

NOTE : THIS IS ONLY A PROFORMA AND IS SUBJECT TO CHANGE**AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE ("Agreement") executed on this____day of _____, 2023

BY AND BETWEEN

1) WIDE RANGE MERCHANTS PVT. LTD. (PAN NO.AAACW5117B), a company within the meaning of the Companies Act, 2013 having its registered office situated at No.C2-54/127, Budge Budge Trunk, P.O. Gobindapur, P.S. Mahestala, Kolkata 700 141 **(2) ARCL PETROCHEMICALS LIMITED (PAN NO.AADCT4857E)**, a company within the meaning of the Companies Act, 2013 having its registered office situated at No.C2-54/127, Budge Budge Trunk, P.O. Gobindapur, P.S. Mahestala, Kolkata 700 141 **(3) ALLIED MARITIME & INFRA ENGINEERING PRIVATE LIMITED (PAN AADCA4566H)**, a company within the meaning of the Companies Act, 2013 having its registered office situated at No.C2-54/127, Budge Budge Trunk, P.O. Gobindapur, P.S. Mahestala, Kolkata 700 141 **(4) YOCNEX CHEMICALS PRIVATE LIMITED (PAN AABCY0818J)**, a company within the meaning of the Companies Act, 2013 having its registered office situated at No.C2-54/127, Budge Budge Trunk, P.O. Gobindapur, P.S. Mahestala, Kolkata 700 141 **(5) NOCNEX CHEMICALS PRIVATE LIMITED (PAN AAGCN3474L)**, a company within the meaning of the Companies Act, 2013 having its registered office situated at No.C2-54/127, Budge Budge Trunk, P.O. Gobindapur, P.S. Mahestala, Kolkata 700 141 and represented by its Director Anil Kumar Singh (PAN NO. AOZPS1290K)(AADHAAR NO.3956 0760 4398), son of Shree Kariya Singh, working for gain at No.C2-54/127, Budge Budge Trunk Road, P.O. Gobindapur, P.S. Mahestala, Kolkata 700141**(6) OCLIM ADVISORY SERVICES PRIVATE LIMITED (PAN NO.AAHCM0206E)**, a company within the meaning of the Companies Act, 2013 having its registered office situated at No.C2-54/127, Budge Budge Trunk, P.O. Gobindapur, P.S. Mahestala, Kolkata 700 141, all represented by their constituted Power of Attorney Mr. Sushil Kumar Agarwal (PAN AGQPA1323C), son of Shri Indra Chand Gupta residing at No.464, S. N. Roy Road, P.S. Behala, P.O. Sahapur, Kolkata 700038 hereinafter collectively referred to as the '**CO-OWNERS/CONFIRMING PARTIES**', (which term or expression shall unless excluded by or repugnant or contrary to the subject or context mean and include and be deemed to mean and include their respective legal heirs, executors, successors, administrators, legal and personal representatives and

assigns) of the **FIRSTPART**

AND

SKDJ PARNASHREE HOME LLP (PAN ADIFS0514N), a limited liability partnership firm registered under the Limited Liability Partnership Act 2005 having its registered office at Room No.8, 9th floor, Shantiniketan Building, 8, Camac Street, P.S. Shakespeare Sarani, P.O. Circus Avenue, Kolkata 700 017 and represented by its Designated Partner Mr. Sushil Kumar Agarwal (PAN AGQPA1323C), son of Shri Indra Chand Gupta residing at No.464, S. N. Roy Road, P.S. Behala, P.O. Sahapur, Kolkata 700038 hereinafter referred to as the '**OWNER/PROMOTER/DEVELOPER**', (which term or expression shall unless excluded by or repugnant or contrary to the subject or context mean and include and be deemed to mean and include its successors, successors in office, successors in interest and assigns) of the **SECOND PART;**

AND

[If the Allottee is a company]

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

[OR]

[If the Allottee is a Partnership]

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

[OR]

[If the Allottee is an Individual]

 , son of _____

(INCOME TAX PAN

), (AADHAAR NO. _____

), by faith Hindu, by nationality Indian, by occupation business and at present
 residing at _____

 , hereinafter referred to as he '**ALLOTTEE**' (which expression shall unless
 repugnant to the context or meaning thereof be deemed to mean and include
 his/her heirs, executors, administrators, successors-in-interest and permitted
 assignees), of the **THIRD PART**

[OR]

[If the Allottee is a HUF]

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

The Co-Owners/Confirming Parties, Owner/Promoter/Developer and the Allottee
 shall hereinafter collectively be referred to as the '**Parties**' and individually as a
 '**Party**'.

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

WHEREAS:-

- A. The Owner/Promoter/Developer alongwith the Co-Owners/Confirming
 Parties are the absolute and lawful owners of **ALL THAT** the various
 pieces and parcels of Bastu/Bahutal Abason land containing by estimation
 an area of 49 cottahs of land (be the same a little more or less) comprised
 in Dag No.309 and 323, J.L. No.2, R.S. Dag No.83, Touzi No.346

appertaining to R.S. Khatian Nos.2743 and 8653, Mouza Behala, being Municipal Premises No.142A, Upendra Nath Banerjee Road, Behala, Kolkata (hereinafter referred to as the said **PREMISES** morefully and particularly mentioned in the **FIRST SCHEDULE** hereunder written). The Devolution of Title in respect of the said Premises is annexed hereto and marked as **Annexure 'A'**.

- B.** With the intent to carry out development of the said Premises, the Co-owners/Confirming Parties have entered into a Development Agreement dated 30TH March 2021 duly registered with the Additional Registrar of Assurances, Kolkata in Book No.I, Volume No....., Pages to being Deed No..... with the Owner/Promoter//Developer for construction of residential building and/or residential project/building and/or residential projects at the said Premises for the consideration and subject to the terms and conditions contained and recorded in the said Agreement (hereinafter referred to as the said DEVELOPMENT AGREEMENT).
- C.** Pursuant to the said Development Agreement the Promoter has obtained a sanctioned Plan being Building and/or residential project Permit No..... from the Kolkata Municipal Corporation (KMC) (hereinafter referred to as the "BUILDING PLAN" and shall mean and include all modifications/alterations made therein as permitted under the Act and as may be approved by the concerned authorities) for construction of a residential project comprising of two Building and/or Towers each of a basement, ground plus 11 upper floors together with dependent/independent **car parking spaces** in the basement and ground floor hereinafter referred to as the Project/Residential Project/**Phase I** Project forming part of the Housing Complex to be commonly known as PARNASREE SKYWAY.
- D.** Subsequent to the said Development Agreement the Confirming Parties by several agreements all registered at the office of D.S.R II, Alipore, South 24 Parganas, have agreed to sell and transfer their respective right title interest into or upon the said property unto and in favour of the Property for the consideration and subject to the terms and conditions mentioned therein.
- E.** It has been agreed by and between the Co-owners and the Promoters that in as much as the right of development in respect of the said Property has been conferred upon the Promoter and the Co-owners shall be executing the deeds of conveyances in respect of the said property in favor of the Promoter in terms of the Agreements for Sale, by a Supplemental Agreement dated ----- it has been agreed that the Promoter shall be entitled to enter into agreement for sale and

transfer in respect of the various flats/units and/or any other spaces, to form part of the said Project in its own name and to receive realize and collect the amount of consideration and other amounts in its own name and to grant effectual receipts and/or discharges therefore without any right on the part of the Confirming Parties or any one of them and for the purpose of perfecting the title of the intending purchasers the Confirming Parties have agreed to be a party to any agreement and/or deed as may be necessary and/or required and the Promoter and/or its nominee shall be entitled to sign all such agreements and/or deeds on behalf of the co-owners/confirming parties and for the purpose facilitating the same and for the purpose of giving effect to the said Supplemental Agreement the Confirming Parties have executed a Power of Attorney dated ----- -- in favour of the Nominees of the Developer which has been registered at the office of -----.

- F. In terms of the Development Agreement, the various Registered Agreement for Sale and the Supplemental Agreement executed between the Owners/Promoter/Developer and the Co-Owners/Confirming Parties, the Owner/Promoter/Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Co-Owners/Confirming Parties and the Owners/Promoter/Developer regarding the said Premises on which the **Phase I** Project is to be constructed has been completed.
- G. The Owner/Promoter/Developer has registered the **PHASE I** Project as "Parnasree Skyway (Phase I)" under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata on__under registration no.....
- H. The Allottee is desirous of acquiring on ownership basis ALL THAT the flat/apartment/unit No..... on the Floor of Tower No..... lying and situated at Municipal Premises No.142A, Upendra Nath Banerjee Road, Behala, Kolkata in the Residential Project/Phase I Project having a carpet area of Sq.ft more or less (hereinafter referred to as the "**ALLOTTED APARTMENT/UNIT**" and more fully and particularly described in the Part A of the **SECOND SCHEDULE** hereunder written) TOGETHER WITH the facility to park _____ no/s of medium sized road worthy car/s in the dependent/independent car parking space/spaces in the Basement/Ground Floor/_____ (to be earmarked, identified and designated by the Promoter from within the car parking space/s as envisaged in the BUILDING PLAN

at or before the possession of the Allotted Unit) TOGETHER WITH the right to use in harmony with other allottees the common parts and portions, facilities and amenities more fully and particularly described in the THIRD SCHEDULE hereunder written TOGETHER WITH undivided impartible variable share or interest in the land comprised in the said premises (hereinafter referred to as the "Unit and the Properties Appurtenant Thereto" and more fully and particularly described in the Part B of the **SECOND SCHEDULE** hereunder written) and forming part of the Housing complex to be commonly known as PARNASREE SKYWAY.

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

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

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

- 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 transfer and the Allottee/s hereby agree/s to purchase and acquire the said Unit and the Properties Appurtenant Thereto for the consideration and subject to terms and conditions as hereinafter appearing.
- M. The Parties are desirous of recording the same in writing.

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) COMMENCEMENT AND TERMS

This Agreement has commenced and/or shall be deemed to have commenced on and from the date of execution of agreement (hereinafter referred to as the COMMENCEMENT DATE) and shall remain valid and subsisting unless terminated in the manner as hereinafter appearing.

2) TERMS:

2.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell and transfer to the Allottee/s and the Allottee/s hereby agree/s to purchase and acquire, the said Unit and The Properties Appurtenant Thereto morefully and particularly described in the **SCHEDULE** hereunder written;

2.2 The Total Consideration Price for the Allotted Unit based on the carpet area is Rs...../- (Rupees.....) only ("Total Consideration

Price/Purchase Price") calculated at the rate of Rs. _____ per Sq.Ft of the carpet area as also mentioned in **Memo Of Consideration** hereunder written.

2.3 The Total Price for the said unit shall mean and include the Purchase Price as aforesaid, the Deposits and Charges as provided in clause 2.15 hereinafter written and the Taxes thereon, break up whereof is as follows:

Head	Price
TOTAL CONSIDERATION AMOUNT/PURCHASE PRICE	Rs. _____/- (A)
TOTAL DEPOSITS AND CHARGES IN TERMS OF CLAUSE 2.15 BELOW	Rs. _____/- (B)
Add: GST ON PURCHASE PRICE	Rs. _____/- (C)
Add: GST ON EXTRAS AND DEPOSITS	Rs. _____/- (D)
TOTAL PRICE (A+B+C+D):	Rs. _____/-

Explanation:

- (i) The Total consideration price above includes the booking amount paid by the Allottees to the PROMOTER towards the Unit and the Properties Appurtenant thereto.
- (ii) The Total price above includes Taxes (consisting of tax paid or payable by the PROMOTER by way of GST and Cess or any other similar taxes which may be levied in connection with the construction of the residential project payable by the PROMOTER upto the date of handing over the possession of the Unit and the Properties Appurtenant thereto. Provided that in case of any change/modification in the taxes, the subsequent amount payable by the Allottees to the PROMOTER shall be increased and/or reduced based on such change/modification.
- (iii) The PROMOTER shall periodically intimate in writing to the Allottees the amount payable as stated above alongwith the taxes thereon and the Allottees shall make payment demanded by the PROMOTER within the time and in the manner as specified therein. In addition, if required by the

Allottee, the PROMOTER shall provide the Allottees the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies have been imposed or become effective. In case of non-payment of Taxes, the Allottees would indemnify the Promoter not only for the Tax Amount, but also for any interest penalty charged by the Competent Authority for the same.

- (iv) The Total Price of the Unit includes recovery of price of land, construction of common areas, internal development charges, cost of providing electric wiring and electrical connectivity to the apartment, lift, water line and plumbing, finishing with the paint of exterior walls of the new building and/or residential project, tiles, doors, windows, firefighting equipment's and fire detection in the common areas and cost of providing materials in the said Unit in terms of the specifications provided in **FOURTH SCHEDULE**;
 - (v) The tax deduction at source (TDS) under the Income Tax shall be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee shall provide proper evidence thereof to the Promoter within 30(Thirty) days of such deduction. If such deposit of TDS is not made by the Allottee to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee under this Agreement and the amount thereof shall be treated as outstanding.
- 2.4 The Total Price is escalation-free, save and except increases which the Allottees hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The PROMOTER undertake and agree that while raising a demand on the Allottees for increase in development charges, cost/charges imposed by the competent authorities, the PROMOTER shall enclose the relevant notification/ order /rule / regulation to that effect along with the demand letter being issued to the Allottees, which shall only be applicable on subsequent payments.
- 2.5 The said total price shall be paid in the manner as provided for in the Payment Plan as provided in **SIXTH SCHEDULE** hereunder written by the Allottees to the PROMOTER.

- 2.6 The timely payment of all the amounts payable by the Allottees under this agreement (including the total price) is the essence of the contract. An intimation forwarded by the PROMOTER to the Allottees that a particular milestone of construction has been achieved shall be sufficient proof thereof. The PROMOTER demonstrating dispatch of such intimation to the address of the Allottees by email or by any other electronic media shall be conclusive receipt thereof by the Allottees and shall not be a plea or any execute for nonpayment of any amount or amounts.
- 2.7 In the event of delay and/or defaults on the part of the Allottees in making payment of any GST, TDS or any other tax, levies, cess, etc then without prejudice to any other right or remedies available to the PROMOTER under this Agreement or under any applicable law, the PROMOTER shall be entitled to adjust against any subsequent amounts received from the allottee, the said unpaid tax levy, cess, etc along with interest, penalty etc payable thereon, from the due date till the date of adjustment.
- 2.8 The PROMOTER shall have the right to provide discount on early payments as may be agreed between the parties in writing.
- 2.9 It is agreed that the PROMOTER/Promoter shall not make any additions and alterations in the sanctioned plan, layout plans and specifications and the nature of fixtures, fittings and amenities in respect of the said Unit without the previous written consent of the Allottees as per provisions of the Act PROVIDED HOWEVER that in the event of the Allottees requiring any alteration and/or modification and the same is permissible in law, the PROMOTER may cause the same to be done upon payment of such amount as may be mutually agreed upon and reduced in writing it being further agreed that in the event of the Promoter making any modification/alteration in the sanctioned plan as permissible in accordance with the building and/or residential project rules of Kolkata Municipal Corporation and other statutes, the Promoter shall be entitled to do so long as the same does not affect the Unit intended to be acquired by the Allottees and the Allottees hereby consent to the same and no further consent of the Allottees shall be necessary and/or required.
- 2.10 The PROMOTER shall confirm the final carpet area that has been allotted to the Allottees after the construction of the building and/or residential project is complete and the occupancy certificate is granted by the competent authority, by furnishing details of changes, if any, in the carpet areas. The total price payable for the carpet area shall be recalculated upon confirmation by the

PROMOTER. If there is reduction in the carpet area then the PROMOTER shall refund the excess money paid by the Allottees within forty five days from the date when such an excess amount was paid by the Allottees. If there is any increase in the carpet area, allotted to the Allottees, the PROMOTER may demand that from the Allottees as per the next milestone of the Payment Plan as provided in **SIXTH SCHEDULE**. All these monetary adjustments shall be made at the same rate per square feet as provided in clause 2.2 of this Agreement.

2.11 The Allottees acknowledges that the certificate which may be given by the Architect of the said Residential Project certifying the Carpet Area to comprise in the said Unit shall be binding on the parties hereto.

2.12 Upon full payment of the total purchase price and other amounts to be paid in terms of this agreement, the PROMOTER agree and acknowledge, the Allottees shall have the right to the Unit as mentioned below:

- i) The Allottees shall have exclusive ownership of the Apartment/Unit.
- ii) The Allottees shall also have undivided proportionate share in common parts and portions. Since the share of the Allottees in the common parts and portions is undivided and cannot be divided or separated, the Allottees shall use the common parts and portions along with other occupants, maintenance staff etc without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common parts and portions to the association of Allottees after duly obtaining completion certificate from the competent authority as provided in the Act.
- iii) For the purposes of compliance of the provisions of Section IV (d) of the said Act the total purchase price includes recovery of price of land, construction of not only the Unit but also the common areas, internal development charges, cost of providing electric wiring and electrical connectivity to the apartment, lift, water line and plumbing, finishing with the paint of exterior walls of the new building and/or residential project, tiles, doors, windows, firefighting equipment's and fire detection in the common areas and cost of providing materials in the said Unit in terms of the specifications provided in the **FOURTH SCHEDULE**.

2.13 It is made clear by the PROMOTER and the Allottees agrees that the said Allotted Unit along with the facility to park the medium sized road worthy cars

in the car parking space/s as designated shall be treated as a single indivisible unit for all purposes. It is agreed that the Residential Project is an independent, self-contained project covering the land and is not part or any other project or zone and shall not form part of and/or linked/combined with any project in its vicinity or otherwise except for the purpose of integration of Common parts and portions, Facilities and Installations for the benefit of the Allottees. It is clarified that Project's common parts and portions, facilities and amenities shall be available only for use and enjoyment of the Allottees of the Phase I Project and Phase II Project.

2.14 The Allottees have paid a sum of Rs./- (Rupeesonly) as booking amount being part payment towards the Total Consideration Price of the Unit and the Properties Appurtenant thereto at the time of application the receipt of which the OWNER/PROMOTER/DEVELOPER hereby acknowledges and the Allottees hereby agrees to pay the remaining total price of the Unit/unit and the Properties Appurtenant thereon as prescribed in the Payment Plan set out in **SIXTH SCHEDULE** as may be demanded by the PROMOTER within the time and manner as specified therein. Provided that if the Allottees delays in payment towards any amount for which is payable, the Allottees shall be liable to pay interest at the rate specified in the Rules or at such rate which is not more than the Prime Lending Rate of State Bank of India plus 2% p.a. whichever is higher.

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

- (a) **Maintenance Deposit** – The Allottee shall pay **Rs./-** towards Maintenance Deposit and the same shall be refundable in nature subject to the same not being adjusted from the defaulted payment of CAM Charges. The Promoter shall transfer the maintenance deposit as advanced by the Allottees to the Association of Allottees as and when the same is formed subject to clause.....
- (b) **Sinking Fund**–The Allottee shall pay **Rs...../-** on account of Sinking Fund and the same shall be used for meeting any expenditure of capital nature related to the said residential project. The Promoter shall transfer the sinking fund as corpus fund to the Association of Allottees as and when the same is formed by the Allottees.

- (c) **HT/LT/Transformer Charges** – The Allottee shall pay **Rs.____/- towards HT/LT/Transformer** alongwith GST as applicable to the Promoter.
- (d) **Generator Charges** – The Allottee shall pay **Rs. 25,000/- per KVA** of the requested load along with GST as applicable to the Promoter. **(Mandatory Minimum Load for 3bhk Unit is 3 KVA and for 4bhk unit is 4KVA).**
- (e) **CESC Meter Charges** – The Allottee shall pay **on actuals** as per the demand of CESC **(Application to be made by Allottee).**
- (f) **Legal Charges** – The Allottee shall pay **Rs.30/- per sq.ft.** on carpet area alongwith GST as applicable to the Promoter.
- (g) **Association Formation Charges**– The Allottee shall pay **Rs. 5000/- (Rupees Five Thousand)** only per unit to the Promoter.
- (h) **Club Development Charges** – The Allottee shall pay Rs. ____ towards Club Development Charges.
- (i) **Property Tax Deposit** – The Allottee shall pay Rs. ____ towards Property Tax Deposit.
- (j) **Incidental Charges** for facilitating the process of registration on commission (at the office of the promoter) basis.

3) **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee Cheque/Demand Draft/Banker's Cheque or online payment (as applicable) in favour of ".....", payable at **Kolkata**.

4) **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 4.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Rules and Regulations made there under or any statutory amendments (s)/ modification (s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign

Exchange Management Act, 1999, or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 4.2 The Promoter accepts no responsibility in regard to matters specified in para ...above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

5) ADJUSTMENT/APPROPRIATION OF THE PAYMENTS:

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

6) TIME IS ESSENCE:

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the construction/time schedule for completing the Project and handing over of the Unit to the Allottee and the common areas to the Association of the Allottees or the competent authority, after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to the execution of the deed of the conveyance by the Allottees. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/ her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **SIXTH SCHEDULE** ("Payment Plan").

7) CONSTRUCTION OF THE RESIDENTIAL PROJECT/UNIT:

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

8) POSSESSION OF THE UNIT:

8.1 Schedule for possession of the said Unit: The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee and the common parts and portions to the Association of Allottees (Any stamp duty, fees or charges for handing over the common parts and portions shall be borne by the Allottee and/or the Association of the Allottee) or the competent authority, as the case may be, is the essence of the Agreement. The Promoter, based on approved plans and specifications, assures to hand over possession of the Unit along with ready and complete common parts and portions with all specifications, installations and facilities of the Residential Project in place within (hereinafter referred to as the "**Completion Date**"), unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the

Allottee the entire amount received by the Promoter from the allotment within 90 days from the receipt of the insurance money. 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.

8.2 Procedure for taking possession -The Promoter, upon obtaining the occupancy certificate or completion certificate (which may be partial), whichever be applicable, from the competent authority shall offer in writing/notice (**DATE OF OFFER OF POSSESSION**) to take the possession of the Unit, to the Allottee in terms of this Agreement to be taken within 90 (Ninety) Days 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 property taxes, maintenance charges, water charges (if any) and all other outgoings in respect of the Allotted Apartment/Unit as determined by the Promoter/Association of Allottees/Appropriate Authorities, as the case may be from the date of such notice irrespective of whether the Allottee has taken over the physical possession of the Flat or not.

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

8.4 Possession by the Allottee-After obtaining the

occupancy/completion certificate (as applicable) and handing over physical possession of all the Units to the allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common parts and portions, to the association of the allottees or the competent authority, as the case may be, as per the local laws.

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

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

8.6 Compensation - The Promoter and the Owner shall compensate the Allottee in case of any loss caused to him/her due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in clause 8.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 (Forty Five) days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over the possession of the Unit.

9) REPRESENTATIONS, DISCLAIMERS, DISCLOSURES AND WARRANTIES OF THE PROMOTER:

The Promoter and the Owner hereby represents and warrants to the Allottee

as follows:-

- (i) The Promoter and Owner have clean and marketable title with respect to the said Premises. The Promoter has requisite rights to carry out development upon the said Premises and absolute, actual, physical and legal possession of the said Premises for the Project.
- (ii) The Promoter and the Owner have lawful rights and requisite approvals from the competent authorities to carry out development of the Project.
- (iii) There are no encumbrances upon the said Premises or the Project. However, for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the Promoter may create mortgage and/or charge on the said Premises or any part thereof, and the Allottee hereby consents to the same **Provided However that** at the time of execution of the Deed of Conveyance/transfer in terms hereof, the Promoter assures to have the said Unit released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoter.
- (iv) There are no litigations pending before any Court of law or authority with respect to the said Premises, Project or the Unit till the date of handing over the Project or the Unit.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Premises and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Premises, Building and/or residential project and Units and common parts and portions.
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee intended to be created herein, may prejudicially be affected.
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Premises, including the Project and the said Unit which will, in any manner,

affect the rights of Allottee under this Agreement.

- (viii) The Promoter/Owner confirms that the Promoter/ Owner is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement.
- (ix) At the time of execution of the Conveyance Deed the Promoter/Owner shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee and the common areas to the Association of the Allottees or the competent authority, as the case may be.
- (x) The said Premises is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Premises.
- (xi) The Promoter and Owner has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the occupancy/completion certificate has been issued and possession of Unit or Project, as the case may be, alongwith, common areas (equipped with all the specification, amenities and facilities) has been handed over to the Allottee and the Association of Allottees or the competent authority, as the case may be.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Premises and/or the Project.
- (xiii) The property is not Waqf property.
- (xiv) At or before execution of this Agreement the Allottees have assured and confirmed the Promoter as follows:
 - i) That the Allottees are satisfied with the title of the OWNER/PROMOTER/DEVELOPER and the CO-OWNERS/CONFIRMING PARTIES in respect of the said Premises after having conducted and completed to their independent due diligence and title verification in respect of the Said Premises as also the compliance and/or non-compliance, if any, by the Promoter of all/any applicable law(s), notification(s), rule(s), etc., and after having carried out a physical inspection of the Said Premises and further after inspecting, examining and perusing all the title deeds pertaining inter alia to the Title, papers, documents, etc., (including the various

covenants, terms, conditions, etc., respectively stipulated therein) related inter alia to the Said Premises including but not limited to the Said Premises including but not limited to amongst others, the Specifications, approvals, etc., for the Project, the deeds, papers, documents, details, schedules, etc., referred to and/or specified under the Act and the Rules as also those referred to and/or described herein, each of which have from time to time been provided by the Promoter to the Allottees and the Allottees confirm(s) and acknowledge(s) receipt of the copies thereof, which are in the custody and possession of the Allottees, and the Allottees having understood and/or having complete and due notice and knowledge of, and after fully satisfying themselves have accepted, without any reservation, each of the aforesaid including the right of the Promoter as stipulated in this Agreement, and inter alia:-

- a) the right, title and interest of the Owner/Promoter/Developer and the Co-Owners to/over/in respect of the Said Premises and the right of the Owner/Promoter/Developer to develop and deal with the residential Project intended to be constructed/developed on the Said Premises;
- b) the nature, state, condition and measurement of the Said Premises and the Residential Project, as applicable, and the manner in which the same is/are presently intended to be used;
- c) the facility to park private medium sized road worthy car(s) within the car parking Space/s as designated, comprises an integral and inseparable part of the Said Apartment, subject to due compliance by the Allottees of each of the stipulated terms, to the satisfaction of the Promoter;
- d) the proposed location, lay out plan and the dimensions of each of the Units and the Car parking Space/s;
- e) the Common Areas which are intended to form a part of the Project;
- f) the laws/notifications and rules applicable to the area where the Said Premises is situated, in general, and the Project and similar projects, in particular;
- g) the present estimated respective Carpet Area of the Said Unit and the manner of calculation thereof;
- h) the nature and the extent of the rights and benefits proposed to be granted and/or extended to the Allottees as

also the several obligations to be performed and fulfilled by the Allottees, each to the satisfaction of the Promoter;

- i) the terms, conditions, covenants, stipulations, restrictions, reservations and obligations in the matter of acquiring freehold title in respect of the Allotted Unit, the manner and method of use and enjoyment of the Allotted Unit and the car parking Space/s as designated as well as the covenants running with the land, the Allotted Unit, the Car parking Spaces as designated and the other parts and portions of the Phase I Project.
- j) that the Car parking Space/s provided in the Residential Segment are for the benefit of the Allottee/s or occupant/s of the Project. The car parking Space/s have to be earmarked to the Allottees for facilitating the smooth functioning and use of car parking Space/s. In the absence of such earmarking of Car Parking Space/s, the use of the car parking Space/s would result in disharmony and periodical disputes amongst the Allottees/occupants of the various Apartments. In view of the same the Allottee/s hereby irrevocably authorizes the Promoter to earmark Car parking Space/s to the Allottee/s at their discretion in the mutual interest of one and all in order to maintain peace, cordiality and harmony among the Allottees/Occupants of the various Apartments. The Allottee/s further declares that they are bound by such earmarking of car parking Space/s and will not question the authority of the Promoter in doing so and further desist from making any issue or claims in respect thereto.
- k) the Specifications as also the measurements, dimensions, designs and drawings
- l) the state and condition in which the Said Unit and Properties Appurtenant Thereto if any are intended to be handed over to the Allottees subject to compliance by the Allottees of each of the stipulated terms to the satisfaction of the Promoter;
- m) the Promoter is entitled to the Additional FAR, whereupon subject to compliance with the provisions of Section 14 of the Act and Section 9 (3) of the Rules and as provided for in this Agreement, the Promoter shall be entitled to and would be well within its right to alter, modify, amend, revise etc.

the Plan and to undertake any further and/or additional construction(s) at the Project including constructing further upper floors above the topmost floor as it presently stands sanctioned, as a consequence whereof such floor shall not remain as the topmost floor of the Building and/or residential project, and the Promoter shall be further entitled to connect such further and/or additional construction(s) with the existing utilities and amenities at the said residential project including all the Common Areas, notwithstanding any temporary disruption caused in the use and/or enjoyment of the Said Unit, and each of such further constructions shall absolutely belong to the Promoter who shall be entitled to deal with the same in such a manner as the Promoter may deem fit and proper, and the Allottees hereby agree(s) and undertake(s) not to do, execute or perform or permit the doing, execution or performance of any act, deed or thing which may prevent the Promoter from undertaking the construction of and/or dealing with or otherwise transferring the aforesaid with full knowledge and acceptance of the fact that the aforesaid shall result in several changes including but not limited to a change in the Undivided Share, and the Allottees covenant(s) and undertake(s) not to object to the same on any ground whatsoever or to claim, demand etc. any compensation, damages etc.;

- n) the right of the Promoter to carry out, implement etc. any variations and/or additions and/or alterations and/or deletions and/or modifications and/or revisions to the Plan, the layout plans and the Common Parts and Portions subject to the terms of this Agreement and subject to compliance with the provisions of Section 14 of the Act and Section 9 (3) of the Rules and the Allottees hereby grant(s) and accord(s) their consent to the same;
- ii) That each of the terms, conditions, covenants, stipulations, restrictions, reservations and obligations recorded herein as well as the covenants running with the Said Residential Project and/or the Said Unit And Properties Appurtenant Thereto and the manner and method of the use and enjoyment of the Said Unit And Properties Appurtenant Thereto including those stated herein, have been arrived at after

mutual discussions and negotiations between/amongst the Parties hereto, each of which have been accepted and voluntarily agreed to by the Allottees (without any coercion and/or influence), none of which can be treated as and/or considered to be oppressive or one-sided or unfair or heavily leaned in favour of the Promoter and/or as imposition of unfair conditions, as each has been formulated/stipulated bearing in mind the nature of the Project which would, inter alia, protect the rights of and/or ensure to the benefit of the Allottees, and therefore are fair and reasonable;

- iii) that the Allottees has sought and obtained independent legal advice and opinion and has caused this Agreement to be vetted by advocates/lawyers appointed by the Allottees;
- iv) that the Allottees have entered into this Agreement after taking into account/ consideration several factors, and thus the quantum of the Total Consideration Price, the Deposits, Extra Payments and all other amounts, charges, costs, deposits, expenses, taxes etc. as stipulated in this Agreement and agreed to be paid by the Allottees, are fair and just;
- v) that upon signing this Agreement, no conditions, stipulations, representations, guarantees, warranties etc. have been made by and/or on behalf of the Promoter other than those if any specifically set forth herein;
- vi) that the Promoter has provided all the information and clarifications as required by and/or requested for from time to time, and the Allottees are fully satisfied with the same, and the Allottees further acknowledge(s) and confirm(s) that the Allottees carefully read the terms, conditions and stipulations contained/recorded in this Agreement and understood the obligations and limitations of the Promoter as set forth herein, as also the obligations and liabilities of the Allottees, and have relied on their own judgment and investigation while deciding to apply to the Promoter for granting the rights and/or permissions (of the specific nature specified herein) in respect of the Said Unit And Properties Appurtenant Thereto, if any, and to execute this Agreement (which is final in all respects), and the Allottees undertakes(s) and covenant(s) to faithfully abide by each of the terms and conditions of this Agreement;

- vii) that in view of the Allottees having agreed to make timely payment of and/or to timely deposit the various amounts including those stipulated herein, and having further undertaken and covenanted to faithfully abide by and comply with and perform and observe each of the terms and conditions stipulated herein, the Promoter has blocked for the Allottees the Said Unit And Properties Appurtenant Thereto; and the Allottees hereby and hereunder undertake(s) and covenant(s) not to make or raise any objection or claim or requisition inter alia in respect of any of the aforesaid, or to make or raise or set up or initiate any claim or demand or action contrary to the aforesaid on any ground whatsoever or howsoever. The Parties hereby confirm that they are entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Land and/or the Project.
- viii) Acknowledges and confirms that he/she/it has verified the existing sanction plan as well as the modified/revised plan proposed to be sanctioned by the Kolkata Municipal Corporation (KMC) and is completely satisfied with the same.
- ix) That is fully satisfied as to the carpet area and/or chargeable area to form part of the said Unit
- x) Acknowledges and confirms that the right of the Allottees shall remain restricted to the Unit intended to be acquired by them and will have no right over and in respect of other Units in the Residential Building and/or residential project.
- xi) Is satisfied that the Residential Project is free from all encumbrances and charges save and except what has been stated in clause 16.1(iii) and that there is no litigation pending in any Court of Law with regard to the said Premises.
- xii) Is satisfied that all approvals, licenses, permits issued by the competent authority with respect to the said project are valid and subsisting and that the same have been obtained by following due process of law.

- xiii) That the PROMOTER are legally competent to enter into this agreement.
- xiv) That the said Premises is not the subject matter of any HUF and that no part of the land forming part of the said Premises is owned by or remains vested in a minor.
- xv) That the said Premises is not subject to any notice of acquisition and/or requisition nor there is any threat or acquisition and/or requisition.
- xvi) That all municipal rates taxes and other outgoings payable in respect of the said Premises has been paid and/or shall be paid by the PROMOTER/Promoter up to the completion of the said Project.
- xvii) Acknowledges that the terms and conditions of this agreement are fair and reasonable.
- xviii) Has obtained independent legal advice and the Advocates so appointed by the Allottees has also caused necessary searches/investigation of title to be made.
- xix) Acknowledges that the said new building and/or residential project is going to be a very prestigious building and/or residential project in the city of Kolkata and as such the Allottees agrees to abide by the terms and conditions herein contained and also the house rules as hereinafter appearing.
- xx) Acknowledges, consents and confirms that the allottee has no objection in the Promoter carrying out construction of additional floor/space on the Said Residential Building and/or residential project/Project subject to permissions of the Kolkata Municipal Corporation.
- xxi) Acknowledges, consents and confirms that none of their guests and/or visitors shall be allowed to utilize the said car parking space, for the purpose of parking visitor's cars and/or vehicles and instead of that shall be allowed to park their respective vehicles on the demarcated visitor's open car parking spaces (if any) within the said residential project, that has been provided by the Promoter/developer and shall

be utilized in common by guests of all allottees within the said Housing Complex.

xxii) The parties have gone through all the terms and conditions set out in this agreement and have understood their respective obligations and rights detailed herein.

xxiii) The parties hereto confirm that they are signing their agreement with full knowledge of all the laws, rules, regulations, notifications etc applicable to the project.

xxiv) 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 not willing to enter into this agreement on the terms and conditions appearing hereinafter

And has agreed not to raise any objection whatsoever or howsoever.

10) HOUSE RULES/USAGE:

10.1 Upon the Allottee taking possession of the said unit the Allottee by a separate covenant has agreed

- i) TO CO-OPERATE with the other co-Purchaser and/or co-buyers and the PROMOTER in the management and maintenance of the said building and/or residential project.
- ii) TO OBSERVE the rules framed from time to time by the PROMOTER and upon appointment of the FMC and/or formation of the Holding Organisation by such FMC and/or Holding Organisation as the case may be.
- iii) TO ALLOW the PROMOTER and/or their authorized representative and upon appointment of FMC, such FMC to enter into the said Unit and/or common parts and areas including the Utility Room, for the purpose of maintenance and repairs.
- iv) TO PAY and bear the common expenses and other outgoing and expenses since the date of possession and also the rates and taxes for and/or in respect of the said building and/or residential project including those mentioned in the hereunder written proportionately for the building and/or residential project and/or common parts/areas and wholly for the said Unit and / or to make deposits on account thereof in the manner mentioned hereunder to or with the PROMOTER and upon

appointment of the FMC to such FMC. Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the said Unit has been taken or not by the Purchaser.

- v) TO DEPOSIT the amounts reasonably required with the PROMOTER and upon appointment of the FMC to such FMC as the case may be towards the liability for the rates and taxes and other outgoings.
- vi) TO PAY charges for electricity in or relating to the said Unit wholly and proportionately relating to the common parts.
- vii) To use the said Unit for residential purposes only and for no other purpose whatsoever or howsoever
- viii) To pay and discharge all existing and future rates and water charges, property taxes, duties, charges, assessments, impositions and outgoings (collectively referred to as "outgoings") whatsoever which now are or at any time in future may be charged, levied, rated, assessed or imposed in respect of the said Unit and/or the proportionate share of the aforesaid outgoings in respect of the common areas of the project on and from the date of offer of Possession. In case any amounts in respect of the above remains unpaid then the same shall be adjusted out of the Property Tax Deposit paid by the Allottee.
- ix) From time to time and at all times to repair and maintain and keep in good and substantial repair and condition the said Unit
- x) To keep the said Unit in a clean and tidy condition and to clean both sides of all windows and window frames and all other glass and other panels in the said Unit

10.2 The Purchaser hereby further covenants by way of negative covenants as follows:

- i) NOT TO sub-divide the said Unit and / or the Parking space or any portion thereof.
- ii) NOT TO do any act deed or thing or obstruct the construction and completion of the said residential project in any manner whatsoever and notwithstanding any temporary obstruction in the Purchaser's enjoyment of the said Unit.
- iii) NOT TO throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and/or residential project and / or compound or any portion of the building and/or residential project except in the space for garbage as may be provided in the ground floor of the said building and/or residential project.
- iv) NOT TO store or bring and allow to be stored and brought in the said Unit any goods of hazardous or combustible nature or which are too heavy as to affect or endanger the structures of the building and/or residential

- project or any portion of any fittings for fixtures thereof including windows, doors, floors etc. in any manner.
- v) NOT TO hang from attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building and/or residential project or any part thereof.
 - vi) NOT TO fix or install air conditioners in the said Unit save and except at the places, which have been specified in the said Unit for such installation.
 - vii) NOT to allow goods, articles or materials of any description to be stored, stocked or displayed on any of the building and/or residential project and/or residential project common parts or otherwise other than in suitable bins and/or receptacles provided for such purpose.
 - viii) NOT to use the said Unit or any part or portion thereof for any political meeting nor for any dangerous noxious or offensive trade or business
 - ix) NOT to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said residential project.
 - x) NOT to permit any sale by auction or public meeting or exhibition or display to be held upon the Unit nor to permit or suffered to be done into or upon the said Unit or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other owners and/or occupiers.
 - xi) NOT to keep in the said Unit any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Unit and/or any other Unit in the said residential project.
 - xii) NOT to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the residential project.
 - xiii) NOT TO create hindrance/obstruction in any manner whatsoever to occupiers of the said new building and/or residential project particularly regarding use of Common Parts and Portions.
 - xiv) NOT TO damage or demolish or cause to be damaged or demolished the said unit or any part thereof or the fittings and fixtures affixed thereto.
 - xv) NOT TO close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the

Verandahs, lounges or any external walls or the fences of external doors and windows including grills of the said unit which in the opinion of the PROMOTER /FMC differs from the colour scheme of the building and/or residential project or deviation or which in the opinion of the PROMOTER/FMC may affect the elevation in respect of the exterior walls of the said building and/or residential project.

- xvi) NOT TO install grills which are protruding the windows, such grills to be fitted only inside the windows and shall be of such as shall be approved by the PROMOTER and / or the Architect and the place where such grills are to be put up shall be as designated or identified by the PROMOTER / Architect / FMC.
- xvii) NOT TO do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Unit or any part of the said building and/or residential project or cause increased premium to be payable in respect thereof if the building and/or residential project is insured.
- xviii) NOT TO make in the said Unit any structural addition and / or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the PROMOTER /FMC and / or any concerned authority.
- xix) THE PURCHASER shall not fix or install any window antenna on the roof or terrace of the said building and/or residential project nor shall fix any antenna excepting that the Purchaser shall be entitled to avail of the central antenna facilities to be provided by the PROMOTER /FMC to the Purchaser and also the other owners of the units in the said Premises at their cost.
- xx) NOT TO use the said unit or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building and/or residential project or to the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Recreation Centre, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not use the car parking space, for anything other than parking of a medium sized road worthy car or two wheeler and shall not raise or put any kutchra or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always in the covered manner as provided, and shall not allow the car parking space

to be used as a Dwelling or for staying of any person and/or blocking by putting any articles shall not be allowed in the car parking space.

- xxi) NOT TO use the car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- xxii) NOT TO park any car on the driveway, pathway or open spaces of the building and/or residential project or at any other spaces except the car parking space allotted to it and shall use the pathways as would be decided by the PROMOTER /FMC/ASSOCIATION OF ALLOTTEES.
- xxiii) TO ABIDE by such building and/or residential project rules and regulations as may be made applicable by the PROMOTER and upon appointment of the FMC/ASSOCIATION OF ALLOTTEES by such FMC/ASSOCIATION OF ALLOTTEES.
- xxiv) NOT TO display or permit any person to display raw meat or sacrificing of animals on the common parts or portions of the said building and/or residential project or at the said premises.
- xxv) NOT TO do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.
- xxvi) In the event of nonpayment of such CAM charges, services and maintenance charges the Allottees/Purchaser shall be liable to pay interest at the rate of 15% per annum to the PROMOTER and upon appointment of the FMC and/or Association of Allottees to such FMC and/or Association of Allottees and in the event such default shall continue for a period of sixty days from the date it becomes due and payable then and in that event without prejudice to any other rights which the PROMOTER and or FMC may have the PROMOTER and / or the FMC shall be entitled to carry out the following namely:-
 1. To discontinue the supply of electricity.
 2. To discontinue / disconnect the supply of water.
 3. To withhold the services of lifts to the Purchaser and the members of their families and visitors and the same shall not be restored until such time the Purchaser having made full payment of the amounts due with interest at the aforesaid rate.
 4. To discontinue the facility of DG power back-up.

The Purchaser/Allottee hereby consents to such action as stated above required to be taken by the Promoter and/or the FMC in case of such default on part of the Purchaser in making payment of the CAM charges and/or other charges applicable.
- xxvii) In the event of non-payment of any of the amounts payable by the Purchaser/Allottee to the PROMOTER / FMC/ Holding Organization, the

PROMOTER / FMC/ Holding Organization as the case may be in addition to above will also be entitled to interest on the amount remaining outstanding at the rate of 15% per annum.

10.3 Each and all of the aforesaid covenants and the negative covenants are independent of each other and are capable of being enforced independently.

11) CAR PARKING:

- 11.1 It is hereby made expressly clear by and between the parties hereto that the Car parking Space/s as earmarked and designated by the Promoter to the Allottees either dependent or independent (hereinafter referred to as the CAR PARKING SPACE/S) shall be used only for the purpose of parking of a medium sized road worthy passenger car and will not be used for any other purposes whatsoever or howsoever and in no event the Allottees shall be entitled to use or cause to be used the car parking space designated to them for the purpose of storage of any materials/equipments and/or parking of any two wheeler alongside any car and/or any equipment and/or any other vehicle that may restrict or obstruct the free access, use and enjoyment of the other spaces by other Allottees.
- 11.2 The Allottee hereby further warrants and confirms that the Allottee shall, upon formation of the Association and/or execution of Deed of Conveyance, as contemplated herein, cause such Association to confirm and ratify and shall not permit the Association to alter or change the allocation of Car parking Spaces in the manner as earmarked, identified and designated by the Promoter to the various Allottees (including the Allottee herein) of the various Units/Apartments in the Buildings/Towers and the Project.
- 11.3 THE Allottees shall not permit anybody to reside in the Car Parking Space/s as designated or use the same for any other purpose other than parking of medium sized road worthy car/s.
- 11.4 THE Allottees shall not park nor shall permit anybody to park the car(s) in the Car Parking Space(s) as designated, in a manner, which may obstruct the movement of other car(s).
- 11.5 In the event of the Allottees washing car(s) or permitting anybody to wash car(s) in the Car Parking Space (s) then and in that event, it will be obligatory on the part of the Allottees to clean up the entire space.
- 11.6 THE Allottees shall not be entitled to make any construction on the said Car Parking

Space(s).

- 11.7 NOT to store nor permit anybody to store any articles or things into or upon the said Car Parking Space(s).
- 11.8 TO abide by all the rules and regulations as may be made applicable for the use of the Parking Space(s) from time to time by the PROMOTER/FMC/ASSOCIATION OF THE ALLOTTTES.
- 11.9 MUST NOT let, or part with the right to use of the designated car parking Space excepting as a whole with the said Unit to anyone else and if required by the PROMOTER/FMC/ASSOCIATION OF THE ALLOTTTEES, the Allottees will give an undertaking and/or sign a document of adherence that the car parking space will be held only for the parking of medium sized road worthy car or two wheeler.

12) Goods and Service Tax (GST)

- 12.1 The Allottees shall be liable to make payment of Goods and Services Tax and any other statutory dues as required under the provisions of law for purchase of the said Unit. The Allottees shall also be liable to pay GST as applicable on the CAM charges.
- 12.2 The Allottees shall make payment of the GST as and when demanded by the promoter and within the stipulated time failing which any cost demands losses incurred by the Promoter/Developer in this regard shall be on account of the Allottees.
- 12.3 In the circumstances whereby the said agreement stands terminated and/or cancelled, the Allottees shall be entitled to recover and/or claim such GST or any other statutory amount paid from the respective statutory authorities to whom such amount has been deposited and the Promoter/Developer shall not be liable for payment of such amount to the allottee and in this regard the allottee hereby indemnifies the Promoter against any costs demands losses incurred on this account.

13) CLUB HOUSE/RECREATION CENTRE AND SKYWALK:

- 13.1 The Promoter has earmarked dedicated Space/s in the said Residential Project for setting up a club house/recreation centre forming part of the common parts and portions, facilities and installations.

- 13.2 The recreation centre shall comprise of various sporting activities and/or facilities including swimming pool, gymnasium.
- 13.3 The recreation centre shall also comprise of a multipurpose community hall which shall be for the use and benefit of the unit owners/holders.
- 13.4 The Promoter shall lay down the rules and regulations to be adopted by the residents for smooth running and operations of the Recreation Centre.
- 13.5 Till such time the Holding Organisation is formed and common parts and portions facilities and installations including the Recreation Centre are handed over to the Holding Organisation the Promoter shall run, operate and maintain the Recreation Centre. The Allottees shall be liable to make payment of the club development charges to the Promoter as defined herein and shall further be liable to make payment of monthly maintenance charges forming part of the CAM charges towards the maintenance of the Recreation Centre.
- 13.6 The Promoter has further agreed to provide a **skywalk** which shall connect the roof of the two towers forming part of the said residential project for the unit holders to walk from one tower to the other.

14) PHASE II PROJECT:

- 14.1 At any given time during the construction of the said residential project the Promoter acquires any land contiguous to the said Premises, the Promoter shall be entitled to amalgamate and/or include the said Residential Project with the said Premises for carrying out construction of further residential/commercial/shopping building/s in terms of the Plan duly sanctioned by the Kolkata Municipal Corporation and/or by modification of the existing plan and all residents of the Phase II project shall be entitled to use all common parts and portions, facilities and installations of the said Premises and/or the existing Residential Project/Phase I Project including the recreation centre and the Allottee shall have no objection in any manner whatsoever or howsoever in respect of such amalgamation and/or the construction of the Phase II project. Similarly, the residents of the existing Residential Project/Phase I project shall be entitled to use all common parts and portions, facilities and installations to be provided in the Phase II project.
- 14.2 The Promoter shall also be entitled to use and/or utilize all common parts and portions, facilities and installations so provided for the said residential project for the purpose of carrying out construction of the Phase II project.

14.3 It is hereby expressly made clear that the Phase II project upon completion shall form part of the said Premises and the Allottees of both the Phase I and the Phase II project shall be entitled to all common parts and portions, facilities and installations so provided in the Phase I and the Phase II project.

15) EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide ready to move in possession of the Unit to the Allottee within the time period specified in para.... Or fails to complete the said Residential Project within the stipulated time disclosed at the time of registration of the said Residential Project with the authority. For the purpose of this para, 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications as specified in the **FOURTH SCHEDULE**, , and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payment, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Unit, alongwith interest at the rate prescribed in the Rules within forty five days of receiving the termination notice;
- (iii) Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Unit,

which shall be paid by the Promoter to the Allottee within forty five days of it becoming due.

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

- (i) In case the Allottee fails to make payments for demands made by the Promoter as per the Payment Plan described in **SIXTH SCHEDULE**, despite having been issued demand in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules.
- (ii) In case of Default by the Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Unit in favour of the Allottee and refund the money paid to the Promoter by the Allottee after deducting the booking amount and the interest liabilities, if any, as well as any loss incurred by the Promoter for rebooking the unit and this Agreement shall thereupon stand terminated.

16) CONVEYANCE OF THE SAID UNIT:

16.1 The Promoter on receipt of total Consideration Price of the Unit alongwith all other charges, extras, deposits and interest on the outstandings (if any) under this Agreement from the Allottee alongwith the applicable taxes and other amounts elsewhere herein mentioned, shall execute a Conveyance Deed and convey the title of the Unit together with proportionate indivisible share in the common parts and portions within 6 (six) months from the date of issuance of the occupancy certificate or the completion certificate, as the case may be, to the Allottee. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the Conveyance Deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall solely be responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 as well as registration and statutory fees/ charges including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

16.2 Provided that, in the absence of local law, the Conveyance Deed in favour of the Allottee shall be carried out by the Promoter within 6 (six) months from the date of issue of occupancy certificate/completion certificate.

However, the Promoter may require execution of the Sale Deed in favour of the Allottee simultaneously with the delivery of possession of the Unit to the Allottee and the Promoter shall not be obliged to deliver possession of the Unit to the Allottee unless the Allottee executes and/or is ready and willing to execute the Deed of Conveyance simultaneously with such delivery of possession. All liabilities owing to such non-registration shall be to the account of the Allottee and the Allottee shall indemnify and keep the Promoter saved harmless and indemnified of from and against all losses damages costs claims demands suffered or incurred to likely to be suffered or incurred by the Promoter.

17) MAINTENANCE OF THE SAID BUILDING AND/OR RESIDENTIAL PROJECT/UNIT/PROJECT:

17.1 The Promoter shall be responsible to provide and maintain essential services in the Residential Project till the taking over of the maintenance of the project by the association of the allottees upon the issuance of the completion certificate of the Residential Project.

17.2 To facilitate the above services, the Promoter and/or the Association of the Allottees (as the case may be) shall decide and charge Common Area Maintenance (CAM) from the Allottees alongwith GST charges, as applicable. The Allottee shall be bound to pay such Common Area Maintenance charge within the due date prescribed in the demand and/or in case the due date is not provided in the demand then within 7 days from the date of receipt of such demand. In the event any Allottee defaults in making payment of monthly CAM charges raised by the Promoter within the due date, the Promoter and/or the Association of the Allottees (as the case may be) shall be entitled to meet such defaulted payment by adjusting from the respective maintenance deposits paid by such Allottee. The terms conditions covenants restrictions, etc., pertaining to use and enjoyment of the Common Parts and Portions and Facilities and Installations of the Project are contained in **Clause 12** hereinabove written and all the Allottees of Units/Units shall be bound and obliged to comply with the same.

18) DEFECT LIABILITY:

18.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the issuance of the

occupancy/completion certificate by the Kolkata Municipal Corporation and the same being certified by the Architect for the time being for the Project occurred due to the acts of the Promoter, it shall be the duty of the Promoter to proceed to rectify such defects without further change within 30 (thirty) days, and in the event of Promoter's failure to proceed to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

- 18.2 Provided that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear caused and/or occasioned, directly or indirectly, by or due to the delay on the part of the Allottee in taking timely hand over of the Allotted Apartment in the manner stipulated in and subject to the terms of the Agreement or not using the Allotted Apartment or due to reasons not solely attributable to the Promoter or if the related annual maintenance contracts and the licenses are not validly maintained by the Association of the Allottees.
- 18.3 Provided Further that it is declared by the Promoter and the Allottee hereby acknowledges that any manufacturing or other defect in any branded inputs or fixtures or services of a third party; and/or any equipments (including but not limited to elevators, generators, motors, sewage treatment plants, transformers, electrical installations and gym equipment) which carry manufacturer's guarantees for a limited period; and/or fittings relating to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear; and/or allowable structural and other deformations including expansion quotient or non-structural cracks appearing in the external and internal walls of structures on account of variations in temperature or any other defects due to occurrence of force majeure event(s) shall not be covered under this clause.
- 18.4 Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained hereinabove in this clause.

**19) RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES
SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:**

The Allottee hereby agrees to purchase the Unit on the specific

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

20) RIGHT TO ENTER THE UNIT FOR REPAIRS:

The Promoter/maintenance agency/Association of Allottees shall have rights of unrestricted access of all Common Parts and Portions, car parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Association of Allottees and/or maintenance agency to enter into the Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

21) USAGE OF BASEMENT AND SERVICE AREAS:

The basement and service areas, as located within the Residential Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Association of Allottees formed by the Allottees for rendering maintenance services.

22) COMPLIANCE WITH RESPECT TO THE UNIT:

22.1 Subject to Clause 10 above, the Allottee shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building and/or residential project, or the Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit, and keep the Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenant able repair and maintain the same in a fit and proper condition and ensure that the support, shelter, etc.,

of the Building and/or residential project is not in any way damaged or jeopardized.

22.2 The Allottee further undertakes, assures and guarantees that the/she/they/it would not put any signboard/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the building and/or residential project or anywhere on the exterior of the Project, building and/or residential project therein or Common Parts and Portions. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Allottee shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the Building and/or residential project. The Allottee shall also not remove any wall including the outer and load bearing wall of the Unit. In the event of failure on the part of the Allottee to adhere to any of the above, the Allottee shall be liable to pay to the Promoter a penalty of such amount as decided by the Promoter on case to case basis.

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

23) COMPLIANCE OF LAWS, NOTIFICATIONS, ETC., BY PARTIES:

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

24) ADDITIONAL CONSTRUCTIONS:

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

and this Agreement.

25) Legal Charges

25.1 The Allottee shall be liable to make payment of legal charges to the 'Gaggar & Co. LLP' solicitors and advocates at the rate of Rs. 30/- per sq. ft. calculated on the basis of carpet area.

25.2 The Allottee shall alongwith the execution of the Agreement for Sale be liable to make payment of 50% of the Legal Charges and the balance 50% shall be paid upon execution of the Deed of Conveyance. It is expressly made clear that GST if any shall be on the account of the Allottee and paid by the Allottee on reverse charge basis.

26) PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

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

27) APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):

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

28) BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules and annexures along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and a sum of Rs. 2,00,000 (Rupees Two Lacs Only) plus GST shall be deducted towards cancellation of the booking and the balance amounts deposited by the Allottee in connection therewith, including the booking amount, shall be returned to the Allottee without any interest or compensation whatsoever.

29) ENTIRE AGREEMENT:

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

30) RIGHT TO AMEND:

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

31) PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Unit and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Unit, in case of a transfer, as the said obligations go alongwith the

Unit for all intents and purposes.

32) WAIVER NOT A LIMITATION TO ENFORCE:

32.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

33) SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Actor the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Actor 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.

34) METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

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

35) FURTHER ASSURANCES:

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

to be created or transferred hereunder or pursuant to any such transaction.

36) PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its Authorized Signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee and after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution, the said Agreement shall be registered at the office of the concerned Registrar/Additional Registrar as applicable. Hence this Agreement shall be deemed to have been executed at the place mentioned hereinafter.

37) NOTICES:

37.1 That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by registered post at their respective addresses as specified below:

(i) Allottee Details:

Name:

Address:

Email:

(ii) Developer Details:

Name: M/s. SKDJ PARNASHREE HOME LLP

Address:

Email:

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

38) 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.

39) GOVERNING LAW:

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

40) DISPUTE RESOLUTION AND JURISDICTION:

40.1 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.

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

41) NOMINATION

41.1 This Agreement is personal to the Allottees and in no event the Allottees shall be entitled to enter into any agreement for sale transfer and/or nominate any other person in its place and stead without the consent of the PROMOTER, in writing. The PROMOTER though not obligated may accord such permission for nomination subject to the Allottees making payment of a sum to be calculated Rs. 200/- per sq.ft to be calculated on the carpet area amounting to Rs. _____ (hereinafter referred to as the NOMINATION COSTS) and the said Nomination Costs will be inclusive of the expenses which the PROMOTER may have to incur in causing the Nomination Agreement to be vetted by its Advocates and also the amounts which may have to be incurred by the PROMOTER on account of administrative expenses while granting such permission for nomination.

41.2 The Allottees hereby covenants that such nomination costs are fair and reasonable.

41.3 Upon such nomination being affected the said Nominee and/or Transferee as the case may be shall be deemed to have been substituted in place and stead of the Allottees.

42) OTHER PROVISIONS:

- 42.1 The terms provided in this agreement shall, unless repugnant to the context or meaning thereof, have the meaning respectively assigned to each of such terms as provided under **PART A - Definitions** of the **Annexure 'B'** provided herein and the interpretation of this Agreement shall be in terms of the **PART B - INTERPRETITION** of the **Annexure 'B'** provided herein.
- 42.2 The Allottee shall not cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of or in the Said Premises or other parts of the said Premises (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee of the said Unit) nor do anything whereby the construction or development of the said Building and/or residential project or the said Premises or the sale or transfer of the other Units in the Said Premises is in any way interrupted or hindered or impeded with and if due to any act matter or deed of the Allottee, the Promoter is restrained from construction of the Said Housing Complex and/or transferring and disposing of the other units in the Said Housing Complex or the said Phase I Project or the Phase II Project then and in that event without prejudice to such other rights the Promoter may have, the Allottee shall be liable to compensate and also indemnify the Promoter for all losses damages costs claims expenses dues charges demands actions and proceedings suffered or incurred by the Promoter.
- 42.3 The Allottee shall not nor been titled to ask, demand or seek delivery of possession of the said Unit so long the Allottee has not paid, in full, the consideration and other amounts and deposits agreed to be paid herein or is in default in performing any of his obligations and covenants herein contained.
- 42.4 Save the said Unit, the Allottee shall have no nor shall claim any right whatsoever or howsoever over and in respect of the other Units and spaces, or constructed areas or other parking spaces or other parking rights at the said Premises or the Building and/or residential project thereat.
- 42.5 The Allottee shall within 3(three) months of completion and execution and registration of Deed of Conveyance apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of concerned authorities.

- 42.6 The Promoter shall have the right to grant to any person the exclusive right to park/use motor cars and/or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the at the said Premises and also the covered spaces in the Building and/or residential project (including the parking spaces but not the one expressly provided for to the Allottee under this Agreement) in such manner as the Promoter shall in its absolute discretion think fit and proper.
- 42.7 Save the said Unit the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or parking spaces at the said Premises and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter in its absolute discretion shall think fit and proper and the Allottee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter exclusively.
- 42.8 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter shall be exclusively entitled to and shall have the exclusive right to install its own glow sign/signage without any fee or charge and also to install and/or permit any person to install Towers, V-Sat, Dish or other Antennas or installations of any nature on the roof for the time being of the Building and/or residential project or any of them or any part thereof on such terms and conditions as the Promoter may in its sole discretion think fit and proper without any objection or hindrance from the Allottee, and the Allottee hereby consents to the same.
- 42.9 The Allottee shall have no connection whatsoever with the allottees/buyers of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee and the other Allottees (either express or implied) and the Allottee shall be responsible to the Promoter for fulfillment of the Allottee's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby.

- 42.10 The unit hereby agreed to be sold to the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Promoter in writing. It is further agreed and clarified that any transfer of the said Unit by the Allottee shall not be in any manner inconsistent therewith and the covenants herein contained shall run with the land.
- 42.11 If at any time hereafter there be imposition of any new or enhancement in any tax or levy or betterment fees or development charges or levies under any statute rules and regulations on the said Premises and/or the Building and/or residential project as a whole and/or the said Unit or on the transfer thereof, the same shall be borne and paid by the Allottee proportionately or wholly as the case may be within 7(seven) days of a demand being made by the Promoter without raising any objection thereto.
- 42.12 The Promoter may create mortgage and/or charge on the said Premises and shall be at liberty to create further mortgages and/or charges in respect of the said Premises or any part thereof and the Allottee hereby consents to the same. At the time of execution of the Deed of Conveyance/transfer in terms hereof, the Promoter, as applicable, assures to have the said Unit released from any such mortgage and/or charge with the intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoter.
- 42.13 For the purpose of facilitating the payment of the consideration, the Allottee shall be entitled to apply for and obtain financial assistance from recognized banks and/or financial institutions. In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank and/or financial institution, the Promoter shall be entitled and is hereby authorized by the Allottee to act in accordance with the instructions of the bank and/or financial institution in terms of the agreement between the Allottee and the Bank and/or financial institution **SUBJECT HOWEVER TO** the Promoter being assured of all amounts being receivable for sale and transfer of the said Unit and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee/s from such bank and/or financial institution. Further, in case

the Allottee desires to transfer the said Unit, then the Allottee shall at his own costs be obliged to bring/obtain the requisite NOC from the concerned financing Bank/Financial Institution/Lender.

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

42.15 The Promoter shall not entertain any request for modification in the internal layouts of the units. In case the Allottee/s desire/s (with prior permission of the Promoter) to install some different installations/ fittings/ floorings in his/her/its own unit, the Allottee/s shall not be entitled to any deduction in the value of the subject Unit. For the purpose of carrying out personal *fit-outs*, in only those cases where the Allottee/s has/have made full payment towards the subject Unit in accordance with the payment structure, the Promoter shall at its discretion provide such FIT-OUT PERMISSION, allowing access to the Allottee (subject to full payment completion) prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottee/s. However, such access shall be availed in accordance with such instructions of the Promoter in writing and such right of access may be withdrawn by the Promoter at any time without assigning any reasons.

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

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

42.18 The Housing Complex at the said Premises (Phase I project) and on the adjacent premises (phase II Project) shall collectively bear the name **"PARNASREE SKYWAY"** unless changed by the Promoter from time to time in its absolute discretion.

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

THE FIRST SCHEDULE ABOVE REFERRED TO:

(THE SAID PROPERTY/PREMISES)

ALL THAT the various pieces and parcels of Bastu/Bahutal Abasan land containing by estimation an area of 49 cottahs of land (be the same a little more or less) comprised in Dag No.309 and 323, J. L. No.2, R.S. Dag No.83, Touzi No.346 appertaining to R. S. Khatian Nos.2743 and 8653, Mouza Behala, being Municipal Premises No.142A, Upendra Nath banerjee Road, Behala, Kolkata.

THE SECOND SCHEDULE ABOVE REFERRED:

PART A - (THE ALOTTED UNIT)

ALL THAT ALL THAT the flat/apartment/unit No..... on the Floor of the Block/Tower No....., in the Project/Residential project/Phase I project lying and situated at Municipal Premises No.142A, Upendra Nath Banerjee Road, Behala, Kolkata having a carpet area of ("**Allotted Unit**") as shown in the map or plan annexed hereto and bordered in red.

PART B - (THE UNIT AND THE PROPERTIES APPURTENANT THERETO)

ALL THAT ALL THAT the flat/apartment/unit No..... on the Floor of the Block/Tower No....., in the Project/Residential project/Phase I project lying and situated at Municipal Premises No.142A, Upendra Nath Banerjee Road, Behala, Kolkata having a carpet area of ("**Allotted Unit**") TOGETHER WITH the facility to park _____no/s of medium sized road worthy car/s in the dependent/independent car parking space/spaces in the Basement/Ground Floor/_____ (to be earmarked, identified and designated by the Promoter from within the car parking space/s as envisaged in the BUILDING PLAN at or before the

possession of the Allotted Unit and do not form a part of the common parts and portions, facilities and Installations of the project as stated in the Third Schedule) TOGETHER WITH right to use common parts and portions, facilities and Installations more fully and particularly described in the THIRD SCHEDULE hereunder written TOGETHER WITH undivided impartible share or interest in the land underneath the said residential building/ tower comprised in the said premises attributable and/or allocable thereto and forming part of the said Housing Complex known as PARNASREE SKYWAY.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(COMMON PARTS AND PORTIONS, FACILITIES & INSTALLATIONS)

PART A - Common Parts and Portions:-

- I. The foundation columns beam support corridors lifts stair and staircase landings entrance exits pathways driveways common passageway.
- II. Outer walls of the said residential building including all projections including elevation fitment ventilation shafts, ducts, lift wells on each floor of common pathways, driveways.
- III. Toilet and bathrooms for use of Security Staff, drivers, maintenance staff.
- IV. Security Guards and maintenance staffs rest room (if any).
- V. Boundary wall of the said premises including outside of the wall and main gate.
- VI. The room for water pump and motor.
- VII. RECREATION CENTRE comprising of a community hall, swimming pool, gymnasium and other recreational activities.
- VIII. The demarcated part/portion of the ultimate roof in the said residential building.
- IX. Parts and Portions of the said Premises provided for tube well (if any), water pump, overhead tanks, underground water reservoirs and water pipes.
- X. Parts and Portions of the said Premises provided for installation of transformer electrical wiring meters and other fittings and fixtures.
- XI. Generator room.
- XII. Parts and Portions of the said Premises provided for installation of lifts and lift wells.
- XIII. Such other common parts and portions of the said Premises in the said Premises and/or the residential building as necessary for passage or use and occupancy of the said unit as a necessary.

PART B- Common Facilities and Installations in the said Premises

- I. Water waste and sewerage evacuation pipes from the Units to the drains and sewers common to the Residential building and from the Residential to the municipal drain including service installations.
- II. Water pump with motor and with water supply pipes to overhead water tank and with distribution pipes there from connecting to different Residential Units.

- III. The tube well water pumps overhead tanks for supply of water to the Residential.
- IV. Underground water reservoirs water pipes and other plumbing and installations for supply of water to the Residential.
- V. Transformer electrical wiring meters and fittings and fixtures for lighting the staircase and lobbies of the Residential as well as other common parts and portions.
- VI. Lifts and its accessories.
- VII. Windows/doors/grills and other fittings in the common parts and portions.
- VIII. Generator and its allied accessories.
- IX. Firefighting equipment, Pipe connection and other ancillary equipment.
- X. Water filtration plants and other ancillary equipments.
- IXI. Such other common equipments installations fixtures and fittings in the said common parts and portions as are necessary for the beneficiary of the said units forming part of the Residential building.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(SPECIFICATIONS)

- | | | |
|----|-------------|--|
| 1. | FOUNDATION | Reinforced concrete cement structure. |
| 2. | WALLS | Conventional brickwork or Fly Ash
Brickwork or AAC Block or Equivalent. |
| 3. | WALL FINISH | (i) Interior – Plaster of Paris.
(ii) Exterior – High quality paint. |
| 4. | FLOORING | (i) Bedrooms and Living-Dining – Vitrified
tiles.
(ii) Kitchen – Anti skid ceramic tiles.
(iii) Toilet – Anti skid ceramic tiles. |
| 5. | KITCHEN | (i) Granite platform.
(ii) Stainless steel Sink.
(iii) Dado tiles upto 2 ft above kitchen
counter. |
| 6. | TOILET | (i) Sanitaryware of
Duragrace/Parryware/Hindware or
equivalent make.
(ii) CP Fitting of JAQUAR/ESSCO or
equivalent make. |

- (iii) Toilet Walls – Glazed tiles on the walls upto door height.
7. DOORS & WINDOWS
- (i) Main Door – Laminated Flush Door with night latch.
(ii) Internal Door – Flushed door with lock.
(iii) Windows – Aluminium/UPVC windows with glass panes.
8. LIFTS
- Otis, LT, Kone, Mitsubishi or Equivalent make.
9. WATER SUPPLY
- KMC water supply.
10. ELECTRICAL
- (i) AC Points with concealed wiring in Living/Dining and bedrooms.
(ii) Provision for Television and Telephone Points in Living/Dining and master bedroom.
(iii) Ample necessary electrical points in bedrooms, living/dining, kitchen and toilets with central MCB.
(iv) Door bell point at the main entrance door.
(v) Concealed wiring with modular switches.
11. COMMON
- (i) Overhead illumination for compound and street lighting.
(ii) Necessary illumination in all lobbies, staircases and common areas.
12. AMENITIES
- (i) Adequate capacity standby generator for common areas and services.
(ii) Standby Generator with adequate load to Apartments (at extra costs).
13. CIRCUIT TV
- Closed circuit T.V. at ground floor.
14. INTERCOM
- Intercom connectivity between the security and Apartments.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(COMMON EXPENSES)

1. Repairing rebuilding repainting improving and or but not limiting to crack repairs, damp repairs and other related issues and or other treatment/ improvisation as necessary and keeping the said Building and replacing all worn or damaged parts thereof including but not limited to the outer exterior walls, lobbies, staircases
2. Painting with quality paint as often as may (in the opinion of the Holding Organisation) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Building and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the Building as usually are or ought to be.
3. Keeping the gardens and grounds of the premises generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the drive way when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the Premises.
6. Paying such workers as may be necessary in connection with the upkeep of the Premises.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (nor forming part of any unit) in the premises as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming part of the Premises.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained premises and providing such additional lighting apparatus as the Association may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the Building or any part thereof excepting in so far as the same are the responsibility of the individual owners/ occupiers of any Unit.

14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of any individual lessee of any Unit.
15. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any of the occupants of any of the Unit.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the building excepting those which are the responsibility of the Seller/occupier of any Unit.
18. The Purchase maintenance renewal and insurance equipment as the Owner / Promoter may from time to time consider necessary for the carrying out of the acts and things mentioned in this schedule. Insurance of fire fighting appliances and other equipment for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Association may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Management company/Holding organisation it is reasonable to provide.
21. Such time to be fixed annually as shall be estimated by the Holding Organisation (whose decision shall be final) to provide a reserve fund for items of expenditure referred to in this Schedule to be or expected to be incurred at any time.
22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Association and shall only be applied in accordance with unanimous or majority decision of the members of the Association and with the terms of this Schedule.
23. The Allottees under the scope of these presents undertakes to reimburse and / or pay the proportionate charges towards the diesel expenses for providing substitute backup for electricity in the form of generator services to the extent of such proportionate KVA load allocated and / or taken by the Allottees herein in respect of

their unit in the Project and such expenses incurred shall be reflected and / or incorporated in a separate bill which shall be raised on every English calendar month. In the event if any Allottees makes a default in making such payment for consecutive two months in such a situation the Association shall have the unfettered right to withdraw such facility without giving any prior notice or intimation whatsoever. Be it further stated herein that these charges shall have to be borne by the Allottees herein over and above the monthly maintenance charges

THE SIXTH SCHEDULE ABOVE REFERRED TO:
(PAYMENT PLAN)

MILESTONE	CONSIDERATION PAYMENT	EXTRAS AND DEPOSITS	OTHER EXPENSES
On Booking (Booking Amount)	10% of Total Consideration + GST		
On Execution of Sale Agreement	10% of Total Consideration + GST		Stamp duty (if any) + Registration charges (if any) + 50% Legal Charges + Incidental Expenses.
On Completion of Piling	10% of Total Consideration + GST		
On casting of Basement raft	7% of Total Consideration + GST		
On Casting of Ground Floor Roof of the Tower of the Allottees Unit.	6% of Total Consideration + GST		
On Casting of 1 st Floor Roof of the Tower of the Allottees Unit	7% of Total Consideration + GST		
On Casting of 3 rd Floor Roof of the Tower of the	6% of Total Consideration + GST		

Allottees Unit			
On Casting of 5 th Floor Roof of the Tower of the Allottees Unit	7% of Total Consideration + GST		
On Casting of 7 th Floor Roof of the Tower of the Allottees Unit	6% of Total Consideration + GST		
On Casting of 9 th Floor Roof of the Tower of the Allottees Unit	7% of Total Consideration + GST		
On casting or 11 th Floor Roof of the Tower of the Allottees Unit	6% of Total Consideration + GST	H.T/L.T/Transformer Charges + GST	
On Completion of Brick Wall of the Allotted Apartment/Unit	7% of Total Consideration + GST	Club Development Charges + GST	
On Completion of Flooring of the Allotted Apartment/Unit	6% of Total Consideration + GST.	Generator/ Power Backup Charges +GST	
On Possession or Temporary Possession + Incidental charges	5% of Total Consideration + GST.	Advance Maintenance Deposit + Association Formation Charges + Property Tax Deposit +Sinking Fund deposit +	Stamp duty (if any) + Registration charges (if any) + 50% Legal Charges + Incidental Expenses.

		GST	
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MEMO OF CONSIDERATION

RECEIVED from the within named Allottee/s the sum of **Rs. _____/-** (**Rupees** **Only**) through A/c Payee Cheque/Demand Draft/Online Payment being part payment of the agreed total Consideration in respect of **Unit being Retail/Office Unit bearing No.....** containing a **Carpet Area** of **____Square Feet [Built-up Area** whereof being **..... Square Feet]** more or less on the **_____ floor** of the Building and/or residential project in "PARNASHREE SKY" situated at Premises No., WestBengal, India as mentioned herein the Said Agreement.

The details of the payment mentioned herein below:-

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

(Rupees _____ Only)

ANNEXURE 'A'
DEVOLUTION OF TITLE

A. By a Deed of Indenture dated 19th April, 1974 and duly registered with the ADSR, Alipore, South 24 Parganas, recorded in Book No.I, Volume No.70, Pages 159-165, being Deed No.2237 for the year 1974 one BENGAL BIHAR TRANSPORT COMPANY PVT. LTD. sold and transferred in favour of ALLIED RESINS & CHEMICALS LIMITED **ALL THAT** various pieces and parcels of Sali land comprised in L.R. Dag No.309, 322 and 323, J.L. No.2, R.S. Dag No.83, Touzi No.346, in Mouza Behala, now renumbered as Premises No.142, Upendra Nath Banerjee Road, Kolkata containing by estimation an area of approximately 1.01 acres (equivalent to 61.2 cottahs)(hereinafter referred to as the Total Land).

B. Pursuant to scheme passed by the Hon'ble High Court, Calcutta under Section 391(2) and 394 of the Companies Act, 1956 in Company Petition No.349 of 2010 and Company Application No.441 of 2010, the assets and properties of Allied Resins & Chemicals including the said Total Land stood transferred and/or vested in favour of ARCL ORGANICS LIMITED (hereinafter referred to as ARCL).

C. Thereafter, by a joint development agreement dated 4th April, 2017 duly registered in the Office of DSR II, Alipore and recorded in Book No.I, Volume 1602-2017, Pages 79736 to 79781, being Deed No.160202826 for the year 2017, ARCL Organics granted rights of development of the Total Land to the Promoter herein subject to such terms and conditions as recorded therein.

D. Thereafter, by a Deed of Declaration dated 22nd February, 2019 and duly registered in the Office of DSR II, Alipore in Book No.4, being Deed No.160200092

for the year 2019 certain errors and/or omission in the said development agreement were duly rectified.

E. Upon further inspection and survey of the said Total Land, it was observed that a portion of the said total land had already been acquired and therefore, out of the total land only 49 cottahs and 6 cottahs were available for development.

F. By the following deed of conveyances the said ARCL sold and transferred the said 49 cottahs (hereinafter referred to as the said Premises/Property) unto and in favour of various Purchasers, the details of which are as follows:-

By a deed of conveyance dated 14th March, 2019 and duly registered with the Office of the DSR II, South 24 Parganas in Book No.I, being Deed No.160202224, for the year 2019, the said ARCL sold and transferred an undivided 1/7th share in the said 49 cottahs unto and in favour of Allied Maritime & Infra Engineering Pvt. Ltd.

i. By a deed of conveyance dated 14th March, 2019 and duly registered with the Office of the DSR II, South 24 Parganas in Book No.I being Deed No.160202224 for the year 2019, the said ARCL sold and transferred an undivided 1/7th share in the said 49 cottahs unto and in favour of Yocnex Chemicals Pvt. Ltd.

ii. By a deed of conveyance dated 14th March, 2019 and duly registered with the Office of the DSR II, South 24 Parganas in Book No.I being Deed No.160202224 for the year 2019, the said ARCL sold and transferred an undivided 1/7th share in the said 49 cottahs unto and in favour of Wide Range Merchants Pvt. Ltd.

iii. By a deed of conveyance dated 14th March, 2019 and duly registered with the Office of the DSR II, South 24 Parganas in Book No.I being Deed No.160202224 for the year 2019, the said ARCL sold and transferred an undivided 1/7th share in the said 49 cottahs unto and in favour of Oclim Advisory Services Pvt. Ltd.

iv. By a deed of conveyance dated 14th March, 2019 and duly registered with the Office of the DSR II, South 24 Parganas in Book No.I being Deed No.160202224 for the year 2019, the said ARCL sold and transferred an undivided 1/7th share in the said 49 cottahs unto and in favour of Nocnex Chemicals Pvt. Ltd.

v. By a deed of conveyance dated 14th March, 2019 and duly registered with the Office of the DSR II, South 24 Parganas in Book No.I being Deed No.160202224 for the year 2019, the said ARCL sold and transferred an undivided 1/7th share in the said 49 cottahs unto and in favour of ARCL Petrochemicals Limited.

vi. By a deed of conveyance dated 14th March, 2019 and duly registered with the Office of the DSR II, South 24 Parganas in Book No.I being Deed No.160202224 for the year 2019, the said ARCL sold and transferred an undivided 1/7th share in the said 49 cottahs unto and in favour of SUKSESS CHEMICALS.

G. Thus, by virtue of the above, Wide Range Merchants Pvt. Ltd., ARCL Petrochemicals Limited, Allied Maritime & Infra Engineering Private Limited, Yocnex Chemicals Private Limited, Nocnex Chemicals Private

Limited, Oclim Advisory Services Private Limited, (hereinafter referred to as the said Original Owners) and each one of them being entitled to an undivided 1/7th share in ALL THAT various pieces and parcels of Sali land comprised in L.R. Dag No.309, 322 and 323, J.L. No.2, R.S. Dag No.83, Touzi No.346, in Mouza Behala, now renumbered as Premises No.142, Upendra Nath Banerjee Road, Kolkata containing by estimation an area of approximately 49 cottahs (hereinafter referred to as the said Premises/Property).

H. Thus, by a deed of conveyance dated 10th March, 2021 duly registered with DSR II, Alipore, South 24 Parganas and recorded in Book No.I, Volume No....., Pages to being Deed No....., the said Suksess Chemicals, one of the co-owners of the said Property, sold and transferred its undivided 1/7th share in the said Property unto and in favour of SKDJ Parnashree Home LLP, being the Promoter herein.

I. Thus, by virtue of the above Wide Range Merchants Pvt. Ltd., Arcl Petrochemicals Limited, Allied Maritime & Infra Engineering Private Limited, Yocnex Chemicals Private Limited, Nocnex Chemicals Private Limited, Oclim Advisory Services Private Limited and SKDJ Parnashree Home LLP (hereinafter collectively referred to as the said Owners) are now entitled to the said Property.

J. By a joint venture agreement dated 30th March, 2021 and duly registered with ARA III Kolkata in Book No....., Volume, Pages to, being Deed No..... the Owners herein granted rights to the Promoter herein to carry out development and construction of the said Property.

K. By an agreement for sale dated 25th August 2022 duly registered with DSR II, Alipore, South 24 Parganas and recorded in Book No.I, Volume No....., Pages to being Deed No.11527, the said Wide Range Merchants Pvt. Ltd. being the Vendor therein and Arcl Petrochemicals Limited, Allied Maritime & Infra Engineering Private Limited, Yocnex Chemicals Private Limited, Nocnex Chemicals Private Limited, Oclim Advisory Services Private Limited being the confirming parties therein and SKDJ Parnashree home being the Purchaser therein resigi, the said Wide Range Merchants Pvt. Ltd. have agreed to sale and transfer their respective undivided 1/7th share and/or the entirety of their right, title and interest in the said Property unto and in favour of the Promoter herein subject to such consideration and other terms and conditions as duly mentioned therein.

L. By an agreement for sale dated 7th April 2022 duly registered with DSR II, Alipore, South 24 Parganas and recorded in Book No.I, Volume No....., Pages to being Deed No.04819, the said Yocnex

Chemicals Private Limited being the Vendor therein and Wide Range Merchants Pvt. Ltd., Allied Maritime & Infra Engineering Private Limited, Arcl Petrochemicals Limited, Nocnex Chemicals Private Limited, Oclim Advisory Services Private Limited being the confirming parties therein and SKDJ Parnashree home LLP being the Purchaser therein , the said Yocnex Chemicals Private Limited have agreed to sale and transfer their respective undivided 1/7th share and/or the entirety of their right, title and interest in the said Property unto and in favour of SKDJ Parnashree home LLP being the Promoter herein subject to such consideration and other terms and conditions as duly mentioned therein.

M. By an agreement for sale dated 7th April 2022 duly registered with DSR II, Alipore, South 24 Parganas and recorded in Book No.I, Volume No....., Pages to being Deed No.04820, the said Nocnex Chemicals Private Limited being the Vendor therein and Wide Range Merchants Pvt. Ltd., Allied Maritime & Infra Engineering Private Limited, Arcl Petrochemicals Limited, Yocnex Chemicals Private Limited, Oclim Advisory Services Private Limited being the confirming parties therein and SKDJ Parnashree home LLP being the Purchaser therein , the said Nocnex Chemicals Private Limited have agreed to sale and transfer their respective undivided 1/7th share and/or the entirety of their right, title and interest in the said Property unto and in favour of SKDJ Parnashree home LLP being the Promoter herein subject to such consideration and other terms and conditions as duly mentioned therein.

N. By an agreement for sale dated 25th August 2022 duly registered with DSR II, Alipore, South 24 Parganas and recorded in Book No.I, Volume No....., Pages to being Deed No.11527, the said Wide Range Merchants Pvt. Ltd. being the Vendor therein and Arcl Petrochemicals Limited, Allied Maritime & Infra Engineering Private Limited, Nocnex Chemicals Private Limited, Yocnex Chemicals Private Limited, Oclim Advisory Services Private Limited being the confirming parties therein and SKDJ Parnashree home LLP being the Purchaser therein , the said Wide Range Merchants Pvt. Ltd. have agreed to sale and transfer their respective undivided 1/7th share and/or the entirety of their right, title and interest in the said Property unto and in favour of SKDJ Parnashree home LLP being the Promoter herein subject to such consideration and other terms and conditions as duly mentioned therein.

O. By an agreement for sale dated 25th August 2022 duly registered with DSR II, Alipore, South 24 Parganas and recorded in Book No.I, Volume No....., Pages to being Deed No.11528, the said Arcl Petrochemicals Limited being the Vendor therein and Wide Range

Merchants Pvt. Ltd., Allied Maritime & Infra Engineering Private Limited, Nocnex Chemicals Private Limited, Yocnex Chemicals Private Limited, Oclim Advisory Services Private Limited being the confirming parties therein and SKDJ Parnashree home LLP being the Purchaser therein , the said Arcl Petrochemicals Limited have agreed to sale and transfer their respective undivided 1/7th share and/or the entirety of their right, title and interest in the said Property unto and in favour of SKDJ Parnashree home LLP being the Promoter herein subject to such consideration and other terms and conditions as duly mentioned therein.

P. By an agreement for sale dated 25th August 2022 duly registered with DSR II, Alipore, South 24 Parganas and recorded in Book No.I, Volume No....., Pages to being Deed No.11529, the said Oclim Advisory Services Private Limited being the Vendor therein and Wide Range Merchants Pvt. Ltd., Allied Maritime & Infra Engineering Private Limited, Nocnex Chemicals Private Limited, Yocnex Chemicals Private Limited, Arcl Petrochemicals Limited being the confirming parties therein and SKDJ Parnashree home LLP being the Purchaser therein , the said Oclim Advisory Services Private Limited have agreed to sale and transfer their respective undivided 1/7th share and/or the entirety of their right, title and interest in the said Property unto and in favour of SKDJ Parnashree home LLP being the Promoter herein subject to such consideration and other terms and conditions as duly mentioned therein.

Q. By an agreement for sale dated 27th September 2022 duly registered with DSR II, Alipore, South 24 Parganas and recorded in Book No.I, Volume No....., Pages to being Deed No.00474, the said Allied Maritime & Infra Engineering Private Limited being the Vendor therein and Wide Range Merchants Pvt. Ltd., Oclim Advisory Services Private Limited, Nocnex Chemicals Private Limited, Yocnex Chemicals Private Limited, Arcl Petrochemicals Limited being the confirming parties therein and SKDJ Parnashree home LLP being the Purchaser therein , the said Allied Maritime & Infra Engineering Private Limited have agreed to sale and transfer their respective undivided 1/7th share and/or the entirety of their right, title and interest in the said Property unto and in favour of SKDJ Parnashree home LLP being the Promoter herein subject to such consideration and other terms and conditions as duly mentioned therein.

ANNEXURE 'B'
PART-A-DEFINITIONS

- i. **ACT** shall mean the Real Estate (Regulation & Development) Act, 2016 and the amendments made therein from time to time.
- ii. **AGREEMENT** shall mean this agreement together with the schedules and annexure hereto and any other deed and/or document executed in pursuance hereof
- iii. **APPROVALS** shall mean and include all licenses, permits, approvals, sanctions, consents obtained or to be obtained and/or granted by the competent authorities in connection with the said Residential Project
- iv. **ASSOCIATION/ASSOCIATION OF ALLOTTEES** shall mean the Association of owners of the residential units which may be formed by the PROMOTER in accordance with the provisions of the West Bengal Apartment Ownership Act 1972 of such association of owners as may be formed by the Promoter for management and administration of the common parts and portions and for rendition of common services
- v. **ADVOCATES** shall mean Gaggar & Co LLP, Advocates of No. 6, Old Post Office Street, 3rd floor, Kolkata 700 001 appointed by the PROMOTER, inter alia, for preparation of this agreement and the sale deed for transfer of the said unit.

- vi. **ARCHITECT** shall mean Agarwal & Agarwal of or any other firm or architects appointed by the Promoter.
- vii. **BOOKING AMOUNT** shall mean the application money paid, i.e. 10% of the Total Consideration to the PROMOTER for booking of the said unit.
- viii. **CARPET AREA** means the net usable unfinished floor area of a unit excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment/unit.
- ix. **CAM CHARGES** shall mean the proportionate share of common area maintenance charges together with Goods and Service Tax (GST) as applicable to be paid by the Allottees inter alia for the regular general maintenance of the common parts and portions, facilities and installations provided in the said Residential Project as set out in **THE THIRD SCHEDULE**, costs of insurances and supervisory expenses but shall not include upkeep and property taxes payable in respect of the various units. It further does not include the cost for upgradation/repairs/re-installation of any of the common parts/facilities/Installations. Such expenses shall be met by a separate fund as may be decided by the Promoter/Association of Allottees/FMC.
- x. **COMMON PARTS AND PORTIONS, FACILITIES AND INSTALLATIONS** shall mean the common areas, facilities and amenities as are available to and/or in respect of the said Residential Project (more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written).
- xi. **CAR PARKING SPACES** shall mean the car parking spaces in the basement and/or podium level and also the car parking spaces at the ground floor, which are covered on top by a roof, as sanctioned by the concerned authorities and shall be exclusively designated to the various intending purchasers who shall be entitled to hold possess and enjoy the same without any claim and/or right on the part of any other person/s.
- xii. **DEPENDENT PARKING SPACE/S** shall mean and include such car parking spaces where the to and fro movement of the vehicle from the designated parking space to the driveway is dependent upon moving another parked vehicle. It has been agreed that the Allottees of two different Apartment may be designated the same set of dependent parking space/s which would have the provision to park two medium sized road worthy cars. In case the designated

dependent parking space is a stack parking (i.e. one behind the other) then the Allottee who parks the car earlier shall park the car in the inner portion and the Allottee who parks later shall park the car in the outer portion. Similarly, in case the designated dependent parking space is a mechanical parking (i.e. one above the other) then the Allottee who parks the car earlier shall park the car at the upper level and the Allottee who comes later shall park the car at the lower level of the mechanical parking. As and when the Allottee who has parked the car at the inner portion and/or the upper level (as the case may be) wishes to take out the car, then in that event it shall be mandatory for the Allottee who has parked the car in the outer portion and/or the lower level (as the case may be) to co-operate and remove his/her/its car and in the event of any default the part of the Allottee who has parked the car in the outer portion and/or the lower level (as the case may be) to remove his/her/its car, then the Allottee who has parked the car in the inner portion and/or the upper level (as the case may be) shall be entitled to remove the car/vehicle parked at the outer portion and/or the lower level (as the case may be) at the cost of the Allottee who has parked the car in the outer portion and/or the lower level (as the case may be) without being liable for any damages.

xiii. **COMMON EXPENSES** shall mean the proportionate share of common expenses to be paid borne and contributed by the intending Allottee(s) for rendition of common services briefly described and without limitation in the **FIFTH SCHEDULE** hereunder written.

xiv. **COMMON SERVICES** shall mean those services which are to be rendered by the Promoter and upon formation by the Holding Organization/Association of Allottees and/or by Facility Management Company ("FMC") after appointment of the FMC as the case may be subject to the Allottees making payment of proportionate share of such maintenance charges.

xv. **COMMON ROOF** shall mean the demarcated portion of the ultimate roof as may be determined by the Promoter which shall form part of the common parts and portions and shall remain available for common use and enjoyment of all owners and/or occupiers of the new building and/or residential project/s situated at the said premises.

XVI. PRIVATE ROOF/TERRACE shall mean the demarcated portion of the ultimate roof as determined by the Promoter which shall form part of any specific flat/unit and shall be accessible only to the said flat and not be available for the use and enjoyment of any other Allottees.

- xvii. **COMMENCEMENT DATE** shall mean the date of execution of this Agreement.
- xviii. **DATE OF COMMENCEMENT OF LIABILITY** shall mean the date of the completion of the residential project and/or from the date of the notice of possession to the Allottees of the said Unit after fulfilling their liabilities and obligations or the date of expiry of the period specified in the notice in writing by the PROMOTER to the Allottees to take possession of the said Unit irrespective of whether the Allottees takes actual physical possession of the said unit or not, whichever be earlier.
- xix. **DATE OF OFFEER OF POSSESSION (for fit outs)** shall mean the date on which the PROMOTER shall endeavor to make available to the Allottees the Unit for fit outs subject to the receipt of the total consideration and all other advances and deposits payable under this agreement. This shall be the date of which the notice for readiness of the Unit for fit outs is issued by the PROMOTER plus fifteen days.
- xx. **DATE OF OFFER OF POSSESSION** shall mean the date on which the Promoter issues the notice to the Allottee to take over possession after the occupation certificate is issued (or deemed to be issued as per the relevant provisions of legislation).
- xxi. **EXTRA PAYMENTS** shall mean the amount required to be paid by the Allottees to the PROMOTER apart from the total consideration amount including Extra Charges and Additional deposits as defined in clause 3.2.3.
- xxii. **SOCIETY/ ASSOCIATION/ HOLDING ORGANISATION** shall mean a society/association/holding organization to be formed to manage and control the said premises, the common areas and amenities comprised in the said project.
- xxiii. **UNIT/APARTMENT/FLAT** shall mean independent and self-contained residential units and/or other constructed spaces including the staff room, if any, built and constructed or intended to be built and constructed by the Promoter at the said Premises capable of being exclusively held or occupied by a person and/or persons at the said Premises.
- xxiv. **HOUSE RULES/USAGE** shall mean the rules and regulations regarding the use/holding of the said Unit as hereinafter stated and more fully and particularly mentioned and/or described in **Clause 12** hereunder written).

- xxv. **LICENCES** shall mean and include all licences consents approvals and/or sanctions which have to be obtained and granted by the concerned authorities for undertaking the said residential project
- xxvi. **HOUSING COMPLEX** shall mean and include the Phase I Project and the Phase II Project consisting of various self-contained flats/units/apartments/constructed spaces/Offices/Shops and car parking spaces as may be sanctioned by the authorities concerned and to be known as Parnasree Skyway.
- xxvii. **PROJECT/RESIDENTIAL PROJECT/PHASE I PROJECT** shall mean two Residential Buildings and/or Towers to be constructed by the Promoter at the said Premises in accordance with the said Plan and to comprise of various self-contained flats / units/apartments/constructed spaces and car parking spaces to be developed on the said Premises forming part of the Housing Complex to be known as Parnasree Skyway.
- xxviii. **COMPLETION CERTIFICATE / OCCUPANCY CERTIFICATE** shall mean the completion certificate to be granted by Kolkata Municipal Corporation certifying completion of the project.
- xxix. **PARTIAL COMPLETION CERTIFICATE** shall mean and include part completion certificate/certificates granted by the KMC from time to time upon completion of part of the project.
- xxx. **PLAN** shall mean the residential project sanctioned by the authorities concerned bearing being No..... dated and shall include all modifications or variations as may be made by the Promoter from time to time with prior sanction from the authorities concerned if required.
- xxxi. **PROPERTY/PREMISES** shall mean **ALL THAT** the various pieces and parcels of Bastu/Bahutal Abason land containing by estimation an area of 49 cottahs of land (be the same a little more or less) comprised in Dag No.309 and 323, J. L. No.2, R. S. Dag No.83, Touzi No.346 appertaining to R. S. Khatian Nos.2743 and 8653, Mouza Behala, being Municipal Premises No.142A, Upendra Nath Banerjee Road, Behala, Kolkata and more fully and particularly mentioned in the **FIRST SCHEDULE** hereunder written.
- xxxii. **ALLOTTEE** shall be deemed to mean and include :-

- a) In case the Allottee be an individual or a group of persons, then their respective heirs legal representatives, executors, administrators and assigns.
- b) In case the Allottee be a Hindu Undivided family, then it's Karta, cooperator or other members for the time being of the said HUF and their respective heirs legal representatives executors and administrators.
- c) In case the Allottee be a partnership firm, then the partners for the time being, of the said Partnership Business or such other person and/or persons who may be taken in and/or admitted as partner and/or partners of the said Partnership Firm or such other person and/or persons who may carry on the business of the partnership Firm and their respective heirs, legal representatives, executors, administrators and assigns.
- d) In case the Allottee be a company, then its successors or successors-in-interest.
- e) In case the Allottee be Trust, shall include the Trustee and/or Trustees for the time being of the said Trust and their respective heirs, legal representative executors administrators and assign.

xxxiii. **PROPORTIONATE OR PROPORTIONATELY** shall mean the built up area of any Unit to bear to the built up area of all the Units in the said building and/or residential project provided that where it refers to the share of the Allottees or any co-owner in the rates and/or taxes amongst the common expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit).

xxxiv. **POSSESSION** shall mean the date on which possession is made over by the PROMOTER to the Allottees after occupancy certificate is obtained or 90 days from the date of offer of possession (whichever earlier).

xxxv. **PHASE II PROJECT** shall mean construction of residential/commercial building/s to be undertaken for development of any Property contiguous to the said Premises during the course of construction of the said residential project.

xxxvi. **OWNERS** shall mean (1) Wide Range Merchants Pvt. Ltd. (2) ARCL petrochemicals limited (3) Allied Maritime & Infra Engineering Private Limited (4) Yocnex Chemicals Private Limited (5) Nocnex Chemicals Private Limited (6) Oclim Advisory Services Private Limited (7) SKDJ

Parnashree Home LLP and shall include their respective successor/s and/or nominee/s.

- xxxvii. **READY TO MOVE IN** for the purpose of this part 'ready to move in possession' shall mean that the unit shall be in habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities as agreed between the parties, and for which occupation certificate and completion certificate, as the case may be has been issued by the competent authority;
- xxxviii. **ALLOTTED UNIT ALL THAT** the Unit No..... on the floor of Block/Tower No..... in the said residential project/Phase I Project situated at the said premises having a carpet area of approx. sq. ft. (more or less) having a carpet area of approx. sq. ft. (more or less).
- xxxix. **AND THE PROPERTIES APPURTENANT THERETO** shall mean **ALL THAT** the Unit No..... on the floor of Block/Tower No..... in the said residential project/Phase I Project situated at the said premises having a carpet area of approx. sq. ft. more or less (hereinafter referred to as the **"ALLOTTED APARTMENT/UNIT"** and more fully and particularly described in the Part A of the **SECOND SCHEDULE**) TOGETHER WITH the facility to park _____no/s of medium sized road worthy car/s in the dependent/independent car parking space/spaces in the Basement/Ground Floor/_____ (to be earmarked, identified and designated by the Promoter from within the car parking space/s as envisaged in the BUILDING PLAN at or before the possession of the Allotted Unit) TOGETHER WITH the right to use in harmony with other allottees the common parts and portions, facilities and amenities more fully and particularly described in the THIRD SCHEDULE hereunder written TOGETHER WITH undivided impartible variable share or interest in the land comprised in the said premises (hereinafter referred to as the "Unit and the Properties Appurtenant Thereto" and more fully and particularly described in the Part B of the **SECOND SCHEDULE**) and forming part of the Housing complex to be commonly known as **PARNASREE SKYWAY**.
- xl. **SAID SHARE IN THE SAID PREMISES** shall mean proportionate undivided indivisible impartible share in the land underneath the said residential building and/or residential project/tower comprised in the said premises attributable

and/or allocable to the said unit agreed to be purchased hereunder by the Allottees and to be determined by the Promoter in its absolute discretion.

- xli. **PROMOTER/DEVELOPER** shall mean SKDJ Parnashree Home LLP the said Party hereto of the Second Part and shall include its successor and/or successors in office/interest and assigns.
- xlii. **INSTALLATIONS/SERVICE INSTALLATIONS** shall mean sewers, drains, channels, pipes, water courses, main wires cables, conduits, tanks, and any other apparatus for the supply of water and forming part of common facilities and installations (morefully and particularly mentioned and/or described in the **PART B OF THE THIRD SCHEDULE** hereunder written).
- xliii. **SINKING FUND/RESERVE FUND** shall mean the interest free deposit to be paid and/or contributed by each of the unit owners including the Allottees herein towards upgradation/repair/re-installation fund which shall be held by the Promoter and after the said residential project is completed and possession is made over and upon formation of the Association the said amount shall be transferred by the Promoter to such Association.
- xliv. **RULES** shall mean The West Bengal Real Estate (Regulation & Development) Rules, 2021.
- xlvi. **SPECIFICATIONS** shall mean the materials/specifications used for construction of the said Unit (details whereof will appear from the ---- SCHEDULE hereunder written) forming part of the said residential project.
- xlvii. **TOTAL CONSIDERATION PRICE/PURCHASE PRICE** shall mean the total price agreed to be paid by the Allottees to the Promoter in terms of this agreement more fully and particularly described in the SIXTH SCHEDULE hereunder written.

PART-B-INTERPRETITION

In this Agreement (save to the extent that the context otherwise so requires):

- i) Any reference to any act of Parliament or State Legislation whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws permissions or directions any time issued under it

- ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or novated
- iii) An obligation of the Allottees in this Agreement to do something shall include an obligation to ensure that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, suffer or allow the same to be done.
- iv) Words denoting Masculine gender shall include feminine and neutral genders as well.
- v) Words denoting singular number shall include the plural and vice versa.
- vi) A reference to a statutory provision includes a reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modification made in this Agreement from time to time in force and all statutory instruments or orders made pursuant thereto.
- viii) Any reference to this agreement or any provisions thereof includes all amendments and modification made in this Agreement from time to time in force and supplemental agreements or any other documents and/or agreements.
- ix) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- x) The Schedules shall have effect and be construed as an integral part of this agreement.

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

SIGNED AND DELIVERED
BY THE WITHIN NAMED OWNERS:

**SIGNED AND DELIVERED
BY THE WITHIN NAMED PROMOTER:**

WITNESSES TO ALL THE ABOVE:

1. Signature__ Name_____ Address____

2. Signature__ Name_____ Address____

Drafted by: