

AGREEMENT FOR SALE

This Agreement for Sale (Agreement) executed on this _____ (date) day of _____(Month), 2022 (year).

By and Between

BHAIRAMAL GOPIRAM PROPERTIES LLP a Limited Liability Partnership within the meaning of the Limited Liability Partnership Act, 2008 having its registered office at 10/C, Ho Chi Minh Sarani, Post Office Middleton Street, Police Station Shakespeare Sarani Kolkata 700071, having PAN: AAOFB9080B represented by its Designated Partner Mr. Vikash Musaddi son of Late Shri Vijay Kumar Musaddi of 10/C, Ho Chi Minh Sarani, Post Office Middleton Street, Police Station Shakespeare Sarani, Kolkata 700071, having PAN AFCEM7475E (Aadhaar No. 7702 1780 0190); hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns) of the **First Part;**

AND

_____ son/wife/daughter of _____ (having Aadhaar No.____, PAN Number____), by Nationality Indian, aged about years residing at____, Post Office -____, Police Station - _____, District _____, Pincode - _____ hereinafter referred to as "the **Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include____ heirs executors administrators and legal representatives and/or assigns) of the **Second Part;**

AND

(1) MANOJ MODI son of Late Shree Krishna Modi having PAN AESPM2798D (Aadhaar No.3574 8939 5638 and **(2) SANJAY MODI** son of Late Shree Krishna Modi having PAN AFGPM1192Q (Aadhaar No.6311 3221 2837), both residing at 8A, Alipore Road, Post Office and Police Station Alipore, Kolkata-700027, represented by their Constituted Attorney Bhairamal Gopiram Properties LLP having its registered office at 10/C, Ho Chi Minh Sarani, Post Office Middleton Street, Police Station Shakespeare Sarani Kolkata 700071, having PAN: AAOFB9080B through its Designated Partner Mr. Vikash Musaddi son of Shri Vijay Kumar Musaddi of 10/C, Ho Chi Minh Sarani, Post Office Middleton Street, Police Station Shakespeare Sarani, Kolkata 700071, having PAN AFCEM7475E (Aadhaar No. 7702 1780 0190); hereinafter referred to as the "**Owners**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs executors administrators legal representatives and/or assigns);

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

WHEREAS:

- A. The Owners are the full and lawful owners of lands admeasuring 2 Bighas 18 Cottah 10 Chittack be the same a little more or less situate lying at and being Premises No. 13, Canal Street, Police Station Entally, Kolkata – 700014, within Ward No. 55 of the Kolkata Municipal Corporation described in **Part-1 of Schedule A ("Entire Land")** vide sale deed(s) and other chain of title as mentioned in **Part-9 of Schedule A** hereto. The Promoter has entered into a joint development agreement dated 14th July 2018 and registered with District Sub-Registrar- III South 24 Parganas

in Book I Volume No. 1603-2018 Pages 92380 to 92444 Being No. 160302920 for the year 2018 with the Owners herein in respect of the Entire Land.

- B. The Entire Land is earmarked for the purpose of constructing, inter alia, two building blocks as per the Building Plan sanctioned by Kolkata Municipal Corporation vide Building Sanction No. 2019060039 dated 5th December 2019 as being modified by including additional green building sanction for which application has already been made and awaits sanction ("**Building Sanction Plan**" which expression shall include the approval of modification already applied and also future modifications, integrations, vertical/horizontal extensions, revalidations and revisions made thereto, if any, from time to time by Kolkata Municipal Corporation and other concerned authorities) as follows:-
- (i) The Block 1 is identified for rehabilitation of the Tenants. There were several persons occupying several premises at the Project Land and pursuant to agreements with them, a majority of them vacated their respective occupied portions and rehabilitated in the Block 1 with an earmarked portion of adjoining spaces appurtenant to Block 1 which is morefully described in **Part-2 of Schedule A** hereto ("**Block 1 Area**").
 - (ii) The Block 2 now comprises of a Basement plus Ground plus 11 storeyed Building having 2 wings numbered 'N' (having one flat on the first floor, two flats on the second floor and three flats on each floor from third floor onwards) and 'S' (having one flat on the first floor, two flats on the second floor and three flats on each floor from third floor onwards) with separate staircase and lifts in each wing as per the said Building Sanction Plan ("**Designated Block**", which expression shall include modifications or alterations if so and as may be sanctioned in future). The Designated Block with an earmarked portion of adjoining and/or connected spaces appurtenant to the Designated Block is morefully described in **Part-3 of Schedule A** hereto ("**Project Land**, which expression shall include modifications or alterations if so and as may be made by the Promoter in future).
- B1 The Promoter already substantially constructed the Block 1 and shifted the Tenants therein and commenced construction of the Block 2.
- B2 The Project Land is earmarked for building a residential project comprising multistoried apartment building being the Designated Block and shall be known as '**La Convent**' ("**Project**").
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Project Land on which Project is to be constructed have been completed.
- D. Notice of commencement of construction at the Entire Land under the Kolkata Municipal Corporation Building Rules 2009 was submitted by the Architect vide letter dated 18th December, 2019.
- E. The Promoter has obtained the sanction plan vide Building Sanction No. 2019060039 dated 5th December 2019 from Kolkata Municipal Corporation and the same is being modified by including additional green building sanction as mentioned above and the building sanction plan is also for

the apartment. The Promoter agrees and undertakes that it shall not make any changes to these layout plans insofar as the same relates to the Buildings or any of them in the Project except as elsewhere herein contained and/or in strict compliance with section 14 of the Real Estate (Regulation and Development) Act, 2016 ("**Act**") and other laws as applicable;

- F. The Promoter intends to register the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the appropriate authority upon the commencement of functioning of the department.
- G. The Allottee had applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted apartment no. _____ ("**Unit**") having carpet area of _____ square feet, on a portion of _____ floor of Wing No. _____ ("**Designated Wing**") of the Designated Block along with right of _____ Covered/Open car parking in the _____, as permissible under the applicable law ("**Parking Facility**") and of pro rata share in the common areas as mentioned in **Section I of Part-6 of SCHEDULE A** hereto and any other areas defined under clause (n) of Section 2 of the Act comprised in the Project ("**Common Areas**"). (The Unit, the Parking Facility, if any and pro rata share of the Common Areas hereinafter collectively referred to as the "**Designated Apartment**" and the Unit is more particularly described in **PART-4 of Schedule A** and the floor plan of the Unit is annexed hereto and marked as **Schedule B** and the Parking Facility (if granted) is mentioned in **PART-5 of Schedule A**. Be it clarified that the term Common Areas insofar as the same refers to the share of the Allottee in the land shall mean the Project Land described in **Part-3 of Schedule A** hereto and pro rata share to be conveyed shall be of the land comprised in the plinth of the Designated Block in which the Designated Apartment be situated;
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I. Additional Disclosures/Details by the Promoter to the Allottee:
- a. In addition to the Land at the Project, the Promoter has, amongst other rights, the rights of development, transfer and administration in respect of the remaining portions of the said Entire Land. Out of the same the construction of the Block 1 is completed;
 - b. In the Project the common open parking spaces have been identified in separate portions. The remaining parking spaces are intended to be allotted to allottees of Units. The parking spaces, as per the current planning are of types open, covered and semi covered and located in the ground floor of the Designated Block, Open Spaces at the Project Land and/or Multilevel Mechanized Parking Systems ("**MCP**"). While MCP will always be a dependent parking, the location of other parking space will determine the dependence/independence of use of the same. A parking facility is dependent if the to and fro movement of the vehicle from the allotted parking space to the driveway is dependent upon moving another parked vehicle.
 - c. For a regulated and disciplined use of the parking spaces, the Promoter has reserved the right to allot parking facility to the interested allottees applying for the same in an

organized manner whereby each allottee shall be allotted, parking facility of the type applied by him in an identified dependent or independent space. Since different kinds of parking spaces have different costing, the Promoter has fixed different costs in respect of the different categories of parking space.

- d. While the allotment to the Allottee hereunder mentions the type of parking facility allotted to the Allottee, the actual location of the parking space to be granted to the Allottee shall be decided by the Promoter from time to time before allotment of parking spaces.
- e. Each of the Block in the Project shall have their own respective common areas, amenities and facilities.
- f. The other disclosures, details and additional terms are mentioned at several places in the Agreement and in the Schedules hereto and are agreed between the parties hereto.
- g. The Allottee accepts and acknowledges all the disclosures, details and additional terms mentioned above and connected thereto and agrees not to raise any objection or dispute with regard thereto. The Allottee accepts upon consideration that none of the aforesaid disclosures, details or terms affect the execution of the Project which is a building complex with its own common areas and amenities and in any event, the Allottee upon understanding the same and the intent and purport thereof doth hereby provide to the Promoter its express consent as required under Section 14 of the Real Estate (Regulation and Development) Act, 2016 and rules and regulations for the time being applicable in West Bengal in respect of all acts, deeds and things done or that may be done by the Promoter in connection with the aforesaid disclosures, details and additional/connected terms.
- J. 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.
- K. 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;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Designated Apartment and the parking (if applicable) as specified in clause G.

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

1. **TERMS:**

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Designated Apartment as specified in clause G above.

The Unit Price (excluding Goods & Service Tax) for the Designated Apartment based on the carpet area is Rs._____.00 (Rupees_____ only) and part of the other costs and Deposits so far computed is Rs. _____.00 (Rupees _____ only) and the Goods and Service Taxes is Rs. _____.00 (Rupees only) aggregating to Rs. _____.00 (Rupees_ only) ("**Total Price**") as per the break up and description below:-

Wing No._____of the Designated Block	Rate of Apartment per square feet. (to be derived from amounts as per carpet area)
Unit No. _____ Type Standard Floor seventh	Rs._____.00
Exclusive balcony or verandah	Included in Total Price above.
Exclusive Open Terrace	Not Applicable
Proportionate Common Area	No Separate Charges
Preferential Location Charges	No Separate Charges
Parking-1 Covered/Open	No Separate Charges
Consolidated Price (in rupees) without Taxes	Rs._____.00 (Rupees_____)
Other Costs and Deposits	As per clause 11.2
Taxes (The Goods and Service Tax and any other applicable tax on the Unit Price and Parking price shall be payable by the Allottee as per prevalent rates)	As per prescribed rates, currently being 5%, amounting to Rs. _____.00 (Rupees_ only)
Taxes (The Goods and Service Tax and any other applicable tax on the other amounts shall be payable by the Allottee	As per prescribed rates, currently being 18%, amounting to Rs.____.00 (Rupees_)

as per prevalent rates)	
Total Price in Rupees	Rs._____.00 (Rupees_____)

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Designated Apartment;
- (ii) The Total Price and Taxes and Other Costs above includes Taxes payable by the Allottee and also include taxes (consisting of tax paid or payable by the Promoter by way of ValueAdded Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may belevied, in connection with the construction of the Project payable by the Promoter) up to the date of handingoverthepossessionoftheUnit to the Allottee and/or date of sale deed in favour of the Allottee.
- Provided that in case there is any change / modification in the Taxes payable by the Allottee, the subsequent amount payable by the Allottee to the promoter shall be increased/reduced based on such change / modification;
- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 days of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv) The Total Price of Designated Apartment includes: 1) pro rata share in the Common Areas; and 2) cost of parking facility, if any, as provided in the Agreement.
- (v) The Total Price and Taxes and Other Costs and Deposits does not include those Other Costs whose amounts are not yet finalized including those mentioned in Clause 11.2.3 hereto and the same shall be payable by the Allottee additionally.

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay ordue 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.

The Allottee(s) shall make the payment as per the payment plan applicable for Down Payment/Installment Payment Plan set out in **PART-III** of **SCHEDULE "C"** ("**Payment Plan**").

The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 9% per annum for the period by which the respective installment has been preponed. The provision, if any agreed, for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

Except as disclosed to the Allottee in this Agreement (including in clause I above), 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 herein in respect of the Unit without the previous written consent of the Allottee.

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

The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after construction of the Designated Wing is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area within the defined limit, then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was found to have been paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement or if no rate is specified then on pro rate basis.

Subject to clause 9 and applicable sub-clauses thereof, the Promoter agrees and acknowledges, the Allottee shall have the right to the Designated Apartment 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 as members of the Association. 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 Owner, Promoter, other co-owners, occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect including the House Rules. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other Costs and Deposits as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act.
- (iii) That the computation of the price of the Designated Apartment includes recovery of price of appertaining land, construction of [not only the Designated Apartment but also proportionately] the Common Areas, internal development charges as per agreed

specifications, external development charges as per agreed specifications (to the extent agreed), cost of providing electric wiring, fire detection and firefighting equipment in the common areas (if applicable) and includes cost for providing initial infrastructure necessary for the facilities, amenities and specifications as provided within the Project;

It is made clear by the Promoter and the Allottee agrees that the Unit along with Parking Facility, if any, shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Project Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee and except as disclosed to the Allottee as per clause 'I' above. It is clarified that Project's facilities and amenities as mentioned in **Section 1 of PART-6 of SCHEDULE A** hereto shall be available only for use and enjoyment of the allottees of the Project. It is also made clear by the Promoter that the Project comprises the Designated Block and connected lands which are demarcated portion of municipal premises No. 13 Canal Street, Kolkata. In the municipal premises No. 13 Canal Street, Kolkata in addition to the said Designated Block another Building has also been sanctioned for construction of another building alongwith adjoining land which has been identified for rehabilitation of the Tenants occupying portions of the whole premises and the same is defined and described as Block 1 Area in the recitals above. While every effort shall be made by the Promoter to keep the Block 1 Area separate from the Project but essential ingress, egress and passage of pipes, conduits, wires and connections of utilities and facilities including water, electricity, drainage, sewerage, digital media etc., shall be common to both the Block 1 Area and the Project. Furthermore, the Promoter shall on best effort basis, but without any compulsory obligation, attempt to construct/put up demarcation wall/fencing with/without gates between the Block 1 Area and the Project Land.

It is understood by the Allottee that all other areas i.e. areas and facilities falling outside the Project, namely the Block 1 Area 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.

The Promoter agrees to pay all outgoing before transferring the physical possession of the Unit and the Parking Facility, if any, to the Allottee, which it has collected from the Allottee, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan (taken by the Promoter) and interest on mortgages, or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Designated Apartment and created by the Promoter. If the Promoter fails to pay all or any of the outgoing collected by it from the Allottee or any liability, mortgage loan (taken by the Promoter) and interest thereon before transferring the Unit and the Parking Facility, if any, to the Allottee, the Promoter agrees to be liable, even after the transfer of the Unit and the Parking Facility, if any, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

The Allottee has paid a sum of Rs. 887840/- (Rupees eight lakhs eighty seven thousand eight hundred forty) only being part payment towards the Total Price of the Designated Apartment until

the time of agreement the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Designated Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by any relevant applicable construction milestones (except in cases of rebate in installments as per clause 1.5), the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable)] in favour of BhairamalGopiram Properties LLP A/C Collectionpayable at Kolkata. The Owners and the Promoter shall apportion their respective shares in the amounts amongst themselves as mutually agreed between them. An intimation forwarded by the Promoter to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof. The issuance of such intimation by email or on any other digital platform at the address, email address or phone of the Allottee shall be sufficient intimation for the purpose of this clause by the Promoter upon the Allottee, and non-receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts.

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

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

The Promoter accepts no responsibility in this regard. 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/agreement of the Unit and Parking Facility, if any, applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

Time is the essence for the Promoter as well as the Allottee. The Promoter shall, subject to force majeure, abide by the time schedule for completing the Project and handing over the Unit to the Allottee and the common areas in a phase wise manner to the association of the allottees after receiving the completion certificate. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT / APARTMENT:

The Allottee has seen the specifications of the Unit and accepted the Payment Plan, plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Allottee has also understood that the building in which the Unit is situated forms part of the one of the phases of development. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications as mentioned in **Part-7 of Schedule A** hereto. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and any modifications to be hereafter approved by the authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Kolkata Municipal Corporation Building Rules and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under this Agreement and the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE DESIGNATED APARTMENT:

Schedule for possession of the said Designated Apartment-

The Promoter agrees and understands that timely delivery of possession of the Unit is the essence of the Agreement. The Promoter based on the approved plans and specifications, assures to hand

over possession of the Unit within 30th June 2025 with a grace period upto 6 months unless there is delay or failure due to war, flood, drought, fire, cyclone, epidemic, pandemic, earthquake or any other calamity caused by nature or other exigency affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit,

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

Procedure for taking possession -The Promoter, upon obtaining the completion certificate 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 possession of the Unit within 30 days of receiving the completion certificate of the Designated Wing containing the Unit.

Failure of Allottee to take Possession of Designated Apartment-

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

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

Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount (i.e. 10% of the Total Price) paid for the allotment. The balance amount of money paid by the Allottee (other than Taxes paid by the Allottee and/or stamp duty and registration charges incurred by the Allottee) shall be returned by the Promoter to the Allottee without interest, and without any loss to the promoter and only out of the amounts received by the Promoter against sale of the Designated Apartment to any other interested person. Any loss on account of stamp duty and registration charges incurred by the Allottee shall also be exclusively for and to the account of the Allottee. The Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

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

7.6.1 Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Designated Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in 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 the Promoter in respect of the Designated Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act:

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

8. **REPRESENTATIONS AND WARRANTIES OF THE OWNERS/PROMOTER:**

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

- (i) The Owners have absolute, clear and marketable title with respect to the Project Land; the Promoter has requisite rights to carry out development upon the Project Land and the Owners have absolute, actual, physical and legal possession of the Project Land with license to the Promoter to carry out the Project thereon;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are now no encumbrances upon the Unit and appertaining share in Project Land or in the Project.
- (iv) There are no litigations pending before any Court of law with respect to the Project Land, Project or the Designated Apartment;

- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Designated Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owners/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, Building and Designated Apartment 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 created herein, may prejudicially be affected;
- (vii) The Owners/Promoter have not entered into any agreement for sale (which is subsisting at present) and/or development agreement (save and except the Development Agreement) or any other agreement/arrangement with any person or party with respect to the Project Land including the Project and the said Designated Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Owners/Promoter confirms that the Owners/Promoter are not restricted in any manner whatsoever from selling the Unit to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit and Parking Facility, if any, to the Allottee and the common areas to the Association of the allottees;
- (x) The Project Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Project Land;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the Completion Certificate has been issued.;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Project Land) has been received by or served upon the Promoter in respect of the Project Land and/or the Project.
- (xiii) That the Project Land is not Waqf property.
- (xiv) The Promoter intends to make an application to the Regulatory Authority in terms of the Rules published on 27th July, 2021 upon the office of the authority become operational and ready to receive the same and the provisions and contents of this Agreement may undergo modifications or alterations if so required by the Regulatory Authority and the Allottee shall not raise any objection regarding such changes.

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

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. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects

as per specifications prescribed herein and completion certificate issued in respect thereof shall be conclusive proof thereof;

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

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

- (i) Stop making further payments linked to construction milestones to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest provided that this clause shall not be applicable if the payment by the Allottee is not construction linked; 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 apartment, along with interest at the rate specified 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 specified in the Rules, for every month of delay till the handing over the possession of the Designated Apartment.

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 consecutive two 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 specified in the Rules;
- (ii) In case of Default by Allottee to register the Conveyance Deed or in complying with any other condition mentioned in this Agreement despite receiving a prior 30 days written notice from the Promoter in respect thereof or any Default under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Designated Apartment in favour of the Allottee and refund the money paid to him by the Allottee after deducting the amount paid at or before the execution of this agreement and the interest liabilities and the taxes and stamp duty and registration fees of the Allottee with an option to pay the same directly to the bank account of the Allottee given at the time of application form and this Agreement shall thereupon stand terminated and the same shall be and be deemed to be sufficient discharge of the Promoter in respect of payment of such amount. Such refund to the Allottee by the Promoter shall be made out of the

amounts received by the Promoter against sale of the Designated Apartment to any other interested person.

Notwithstanding any contrary provisions, it is expressly agreed that no refund to the Allottee shall, under any circumstances whatsoever, be made of any amount paid by the Allottee on account of Taxes and/or stamp duty and registration charges incurred by the Allottee. The Allottee shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard.

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

10. CONVEYANCE OF THE SAID APARTMENT:

The Owner and the Promoter, on receipt of the complete amount of the Total Price and Taxes and Other Costs in respect of the Designated Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Unit together with the Parking Facility, if any and together with the proportionate indivisible share in the Common Areas within the Project within 3 (three) months from the date of issuance of the occupancy certificate*.

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

11. MAINTENANCE OF THE DESIGNATED BLOCK/ APARTMENT / 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 or any other Maintenance In-charge as per the House Rules. The cost of such maintenance shall be payable by the Allottee separately in addition to the Total Price of the Designated Apartment.

Clauses in relation to maintenance of Project, infrastructure and equipment:

Other Costs and Deposits on the following heads to be payable by the Allottee in addition to the price for the same:-

Additional Costs: The following amounts ("**Additional Costs**") which are all to be appropriated by the Promoter to its own account absolutely:-

- (a) Towards the Allottee's share of the costs charges and expenses for procuring electricity connection by way of Transformer, Electric Sub-station for the Project, being the lumpsum of Rs.100000.00;

- (b) Towards the Allottee's share of the costs, charges, expenses for common generator and its accessories and providing for supply of power of about 4 KW therefrom to the said Unit during CESC power failure being the being the lumpsum of Rs. 100000.00;
- (c) Documentation charges being a sum of Rs. 50000.00 out of which 50% shall be paid simultaneously with the execution hereof;
- (d) Towards the Allottee's share of the costs, charges and expenses for VRF Air-Conditioning, being the lumpsum of Rs..00;
- (e) Towards the Allottee's share of the costs charges and expenses for formation of Association, being the lumpsum of Rs. 5000.00.00;
- (f) Fees and expenses, if any, payable to the any Authority towards Sale/Transfer Permission fees;
- (g) Goods and Service Tax on the above amounts.

Deposit: The Allottee shall also pay and deposit and keep deposited the amounts on the following heads:-

- (a) Security Deposit and the expenses as may be required by CESC Limited or other electricity provider for individual meter in respect of the Designated Apartment directly with CESC Limited or other provider and proportionate share of the security deposit in respect of the common meter/s in respect of the Common Areas;
- (b) The Allottee shall deposit and/or keep deposited with the Promoter an Interest Free Security Deposit of Rs.____.00, as security for payment of the maintenance charges and other proportionate common expenses;
- (c) The Allottee shall pay to the Promoter a nonrefundable sum of Rs. _____.00 towards provisional Sinking fund to meet therefrom such expenses as be necessary or incidental for the maintenance upkeep and running of the Common Areas;

In connection with the Additional Costs and Deposit payable by the Allottee as aforesaid, it is agreed by and between the parties hereto as follows:-

- (a) The amounts of Additional Costs and Deposit do not include the Goods & Service Tax and any other tax, levy, cess by any name called (including S.T.C., Works Contract Tax, duties, levies and all other tax and imposition levied by the State Government, Central Government or any other authority or body from time to time) that may be applicable and/or imposed in future thereon and such taxes shall be additionally payable at the applicable rates by the Allottee and shall be paid proportionately, if levied as a whole on the Designated Block or the Project

or the Entire Land and wholly, if levied specifically on the Designated Apartment. The Allottee further agrees that in case of any decrease/reduction in the applicable taxes the Promoter shall not be liable to refund or compensate the same to the Allottee in any manner whatsoever.

- (b) Stamp Duty and Registration Charges: The Allottee shall have to mandatorily pay the applicable amount for Stamp Duty and Registration Charges and all other applicable charges in respect of this agreement and any future contracts in pursuance hereof and also the Conveyance Deed to be executed in pursuance hereof.
- (c) Miscellaneous Registration Costs: In addition to the above, a fixed miscellaneous charge for each instance of registration of this Agreement, any other contract and Conveyance Deeds amounting to Rs.7000.00 (Rupees seven thousand Only) shall be paid to the Promoter by the Allottee.
- (d) None of the amounts of Additional Costs and Deposit bear any interest payable to Allottee nor are refundable except in the manner and to the extent applicable on termination of this agreement in terms hereof.
- (e) The Deposit paid to the Promoter shall be held by the Promoter as interest free security deposit and unless any amount out of the same is adjusted due to non payment of the taxes and outgoings payable by the Allottee, the same or the unadjusted portion thereof shall be transferred to the Association by the Promoter.
- (f) The payment of Additional Costs and Deposits and all other amounts payable under clause 11.2 above shall be made by the Allottee to the Promoter before taking possession of the Designated Apartment and within 30 days of receiving Intimation for possession from the Promoter. If however, the liability in respect of any amount arises after the intimation for possession as aforesaid, then the same shall be paid by the Allottee to the Promoter within 15 (fifteen) days of being demanded by the Promoter from the Allottee.
- (g) The refund and/or payment of any amount by the Promoter to the Allottee in terms of this agreement may be made by the Promoter by depositing the amount in the bank account of the Allottee as per the details already provided by the Allottee in the Application for allotment of the Designated Apartment and the same shall be and be deemed to be sufficient discharge of the Promoter in respect of payment of such amount.

Maintenance In-charge:

Association: The Promoter shall enable the formation of Association that may be formed under the West Bengal Apartment Ownership Act, 1972 ("**Association**") by the allottees of the apartments in the Project and the Allottee hereby agrees to become a member of

the Association and to sign, execute and register all documents required for formation of the Association and for its running and administration. The Promoter shall appoint consultants having knowledge in formation of Association and the Allottee agrees to do all acts, deeds and things as may required by such consultant within the stipulated times and to pay the proportionate costs of formation and operationalization of the Association.

Maintenance Agency: The Promoter shall appoint one or more agencies or persons ("**Maintenance Agency**") to look after the acts relating to the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common to the Co-owners and, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common ("**Common Purposes**") on such terms and conditions as it deems fit and proper. The Maintenance Agency may appoint professional facility management agencies or persons for conducting the day to day affairs as it may deem fit and proper. The fees and costs for such Maintenance Agency shall be proportionately borne and paid by the Allottee.

Maintenance In-charge: Upon formation of the Association and its taking charge of the acts relating to the Common Purposes, the Association and until then the Promoter or any Maintenance Agency looking after the acts relating to the Common Purposes shall be the maintenance in-charge ("**Maintenance In-charge**").

Common Areas Related:

The Designated Block shall contain certain Common Areas as specified in **SECTION-I** of **PART-6** of **Schedule A** hereunder written and which the Allottee shall have the right to use in common with the Owners, the Promoter and other Co-owners of the Designated Block and other persons permitted by the Promoter. The Project and the Block 1 Areas shall contain certain Common Areas as specified in **SECTION-II** of **PART-6** of **Schedule A** hereunder written which the Allottee shall have the right to use in common with the Owners, the Promoter and other Co-owners of the Project, the owners and occupiers of Block 1 Area and other persons permitted by the Promoter. Subject to the Allottee not committing any default in observance of the House Rules the Allottee shall have the non- exclusive right to use such of the Common Areas as are necessary for the beneficial use and enjoyment of the Designated Apartment in common as aforesaid and subject to the terms and conditions contained herein. Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the Designated Block or the Project shall be claimed to be part of the Common Areas by the Allottee either independently or in common with any other Co-owner.

Upon construction of the Designated Block at the Project Land, the Promoter shall finally identify and demarcate portions to comprise in the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for

common use and also such areas which are reserved for common parking and for any other use and the areas so identified shall form part of the Common Areas.

The Owner/Promoter would convey proportionate undivided indivisible share in the Common Areas in favour of the Allottee and if the laws for the time being in force otherwise requires such sale to be carried out in favour of the Association, then such sale shall be carried out in favour of the Association, to which the Allottee hereby agrees. If the formation of the Association does not take place prior to the agreed and/or prescribed date for execution or Conveyance Deed in respect of the Unit in favour of the Allottee, then the transfer of the share in the Common Areas may be completed in favour of the Allottee in trust and for the ultimate ownership of the Association and any related documentation and acts deeds and things shall be done by the Allottee and all stamp duty and other taxes, charges or costs to implement such transactions shall be borne and paid by the Allottee.

Unit Related:

Fittings & Fixtures: Except those provided by the Promoter, all fitouts to be put-up, erected and installed at or inside the Designated Apartment including the interior decoration shall be done and completed by the Allottee at its own costs and expenses. In doing and carrying out the said fitout works, the Allottee shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the municipal, National Building Code and Fire rules and others and with minimum noise and without causing any disturbance or annoyance to the other Co-owners. The Allottee shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the Fitout works. The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in anyway damage or destroy the beams and columns on the floor, ceiling and walls of the Designated Apartment. The Allottee shall be responsible for all consequences, loss of life and property, damages or accidents that may occur due to breach or default on the part of the Allottee while carrying out any fitout or other activity.

Transfers by Allottee: The Allottee may only after a period of 12 months from the date of execution of this agreement and that too upon taking prior written consent of the Promoter and against payment of the sum equivalent to @3% (three percent) of the Total Price (excluding Other Costs and Deposits and Taxes) hereunder or at which the Designated Apartment is purchased by the nominee, whichever be higher, in advance to the Promoter, get the name of his nominee substituted in his place and stead in the records of the Promoter as the Buyer of the Designated Apartment subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. Any such nomination shall be at the risk and costs of the Allottee and/or the nominee and all stamp duty and registration charges, legal fees and charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee or its nominee. Any tax, duty, imposition or levy

including Income Tax (except on the said sum mentioned equivalent to @2% mentioned in this clause in respect of the Designated Apartment paid to the Promoter as aforesaid) or Goods and Service Tax arising due to any nomination by the Allottee shall be payable by the Allottee or its transferee but the Owner or the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Owner or the Promoter or to which the Owner or the Promoter are likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Allottee in advance to the Owner and/or the Promoter and the Promoter may not give any consent to any such nomination or transfer without the receipt of such payment. The Allottee shall not, however, be entitled to assign or transfer this agreement for a period of twelve months from the date of execution hereof nor to let out, sell, transfer or part with possession of the Designated Apartment at any time until all the amounts, charges, outgoings and dues payable by the Allottee to the Promoter in respect of the Designated Apartment are fully paid up and a No Dues certificate is obtained by the Allottee from the Promoter.

Area Calculations:

- (a) **Carpet Area of Unit:** The carpet area for the Designated Apartment or any other Unit shall mean the net usable floor area of such Unit, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the Unit.
- (b) **Balcony Area:** The net usable area of the exclusive covered balcony/ies (if any) attached to the Unit.
- (c) **Open Terrace Area:** The net usable area of the exclusive open space attached to the Designated Apartment if granted to the Allottee.
- (d) **Built-up Area:** The built-up area for the Designated Apartment or any other Unit shall mean the Carpet Area of such Unit and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Unit/Balcony and any other Unit/Balcony and the area covered by all other external walls of the such Unit/Balcony.
- (e) **Proportionate Common Area:** The proportionate share of the Common Areas attributable to the Designated Apartment is undivided _____ Square feet more or less.
- (f) **Unit Area for CAM:** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Allottee, the area shall be the sum total of the Built-up Area and Proportionate Common Area which is _____ Square feet more or less.
- (g) **It is clarified that** the Proportionate Common Area shall have scope for minor approximation and such area as stipulated by the Promoter shall be final and binding on the parties hereto.

Housing Loan by Allottee :In case the Allottee, with the prior written consent of the Promoter, obtains any housing loan or finance to pay the consideration envisaged herein, the same shall be subject to the terms and conditions of this agreement and the entire obligation or liability in respect of the same shall be that of the Allottee alone. The bank/financial institution providing

housing loan or finance to the Allottee shall be required to disburse/pay all amounts due and payable to the Promoter under this Agreement and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ financial institution.

Parking Facility Related:

In addition to those contained in clause I above, it is clarified that the Project could also contain open spaces which are not forming part of the amenities and facilities mentioned in **PART-6 of Schedule A** heretoand which could be used for parking. The Promoter hereby reserves right to allot parking rights in these open parking areas exclusively to the allottees of Units in the Project who need the same and apply for the same within period as may be stipulated by the Promoter and the Promoter may give preference to those allottees who do not otherwise have parking space in the Project and against payment of the applicable parking cost therefor.

The Allottee shall not have any Parking Facility until full and final payment of all sums due by the Allottee in terms of this agreement and the Allottee further not being in default in complying his obligations as provided in this agreement.

All unsold or unallotted parking spaces shall be identified/demarcated and retained by the Promoter for disposal of the same at the consideration and in the manner deemed fit and proper by the Promoter.

Any scheme of numbering of parking spaces will be subject to further revision as per the discretion of the Promoter and the revised parking number shall be intimated to the Allottee upon such revision;

The Allottee agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the Open Parking Areas to any other Allottee nor to disturb the use of the allotted parking space by the concerned Allottee.

Club Facility Related:

Club Membership And Facility: The Promoter proposes to erect, install and/or make available certain facilities as hereinafter mentioned (hereinafter referred to as "the Club Facility" which expression shall include any modifications or alterations of all or any such facility) at a portion of the Project Land containing:

- (a) Community Hall with first time installation of air conditioners.
- (b) Indoor Games Arena with first time installation of air conditioner and equipments.
- (c) Multipurpose Court with first time installation of poles nets and lights;
- (d) Kids play zone/area with first time installation of few playground equipments.
- (e) Lounge.
- (f) Creche zone.

- (g) Swimming Pool with first time installation of equipments and changing rooms.
- (h) Fully equipped Gymnasium with first time installation of equipments.
- (i) Yoga and Meditation centre on the roof.
- (j) Space for party lawns on podium floor.
- (k) Roof top promenade.
- (l) Roof top Sitting Area for residents.

The Allottee agrees to pay the fixed costs and charges in respect of the Club Facility as part of Other Costs. On the Club Facility becoming functional, the Allottee shall comply with all rules and regulations as framed by the Maintenance In-charge for proper management and use thereof. In particular and without prejudice to the generality of the foregoing provisions, the Allottee shall also be liable to pay the charges as prescribed by the Promoter or the Maintenance In-charge from time to time for use of the Community Hall for his private functions or ceremonies, if permitted by the Promoter or the Maintenance In-charge. The Club Facility may be used by the Allottee along with family members residing at the Designated Apartment in common with other persons who may be permitted by the Maintenance In-charge. In case any visitor or guest of the Allottee desires to avail the such facilities, the Allottee shall obtain a written consent from the Maintenance In-charge who shall be at liberty to refuse the same or to levy such charges and/or conditions in respect of the same as the Maintenance In-charge may deem fit and proper.

Commencement of Operation of the Club: The Promoter shall endeavor to get the Club operational after the entirety of the Project is complete and made ready. The Allottee accepts and confirms that the date of completion of construction of the Unit shall have no connection and correlation with the Club becoming operational and that the Allottee shall not raise any claim or objection in this regard.

Administration of the Club: The Allottee agrees and confirms that the Club (at the sole discretion of the Promoter) shall be initially managed and operated by the Promoter either by itself or through its nominee for such period as the Promoter shall think proper. The Promoter herein shall appoint on such terms and conditions as the Promoter may deem fit and proper one or more person or agency ("**Club Manager**") for the management and administration of the Club and rendition of the facilities therein to the users thereof, appointment/engagement of professionals and other persons therefor and setting out the rules and charges of use. The Club Manager may or may not be the Maintenance Agency and the cost of such Club Manager shall be part of the costs and expenses of running, management and administration of the Club. The Association and the associations of allottees on other phases shall jointly be given the responsibilities in respect of the Club at such time and on such terms and conditions as the Promoter may deem fit and proper.

Further and Fuller Terms: Only the basic preliminary terms and conditions pertaining to the membership and rules governing the Club are recorded in this Agreement. The Allottee understands and accepts that detailed terms and conditions of membership as also the various charges and rules and regulations governing use of the Club and its

facilities will be formulated by the Promoter in due course and circulated to members before the Club is made operational. The Allottee agrees and accepts to abide by the same.

Overall Project Related :

Proper Receipts: All payments shall be made by the Allottee against proper receipts by the Promoter and the Allottee shall not be entitled to claim nor to set up any other evidence regarding the payment.

TDS: The Tax Deductible at Source under the Income Tax Laws shall, if applicable be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law. The Promoter or the Owners shall not be liable in any manner whatsoever in case of default on the part of the Allottee in depositing such TDS.

Authority of Promoter: The Promoter has been empowered and authorized under the Development Agreement to receive all amounts from the Allottee. The Promoter and the Owner shall apportion their respective entitlements in terms of the Development Agreement or as they may mutually agree and the Allottee shall have no concern therewith. Further the Promoter has also been empowered and authorized under the Development Agreement to receive the entire Other Costs and Deposits from the Allottee and the Allottee has satisfied himself about such rights of the Promoter.

Specifications: The Promoter may use alternative similar substitutes in respect of any item of the Specifications mentioned in **PART-7** of **SCHEDULE A** hereto.

Non Obstruction in Project: The Allottee shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of or in or to the Project or any other phases of the Whole Complex or any part thereof by the Promoter due to any reason whatsoever (including and notwithstanding any temporary obstruction or disturbance in his using and enjoying the Designated Apartment and/or the Common Areas).

Commencement of power supply from Generator: The power backup from the Common Generator in the Project shall be commenced only upon 50% (fifty percent) of the Co-owners (other than the Owners or the Promoter) taking possession of their respective Units in the Project and not before and the Allottee, in case it takes possession of the Designated Apartment before the said time period stipulated for commencement of power backup from Common Generator, shall not raise any objection, dispute or claim in this behalf. The Promoter shall have the discretion to reduce or waive the said requirement of minimum percentage of occupancy at any time.

Construction Finance: The Promoter may take construction finance for construction of the Project by mortgaging the Project Land and the construction **Provided However**

That any such mortgage if it relates to the Designated Apartment shall be redeemed/discharged by the Promoter by way of repayment of the loan prior to the execution of Deed of Conveyance by the Promoter in favour of the Allottee in terms hereof.

Architect: Unless changed by the Promoter, Messrs.Raj Agarwal & Associates of 8B, Royd Street, 1st Floor, Kolkata 700016 shall be the Architect for the Project.

Project Name: The Project shall bear the name "**LA CONVENT**" or such other name as be decided by the Promoter from time to time. The name of the Project cannot be changed unless permitted by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission.

The Owners shall not be liable for any deviation of plan and/or for any allegation of shortcoming in the nature of construction and no action shall lie against the owners by the Allottee against the Owners.

Future Expansion Related:

The Promoter may make further additions and alterations to the Building Plans without affecting the Unit or reducing the amenities and facilities mentioned in **Part-6 of Schedule A**. The Promoter shall take any further consent, if required, from the Allottee at the appropriate time if and to the extent required under the Act and which such consent shall not be unreasonably withheld.

The Allottee accepts, acknowledges and confirms that the Promoter shall have the sole and exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project and/or the Whole Project or any of them Provided that the Promoter shall make any such additional construction upon obtaining approval of plans by Kolkata Municipal Corporation.

Modifications: In connection with the further additions and alterations to the sanctioned plans and without affecting the other provisions, terms and conditions hereof, the Promoter shall take consent of the Allottee at the appropriate time if and to the extent required under the Act and which such consent shall not be unreasonably withheld. The Allottee hereby authorizes and empowers the Promoter to do so as the attorney of the Allottee.

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

to use the Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious

injurious noisy dangerous hazardous illegal or immoral activity at the Unit or any activity which may cause nuisance or annoyance to the Co-owners.

unless the right of parking is expressly granted and mentioned in Part - 5 hereinabove written ("**Parking Facility**"), the Allottee shall not park any motor car, two wheeler or any other vehicle at any place in the Project Land (including at the open spaces at the Project Land) nor claim any right to park in any manner whatsoever or howsoever.

In case the Allottee has applied for and granted Parking Facility, the facility of such parking shall be subject to the following conditions:-

- (a) The Allottee shall pay the Parking Facility Maintenance Charges punctually and without any delay or default;
- (b) the Allottee shall not park any motor car, two wheeler or any other vehicle at any other place in the said Project (including at the open spaces at the Project Land) nor claim any right to park in any manner whatsoever or howsoever;
- (c) the Allottee shall use the Parking Facility, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Space and/or two wheeler, as the case may be.
- (d) No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
- (e) The Allottee shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
- (f) The Allottee shall not grant transfer let out or part with the Parking Facility independent of the Designated Apartment nor vice versa, with the only exception being that the Allottee may transfer the Parking Facility independent of the other to any other Co-owner of the Project and none else.
- (g) This right to use car parking space does not confer any right of ownership of the space on which such parking facility is provided.
- (h) In case due to any enactment or implementation of legislation, rule, bye-law or order of any judicial or other authority, the individual exclusive Parking Facility at the space earmarked for the Allottee is not permissible, then the Allottee shall neither hold the Promoter and/or the Owner liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Owner.
- (i) The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this agreement shall all be covenants running with the Parking Facility.
- (j) In case the Allottee is provided facility of parking which is inter-dependent with any other parking facility in the whole complex or any part thereof then the allottee shall not disturb/block the ingress and egress of cars of other unit owners from the project, as such all the car park owners shall co-operate among themselves as to the allotted parking areas for smooth ingress and egress of all the cars.

- (k) In case the Allottee is provided facility of parking in the Mechanical Parking System, the Allottee shall abide by observe fulfill and perform all rules and regulations applicable to the user thereof. The Allottee accepts and acknowledges that any use of the parking facility if taken by the Allottee in the Mechanical Parking System shall be subject to force majeure and interruptions, inconveniences and mechanical faults associated with its use and further that the Promoter and the Maintenance-in-Charge shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System.

In case the Allottee is agreed to be granted the exclusive right to use any Open Terrace as a right appurtenant to Designated Apartment, the right of the Allottee to use of such Open Terrace shall be subject to the following conditions:-:

- (a) to use the Open Terrace for the purpose for which it has been sanctioned and in a decent and respectable manner and keep the same at all times in a fully repaired and neat and clean condition and shall be fully responsible for complete maintenance of the same at all times.
- (b) not to damage or modify or make any construction, addition or alteration therein nor to cover or enclose the same nor to display any light or signage from the same so as to be visible from outside nor to put any grills or glass or poles or any item going beyond the height of the parapet.
- (c) not to allow or permit any leakage or seepage of water from the floor to any other portion of the Buildings at the Project;
- (d) not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.
- (e) not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Open Terrace nor allow the accumulation of water thereat nor store or allow any one to store any goods articles or things in the said Open Terrace or anywhere at the Project Land.
- (f) not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Open Terrace and/or the Buildings at the Project and/or the Project Land and/or outside walls of the Buildings at the Project save in the manner indicated by the Promoter or the Maintenance In-Charge.
- (g) not to transfer or assign or part with their right of use of the Open Terrace or part with the possession of the said Open Terrace, independent of the Designated Apartment and vice versa.
- (h) not to sub-divide the Open Terrace in any manner.

The use of the Common Areas including but not limited to the Club Facility shall be done by the Allottee using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas (including the Club

Facility) and appoint agencies for maintenance of the same. The Allottee shall not hold the Owners or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas including any Club Facility by the Allottee or his family members or any other person.

Not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.

Not to claim any access or user of any other portion of the Project except the Designated Wing and the Common Areas mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.

Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Unit PROVIDED HOWEVER THAT nothing contained herein shall prevent the Allottee to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Allottee shall open out any additional window or any other apparatus protruding outside the exterior of the Unit save that the Allottee shall have the right install window/ split air-conditioners at the place/s provided therefor in the Unit.

To apply for and obtain at his own costs separate assessment and mutation of the Designated Apartment in the records of appropriate authority within 06 (six) months from the date of possession.

Not to partition or sub-divide the Designated Apartment nor to commit or permit to be committed any form of alteration or changes in the Designated Apartment or in the beams, columns, pillars of the Buildings at the Project passing through the Designated Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Buildings at the Project or any part thereof. not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.

not to install or keep or operate any generator in the Designated Apartment or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Designated Apartment is situate or in any other common areas of the Buildings at the Project or the Project Land save the battery operated inverter inside the Designated Apartment.

not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders

not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.

no bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.

to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated Apartment at all reasonable times for construction and completion of the Buildings at the Project and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Designated Apartment within seven days of giving of a notice in writing by the Maintenance In-charge to the Allottee thereabout;

to use the Common Areas only to the extent required for ingress to and egress from the Designated Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the Project Land by the Owners and the Promoter and all other persons entitled thereto.

to install fire fighting and sensing system gadgets and equipments as required under law and shall keep the Designated Apartment free from all hazards relating to fire.

to keep the Designated Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Buildings at the Project and not to do or cause to be done anything in or around the Designated Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Designated Apartment.

not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Designated Block or may cause any increase in the premia payable in respect thereof.

not to commit or permit to be committed any alteration or changes in, or draw from outside the Buildings at the Project, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Apartment and any other Unit in or portion of the Project.

to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Premises and other Common Purposes.

keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the Project Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the Project Land.

to maintain at his own costs, the Designated Apartment and the Balcony, if any, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Kolkata Municipal Corporation, CESC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Apartment as well as the user operation and maintenance of lifts, generators, tube-well,

water, electricity, drainage, sewerage and other installations and amenities at the Project.

Not to put any outdoor unit of air conditioner except at the space allotted by the Promoter to the Allottee therefor. The air conditioners used inside the Unit and its technology will have to adhere to VRF (Variable Refrigerant Flow) Technology and shall not be changed except with the written consent of the Promoter. The wires pipelines and other connections between the outdoor and the indoor units shall pass only through floor lobby ducts specifically meant and identified therefor by the Promoter.

To draw cables, wires, pipes, air conditioner related pipes connecting the units at the VRF etc., only through the common ducts/voids meant therefor and no wire shall be hanged or connected from outside the Designated Wing.

not to alter the outer elevation or façade or colour scheme of the Designated Block at the Project (including grills, verandahs, lounges, external doors and windows etc.,) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Designated Block at the Project 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.

Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.

not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.

not to use the Designated Apartment or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners.

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

- (a) Property tax and/or Municipal rates and taxes and water tax (if any) assessed on or in respect of the Designated Apartment and appurtenances directly to the Kolkata Municipal Corporation and any other appropriate authority Provided That so long as the Designated Apartment is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the Project Land.
- (b) All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Apartment or the Designated Block or the Project Land and whether demanded from or payable by the Allottee or the Maintenance In-charge and the same shall be paid by the Allottee wholly in case the same relates

- to the Designated Apartment and proportionately in case the same relates to the Designated Block or the Project Land or Entire Land or any part thereof.
- (c) Electricity charges for electricity consumed in or relating to the Designated Apartment (including any applicable minimum charges and proportionate share of transmission loss).
 - (d) Charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the Designated Apartment against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Apartment, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
 - (e) Proportionate share of all Common Expenses (including those mentioned in **PART-8** of **SCHEDULE A** hereto) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-charge, recurring monthly maintenance charges calculated @ Rs.3/-(Rupees three) only per Square foot per month of the Unit Area for CAM mentioned in clause 11.5.3(f) hereto. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.
 - (f) In case the Allottee has opted for the Parking Facility, the Allottee shall pay the Parking Facility Maintenance Charges calculated @Rs.500/- per annum per car parking to be increased every three years by 15% (fifteen percent) of the amount then payable.
 - (g) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load, taken by the Allottee.
 - (h) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

All payments to be made by the Allottee shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Allottee or in the letter box earmarked for the Designated Apartment Provided That any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof and the Allottee shall bear and pay the same accordingly and without any delay, demur or default.

The maintenance charges mentioned in clause 11.12(e) above does not include any payment or contribution towards the major repair, replacement, reinstatement etc., of the Common Areas and the Allottee shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance-In-Charge from time to time. Furthermore, the maintenance charges and all

such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Allottee.

The liability of the Allottee to pay the aforesaid outgoings and impositions shall accrue with effect from the expiry of notice period of the intimation given to the Allottee to take possession.

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 amounts payable by the Allottee under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance-in-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears without prejudice to the liability of the Allottee to pay interest as aforesaid, in case the failure and/or default in any payment by the Allottee for two months then until such payment with applicable interest, the Allottee and persons deriving rights through him shall be debarred from the benefits of use of the common facilities and the membership and use of the Club Facility shall be suspended and the Maintenance-in-charge shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Allottee and his employees guests agents tenants or licencees and/or the Designated Apartment. It is clarified that any debarring, suspension, withholding or stoppage as aforesaid shall not affect the continuing liabilities of the Allottee in respect of payment of the Taxes and Outgoings and applicable interest during the period of such debar, suspension, withholding or stoppage.

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

Waiver: The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of 5 years from the date of the Completion Certificate.

Common Expenses ("**Common Expenses**") shall be all fees, costs, charges and expenses to be paid or incurred in respect of the management, maintenance, administration, repair, replacement, upkeep, protection, insurance, security of the

Designated Block (except the Units therein), and the Common Areas, and the parking spaces and for all other Common Purposes and include those mentioned in **PART-8 of SCHEDULE A** hereto.

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

- (a) The Promoter shall at all times also be entitled to put or allow any one to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc., and the Allottee or the Association shall not be entitled to obstruct remove or block the same in any manner whatsoever or howsoever.
- (b) The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the owners, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, compactor and any other facility primarily for the use of the Co-owners (but with possibility of outsiders being also provided services therefrom by the owners/supplier/service provider) against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Designated Block or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such owners/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tanto subsidize meet the Common Expenses to that extent.
- (c) The Block 1 Areas may at the discretion of the Promoter have separate entry/exit and/or open and covered adjoining spaces and may be segregated with temporary or permanent walls/fencing/doors in such manner as the Promoter may deem fit and proper.
- (d) The Promoters shall be entitled to deal with or Transfer any Parking Space including those sanctioned in the Plans.

- (e) The Promoter shall be entitled to carry out modification of plan necessitated by circumstances and the Allottee hereby authorities and empowers the Promoter to do so as the attorney of the Allottee.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter by the Allottee within a period of 5 (five) years from the date of completion certificate and/or partial completion certificate of the Designated Wing in which the Unit is situated, as the case may be, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to any Force Majeure event or owing to act or omission of the Allottee or any other allottees or Association of allottees and/or any other person or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of allottees or competent authority. The Allottee is/are aware that any change, alteration including breaking of walls or any structural members or the construction of any new wall or structural member will result in immediate cessation of the Promoter's obligation to rectify any defects or compensate for the same as mentioned in this Clause. The decision of the Architect in respect of the matter referred to in this clause shall be final and binding upon both the Promoter and the Allottee.

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

The Allottee hereby agrees to purchase the Designated Apartment on the specific understanding that 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 In-charge (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the Maintenance In-charge from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

15. USAGE:

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

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to clause 12 above, the Allottee shall, after taking possession, be solely responsible to comply with the House Rules/Association Bye-laws and maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Designated Block, or the Unit, Parking Facility, if any, or the common areas including staircases, lifts, common passages, corridors, circulation areas, atrium (if any) or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Designated Apartment and keep the Designated Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Designated Block is not in any way damaged or jeopardized.

The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Designated Block or anywhere on the exterior of the Project, buildings 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 Designated Apartment or place any heavy material in the common passages or staircase of the Designated Block. The Allottee shall also not remove any wall including the outer and load bearing wall of the Designated Apartment.

The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

18. ADDITIONAL CONSTRUCTIONS:

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

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

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

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

21. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar/ Registrar of Assurances/District 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 registering authority for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, allotment of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee (after forfeiture of a sum of Rs.50000/-) with an option to pay the same directly to the bank account of the Allottee given at the time of application form without any interest or compensation whatsoever.

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 Designated Apartment.

23. RIGHT TO AMEND:

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

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE:

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.

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

26. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make 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 apartments/units in the Project.

28. FURTHER ASSURANCES:

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

29. PLACE OF EXECUTION:

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

30. NOTICES:

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

Name of Allottee: _____

Allottee Address: _____

Email id of Allottee: _____

BHAIRAMAL GOPIRAM PROPERTIES LLP- Promoter Name

10/C, Ho Chi Minh Sarani, Kolkata 700071(Promoter Address)

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

31. JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes 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 applicable laws of India for the time being in force.

33. DISPUTE RESOLUTION:

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

[Any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under.]

34. The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee:

(1) Signature _____

Name: _____

Address:_____.

(2) Signature _____

Name:

Address:

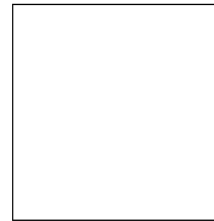
SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Owner:



Signature _____

In the presence of:

1.

2.

Drafted by me:

Advocate

C/o DSP Law Associates

4D, Nicco House,

1B & 2 Hare Street

Kolkata-700001

SCHEDULE 'A' ABOVE REFERRED TO:**PART-1****Entire land**

- 1 ENTIRE LAND: ALL THAT** piece or parcel of land containing an area of 2 Bighas 18 Cottah 10 Chittack (upon survey and measurement area has been found as 56 Cottahs 5 Chittaks 33 Square feet) situate lying at and being Premises No. 13, Canal Street, Kolkata – 700014, within Ward No. 55 of the Kolkata Municipal Corporation {Holding No.22 (formerly Holding No.171), Division IV, Sub-Division No. E in Mouza West Entally}, J.L. No.1, Police Station and Post Office Entally, Additional District Sub Registrar Sealdah and butted and bounded as follows:-

On the North :	By land of KMC;
On the South :	By Canal Street;
On the East :	By Premises No.12 Canal Street; and
On the West :	By Premises Nos.14A & 14B Canal Street.

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

PART-2**(BLOCK 1 AREA)**

- 1 ALL THAT** piece or parcel of land containing an area of 12 Cottah 8 Chittack more or less situate lying at and being a demarcated portion of Premises No. 13, Canal Street, Kolkata – 700014, within Ward No. 55 of the Kolkata Municipal Corporation fully described in Part-1 above and butted and bounded as follows:-

On the North :	By remaining portion of Entire Land;
On the South :	By Canal Street;
On the East :	By remaining portion of Entire Land; and
On the West :	By Premises Nos.14A & 14B Canal Street.

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

PART-3**PROJECT LAND**

- 1 ALL THAT** piece or parcel of land containing an area of 43 Cottah 13 Chittack 33 Square feet more or less situate lying at and being a demarcated portion of Premises No. 13, Canal Street, Kolkata – 700014, within Ward No. 55 of the Kolkata Municipal Corporation fully described in Part-1 above and butted and bounded as follows:-

- 1.1** On the North : By land of KMC;
- 1.2** On the South :Partly by Canal Street and Partly by remaining portion of Entire Land;
- 1.3** On the East : By Premises No.12 Canal Street; and
- 1.4** On the West :Partly by Premises Nos.14A & 14B Canal Street and partly by remaining portion of Entire Land.

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

PART-4

UNIT

- 1. DESIGNATED APARTMENT: ALL THAT** the flat being Unit No._____containing a carpet area of_____Square feet more or less alongwith balcony with a carpet area of _____ Square feet more or less and a total built-up area of Unit (including Balcony) of_____Square feet more or less on the_____floor of the Designated Wing no. _____of the Designated Block of the Project at the Project Land.
- 2. OPEN TERRACE:** It is expressly mentioned that no right to use any Open Terrace has been granted to the Allottee hereunder.

PART-5

PARKING FACILITY

- 1. PARKING: ALL THAT** the right to park_____() Covered/Open medium sized motor cars in the_____at such parking space as be expressly specified by the Promoter at or before delivery of possession of the Designated Apartment.

PART-6

COMMON AREAS

SECTION -I

COMMON AREAS IN THE PROJECT

- (i) Driveways and paths and passages at the Project Land except those reserved by the Promoter for exclusive use.
- (ii) Staircases with connected landings in each wing.
- (iii) Two lifts with connected landings in each wing.
- (iv) lift well.
- (v) Common lobbies in all floors in each wing.

- (vi) Transformer and Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed.
- (vii) Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobbies and landings and operating the lifts.
- (viii) Electrical installations with main switch and meter and space required therefor.
- (ix) Roof of the Designated Block.
- (x) Over head water tank with water distribution pipes from such Overhead water tank connecting to the different Units.
- (xi) Water, waste and sewerage evacuation pipes and drains.
- (xii) CCTV at ground floor level with central security surveillance and at any other place, if so provided by the Promoter.
- (xiii) Underground Reservoir with water distribution pipes to the Overhead water tank of the Designated Block.
- (xiv) Water pump with motors and space for installation of the same.
- (xv) One Generator its panels, accessories and wirings and space for installation of the same.
- (xvi) Water Treatment Plant if Deep Tube Well is required.
- (xvii) Fire fighting system in the Common Areas in the Designated Block alongwith Water Reservoir, overhead water tank, pumps, distribution pipes, panels, wirings, accessories and space for the installation of the same all as per recommendation by Fire Service Authority.
- (xviii) Boundary wall and gates
- (xix) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the Project.

SECTION-II

Common Areas common to the Project and Block 1 Area

- (i) Driveways and paths and passages at the Block 1 Area except those reserved by the Promoter for exclusive use.
- (ii) Transformer and Electrical installations and the accessories and wirings in respect of the Entire Land and the space required therefore, if installed.
- (iii) Electrical installations with main switch and meter and space required therefor.
- (iv) Water, waste and sewerage evacuation pipes and drains.
- (v) Underground Reservoir with water distribution pipes to the Overhead water tank of the Designated Block.
- (vi) Water pump with motors and space for installation of the same.
- (vii) Water Treatment Plant if Deep Tube Well is required.
- (viii) Fire fighting system in the Common Areas in the Designated Block alongwith Water Reservoir, overhead water tank, pumps, distribution pipes, panels, wirings, accessories and space for the installation of the same all as per recommendation by Fire Service Authority.
- (ix) Boundary wall and gates

- (x) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the Block 1 Area and the Project.

PART-7 SPECIFICATIONS

1. UNIT:

1.1 Wall Finish Interior:

- (i) **ACC BLOCKS**
- (ii) **Living, Dining, Bedrooms:** Wall Putty (Ready to paint)
- (iii) **Kitchen, Bathrooms:** Wall Putty(Ready to paint)

1.2 Flooring:

- (iv) **Master Bedroom:** Premium international design premium quality vitrified tiles
- (v) **Other Bedroom:** /premium quality vitrified tiles
- (vi) **Living / Dining Room:** /premium quality vitrified tiles

1.3 CEILING:

- (i) **Living, Dining, Bedroom and Other Areas:** Cement and sand plaster with neat POP Punning
- (ii) **Kitchen, Bathroom:** Cement and sand plaster with neat POP punning and gypsum ceiling in places to cover traps and pipes.

1.4 Kitchen:

- (i) Walls:Rectified joint free tiles up to 2'-0' on counter walls and wash areas and Balance wall putty (Ready to Paint)
- (ii) Floor: Antiskid Vitrified tiles
- (iii) Counter: Polished granite counter top
- (iv) Fitting / Fixtures: Stainless Steel sink of reputed brand or equivalent and Jaquar / Kohler or Equivalent
- (v) fitting.

1.5 Bath Rooms:

- (i) Walls - Premium joint free rectified tiles
- (ii) Floor – Anti skid ceramic tiles
- (iii) Sanitary Ware/ CP Fittings: Jaquar / Grohe / Kohler or equivalent CP fittings and Sanitary fittings of Roca/American Standard/ Duravit or equivalent

1.6 Electrical:

- (i) Modular Switches(Havells / Legrand or equivalent make) and copper wiring
- (ii) AC plug points in living room and bedrooms.
- (iii) Provision for Cable TV and Telephone in living room and bedrooms

- (iv) VRV/VRF/Split AC provision in each apartment of Daikhin/Mitsubishi or equivalent make at extra cost

Doors:

- (i) **Entrance Doors:** Timber frame, shutter with decorative teak veneer finish with integrated video door phone
- (ii) **Internal Doors:** Flush Doors of I.S standard

Windows: Aluminum Panels / Anodized aluminum with glass panes/UPVC

**PART-8
COMMON EXPENSES**

1. **MAINTENANCE:** All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, lighting etc. of the main structure including the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas of the Project, lifts, generators, intercom, CCTV, water pump with motors, the Parking Spaces including Mechanical Parking System and all adjoining side spaces and all related gutters and pipes for all purposes, drains and cables and wires, equipments and accessories, machinery, tools and tackles, Club related equipment's etc., drains and electric cables and wires in under or upon the Designated Block and/or the Project and/or the Club and related facilities and/or enjoyed or used by the Allottee in common with other occupiers or serving more than one Unit/flat and other saleable space in the Designated Block and at the Premises, main entrance, landings and staircase of the Designated Wing enjoyed or used by the Allottee in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the Common Areas, the main entrance, passages, driveways, landings, staircases and other part of the Designated Block and/or the Project so enjoyed or used by the Allottee in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL:** All costs, charges and expenses for running and operating all machines equipments and installations comprised in the Common Areas (including lifts, generators, intercom, water pump with motor, Club related equipment's, electricity, light fittings etc.,) and also the costs of repairing, renovating and replacing the same and also the Parking Spaces
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.
4. **ASSOCIATION:** Establishment and all other expenses of the the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any unit).
6. **AMC & INSURANCE:** Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Project (except individual units) and/or any Common Areas and also the Parking Spaces or

any part thereof against normal degeneration or damages and/or force majeure events including earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).

7. COMMON UTILITIES: Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. RESERVES: Creation of funds for replacement, renovation and/or other periodic expenses.
9. PARKING SPACES: All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair, replacement, renovation, overhaul, in respect of the Parking Spaces including Mechanical Parking System and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.
10. OTHERS: All other expenses and/or outgoings including litigation expenses as are incurred by the Owner, the Promoter, the Association for the common purposes.

PART-9

CHAIN OF TITLE

- a) By a Sale Deed dated 24th August 1926 and registered with the Sub- Registrar, Sealdah in Book I Volume No. 29 Pages 165 to 175 Being No.2069 for the year 1926, one Manick Lal Mallick, for the consideration therein mentioned, sold conveyed and transferred to the A Ching **ALL THAT** the Entire Land absolutely and forever.
- b) The said A Ching died intestate leaving him surviving his only son namely Yuet Khew Au who upon his death inherited and became entitled to the Entire Land.
- c) The said YuetKhew Au died on or about the year 1944 and leaving him surviving his wife namely Au Tang, five sons namely Yiu Wah Au, Yiu Chung Au, Yiu Tong Au, Yiu Ting Au, Yiu Ming Au and four daughters namely Lana Helen Lan Heong Lee, Lena Ying Tham (also known as Lien Ying Attoo), Lai Chun Leong, Lai Sheong Woodrum as his only heirs and legal representatives. Before his death the said YuetKhew made and published his Last Will and Testament dated 8thAugust1944 whereby and whereunder he appointed his wife Au Tang as Executrix who obtained Probate of the said Will from the High Court of Judicature at Fort William in Bengal on 22nd December 1944. By virtue of the said Will, the said Au Tang, Yiu Wah Au, Yiu Chung Au, Yiu Tong Au, Yiu Ting Au, Yiu Ming Au, Lana Helen Lan Heong Lee, Lena Ying Tham, Lai Chun Leong and Lai Sheong Woodrum each became entitled to undivided one-tenth shares each in the Entire Land.
- d) The said Au Tang died intestate on 17th January 1974 leaving her surviving her said five sons and four daughter as her only heirs and legal representative who all nine upon his death inherited and became entitled to her one-tenth part or share of the Entire Land in equal share.
- e) The said Yiu Wah Au, Yiu Chung Au, Yiu Tong Au, Yiu Ting Au, Yiu Ming Au, Lana Helen Lan Heong Lee, Lena Ying Tham, Lai Chun Leong and Lai Sheong Woodrum had jointly executed an Agreement for Sale dated 18th February, 2009 agreeing to sell and transfer the Entire Land to the Owners hereto on the terms and conditions therein contained.
- f) The said Yiu Wah Au died intestate leaving his wife namely Gan Tsui Au and two daughters namely Mei Chieu Au (also known as Mei Chien Au) and Loren Tham(also known as Loren Au Tham) his only heirs, and legal representative who are all jointly inherited his share in the Entire Land.
- g) The Owners instituted a suit being Title Suit No. 24 of 2013 before the Ld. Senior Civil Judge at Sealdah praying for specific performance of the said agreement dated 18thFebruary, 2009 and other ancillary relief thereto. The said suit was decreed on contest on 25th November 2013 by the Ld. Court directing that the said Yiu Chung Au, Yiu Tong Au, Yiu Ting Au, Yiu Ming Au, Lana Helen Lan Heong Lee, Lena Ying Tham, Lai Chun Leong, Lai Sheong Woodrum, GanTsui Au, Mei Chien

Au and Loren Au Tham to execute and register proper Deed of Conveyance in favour of the Owners herein in terms of the said Agreement for Sale.

- h) Since the said Yiu Chung Au and other defendants did not comply with the said Judgment and decree, the Owners filed an Execution Case being Title Execution Case Nos. 4 of 2014 in the said Court and deposited the balance consideration in the Court pursuant to which by Order dated 24th April 2015 the Court appointed a Court Officer to present the deed of conveyance before the Additional District Sub Registrar, Sealdah. In compliance of such order, the Entire Land was sold conveyed and transferred to the Owners herein absolutely and forever, by a Sale Deed dated 24th April 2015 and registered with Additional District Sub Registrar, Sealdah in Book No.I CD Volume No.4 Pages. 140 to 161 Being No.1340 for the year 2015 by the Sale Deed between Yiu Chung Au, Yiu Tong Au, Yiu Ting Au, Yiu Ming Au, Lana Helen Lan Heong Lee, Lena Ying Tham, Lai Chun Leong, Lai Sheong Woodrum, GanTsui Au, Mei Chien Au and Loren Au Tham represented by the Registrar, Court Officer duly appointed as aforesaid as Vendors and the Owners hereto as purchasers.
- i) The Owners herein caused their names to mutated in the records of the Kolkata Municipal Corporation under Assessee No. 11-055-06-0028-6 in respect of the Entire Land.
- j) By the Development Agreement dated 14th July 2018 and registered with District Sub-Registrar-III South 24 Parganas in Book I Volume No. 1603-2018 Pages 92380 to 92444 Being No. 160302920 for the year 2018 ("**Development Agreement**") the Owners, inter alia, did thereby grant to the Promoter the exclusive right to develop the Project Land by constructing, amongst others, the Designated Block at the Project for mutual benefits and for the consideration and on the terms and conditions therein contained. Under and in terms, of the Development Agreement, it was, inter alia, agreed between the Owners and the Promoter as follows:-
1. The consideration receivable from sale of the Units (including the Designated Apartment) and other transferable areas shall belong to the Owners and the Promoter in the ratio of 50%:50% respectively and the entire Other Costs and Deposits shall exclusively belong to the Promoter;
 2. All consideration and Other Costs and Deposits and other amounts shall be payable by the intending buyers to the Promoter, whose acknowledgement and receipt of the same shall bind the Promoter as well as the Owners and the same shall be deposited in a designated special account for remittance to the parties as per the terms and conditions of the Development Agreement.
 3. The Owners would join in as party to the agreements for sale that may be entered into by the Promoter for sale of any Unit or other saleable area and also upon construction and completion of the Designated Block at the Project to complete the sale and transfer of the said share in the land and all and whatever their share, right, title and interest in the such Units including Designated Apartment.
- k) The plans for construction of the Designated Block at the Project has been sanctioned by the Kolkata Municipal Corporation vide Building Plan No. 2019060039 dated 5th December 2019.

SCHEDULE 'B'

(PLAN)

SCHEDULE 'C'**PART-I****TOTAL PRICE**

The Total Price payable by the Allottee to the Promoter shall be Rs._____.00 (Rupees_____) only.

PART-II**OTHER COSTS AND DEPOSITS**

The amount of Other Costs and Deposit so far computed is Rs._____.00 (Rupees_____) only.

PART-III**PAYMENT PLAN**

The Total price as mentioned in Part-I of this Schedule shall be paid by the Allottee to the Promoter in installments as follows:

Sl. No.	Particulars	Amount in Rs.P.**
1.	10% of the consideration as booking amount at or before the execution hereof;	_____.00
2.	10% of the consideration as further earnest money within 7 days of completion of Piling/foundation work of the Designated Block;	_____.00
3.	5% of the consideration as further earnest money within 7 days of completion of ground floor roof casting of the Designated Block;	_____.00
4.	10% of the consideration as further earnest money within 7 days of completion of first floor roof casting of the Designated Block;	_____.00
5.	5% of the consideration as further earnest money within 7 days of completion of second floor roof casting of the Designated Block	_____.00
6.	5% of the consideration as further earnest money within 7 days of completion of fifth floor roof casting of the Designated Block.	_____.00
7.	5% of the consideration as further earnest money within 7 days of completion of eighth floor roof casting of the Designated Block	_____.00
8.	10% of the consideration as further earnest money within 7 days of completion of eleventh floor roof casting of the Designated Block;	_____.00
9.	5% of the consideration as further earnest money within 7 days of completion of brick work of designated apartment in the Designated Block;	_____.00
10.	5% of the consideration as further earnest money within 7 days of completion of brick work of ultimate floor of the Designated Block;	_____.00
11.	10% of the consideration as further earnest money within 7 days of completion of flooring of the Designated Apartment;	_____.00

12.	10% of the consideration as further earnest money within 7 days of completion of intallation of lifts and VRV in the Designated Wing;	_____.00
13.	10% of the consideration as being the balance consideration within 7 days of receiving intimation from the Promoter to take possession of the Designated Apartment;	_____.00

**Statutory, Legal Charges, Cess and Taxes are Extra.

1. The Other Costs and Deposits shall be paid by the Allottee to the Promoter within the time stipulated in clause 11.2.3(f) hereto.

DATED THIS _____ DAY OF _____ 2022

BETWEEN

BHAIRAMAL GOPIRAM PROPERTIES LLP

....PROMOTER

AND

....ALLOTTEE

AND

MANOJ MODI & ANR.

....OWNER

AGREEMENT

(Unit No. _____ - Block-2)

DSP LAW ASSOCIATES

Advocates

4D, NICCO HOUSE

1B, HARE STREET,

KOLKATA-700001

DISCLAIMER: The Promoter intends to make an application to the Regulatory Authority in terms of the Rules published on 27th July, 2021 upon the office of the authority become operational and ready to receive the same and it is hereby brought to the notice of all concerned that the provisions and contents of this Agreement may undergo modifications or alterations if so required by the Regulatory Authority or under the Real Estate Laws as are being implemented in West Bengal.