner following that is to say: **On the North:** Partly by Premises No. 7, Harrington Street and partly by Premises No. 6, Harrington Street; **On the East:** By Premises No. 4/1, Camac Street and partly by Premises Nos. 19A and 19B, Shakespeare Sarani; **On the West:** By premises No. 15, Shakespeare Sarani, Kolkata and **On the South:** By Shakespeare Sarani, within the limits of the Kolkata Municipal Corporation, Assessee No. 110634800098, (hereinafter collectively referred to as the **“SAID PREMISES”**), as more fully and particularly mentioned and described in the **SCHEDULE A (PART-I)** hereunder written. Devolution of title of the Owners to the said Premises is set out in the **SCHEDULE F** hereunder written.

B. The Owners herein being desirous of having the said Premises to be developed by the Promoter and to get the property tenant free executed several agreements with the Developer first unregistered agreement dated 14.06.2004 thereafter another unregistered Supplementary Agreement dated 18.01.2006 and finally for the purpose of constructing a building project consisting of basement plus ground plus nine floors, on a part or portion thereof, have, by and under a Development Agreement dated 4th May, 2017 and registered in the office of the Additional Registrar of Assurances - II, Kolkata, in Book - I, Volume number 1902-2017, Page from 42747 to 42840, being No. 190201332 for the year 2017, (hereinafter referred to as the **“SAID DEVELOPMENT AGREEMENT”**), granted the exclusive right of development of the said Premises unto and in favour of the Promoter herein, at or for the consideration and on the terms, conditions, covenants, rights, obligations, stipulations and restrictions, as are contained and recorded in the said Development Agreement.

C. The said Premises is earmarked for the purpose of building a Commercial Project (as hereinafter defined) and shall be known as **‘PLATINA’**.

D. The Owners and the Promoter are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owners and the Promoter regarding the said Premises on which the Project to be constructed has been completed.

E. The Kolkata Municipal Corporation had initially granted permission to construct vide an approved plan dated 01.10.2012 bearing Sanction no. 2012070212 which was extended further for a period of 5 years vide Order dated 04.05.2018 and the same got expired on 30.09.2022. Further vide letter dated 09.09.2020 an application under section 394 of the Kolkata Municipal Corporation Act, 1980 Rule 26(2a) and 2(b) read with Rule 69A(c) of the Kolkata Municipal Building Rules, 2009 was made for addition and alternation of Plan of B+G+9 storied business building and thereafter a fresh plan was sanctioned from the Kolkata Municipal Corporation vide Sanction No. 2021070152 dated 03.03.2022 in MBC meeting No. 588 dated 18.11.2021.

F. The Promoter has obtained the sanctioned plan for the Project from the Kolkata Municipal Corporation and other concerned authorities as mentioned in the Definition No. xxii (being the definition of Plan) herein below. The Promoter agrees that it shall not make any changes to these plans except in strict compliance with section 14 of the Act and other laws as applicable and save to the extent as mentioned in the Definition No. xxii (being the definition of Plan) herein below. The Notice of Commencement under the Kolkata Municipal Corporation Building Rules, 2009, was submitted vide letter dated 3rd July, 2018 by the Architect of the Project intimating the date of commencement as on 3rd July, 2018.

G. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata on _____ under registration no. _____.

H. The Allottee had applied for a Unit in the Project vide application dated _____, 2023 for allotment of the **said Unit** (as hereinafter defined), as more fully and particularly mentioned and described in the **SCHEDULE A (PART II)** hereunder written, and also herein below:

All That the **Unit being Retail / Office Unit bearing No.** _____ containing a **Carpet Area** of _____ **Square Feet** [**Built-up Area** whereof being _____ **Square Feet**] more or less on the _____ **floor** of the Building at the Project at the said Premises and described in the **Schedule A (PART I)** hereinabove written which is inclusive of pro rata share in the Common Areas and Installations] and shown in the **Plan** annexed hereto, duly bordered thereon in **“Red” Along With** an exclusive right to use car parking space/s being No. _____ for _____ (_____) **motor car/s**, located on the Ground Floor / Basement of the Said Premises.

I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

J. (a) The Allottee/s has examined and got himself/itself/themselves fully satisfied about the title of the Owners and the Promoter to the said Premises and all legal incidents and matters in relation thereto and/or affecting the same, including those hereinbefore recited and also hereinafter stated, and has accepted the same to be free from all encumbrances whatsoever and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.

(b) The Allottee/s has also inspected the Building Plan presently sanctioned by the concerned authorities and agrees and covenants not to raise any objection with regard thereto. The Allottee agrees and consents to the fact that in case additional constructions are sanctioned by the concerned authorities, then the Promoter shall be entitled to construct and deal with, to which the Allottee hereby consents and shall not raise any objection with regard thereto, including with regard to the fact that owing to construction of such additional areas, the occupants of such additional areas/constructions shall be entitled to proportionate ownership and common use of the Common Areas and Installations and the proportionate undivided share of the Allottee in the Common Areas and Installations, shall be and/or is likely to stand reduced. The Allottee also consents and confirms that the Promoter shall be at liberty to have the plan to be modified and/or altered from time to time.

K. 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.

L. 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.

M. 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/s hereby agree/s to purchase the said Unit as specified in para H above and more fully described in the **SCHEDULE A and B** hereunder written.

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/s and the Allottee/s hereby agree/s to purchase, the Unit as specified in para H and morefully described in the **SCHEDULE A and B** hereunder written;

1.2 The Total Price for the Unit based on the carpet area is **Rs.** _____/- (**Rupees** _____) only ("Total Price") as also mentioned in **Part - I** of the **SCHEDULE C** hereunder written, break up whereof is as follows:

Head	Price
(i) Unit No. _____, Floor _____; Carpet Area _____ Sq. ft.; Built-up Area _____ Sq. ft;	Rs. _____/-
Add : GST	Rs. _____/-
Total Price:	Rs. _____/-

Explanation:

- (i)** The Total Price above includes the booking amount paid by the Allottee to the Promoter (if space booked out of Promoter's Allocation)/ Owner (if space booked out of Owner's Allocation) towards the Unit and shall be made in accordance with the payment schedule as also mentioned in **Part - II** of the **SCHEDULE C** as well as hereinbelow;
- (ii)** In addition to the Total Price aforesaid, the Allottee shall, before the Date of Possession/Date of Commencement of Liability or the date of demand by the Promoter, whichever be earlier, also pay the following charges:
- (a) Maintenance Deposit** – The Allottee shall pay Rs. 163/- per sq. ft. on carpet area and the same shall be refundable in nature. The Promoter shall transfer the maintenance deposit as advanced by the Allottees to the Association of Allottees as and when the same is formed subject to clause 11.
- (b) Sinking Fund** – The Allottee shall pay Rs. 82/- per sq. ft. on carpet area and the same shall be used for meeting any expenditure of capital nature related to the commercial project. The Promoter shall transfer the sinking fund as corpus fund to the Association of Allottees as and when the same is formed by the Allottees.
- (c) DG & Transformer Charges** – The Allottee shall pay Rs. 380/- per sq. ft. on carpet area along with GST as applicable to the Promoter.
- (d) Formation of Association of Allottees** – The Allottee shall pay Rs. 25,000/- (Rupees Twenty Five Thousand) only per unit to the Promoter.

PAYMENT SCHEDULE

Sl. No.	Particulars	Percentage of Total Consideration
1.	On Booking	5%
2.	On Execution & Registration of Agreement for Sale	5%
3.	On Completion of Roof Casting	70%
4.	On Completion of Façade	10%
5.	On Possession Notice for Fit-out	10%

Note:

(i) All amounts payable above will be inclusive of applicable GST and other statutory charges payable from time to time.

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which are presently levied, in connection with the construction of the Project payable by the Promoter by whatever name called) up to the date of handing over the possession of the Unit to the Allottee and the project to the Association of Allottees or the competent authority, as the case may be, after obtaining the completion certificate;

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

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

(iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) and (ii) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Unit includes recovery of price of land (proportionate share), construction of [not only the Unit but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with POP, tiles, doors, windows, fire detection and firefighting equipment in the common areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit and the Project.

1.2.1 TDS: If applicable, the tax deduction at source (TDS) under the Income Tax laws shall 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 30 (Thirty) 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.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the schedule date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in the **Schedule C** hereunder written ("**Payment Plan**").

1.5 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described in **Part - I** and **Part - II** of the **Schedule C** hereunder written (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Unit or Project, as the case may be without the previous written consent of the Allottee as per the provisions of the Act save and except unexploited/ unused FAR for sanction of additional space as may be utilized as

Exclusive Reserve Right. Provided that the Promoter may (without being obliged) make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.6 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy/completion certificate (as applicable) is granted by the competent authority (KMC), by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Unit, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in 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.

1.7 Subject to Clause 9.3 the Promoter agrees and acknowledges that the Allottee shall have the right to the Unit as mentioned below:

(i) The Allottee shall have exclusive ownership of the Unit;

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff, Promoter and all persons permitted by the Promoter etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas of the Project to the Association of Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;

(iii) That the computation of the price of the Unit includes recovery of price of land (proportionate share), construction of [not only the Unit but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with POP, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing all other facilities, amenities and specifications to be as provided within the Unit and the Project.

(iv) The Allottee has the right to visit the project site to assess the extent of development of the Project and his Unit, as the case may be, with prior written intimation and appointment.

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

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

1.9 The Promoter agrees to pay all outgoings before transferring the physical possession of the Unit to the Allottees, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project and within the scope of the Promoter). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liabilities, mortgage loan and interest thereon (which are within the scope of the Promoter) before transferring the Unit to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charge, 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.

1.10 The Allottee has paid a sum of **Rs.** _____/- (**Rupees** _____) only as booking amount/earnest money being part payment towards the total Price of the Unit at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Unit as prescribed in the Payment Plan (**Schedule C**) as may be demanded by the Promoter within the time and in the manner specified therein;

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

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, 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/Banker's Cheque or online payment (as applicable) in favour of "**Geeta Ganesh Promoters Private Limited**", payable at **Kolkata**.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Rules and Regulations made there under or any statutory amendments (s)/ modification (s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which

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

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter 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 of the said Unit 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 THE PAYMENTS:

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

5. TIME IS ESSENCE:

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the construction/time schedule for completing the Project and handing over of the Unit to the Allottee and the common areas to the Association of the Allottees or the competent authority, after receiving the occupancy certificate or the completion

certificate or both, as the case may be subject to the execution of the deed of the conveyance by the Allottees. 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 **SCHEDULE C** ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/UNIT:

The Allottee has seen the proposed plan, specifications, amenities and facilities of the Unit and accepted the Payment Plan, floor plans, and the specifications, amenities

and facilities which have been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Municipal Laws and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act and/or for the benefit of the Allottee(s) and/or as elsewhere stated in this Agreement, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE UNIT:

7.1 Schedule for possession of the said Unit: The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee and the common areas to the Association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter, based on approved plans and specifications, assures to hand over possession of the Unit along with ready and complete common areas with all specifications, amenities and facilities of the Project in place within 31st March, 2027, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the 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 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 occupancy certificate or completion certificate (which may be partial), whichever be applicable, from the competent authority shall offer in writing the possession of the Unit, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Unit to the Allottee. 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/Association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 90 (ninety) days of receiving the occupancy certificate of the Project.

7.3 Failure of Allottee to take Possession of Unit: Upon receiving a written intimation from the Promoter as stated in Cl. 7.2, the Allottee shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Unit to the Allottee. In case the Allottee fails to take possession within 15 (fifteen) days from the date of notice of possession of the said Unit after fulfilling all his liabilities and obligations or the date of expiry of the period specified in the notice in writing by the Developer to the Allottee to take possession of the said Unit irrespective of whether the Allottee takes actual physical possession of the said Unit or not, such Allottee shall continue to be liable to pay maintenance charges and all other outgoings whichever be earlier. Maintenance and other outgoings/ charges shall commence after 15 days from the date of issue of the notice of the possession irrespective of whether possession is taken or not.

7.4 Possession by the Allottee - After obtaining the occupancy/completion certificate (as applicable) and handing over physical possession of all the Units to the allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including 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/her allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount, with applicable taxes. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 days of such cancellation.

7.6 Compensation

The Promoter and the Owner shall compensate the Allottee in case of any loss caused to him/her due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for

interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 (forty five) days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over the possession of the Unit.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter and the Owner hereby represents and warrants to the Allottee as follows:

(i) The Promoter and Owner has clean and marketable title with respect of the said Premises. The Promoter has requisite rights to carry out development upon the said Premises and absolute, actual, physical and legal possession of the said Premises for the Project.

(ii) The Promoter and Owner has lawful rights and requisite approvals from the competent authorities to carry out development of the Project.

(iii) There are no encumbrances upon the said Premises or the Project. However, for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the Promoter may create mortgage and/or charge on the said Premises or any part thereof, and the Allottee hereby consents to the same **Provided However that** at the time of execution of the Deed of Conveyance/transfer in terms hereof, the Promoter assures to have the said Unit released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoter.

(iv) There are no litigations pending before any Court of law or authority with respect to the said Premises, Project or the Unit till the date of handing over the Project or the Unit.

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Premises and Unit are valid and subsisting and have been obtained

by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Premises, Building and Units and common areas.

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee intended to be created herein, may prejudicially be affected.

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Premises, including the Project and the said Unit which will, in any manner, affect the rights of Allottee under this Agreement.

(viii) The Promoter/Owner confirms that the Promoter/ Owner is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement.

(ix) At the time of execution of the Conveyance Deed the Promoter/ Owner shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee and the common areas to the Association of the Allottees or the competent authority, as the case may be.

(x) The said Premises is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Premises.

(xi) The Promoter and Owner has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the occupancy/completion certificate has been issued and possession of Unit or Project, as the case may be, along with, common areas (equipped with all the specification, amenities and facilities) has been handed over to the Allottee and the Association of Allottees or the competent authority, as the case may be.

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Premises and/or the Project.

(xiii) The property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

(i) Promoter fails to provide ready to move in possession of the Unit to the Allottee within the time period specified in para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the authority. For the purpose of this para, 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

(i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payment, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Unit, along with interest at the rate prescribed in the Rules within forty five days of receiving the termination notice;

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Unit, which shall be paid by the Promoter to the Allottee within forty five days of it becoming due.

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

(i) In case the Allottee fails to make payments for demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard

the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules.

(ii) In case of Default by the Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Unit in favour of the Allottee and refund the money paid to the Promoter by the Allottee after deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID UNIT:

The Promoter on receipt of total Price of the Unit as per para 1.2 under the Agreement from the Allottee and other amounts elsewhere herein mentioned, shall execute a Conveyance Deed and convey the title of the Unit together with proportionate indivisible share in the common areas within 3 (three) months from the date of issuance of the occupancy certificate or the completion certificate, as the case may be, to the Allottee. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the Conveyance Deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall solely be responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 as well as registration and statutory fees/ charges including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

Provided that, in the absence of local law, the Conveyance Deed in favour of the Allottee shall be carried out by the Promoter within 3 (three) months from the date of issue of occupancy certificate/completion certificate. However, the Promoter may require execution of the Sale Deed in favour of the Allottee simultaneously with the delivery of possession of the Unit to the Allottee and the Promoter shall not be obliged to deliver possession of the Unit to the Allottee unless the Allottee executes and/or is ready and willing to execute the Deed of Conveyance simultaneously with such delivery of possession. All liabilities owing to such non-registration shall be to the account of the Allottee and the Allottee shall indemnify and keep the Promoter saved harmless and indemnified of from and against all losses damages costs claims demands suffered or incurred to likely to be suffered or incurred by the Promoter.

11. MAINTENANCE OF THE SAID BUILDING/UNIT/PROJECT:

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 the allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Unit.

To facilitate the above services, the Promoter shall decide and charge Common Area Maintenance (CAM) from the Allottees along with GST charges, as applicable and elaborated in **SCHEDULE D**. The Allottee shall be bound to pay such Common Area Maintenance charge within 7 (seven) days from day of raising invoice and from the succeeding day from the date of the notice of intimation of the final possession. In the event any Allottee defaults in making payment of monthly CAM charges raised by the Promoter within the due date, the Promoter shall be entitled to meet such defaulted payment by adjusting from the respective maintenance deposits paid by such Allottee. The terms conditions covenants restrictions etc., pertaining to use and enjoyment of the Common Areas and Installations of the Project are contained in **Annexure '2'** hereto and all the Allottees of Units/Units shall be bound and obliged to comply with the same.

12. DEFECT LIABILITY:

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

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

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

14. RIGHT TO ENTER THE UNIT FOR REPAIRS:

The Promoter/maintenance agency/Association of Allottees shall have rights of unrestricted access of 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 Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE:

Use of Basement and Service Areas: The basement and service areas, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment's 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 Association of Allottees formed by the Allottees for rendering maintenance services.

16. COMPLIANCE WITH RESPECT TO THE UNIT:

16.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to 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 Building, or the Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit, and keep the Unit, 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/they/it would not put any signboard/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, building therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Allottee shall not store any hazardous or combustible goods in the Unit 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 Unit. In the event of failure on the part of the Allottee to adhere to any of the above, the Allottee shall be liable to pay to the Promoter a penalty of such amount as decided by the Promoter on case to case basis.

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 the 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 PARTIES:

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

18. ADDITIONAL CONSTRUCTIONS:

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

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

However, for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the Promoter may already have created mortgage and/or charge on the said Premises and shall be at liberty to create further mortgages and/or charges in respect of the said Premises or any part thereof, and the Allottee hereby consents to the same **Provided However that** at the time of execution of the Deed of Conveyance/transfer in terms hereof, the Promoter assures to have the said Unit released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoter.

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

The Promoter has assured the Allottee that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972 (if applicable). The Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. BINDING EFFECT:

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

22. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit/building, as the case may be.

23. RIGHT TO AMEND:

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Unit and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Unit, in case of a transfer, as the said obligations go along with the Unit 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 by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

26. SEVERABILITY:

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

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

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

28. FURTHER ASSURANCES:

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

29. PLACE OF EXECUTION:

The execution of this Agreement shall be complete 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 and 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 concerned Registrar/Additional Registrar as applicable. Hence this Agreement shall be deemed to have been executed at the place mentioned hereinafter.

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 at their respective addresses as specified below:

_____ name of allottee

_____ (Allottee Address)

M/s Geeta Ganesh Promoters Private Limited

16, Sudder Street, Kolkata – 700016

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

31. JOINT ALLOTTEES:

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

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION AND JURISDICTION:

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

Further, if the dispute persists the same shall be settled in accordance with the Act and Rules before the High Court at Calcutta having original jurisdiction and only the courts situated within the Original Jurisdiction of Calcutta High Court as this Agreement is executed within the original jurisdiction of the Calcutta High Court.

34. ALIENATION:

34.1 Before taking actual physical possession of the said Unit in terms of this Agreement and execution and registration of the Sale Deed to be executed in pursuance hereof, the Allottee shall be permitted to deal with, let out, encumber, transfer or alienate the said Unit or his rights under this Agreement only with the consent in writing of the Promoter **Provided That** the Allottee shall be liable for payment to the Promoter of a fee/charge as may be decided and/or made applicable from time to time by the Promoter for such transfer or alienation and subject to fulfilment of all terms and conditions contained herein.

34.2 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/assignment/transfer and be subject to the above conditions.

34.3 Transfer of the said Unit after the Promoter has executed/caused to be executed the Deed of Conveyance of the said Unit in favour of the Allottee shall not be governed by this clause.

35. OTHER PROVISIONS:

35.1 The Allottee shall not cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of or in the Said Premises or other parts of the said Premises (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee of the said Unit) nor do anything whereby the construction or development of the said Building or the said Premises or the sale or transfer of the other Units in the Said Premises is in any way interrupted or hindered or impeded with and if due to any act matter or deed of the Allottee, the Promoter is restrained from construction of the Said Premises and/or transferring and disposing of the other units in the Said Premises or the said Premises then and in that event without prejudice to such other rights the Promoter may have, the Allottee shall be liable to compensate and also indemnify the Promoter for all pre-determined losses damages costs claims expenses dues charges demands actions and proceedings suffered or incurred by the Promoter.

35.2 The Allottee shall not nor be entitled to ask, demand or seek delivery of possession of the said Unit so long the Allottee has not paid, in full, the consideration and other amounts and deposits agreed to be paid herein or is in default in performing any of his obligations and covenants herein contained.

35.3 Save the said Unit, the Allottee shall have no nor shall claim any right whatsoever or howsoever over and in respect of the other Units and spaces, or constructed areas or other parking spaces or other parking rights at the said Premises or the Building thereat.

- 35.4** The Allottee shall within 3 (three) months of completion and execution and registration of Deed of Conveyance apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of concerned authorities.
- 35.5** The Promoter shall have the right to grant to any person the exclusive right to park/use motor cars and/or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the at the said Premises and also the covered spaces in the Building (including the parking spaces but not the one expressly provided for to the Allottee under this Agreement) in such manner as the Promoter shall in its absolute discretion think fit and proper.
- 35.6** Save the said Unit the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or parking spaces at the said Premises and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter in its absolute discretion shall think fit and proper and the Allottee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter exclusively.
- 35.7** Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter shall be exclusively entitled to and shall have the exclusive right to install its own glow sign/signage without any fee or charge and also to install and/or permit any person to install Towers, V-Sat, Dish or other Antennas or installations of any nature on the roofs for the time being of the Building or any of them or any part thereof on such terms and conditions as the Promoter may in its sole discretion think fit and proper without any objection or hindrance from the Allottee, and the Allottee hereby consents to the same.
- 35.8** The Allottee shall have no connection whatsoever with the allottees/buyers of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee and the other Allottees (either express or implied) and the Allottee shall be responsible to the Promoter for fulfillment of the Allottee's obligations and the Allottee's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby.
- 35.9** The properties and rights hereby agreed to be sold to the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Promoter in writing. It is further agreed and clarified that any transfer of the said Unit by the Allottee shall not be in any

manner inconsistent herewith and the covenants herein contained shall run with the land.

35.10 If at any time hereafter there be imposition of any new or enhancement in any tax or levy or betterment fees or development charges or levies under any statute rules and regulations on the said Premises and/or the Building as a whole and/or the said Unit or on the transfer thereof, the same shall be borne and paid by the Allottee proportionately or wholly as the case may be within 7 (seven) days of a demand being made by the Promoter without raising any objection thereto.

35.11 The Promoter may create mortgage and/or charge on the said Premises and shall be at liberty to create further mortgages and/or charges in respect of the said Premises or any part thereof and the Allottee hereby consents to the same. At the time of execution of the Deed of Conveyance/transfer in terms hereof, the Promoter, as applicable, assures to have the said Unit released from any such mortgage and/or charge with the intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoter.

35.12 For the purpose of facilitating the payment of the consideration, the Allottee shall be entitled to apply for and obtain financial assistance from recognized banks and/or financial institutions. In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank and/or financial institution, the Promoter shall be entitled and is hereby authorised by the Allottee to act in accordance with the instructions of the bank and/or financial institution in terms of the agreement between the Allottee and the Bank and/or financial institution **SUBJECT HOWEVER TO** the Promoter being assured of all amounts being receivable for sale and transfer of the said Unit and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee/s from such bank and/or financial institution. Further, in case the Allottee desires to transfer the said Unit, then the Allottee shall at his own costs be obliged to bring/obtain the requisite NOC from the concerned financing Bank/Financial Institution/Lender.

35.13 In case upon completion of construction of the said Unit the Built Up Area thereof varies then the amounts payable hereunder by the Allottee to the Promoter towards consideration money, deposits and/or otherwise (wherever such deposits and other amounts are payable on the basis of the Built Up Area comprised in the said Unit) shall also vary at the rates specified herein and otherwise proportionately.

35.14 The Promoter shall not entertain any request for modification in the internal layouts of the units. In case the Allottee/s desire/s (with prior permission of the

Promoter) to install some different installations/ fittings/ floorings in his/her/its own unit, the Allottee/s shall not be entitled to any deduction in the value of the subject Unit. For the purpose of carrying out personal **fit-outs**, in only those cases

where the Allottee/s has/have made full payment towards the subject Unit in accordance with the payment structure, the Promoter shall at its discretion provide such FIT-OUT PERMISSION, allowing access to the Allottee (subject to full payment completion) prior to the Possession Date for the purpose of interior decoration and/ or furnishing works at the sole cost, risk and responsibility of such Allottee/s. However, such access shall be availed in accordance with such instructions of the Promoter in writing and such right of access may be withdrawn by the Promoter at any time without assigning any reasons.

35.15 This Agreement contains the entire agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Agreement be terminated or waived except by written consent by both parties. The Allottee acknowledges upon signing of this Agreement that no agreements, conditions, stipulations, representations, guarantees or warranties have been made by the Promoter or its agents, servants or employees other than what is specifically set forth herein.

35.16 Any delay or indulgence by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee shall not be construed as waiver of any breach or non-compliance by the Allottee nor shall the same in any way or manner prejudice the rights to the Promoter.

35.17 The Project/Building/s at the said Premises shall bear the name **“PLATINA”** unless changed by the Promoter from time to time in its absolute discretion.

35.18 The paragraph headings do not form a part of the Agreement and have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation thereof.

IN WITNESS WHEREOF 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 OWNERS:

SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER:

SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE:

WITNESSES TO ALL THE ABOVE:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

Drafted by:

SCHEDULES**SCHEDULE A****PART - I****(SAID PREMISES)**

ALL THAT the land with structure **TOGETHER WITH** the piece or parcel of land or ground thereunto belonging or on part whereof the same is erected and built containing by estimation an area of 1 (one) bigha 9 (nine) cottahs and 8 (eight) chittacks, be the same a little more or less, being premises No. 17, Shakespeare Sarani (formerly known as Theatre Road), Block No. 19, Police Station Shakespeare Sarani, Kolkata - 700 071, Ward No. 63 within the limits of Kolkata Municipal Corporation, Assessee No. 110634800098 and is shown in the plan annexed hereto, duly bordered thereon in **"Yellow"** and marked as **Annexure - 1** & butted and bounded in the manner following that is to say:

ON THE NORTH: Partly by premises No. 7, Harrington Street and partly by premises No. 6, Harrington Street;

ON THE EAST: By premises No. 4/1, Camac Street and partly by premises Nos. 19A and 19B, Shakespeare Sarani;

ON THE WEST: By premises No. 15, Shakespeare Sarani, Kolkata and

ON THE SOUTH: By Shakespeare Sarani

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

SCHEDULE A:**PART-II****(UNIT)**

ALL THAT the **Unit being Retail / Office Unit bearing No. _____** containing a **Carpet Area** of _____ **Square Feet** [**Built-up Area** whereof being _____ **Square Feet**] more or less on the _____ **floor** of the Building at the Project at the said Premises and described in the **First Schedule** hereinabove written]

With an exclusive right to use car parking space being No. _____ for _____ (**_____**) **motor car/s**, located on the Ground Floor/Basement of the said building, **PLATINA**, lying & situated at Premises No. 17, Shakespeare Sarani (formerly known as Theatre Road), P.O - Middleton Row, P.S - Shakespeare Sarani, Kolkata - 700071, Ward No. 63 of Kolkata Municipal Corporation, hereinafter referred to as the Retail Space Unit/ Office Space Unit, more particularly described in Schedule _____, and the floor plan of the respective unit is shown in the plan annexed hereto, duly bordered thereon in **"Red"** and marked as Annexure - 1.

SCHEDULE B**(Floor Plan of the Unit)****SCHEDULE C****PART - I****(Consideration)**

The **Consideration** payable by the Allottee to the Promoter for sale of the said Unit shall be as follows:-

Head	Price
(i) Unit No. _____, Floor, Carpet Area _____ Sq. ft.; Built-up Area _____ Sq. ft; plus right to park car/s;	Rs. _____/-
Add : GST	Rs. _____/-
Less : Discount	Rs. _____/-
Total Price:	Rs. _____/-

(Rupees _____ Only)

Note: GST and discount are based on current rate of GST. In case of any variation therein, the consideration amount shall also undergo change.

PART - II**(Installments/Payment Plan)**

The amount mentioned in **PART - I** of this **SCHEDULE** hereinabove shall be paid by the Allottee to the Promoter by cheques/Pay Orders/Demand Drafts drawn in the name of **"GEETA GANESH PROMOTERS PRIVATE LIMITED"** or by online payment (as applicable) as follows:

PAYMENT SCHEDULE:

Sl. No.	Particulars	Percentage of Total Consideration
1	On Booking	5%
2	On Execution & Registration of Agreement for Sale	5%
3	On Completion of Roof Casting	70%
4	On Completion of Façade	10%

5	On Possession Notice for Fit-out	10%
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Note:

All amounts payable above will be inclusive of applicable GST and other statutory charges payable from time to time.

Additions:

In addition to the Total Price aforesaid, the Allottee shall, before the Date of Possession/Date of Commencement of Liability or the date of demand by the Promoter, whichever be earlier, also pay the following charges:

- (i) **Maintenance Deposit** – The Allottee shall pay Rs. 163/- per sq. ft. on carpet area and the same shall be refundable in nature. The Promoter shall transfer the maintenance deposit as advanced by the Allottees to the Association of Allottees as and when the same is formed subject to clause 11.
- (ii) **Sinking Fund** – The Allottee shall pay Rs. 82/- per sq. ft. on carpet area and the same shall be used for meeting any expenditure of capital nature related to the commercial project. The Promoter shall transfer the sinking fund as corpus fund to the Association of Allottees as and when the same is formed by the Allottees.
- (iii) **DG & Transformer Charges** – The Allottee shall pay Rs. 380/- per sq. ft. on carpet area along with GST as applicable to the Promoter.
- (iv) **Formation of Maintenance Company/Association of Allottees** – The Allottee shall pay Rs. 25,000/- (Rupees Twenty Five Thousand) only per unit.

SCHEDULE D:**PART - I****(Common Areas and Installations)****1. Area/Purpose:**

(a) Open and/or covered paths and passages; (b) Lobbies and staircases; (c) Access to the Terrace of the New Building subject to exception reservation and rights hereunder; (d) Stair Head Room, Lift Well; (e) Boundary Walls and main gates of the New Building.

2. Water and plumbing:

(a) Water reservoirs; (b) Water tanks; (c) Water pipes (save those inside any Unit); (d) Deep Tube well, if any, water distribution pipes from such overhead water tank connecting to the different units of the building.

3. Electrical installations:

(a) Wiring and accessories for lighting of Common Areas; (b) Electrical installations relating to meter for receiving electricity from CESC Ltd., (c) Pump and motor; (d) Lift and lift machinery.

4. Drains:

(a) Drains, sewers and pipes; (b) Drainage connection with KMC, water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building.

5. Others:

Other Common Areas and installations and/or equipments as are provided in the New Building from time to time specify to form part of the common use and enjoyment.

Electrical installations and the accessories and wirings in respect of the Building Complex.

- Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tanks of Buildings.
- Municipal Water supply or Deep tube well for water supply.
- Water waste and sewerage evacuation pipes and drains from the buildings to the municipal drains.
- One DG Set, its panels, accessories and wirings and space for installation of the same.
- Intercom with CCTV.

PART - II

(Specifications of construction of the Said Unit)

FOUNDATION

Building shall be built on Foundation resting on RCC Bore Piles or as recommended by structural engineer based on soil experts report and RCC Frame structure for Basement + Ground + Nine stories building as per standard specification.

DOORS

Openable Entrance Toughened Glass Doors.

WINDOWS

All windows will be of Aluminium with glass panels.

TOILETS / POWDER ROOM

Flush Doors, Flooring in Toilet will be of Tiles and Walls to be fitted with Ceramic Tiles. All the piping and plumbing of ISI quality shall be in concealed system.

Ceramic Tiles (Anti-Skid) with door height from floor level including skirting, washbasin and Indian/W.C. with cistern. All the fittings will be of C.P. brass of ISI mark.

WATER

24 hours uninterrupted continuous water supply from Corporation/boring water will be provided in the building.

INTERNAL FINISH

High quality plaster of paris finish on cementing plaster. Interior – Smooth putty finished walls & furnished common spaces.

EXTERIOR FINISH

Good exterior with proper elevation as suggested by the Architect. Partial Glass Façade with Unique Design Perforated Sheet Finishing.

ELECTRICAL PROVISION

Providing electrical power source through meter.

LIFT

Automatic lifts of OTIS make shall be provided.

TANK

Water reservoir to the overhead tank with good quality pipe and fittings.

ENTRANCE LOBBY

Exquisite well designed lobby, flooring Tiles/Marble, and sufficient provision for plantation.

TERRACE

Water proof treatment on terrace.

INTERCOM

Provision of Intercom facility.

STAIR

Race Tiles flooring and M.S Railing / S.S Railing.

AIR CONDITION

Provision of AC Ledge outside the Façade.

GENERATORS

Common Generator providing for supply of power back up which will be supplied during CESC power failure and for lighting the common service areas. DG Power supply.

FIRE FIGHTING

Fire Fighting arrangements as required by the West Bengal Fire Services.

FLOORING

Well-furnished ground floor entrance lobby. Vitrified Tiles in Office/retail spaces and anti-skid ceramic tiles in powder rooms/toilets.

SCHEDULE E:**(Common Expenses)**

1. **Association/Society:** Establishment and all other capital and operational expenses of the Association/Society.
2. **Common Utility:** All charges and deposits for supplies of common utilities.
3. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.
4. **Fire Fighting:** Cost of operating the fire-fighting equipments and personnel, if any.
5. **Insurance:** All expenses for insuring the New Building and/or the Common Portions, inter-alia, against earthquake, fire, mob violence, damages, civil commotion etc.
6. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
7. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions, including the exterior or interior (but not inside any Unit) walls of the New Building.

- 8. Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including lifts, pumps and other common installations including, their license fees, taxes and other levies (if any) and the lights of the Common Areas.
- 9. Rates and Taxes:** Municipal Tax, Multistoried Building Tax, Water Tax and other levies in respect of the New Building Save those separately assessed on the Allottee(s).
- 10. Reserves:** Creation of fund for replacement, renovation and other periodic expenses.
- 11. Staff:** The salaries of all other expenses on the staff to be employed for the Common Purposes, viz. manager, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

**SCHEDULE F:
(Devolution of Title)**

- A.** By and under a Deed of Conveyance dated 30th September, 1943 made between Kumar Bhabani Prasad Garg, thereafter referred to as the Vendor of the One Part and Janki Ram Shaw, thereafter referred to as the Purchaser of the Other Part and registered at the office of the Registrar of Assurances, Calcutta in Book No. I, Volume No. 78, Pages 206 to 211, Being No. 2948, for the year 1943, the said Kumar Bhabani Prasad Garg for the consideration therein mentioned absolutely sold assigned and transferred **ALL THAT** the said premises to the Purchaser.
- B.** A Suit was filed by the said Ram Prasad alias Ram Prasad Jaiswal being Suit No. 1400 of 1949 (Ram Prasad –Versus- Janki Ram & Ors.) before the Hon'ble High Court, Calcutta inter alia for partition, declaration of the joint family parties, for dissolution of the said joint family, discovery, appointment of Receiver, etc.
- C.** By a consent decree dated 14th March, 1951 passed in the said Suit, the said premises inter alia, was allotted to the said Ram Prasad alias Ram Prasad Jaiswal being the plaintiff in the said suit on partition of the properties of the joint family of the said Janki Ram Shaw.
- D.** The said Ram Prasad alias Ram Prasad Jaiswal while thus being seized and possessed of, inter alia, the said premises, died on 5th September, 1978 after having made and published his last Will and Testament dated 28th May, 1960 whereby and where under the said deceased devised and bequeathed all his properties including the said premises being premises No. 17, Shakespeare Sarani, Kolkata – 700 071 formerly known as Theatre Road in the town of Calcutta to his two sons Sitala Prasad

Jaiswal and Kali Prasad Jaiswal being the Owners herein in equal shares absolutely and forever and appointed his wife Smt. Ram Dulari Debi as the Executrix of his estate.

E. The said Smt. Ram Dulari Debi, being the Executrix to the said Last Will and Testament of the said Ram Prasad alias Ram Prasad Jaiswal, since deceased filed an application being No. 65 of 1980, in the Hon'ble High Court, Calcutta, for grant of the Probate of the last Will and Testament of the said Ram Prasad alias Ram Prasad Jaiswal, since deceased.

F. On 13th May, 1980, Probate of the said Last Will and Testament of Ram Prasad alias Ram Prasad Jaiswal was granted under the Seal of the Hon'ble High Court, Calcutta to the said Smt. Ram Dulari Debi and accordingly formal Deed of Consent was then executed and registered by the said Executrix Smt. Ram Dulari Debi in favour of the Owners herein.

G. The Owners thus jointly and collectively became the absolute lawful owners, lawfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said premises.

H. The Owners herein being desirous of having the said Premises to be developed by the Promoter and to get the property tenant free executed several agreements with the Developer first unregistered agreement dated 14.06.2004 thereafter another unregistered Supplementary Agreement dated 18.01.2006 and finally for the purpose of constructing a building project consisting of basement plus ground plus nine floors, on a part or portion thereof, have, by and under a Development Agreement dated 4th May, 2017 and registered in the office of the Additional Registrar of Assurances - II, Kolkata, in Book - I, Volume number 1902-2017, Page from 42747 to 42840, being No. 190201332 for the year 2017, (hereinafter referred to as the **"SAID DEVELOPMENT AGREEMENT"**), granted the exclusive right of development of the said Premises unto and in favour of the Promoter herein, at or for the consideration and on the terms, conditions, covenants, rights, obligations, stipulations and restrictions, as are contained and recorded in the said Development Agreement.

I. Pursuant thereto the Owners had also executed a Registered Power of Attorney in favour of the directors of the Developers namely Sri Gopal Prasad and Sri Rameswar Prasad both sons of late Ganesh Prasad, (GGPL now GGPPL) which was executed on 19th March, 2008, and the same was registered in the office of the Additional Registrar of Assurances - III, Kolkata, in Book No. IV, Volume No. x, Pages x to x, being No. 1612, for the year 2008.

Unless, in these presents, there be something contrary or repugnant to the subject or context:

- i) **ACT** shall mean the Real Estate (Regulation and Development) Act, 2016.
- ii) **RULES** shall mean The West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016.
- iii) **REGULATIONS** shall mean the Regulations made under the Real Estate (Regulation and Development) Act, 2016.
- iv) **SECTION** shall mean a section of the Act.
- v) **SAID PREMISES** shall mean **ALL THAT** the land with structure **TOGETHER WITH** the piece or parcel of land or ground thereunto belonging or on part whereof the same is erected and built containing by estimation an area of 1 (one) bigha 9 (nine) cottahs and 8 (eight) chittacks, be the same a little more or less, being premises No. 17, Shakespeare Sarani (formerly known as Theatre Road), Block No. 19, Ward No. 63, Police Station Shakespeare Sarani, Kolkata – 700 071, within the limits of Kolkata Municipal Corporation and butted and bounded in the manner following that is to say: **On the North:** Partly by premises No. 7, Harrington Street and partly by premises No. 6, Harrington Street; **On the East:** By premises No. 4/1, Camac Street and partly by premises Nos. 19A and 19B, Shakespeare Sarani; **On the West:** By premises No. 15, Shakespeare Sarani, Kolkata and **On the South:** By Shakespeare Sarani, within the limits of the Kolkata Municipal Corporation, Kolkata Municipal Corporation Assessee No. 110634800098, as more fully and particularly mentioned and described in the **SCHEDULE A (PART I)**.
- vi) **PROJECT/BUILDING AND/OR NEW BUILDING** shall mean the New Building/Project named "**PLATINA**" constructed at the said Premises containing several independent and self-contained Units, parking spaces and other constructed areas.
- vii) **ALLOTTEES/UNIT-HOLDERS** according to the context shall mean the persons who for the time being have purchased or agreed to purchase from the Promoter any Unit in the Building and have taken possession thereof (including the Promoter for those Units and other constructed spaces not alienated by it and/or reserved and/or retained by it for its own exclusive use).

viii) **COMMON AREAS AND INSTALLATIONS** shall mean the areas installations and facilities in the Said Premises as mentioned and specified in **PART - I** of the **SCHEDULE D** hereunder written and expressed or intended by the Promoter for exclusive use and enjoyment by the occupants of the Said Premises.

It is clarified that the Common Areas and Installations shall not include the parking spaces and other open and covered spaces at the said Premises and the Building which the Promoter may from time to time express or intend not to be so included in the common areas and installations and the Promoter shall be entitled to deal with and/or dispose of the same in its absolute discretion, to which the Allottee hereby consents.

ix) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the Common Areas and Installations and rendition of common services in common to the Allottees of the Said Premises and all other expenses for the common purposes (including those mentioned in the **SCHEDULE E** to these presents) to be contributed and shared by the Allottees.

x) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeeping and administering the Common Areas and Installations, rendition of services in common to the Unit Holders/Allottees in the Said Premises for the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Unit Holders and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.

xi) **UNITS** shall mean the independent and self-contained Units and/or other constructed areas (capable of being independently and exclusively used and enjoyed) in the Building at the said Premises belonging to Owner's/ Promoter's allocation and wherever the context so permits or intends shall include Parking Space/s and/or other properties benefits and rights, if any, attached to the respective Units.

xii) **PARKING SPACES** shall mean spaces in or portions of the said Premises at the ground/basement level of the said Premises as expressed or intended or exclusive right to use for parking of motor cars and other vehicles given at the sole discretion of the Promoter to the Allottees. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and clarified that any allotment of parking shall for intents and purposes mean the exclusive right to use motor cars or other vehicles as may be

specified. It is also clarified that in case any parking be a stack car parking, then Allottees

of both the stack parking shall allow each other to park his/her/its motor car and for that shall do all acts as be necessary (including to remove/shift his/her motor car from time to time as be required). Stack car park will be allocated to single owner only.

xiii) **CARPET AREA** according to the context shall mean the net usable floor area of any Unit, excluding the area covered by external walls, areas under service shafts (if any), but includes the area covered by the internal partition walls of the Unit.

xiv) **BUILT-UP AREA** according to the context shall mean and include the plinth area of any unit in the Building (including the area of the balconies/terraces therein and/or attached thereto and also including the thickness of the external and internal walls thereof and columns therein **PROVIDED THAT** if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such Unit).

xv) **PROPORTIONATE OR PROPORTIONATELY** according to the context shall mean the proportion in which the Built Up area of the said Unit may bear to the Built Up area of all the Units in the Said Premises.

PROVIDED THAT where it refers to the share of the Allottee or any Allottee in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit).

xvi) **SAID UNIT** shall mean the Unit No. _____ on the _____ **floor**, belonging to Owner's/ Promoter's allocation of the Building constructed at the said Premises, as more fully and particularly mentioned and described in the **SCHEDULE A (PART II)** hereunder written with fittings and fixtures to be provided therein by the Promoter as mentioned in **PART - II** of the **SCHEDULE D** to these presents **and wherever the context so permits** shall include the Allottee's proportionate undivided indivisible impartible variable share in the Common Areas and Installations **and further wherever the context so permits** shall include an exclusive right to use parking space for parking one or more motor car/s in or portion of the parking space, if so specifically and as expressly mentioned and described

in the within stated **SCHEDULE A (PART II) and further wherever the context so permits** shall include the exclusive right to use the Open Private Terrace attached to the said Unit if so specifically and as expressly mentioned and described in the within stated **SCHEDULE A (PART II)**.

- xvii) **MAINTENANCE COMPANY/ASSOCIATION** shall mean any Company incorporated under any provisions of the Companies Act, 1956 or any Association or any Syndicate Committee or Registered Society or any other Association of Persons of the Allottees, that may be formed by the Promoter for the common purposes having such rules regulations bye-laws and restrictions as be deemed proper and necessary by the Promoter in its absolute discretion.
- xviii) **MAINTENANCE IN-CHARGE** shall upon formation of the Maintenance Company and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Maintenance Company and till such time the Maintenance Company is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter.
- xix) **DEEMED DATE OF POSSESSION/DATE OF COMMENCEMENT OF LIABILITY** shall mean the date on which the Allottee takes actual physical possession of the said Unit after fulfilling all his liabilities and obligations in terms of the clause 7 hereinbefore or the date of expiry of the period specified in the notice by the Promoter to the Allottee to take possession of the said Unit in terms of the said clause 7 irrespective of whether the Allottee takes actual physical possession of the said Unit or not, whichever be earlier.
- xx) **ARCHITECTS** shall mean Mr. Subir Kumar Basu or such other Architects as may be appointed by the Promoter from time to time for the Building.
- xxi) **ADVOCATE** shall mean such Advocate or Advocates whom the Promoter may appoint, from time to time, as the Advocates for the Project.
- xxii) **PLAN** shall mean the plan for the time being sanctioned by the Kolkata Municipal Corporation initially Kolkata Municipal Corporation has granted permission to construct vide an approved plan dated 01.10.2012 bearing Sanction no. 2012070212 which was extended further for a period of 5 years vide Order dated 04.05.2018 and the same got expired on 30.09.2022. Further an application under section 394 of the Kolkata Municipal Corporation Act, 1980 Rule 26(2a) and 2(b) read with Rule 69A(c) of the Kolkata Municipal Building Rules, 2009 was made for additional and alternation of Plan of B+G+9 storied business building and thereafter a fresh plan was sanctioned from the Kolkata Municipal Corporation vide

Sanction No. 2021070152 dated 03.03.2022 in MBC meeting No. 588 dated 18.11.2021 for construction of the Building at the said Premises and shall include sanctionable modifications thereof and/or alterations thereto as may be made from time to time by the Promoter. It is clarified that in case additional constructions are sanctioned by the concerned authorities, then the Promoter shall be entitled to construct and deal with the same, to which the Allottee hereby consents.

- xxiii) **EXCLUSIVE RESERVE RIGHT** – The roof shall be utilized for common purposes SAVE AND EXCEPT the promoter/developer has an exclusive reserve right over the roof of the newly constructed building to the extent of unexploited/unused FAR for which obtaining additional/alternative plan for further construction thereon may be acquired by the Developer and the Purchasers shall not have any objection or claim for the same and no consent is required for the same;
- xxiv) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- xxv) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; Similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.
- xxvi) The expression **ALLOTTEE** shall be deemed to mean and include:
- (a) In case the Allottee be an individual or a group of persons, then his or her or their respective heirs legal representatives executors and administrators;
 - (b) In case the Allottee be a Hindu Undivided Family, then its members for the time being their respective heirs legal representatives executors and administrators;
 - (c) In case the Allottee be a partnership firm or an LLP, then its partners for the time being their respective heirs legal representatives executors administrators;
 - (d) In case the Allottee be a company, then its successors or successors-in-office.

MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:

1. As a matter of necessity, the ownership and enjoyment of the units by Allottees shall be consistent with the rights and interest of all the other Allottees and in using and enjoying their respective units and the Common Areas and Installations, each of the Allottees (including the Allottee) shall be bound and obliged:
 - (a) to co-operate with the Maintenance In-charge in the management and maintenance of the said Premises and the common purposes.
 - (b) to observe fulfill and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said Premises and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Maintenance Company, as the case may be.
 - (c) to allow the Maintenance In-charge and their authorised representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Building 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 their units within seven days of giving of a notice in writing by the Maintenance In-charge thereabout **Provided That** in case of emergencies/exigencies, no such notice shall be required to be given.
 - (d) to use the parking space/s, if any granted and/or agreed to be granted only for the purpose of parking of motor car/s.
 - (e) not to use the ultimate roof of the Building or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.
 - (f) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities.
 - (g) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the said Premises free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things therein or thereat or in any other common areas of the said Premises.
 - (h) not to claim any right whatsoever or howsoever over any unit or portion in the said Premises save their units.
 - (i) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Building save a letter-box at the place in the ground floor as be expressly approved or provided by the Promoter and decent

nameplates outside the main gates of their units. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his Unit.

- (j) 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 said Premises or may cause any increase in the premia payable in respect thereof.
- (k) not to alter the outer elevation of the Building or any part thereof nor decorate the exterior of the Building or the said Premises 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.
- (l) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof, staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Building nor allow or permit any other person to do so.
- (m) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Building.
- (n) To keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the Building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Building and not to do or cause to be done anything in or around their respective units 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 their respective units. In particular and without prejudice to the generality to the foregoing, the Allottees shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (o) not to let out transfer or part with the possession of the parking right, if any agreed to be allotted and/or granted to them independent of the Units agreed to be sold to them nor vice versa, with the only exception being that they shall be entitled to let out transfer or part with possession of their parking spaces independent of their Units/commercial spaces to any other Allottee of Unit in the Building and none else.
- (p) In the event any Allottee has been allotted any right of use for parking motor car or other vehicle within the said Premises, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
 - (i) The Allottee shall use such Parking Space only for the purpose of parking of his own motor car and for no other purpose whatsoever save the exclusive right to park one motor car thereat;

- (ii) The Allottee shall not be entitled to sell transfer or assign such parking space or his right of parking car at such Parking Space or allow or permit any one to park car or other vehicle at such Parking Space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his Unit, to any person;
 - (iii) The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls/barricades etc. of any nature whatsoever;
 - (iv) The Allottee shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or passages within the said Premises or any other portion of the said Premises save at the allotted Parking Space;
 - (v) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Maintenance Company with regard to the user and maintenance of the parking spaces in the said building and the said Premises;
 - (vi) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter with regard thereto;
 - (vii) The Allottee shall not raise any objection with regard to the allotment of the parking space to either the Promoter or any other Allottee;
 - (viii) The Promoter and/or the Maintenance Company shall, under no circumstances whatsoever, be held responsible and/or liable for any loss or damage that may be caused to any vehicle/car of any Allottee.
- (q) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through their units.
- (r) not to slaughter or kill any animal in any area (including common areas/parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
- (s) not be entitled to nor permitted to make any structural changes/modifications to their respective units or any part thereof Provided That internal finishing work may be carried out by the Allottees in a lawful manner.
- (t) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations

and amenities at the said Premises including those under the West Bengal Fire Service Act and rules made there under and shall indemnify and keep the Promoter saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on their part.

- (u) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made there under) of the Government, Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, CESC Limited, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the said Premises and to make such additions and alterations in or about or relating to their respective units and/or the Building as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Promoter in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter and the Maintenance In-charge and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on the part of the Allottees.
- (v) to apply for and obtain at their own costs separate apportionment/assessment and mutation of their respective units, within 90 (ninety) days from the date of notice of possession or registration of Deed of Conveyance whichever is earlier, in the records of the Kolkata Municipal Corporation.
- (w) not to fix or install air conditioners in their respective Units 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 pay to the Promoter penalty charges as decided by the Promoter on case-to-case basis of such Allottee's Unit and shall also forthwith remove the air conditioner/s. Further, before installation, the Allottees shall also get the layout plan of the air conditioner/s to be installed in their respective Units approved by the Promoter and shall further ensure that all water discharged by the split air conditioning units is drained within their respective Units. All the network cabling and extra cabling works such as AC pipeline, satellite box and internet connection shall go only through the designated routes in the respective Units.

- (x) not to close or permit the closing of verandahs, lounges, balconies, lobbies or the common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the Unit which in the opinion of the Promoter or the Maintenance Company differs from the colour scheme of the building or deviation of which in the opinion of the Promoter or the Maintenance Company may affect the elevation in respect of the exterior walls of the building and if so done by any Allottee, such Allottee shall be liable to pay to the Promoter, liquidated damages assessed as decided by the Promoter on case-to-case basis of such Allottee's Unit. Such Allottee shall also be liable to reimburse to the Promoter and/or the Maintenance Company, the actual costs, charges and expenses plus 50% (fifty percent) of such actual costs, charges and expenses, for restoring the concerned Unit to its original state and condition, for and on behalf of and as the agent of such Allottee.
- (y) not to make in the Unit any structural addition or alteration and/or cause damage to beams, columns, partition walls etc. and in case of default the defaulting Allottee shall be liable to pay to the Promoter penalty/charges as decided by the Promoter on case-to-case basis of the concerned Unit.
- (z) to bear and pay and discharge exclusively the following expenses and outgoings:-
- i) Municipal rates and taxes and water tax, if any, assessed on or in respect of their respective units directly to the Kolkata Municipal Corporation Provided That so long as their respective units are not assessed separately for the purpose of such rates and taxes, each Allottee shall pay and/or deposit in the Suspense Account of the Kolkata Municipal Corporation proportionate share of all such rates and taxes assessed on the said Premises or pay the same to Promoter, as be intimated by the Promoter from time to time from the date of receipt of completion certificate of the said Project from the Competent Authority;
 - ii) All other taxes land revenue impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of their respective units or the Building or the said Premises as a whole and whether demanded from or payable by the Allottees or the Promoter and the same shall be paid by the Allottees wholly in case the same relates to their respective units and proportionately in case the same relates to the Building or the said Premises as a whole.
 - iii) Electricity charges for electricity consumed in or relating to their respective units and until a separate electric meters are obtained by the Allottees for their respective units, the Promoter and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the Allottees shall pay electricity charges to the Maintenance In-charge based

on the reading shown in the sub-meter provided for their respective units at the rate at which the Maintenance In-charge shall be liable to pay the same to CESC Limited..

- iv) Charges for enjoying and/or availing excess power (i.e. in excess of that agreed under their respective Unit Sale Agreements) from the common Generator installed/to be installed and the same shall be payable to the Maintenance In-charge And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for their respective units, wholly and if in common with the other Allottees, proportionately to the Promoter or the appropriate authorities as the case may be.
 - v) Proportionate share of all Common Expenses (including those mentioned in the **Schedule E** to these presents) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottees shall pay to the Maintenance In-charge, a minimum of maintenance charges per month as decided by the Promoter on case-to-case basis of respective units. The said minimum rate 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 and the general escalation in the market rates of such services.
 - vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottees in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by CESC Ltd. from its consumers for the delay payment of its bills).
- (aa) to observe such other covenants as be deemed reasonable by the Promoter and/or the Maintenance Company from time to time for the common purposes.
2. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7th day of the month for which the same shall be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Maintenance In-charge. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon the Allottee, in case the same is left in the said Unit or in the letterbox earmarked for the said Unit.
 3. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, or in case of any breach by any Allottee such as security lapses, 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 rate of 1.5% per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:

- (i) withhold and stop all other utilities and facilities (including lift, generator etc.) to the Allottee and his family members, servants, visitors, guests, tenants, licensees and/or the said Unit;
- (ii) to demand and directly realise rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the said Unit;
- (iii) to display the name of the Allottee as a defaulter on the notice board of the Building/s.

4. It is also agreed and clarified that in case any Allottee (not necessarily being the Allottee herein) fails to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or other amounts, or in case of any breach by any Allottee such as security lapses, and as a result there be disconnection/discontinuity of services etc., then the Allottee shall not hold the Promoter or the Maintenance In-charge responsible for the same in any manner whatsoever.

MEMO OF CONSIDERATION

RECEIVED from the within named Allottee/s the sum of **Rs.** _____ **/- (Rupees**
 _____ **Only)** through A/c Payee Cheque/Demand Draft/Online
 Payment being part payment of the agreed total Consideration in respect of **Unit being**
Retail / Office Unit bearing No. _____ containing a **Carpet Area** of _____ **Square**
Feet [Built-up Area whereof being _____ **Square Feet]** more or less on the _____
floor of the Building in “Platina” situated at Premises No. 17, Shakespeare Sarani
 (formerly known as Theatre Road), Post Office – Middleton Street, Police Station –
 Shakespeare Sarani, Kolkata – 700 071, West Bengal, India as mentioned here in the
 Said Agreement.

The details of the payment mentioned herein below:-

Cheque No.	Instrument Date	BANK	Branch	In favour of	Amounts (Rs.)
TOTAL AMOUNT RECEIVED					

(Rupees _____ Only)

WITNESS:

WITNESS:

DATED THIS _____ DAY OF _____, 2023

BETWEEN

SRI SITALA PRASAD JAISWAL & ANR.

...OWNERS

AND

**M/S GEETA GANESH PROMOTERS PRIVATE
LIMITED**

...PROMOTER

AND

...ALLOTTEE

AGREEMENT FOR SALE

(Unit No. _____ on the _____ **Floor** in the
Building of the Project "**PLATINA**")

Advocate