

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** ("Agreement") executed on this _____ day of _____, 2024

BY AND BETWEEN

BENGAL BONDED WAREHOUSE LIMITED (PAN: _____) a company within the meaning of the Companies Act, 2013, having its registered office at Sagar Estate, 2, Clive Ghat Street, P.O. GPO, P.S. Hare Street, Kolkata - 700001 represented by its authorized signatory _____ (PAN: _____) son of _____ residing at _____, P.O. _____, P.S. _____, Kolkata - _____ duly authorized to execute this Agreement by virtue of Board Resolution dated _____ hereinafter, referred to as the "OWNER/PROMOTER" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors-in-interest and assigns) of the **ONE PART**.

For Bengal Bonded Warehouse Limited


Director.

AND

_____ (PAN: _____) son of _____, aged about ___ years residing at _____ P.O.- _____, P.S. _____, Pin: _____

AND _____ (PAN: _____) wife/daughter of Mr. _____, aged about ___ years residing at _____ P.O.- _____, P.S. _____, Pin: _____ hereinafter, collectively, called the “**ALLOTTEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the allottee’s heirs, executors, administrators, successors-in-interest and permitted assigns) of the **OTHER PART**.

(The “**OWNER/PROMOTER**” and “**ALLOTTEE**” are hereinafter, collectively, referred to as the “**PARTIES**” and individually as a “**PARTY**”.)

WHEREAS:

- A.** The Owner/Promoter is the absolute and lawful owner of ALL THAT the piece or parcel of land containing by measurement an area of 8 (eight) bighas 7 (seven) cottahs 6 (six) chittacks 20 (twenty) square feet, be the same a little more or less, situate lying at and being premises No. 25 Netaji Subhas Road, Post Office- Kolkata-GPO, Police Station- Hare Street, Kolkata 700 001, within Ward No. 45 of the Kolkata Municipal Corporation hereinafter referred to as the “Project Land” and more fully and particularly described in the **FIRST SCHEDULE** hereunder written and delineated in the map or plan annexed hereto with the colour “RED” thereon and marked as Annexure A hereto. The devolution of title of the said Project Land is more fully described in the **SECOND SCHEDULE** hereunder written.
- B.** The Project Land is for the purpose of developing a real estate project thereat, to consist (as per the present sanctioned plan, which is proposed to be modified) of a structure having a podium at the 8th floor level and thereafter 2 (two) towers, one from 9th floor to 23rd floor (North Tower) and another from 9th floor to 32nd floor (South Tower) each comprising commercial spaces and office units, other built-up areas or spaces reserved and/or retained by the Owner/Promoter and common areas, amenities and facilities, which are earmarked and meant for the use of allottees and/or occupiers of the project (hereinafter referred to as the Project Common Areas, Amenities and Facilities) and more fully and particularly described in the **THIRD SCHEDULE** hereunder written to

be known as “Keventer One” and as may be modified with sanction of the Kolkata Municipal Corporation. (the said “Project”).

- C. The Owner/Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owner/Promoter regarding the Project Land on which the Project is being constructed has been completed.
- D. The Notice of Commencement of work was issued by the architect of the Project to the Kolkata Municipal Corporation on _____ for commencement of work from _____.
- E. The Owner/Promoter has obtained the sanctioned building plan for the said Project from the Kolkata Municipal Corporation being building permit bearing No. 2023050011 dated 21st July, 2023 (said Plan).
- F. The Owner/Promoter has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at _____ no. _____
- G. The Owner/ Promoter, has informed the Allottee that it has applied for revision of the said Plan, vide an application dated 30th March, 2024, in terms of applicable laws, to which, the Allottee has given consent and agrees to give further consent, as and when called upon and on obtaining such revised plan from the Kolkata Municipal Corporation, the Owner/Promoter shall carry out construction in terms of such revised building plan. The Owner/Promoter agrees and undertakes that it shall not make any changes to the revised building plan except in strict compliance with Section 14 of the Real Estate (Regulation and Development) Act 2016 and other laws as applicable.
- H. The Allottee had applied for a commercial unit/office space in the Project vide application No. _____ dated _____ and has been allotted unit no. _____ having carpet area of _____ sq.ft more or less, type _____, on the _____ floor in South/North Tower (the “**Building**”) along with parking space no. _____ on _____ floor, (Parking Space) Together With the pro rata share in the Project Common Areas, Amenities and Facilities as permissible under applicable laws, AND Together

With the right to use and enjoy the Project Common Areas, Amenities and Facilities as and when they are constructed or made ready and fit for use, to be used with all other allottees and the occupiers of the units in the Project (hereinafter collectively referred to as the "said Unit") and more particularly described in the **FOURTH SCHEDULE** hereunder written to be developed in accordance with the Specifications as mentioned in the **SIXTH SCHEDULE** hereto and the floor plan of the said Unit and the Parking Space is delineated in Green colour on the Plan annexed hereto and marked as **Annexure - A** hereto.

- I.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- J.** The Parties have also gone through all the additional disclosures/details as contained hereinafter and also the covenants as contained in the **SEVENTH SCHEDULE** hereunder written and have also understood the mutual rights and obligations detailed therein and the Allottee herein agrees to abide by the same.
- K.** The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notification, etc applicable to the Project.
- L.** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- M.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell, in the manner mentioned below, and the Allottee hereby agrees to purchase the said Unit, as specified in paragraph "H" above.

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:

	the Allottee at Rs. ___/- per sq. ft.	_____/-
	Sub-Total	_____/-
C.	Total GST (Goods and Service Tax)	_____/-
	Total Price(A+B+C)	_____/-

In addition to the aforesaid Total Price, the following Deposits and Charges shall be paid at actuals/ or as mentioned by the Owner/Promoter as per the schedule as mentioned in the Payment Plan (defined in clause 1.3 hereinafter) :

- (a) Cost of Electricity Meter;
- (b) Stamp Duty/ Registration Charges/ Commission charges and other incidental expenses in this regard for stamping, registration and commission;
- (c) Interest free Sinking Fund @ Rs. ___/- per sq. ft. of super built-up area of the Unit amounting to Rs. _____/- (Rupees _____ only).
- (d) Interest free common area maintenance deposits for ___ months @ Rs. ___/- per sq. ft of the super built up area of the Unit amounting to Rs. _____/- (Rupees _____ only).
- (e) Interest free electricity meter deposits @ Rs. ___/- per sq. ft. of the super built up area of the Unit amounting to Rs. _____/- (Rupees _____ only).
- (f) Interest free municipal tax deposit @ Rs. ___/- per sq. ft. of the super built up area of the Unit amounting to Rs. _____/- (Rupees _____ only)
- (g) Security Deposit and the expenses as may be required by CESC Limited or other electricity provider in respect of the common meter/s in respect of the Project Common Areas, Amenities and Facilities and payable to the Owner/Promoter on or before the notice for possession.
- (h) The proportionate share of costs, charges and expenses for providing any additional fire safety measures over and above the fire safety equipment to be provided by the Owner/Promoter.

Notes:

The abovementioned interest free common area maintenance deposit, electricity meter deposit and Sinking Fund shall be received by the Promoter on behalf of the Maintenance Body (as hereinafter defined) and transferred by the Promoter to the Maintenance Body upon its formation subject to the provisions of Clauses 36.6 & 36.7 hereunder. Any extra cost over and above the rate mentioned above, if incurred by the Promoter at the time of installation of the transformer and electricity connection shall be charged proportionately on actual basis.

Explanation:

- (i) The Total Price mentioned above includes the booking amount paid by the Allottee to the Owner/Promoter towards the said Unit;
- (ii) The Total Price mentioned above includes Taxes payable by the Allottee and also include taxes (consisting of tax paid or payable by the Owner/Promoter by way of GST. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Owner/Promoter, by whatever name called) up to the date of sale deed and/or handing over the possession of the said Unit Provided That in case there is any change / modification in the Taxes payable by the Allottee, the subsequent amount payable by the Allottee to the Owner/Promoter shall be increased/reduced based on such change / modification;
- (iii) The Owner/Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in clause 1.2 above and the Allottee shall make payment demanded by the Owner/Promoter within 30 (thirty) days from the date of such intimation and in the manner specified therein. In addition, the Owner/Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv) The Total Price of said Unit includes the cost of the proportionate undivided share in the Project Common Areas, Amenities and Facilities as provided in the Agreement;
- (v) The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Owner/Promoter

undertakes and agrees that while raising a demand on the Allottee for increase in development charges, costs/charges imposed by the competent authorities, the Owner/Promoter shall enclose the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

- 1.3 The Allottee(s) shall make the payment of the Total Price as also other charges and deposits as mentioned above as per the payment plan set out in the **FIFTH SCHEDULE** hereto (the "**PAYMENT PLAN**").
- 1.4 It is agreed that the Owner/Promoter shall not make any additions and/or alterations in the sanction plans, lay-out plans and specifications and the nature of fixtures, fittings described herein in the **SIXTH SCHEDULE** (which shall be in conformity with the advertisement, brochure etc. on the basis of which sale is effected) in respect of the said Unit without the previous written consent of the Allottee, as per the provisions of the Act, provided that, the Owner/Promoter may make such minor additions or alterations, as may be required by the Allottee or such minor changes or alteration as per the provisions of the Act.
- 1.5 The Owner/Promoter shall confirm to the Allottee the final carpet area of the said Unit that has been allotted to the Allottee after the construction of the Building is complete and the -Completion Certificate (or such other certificate by whatever name called is issued by the competent authority) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Owner/Promoter. If there is reduction in the carpet area within the defined limit of 5%, then the Owner/Promoter shall refund the excess money paid by the Allottee within 45 (forty five) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is an increase in the carpet area, allotted to the Allottee, the Owner/Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

- 1.6 Subject to clause 9.3 below, the Owner/Promoter agrees and acknowledges, that the Allottee shall have the right to the Unit, as mentioned below:
- i. The Allottee shall have exclusive ownership of the Unit;
 - ii. The Allottee shall also have undivided pro rata share in the Project Common Areas, Amenities and Facilities. Since the share / interest of the Allottee in the Project Common Areas, Amenities and Facilities is undivided and cannot be divided or separated, the Allottee shall use the Project Common Areas, Amenities and Facilities along with other occupants, maintenance staff etc. of the Project, without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Project Common Areas, Amenities and Facilities shall always be subject the timely payment of the maintenance charges and other charges as applicable It is clarified that the Owner/Promoter shall convey the undivided proportionate title in the common areas to the Maintenance Body as provided in the Act.
 - (iii) The computation of price of the said Unit includes recovery of price of land, construction of (not only the Unit but also) the Project Common Areas, Amenities and Facilities, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the said Unit, lift, waterline and plumbing, fire detection and fire fighting equipment in the common areas doors, windows, and includes cost for providing all other facilities, amenities and specifications to be provided within the said Unit and the Project.
- 1.7 It is made clear by the Owner/Promoter and the Allottee agrees that the said Unit as so mentioned in the **FOURTH SCHEDULE** hereto shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent self-contained Project covering the Project Land and is not a part of any other Project or zone and shall not form a part of and/or linked/combined with any other Project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that the Project's facilities and amenities shall be available only for use and enjoyment of the allottees (including the Allottee herein) of the Project. It is further clarified that the proposed commercial and retail units in the Project shall be allotted to the allottees of such commercial and retail units and shall be open for public at large to enable the allottees of such units to carry on with their business and shall not be a portion of the common areas exclusively for the use and enjoyment of the allottees and/or occupiers of Keventer One. The allottees of the office units shall not have any

rights over such commercial and retail units or on any part thereof, in any manner whatsoever and shall further have no objection to such commercial and retail units being transferred and/or allotted by the Owner/Promoter on commercial terms to third parties and being used and/or utilized by such third parties, their men, and agents, for such specific purpose of carrying out their business therefrom.

1.8 The Owner/Promoter agrees to pay all outgoing before transferring the physical possession of the units to the allottees, which the Owner/Promoter has collected from the allottees (including the Allottee herein) for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances, and such other liabilities payable to competent authorities, banks(s) and financial institutions which are related to the Project). If the Owner/Promoter fails to pay all or any of the outgoings collected by the Owner/Promoter from the allottees, (including the Allottee herein) or any liability, mortgage loan and interest thereon before transferring the units respectively to the allottees, then, and in such event, the Owner/Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceeding which may be taken therefore by such authority or person.

1.9 The Allottee, has paid a sum of **Rs. _____/(Rupees _____ only)** as Booking Amount,(being 10% of the composite price of the said Unit) being part payment towards the Total Price of the said Unit at the time of booking , the receipt of which the Owner/Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the said Unit as prescribed in the **Payment Plan** hereunder written as may be demanded by the Owner/Promoter within the time and in the manner specified therein.Provided that if the Allottee delays in payment towards any amount, which is payable, the Allottee shall be liable to pay interest as prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement, and the Owner/Promoter abiding by the construction milestones, the Allottee shall make all payments on written demand/email by the Owner/Promoter, within the stipulated time as mentioned in the Payment Plan or otherwise, through account payee cheque/ demand draft/ banker's cheque or online

payment (as applicable) in favour of ' _____ ', payable at Kolkata or in the manner mentioned in the said demand/email.

3. COMPLIANCE OF LAW RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Owner/Promoter with such permission, approvals which would enable the Owner/Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on Allottee's part to comply with the applicable guidelines issued by the Reserve Bank of India, the Allottee may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Owner/Promoter accepts no responsibility in regard to matters specified in clause 3.1 above. The Allottee shall keep the Owner/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 Owner/Promoter immediately and comply with necessary formalities if any under the applicable laws. The Owner/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 Owner/Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

Time is of essence for the Owner/Promoter as well as the Allottee. The Owner/Promoter shall abide by the time schedule for completing the Project and handing over the said Unit to the Allottee and the common areas to the maintenance body after receiving the completion certificate. Similarly, the Allottee shall make timely payments of the installment and other dues payable by the Allottee and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Owner/Promoter as provided in the Payment Plan.

6. CONSTRUCTION OF THE PROJECT/UNIT:

The Allottee has seen the specifications of the said Unit, accepted the Payment Plan, floor plans, layout plans, physically inspected the Project and has satisfied themselves on the layout of the Unit and also the floor plan of the said Unit as annexed hereto which has been approved by the competent authority as well as the Project, its construction quality, specifications, amenities and facilities of the Unit/Project as mentioned in the **SIXTH SCHEDULE** hereto and has accepted the same. The Owner/Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms of this Agreement, the Owner/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 concerned municipality 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 breach of this term by the Owner/Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE UNIT:

7.1 Schedule for possession of the Unit- The Owner/Promoter agrees and understands that timely delivery of possession of the said Unit to the Allottee is the essence of the Agreement. The Owner/Promoter, based on the approved plans and specifications, assures to hand over possession of the Unit on _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, lockdowns due to pandemic, epidemic 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 Owner/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 Owner/Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Owner/Promoter shall refund to the Allottee the entire amount received by the Owner/Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession - The Owner/Promoter, upon obtaining the completion certificate or partial completion certificate, as the case may be, from the competent authority shall offer in writing the possession of the said Unit (the "**NOTICE OF POSSESSION**"), to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issuance of the said Notice Of Possession and the Owner/Promoter shall give possession of the Unit to the Allottee (the "**POSSESSION DATE**"). The Owner/Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Owner/Promoter. The Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Owner/Promoter/Maintenance Body, as the case may be. The Owner/Promoter shall offer the possession of the said Unit to the Allottee in writing within 15 (fifteen) days of receiving the completion certificate or the partial completion certificate of the Project/Unit, as the case may be.

- 7.3 Failure of the Allottee to take Possession of said Unit-** Upon receiving the Notice Of Possession from the Owner/Promoter, as per clause 7.2, the Allottee shall take possession of the said Unit from the Owner/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Owner/Promoter shall hand over possession of the said Unit to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable (Deemed Date of Possession).
- 7.4 Possession by the Allottee-** After obtaining the completion certificate or the partial completion certificate, as the case may be, and handing over physical possession of the units to the allottees in the Project, it shall be the responsibility of the Owner/Promoter to hand over the necessary documents and plans, including the Project Common Areas, Amenities and Facilities to the maintenance body, syndicate, committee, body, society or company, as may be formed for the maintenance and management of the Project ("**Maintenance Body**"), as the case may be, as per the local laws however subject to obtaining the completion certificate of the Project in the event the said Unit is handed over after obtaining a partial completion certificate.
- 7.5 Cancellation by Allottee -** The Allottee shall have the right to cancel/withdraw the Allottee's 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 Owner/Promoter, the Owner/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 Owner/Promoter to the allottee within 45 days of such cancellation, in accordance with applicable laws.
- 7.6 Compensation -** The Owner/Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the Project Land, on which the Project is being 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 Owner/Promoter fails to complete or is unable to give possession of the said Unit (i) in

accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration, if any, under the Act or for any other reason , the Owner/Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project , without prejudice to any other remedy available, to return the total amount received by the Owner/Promoter in respect of the said Unit, along with interest at the rate as prescribed in the Act and/or the Rules made thereunder within 45 (forty-five) days, including compensation in the manner provided under the Act.

Provided That, where the Allottee does not intend to withdraw from the Project, the Allottee shall be paid interest as prescribed in the West Bengal Real Estate (Regulation and Development) Rules, 2021, for every month of delay, till the handing over of the possession of the said Unit.

8. REPRESENTATION AND WARRANTIES OF THE OWNER/PROMOTER:

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

- (i) The Owner/Promoter has absolute, clear and marketable title with respect to the Project Land; the requisite rights to carry out development upon the Project Land and absolute, actual, physical and legal possession of the Project Land for the Project;
- (ii) The Owner/Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) Save and except the existing mortgage of the Project Land, there are no encumbrances upon the Project Land or the Project , in any manner whatsoever for the beneficial use and enjoyment of the Project ,save and except mortgage of the Project Land for obtaining loan.
- (iv) There are no litigations pending before any Court of law or Authority with respect to title of the Project Land, Project or the said Unit.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and said Unit are valid and subsisting and have been obtained by following due process of law. Further, the Owner/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to

the Project, Project Land, said Unit and Project Common Areas, Amenities and Facilities;

- (vi) The Owner/Promoter have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Owner/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 Project Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Owner/Promoter confirms that the Owner/Promoter 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 Owner/Promoter shall handover lawful, vacant, peaceful, physical possession of the said Unit to the Allottee and the Project Common Areas, Amenities and Facilities to the Maintenance Body to be formed in terms of applicable laws.
- (x) The said Project Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Project Land;
- (xi) The Owner/Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent Authorities till the completion certificate has been issued and possession of unit, along with the Project Common Areas, Amenities and Facilities has been handed over to the Allottee and/or the Maintenance Body 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 Owner/Promoter in respect of the Project Land and/or the Project.
- (xiii) The said Project Land is not a waqf property.

9. EVENT OF DEFAULTS AND CONSEQUENCES:

- (i) Subject to the Force Majeure clause and reasons beyond control, the Owner/Promoter shall be considered under a condition of Default, in the following events subject to the Allottee having complied with all his obligations under this Agreement including making timely payment of all amounts payable under this Agreement and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law: , if the Owner/Promoter fails to provide ready to move in possession of the said Unit to the Allottee within the time period specified in para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which completion certificate has been issued by the competent authority.
- (ii) Discontinuance of the Owner's/Promoter's business as a developer on account of suspension or revocation of Owner's/Promoters registration, if any, under the provisions of the Act or the Rules or regulations made there under.

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

- (i) Stop making further payments to the Owner/Promoter as demanded by the Owner/Promoter. If the Allottee stops making payments, the Owner/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 Owner/Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Unit, along with interest at the rate as prescribed in the Rules, within 45 (forty five) days of receiving the termination notice.

Provided That, where the Allottee does not intend to withdraw from the Project or terminate the Agreement, the Allottee shall be paid, by the Owner/Promoter, interest at the rate as prescribed in the Rules, for every month of delay till the handing over of the possession of the said Unit, which shall be paid by the Owner/Promoter to the Allottee within 45 (forty five) days of the same becoming due.

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

(i) In case the Allottee fails to make payment for two (2) consecutive demands made by the Owner/Promoter as per the Payment Plan, annexed hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Owner/Promoter, on the unpaid amounts at the rate prescribed in the Rules.

In case the default by the Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Owner/Promoter in this regard, the Owner/Promoter, may cancel the allotment of the said Unit in favour of the Allottee and refund the money paid to the Owner/Promoter by the Allottee after deducting there from the Booking Amount, the interest liabilities (if any), Goods and Service Tax paid till date of cancellation, Goods and Service Tax payable on account of such cancellation and together with deduction of such other tax/levy as may be applicable at the time of such termination.

(ii) On such termination, the Owner/Promoter shall be free to deal with , dispose of and/or sell the said Unit to anyone else without any reference to the Allottee whose rights and/or entitlements shall come to an end forthwith upon such termination. Notwithstanding anything mentioned herein, the Allottee expressly acknowledges understands and agrees that in the event of cancellation of the allotment of the said Unit (and this Agreement) in terms of this Agreement by the Allottee or the Owner/Promoter, as the case may be, or if the Allottee fails to co-operate with the Owner/Promoter in executing and registering necessary Deed and/or Agreement of Cancellation to record such cancellation, mere serving of notice of termination alone by the Owner/Promoter shall be sufficient to record and effect the cancellation of this Agreement and extinguishment of all rights of the Allottee hereunder, or in law, and no further act or other deed, document or instrument shall be required to be executed or registered by the Allottee for this purpose and the Allottee expressly

agrees to the same. However, the Owner/Promoter in its sole discretion shall have the right (but not obligation) to execute and register an unilateral Deed of Cancellation in the nature of a declaration to record the fact of such cancellation, and the Allottee hereby agrees that in such an event, the Allottee shall have no rights to object to the same and hereby records its consent thereto.

10. CONVEYANCE OF THE UNIT:

The Owner/Promoter, on receipt of Total Price of the said Unit, as per para 1.2 above including maintenance charges and other outgoings from the Allottee and due compliance by the Allottee of all obligations under this Agreement, shall execute a conveyance deed and convey the title of the said Unit together with pro rata share in the Project Common Areas, Amenities and Facilities (within three months from the date of issuance of the Completion certificate/ or the partial completion certificate, to the Allottee provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Owner/Promoter within 3 (three) months from the date of issue of completion certificate and/or the partial completion certificate. In case, however, the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Owner/Promoter to withhold registration of the conveyance deed in favour of the Allottee till payment of stamp duty and registration charges to the Owner/Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899, including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE UNIT/ PROJECT:

The Owner/Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Maintenance Body upon the issuance of the completion certificate of the Project subject to the Allottee paying the proportionate maintenance charges per sqft per month of the super built up area of the said Unit as will be so notified by the Owner/Promoter on actuals plus 10% service charges to Owner/Promoter. Applicable taxes will be charged extra.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Owner/Promoter as per this Agreement relating to such development, is brought to the notice of the Owner/Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Owner/Promoter to start rectification work of such defects without further charge, within 30 (thirty) days and in the event of the Owner's/Promoter's failure to start rectification such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act. It is clarified that the above said responsibility of the Owner/Promoter shall not cover defects, damage or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Allottee or its nominee/agent (iii) case of force majeure (iv) failure to maintain the amenities/equipment (v) accident and (vi) negligent use. Provided that where the manufacturer warranty as shown by the Owner/Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building and if the annual maintenance contracts are not done/renewed by the allottees and/or the Maintenance Body, the Owner/Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the respective vendors/manufacturers that all equipments, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the units and the common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Unit/Building includes minor hairline cracks on the external and internal walls excluding the RCC structure, which occur due to shrinkage in concrete, block work/brick work, plaster, which is inherent property of cementitious material and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee, it shall be necessary for the Allottee to provide the Owner/Promoter or its men agents and representatives reasonable

opportunity to inspect, assess, and determine the nature of the purported defect (if any). Notwithstanding anything contained hereinbefore, it is expressly agreed and understood that in case the Allottee, without first notifying the Owner/Promoter and without giving the Owner/Promoter the reasonable opportunity to inspect, assess and determine the nature of the purported defect, alters the state and condition of the area of the purported defect, then in such event, the Owner/Promoter shall be relieved of its obligations contained hereinbefore.

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

The Allottee hereby agrees to purchase the said Unit on the specific understanding that Allottee's right to the use of Project Common Areas, Amenities and Facilities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed by the Maintenance Body or Owner/Promoter till formation of Maintenance Body and performance by the Allottee of all the Allottee's obligations in respect of the terms and conditions specified by the Maintenance Body or Owner/Promoter from time to time.

14. RIGHT TO ENTER THE SAID UNIT FOR REPAIRS:

The Owner/Promoter/Maintenance Body shall have rights of unrestricted access of all Project Common Areas, Amenities and Facilities, parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Owner/Promoter/Maintenance Body to enter into the said 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 or attendances.

15. USAGE:

Use of Service Areas: The service areas as located within the Project shall, however, be earmarked for purposes such as parking spaces and services including but not limited to electric meter room, underground water tanks, maintenance and service rooms, and equipment's etc. and other permitted uses as per the sanctioned plan. The Allottee shall not be permitted to use the service areas in any manner whatsoever,

other than those earmarked as parking spaces if any specifically allotted to the Allottee here in, and the same shall be reserved for use by the Owner/Promoter/Maintenance Body for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT

16.1 Subject to clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the said Unit at the Allottee's own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the said 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 said Unit and keep the said Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

16.2 The Allottee further undertakes, assures and guarantees that the Allottee would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, building therein or the common areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, puncture / tamper any structural member/fire stop system including the outer and load bearing wall of the Unit.

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

16.4 The Allottee agrees, covenants and undertakes to observe and comply with the covenants and/or terms & conditions mentioned in **SEVENTH SCHEDULE-** and shall be liable and responsible for all losses and damages arising in case of default, violation and/or breach of any of them.

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

The Parties are entering into this Agreement for the allotment of the said Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project. That the Allottee hereby undertakes that the Allottee shall comply with and carry out, from time to time after the Allottee 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 the Allottee's own costs.

18. ADDITIONAL CONSTRUCTIONS:

The Owner/Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the grant of building plan by the competent authority(ies), except for as provided in the Act. In this regard it may be mentioned that the Owner/Promoter has already applied for revision of the said plan under relevant law(s) and the Allottee has been made aware of the submission of such revised plan and the proposed revisions thereto. The Allottee hereby confirms and records its consent to such revision of the sanction plan and/or constructions to be made in terms of such revised plan.

19. OWNER/PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE:

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

However, the Allottee hereby irrevocably consents that the Owner/Promoter shall be entitled to take loans and/or financial assistance for the purpose of implementation and execution of the Project upon mortgaging the Project Land. For obtaining such loans and/or financial assistance from Banks/Financial Institutions/Housing Finance Companies or corporate bodies, the Owner/Promoter shall be entitled to create charge and/or mortgage in respect of the Project Land in favour of the Banks/Financial Institutions/Housing Finance Companies or corporate bodies granting such loans. Moreover , on or before the execution of the Deed of Conveyance in respect of the said

Unit, a release/no objection/ clearance shall be obtained by the Owner/Promoter. Similarly, the Allottee shall be entitled to take loans for the purpose of acquiring the said Unit in the Project from banks, institutions and entities granting such loans provided that such loans are in accordance with and subject to this Agreement.

20. APARTMENT OWNERSHIP ACT

The Owner/Promoter has informed and assured the Allottee that the provisions of the West Bengal Apartment Ownership Act, 1972 does not apply to the said Project.

21. BINDING EFFECT:

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

22. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all previous assurances, representations, brochures, advertisements including through digital/electronic media, correspondence, negotiations, understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Unit/Project/building, as the case may be.

23. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties. Any document containing any additions, modifications, amendments, consents or variations accepted by the parties shall be valid and binding irrespective of whether the same is registered or not.

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE:

25.1 The Owner/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 as mentioned in the **FIFTH SCHEDULE** hereto 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 Owner/Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Owner/Promoter to exercise such discretion in the case of other Allottees.

However, such waiver, if any, shall be deemed to be a temporary waiver only and in case of the Owner/Promoter being liable to pay any interest or compensation to the Allottee for any reason whatsoever under this Agreement and/or the Act and/or Rules thereunder, then the waiver shall stand revoked and the interest amount as per the Act and/or Rules payable by the Allottee shall be adjusted against the amount, if any, payable by the Owner/Promoter. The Allottee may also, at its sole option and discretion, without prejudice to his rights as set out in this Agreement, waive any breach or delay by the Owner/Promoter including waiving the delay in completion

and/or handover of possession in terms of this Agreement and/or under the provisions of the Act and/or Rules thereunder.

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

26. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Real Estate (Regulation & Development) Act, 2016 and/or the Rules and/or the Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the aforesaid Act and/or the Rules and/or the Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

28. FURTHER ASSURANCES:

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

29. PLACE OF EXECUTION:

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

30. NOTICES:

30.1 That all notices to be served on the Allottee and the Owner/Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Owner/Promoter by Registered/Speed Post at their respective addresses specified below:

_____ **Name of Allottee**
_____ **(Allottee Address)**
_____ **Owner/Promoter Name**
_____, (Promoter Address)

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

31. JOINT ALLOTTEES:

That in case there are joint allottees all communications shall be sent by the Owner/Promoter to the allottee whose name appears first and at the address given by the allottee which shall for all intents and purposes to consider as properly served on all the allottees.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be referred to Arbitration, under the Arbitration and Conciliation Act, 1996, or its modifications if any or as permissible under the Act and/or the Rules and Regulations made thereunder. The venue of such Arbitration shall be at Kolkata.

34. DISCLAIMER

All terms and conditions mentioned hereinafter are as per the contractual understanding between the parties and are not in derogation of and/or inconsistent with the terms and conditions hereinbefore contained and/or the provisions of the Real Estate (Regulation and Development) Act, 2016 Act and the West Bengal Real Estate (Regulation and Development) Rules, 2021 and Regulations made thereunder.

35. SCHEME OF DEVELOPMENT OF THE PROJECT AND THE RIGHTS OF THE ALLOTTEE:

35.1 The Allottee, upon full satisfaction and with complete knowledge of the scheme of development of the Project and all other ancillary matters has entered into this Agreement. The Allottee is acquainted that the proposed Project shall comprise of a building structure having a podium till the 8th floor level and there after 2 (two) Towers, one from 9th floor to 23rd floor (North Tower) another from 9th floor to 32nd floor (South Tower) each comprising of commercial spaces and office units, other

built-up areas or spaces together with such other spaces and various common areas and facilities to be constructed thereat being the Project Common Areas, Amenities and Facilities. . It is further clarified that the proposed commercial and retail units in the Project shall be allotted to the allottees of such units and shall be open for public at large to enable the allottees of such units to carry on with their business and shall not be a portion of the common areas exclusively for the use and enjoyment of the allottees and/or occupiers of **Keventer One**. The allottees of the office units shall not have any rights over such commercial and retail units or on any part thereof, in any manner whatsoever and shall further have no objection that such commercial and retail units being transferred and/or allotted by the Owner/Promoter on commercial terms to third parties and being used and/or utilized by such third parties, their men, and agents, for such specific purpose. The Allottee further agrees and hereby records its consent not to claim any rights over such commercial and retail units or on any part thereof, in any manner whatsoever and shall have no objection that such commercial and retail units being transferred and/or allotted by the Owner/Promoter on commercial terms to third parties and being used and/or utilized by such third parties, their men, and agents, for such specific purposes. The Allottee having understood the same, hereby accords his/her/ its consent to the proposed scheme of development and undertakes not to raise any claims and/or objections thereto at any time hereafter.

- 35.2 The Allottee has been made aware of the submission of such revised plan as mentioned herein before and the proposed revisions thereto. The Allottee after perusing the revised plan is acquainted with the changes /modifications in the proposed revised plan, and hereby agrees that he would not raise any claims thereto. The Allottee has been further made aware and informed that in terms of the proposed revised plan, the Owner/Promoter shall on obtaining the revised sanction plan duly approved from the Kolkata Municipal Corporation, shall construct of a building structure having a podium at the 10th floor level and there after 2 (two) Towers, both from 11th floor to 38th floor North Tower and South Tower comprising of commercial spaces and office units, other built-up areas or spaces reserved and/or retained by the Owner/Promoter and common areas, amenities and facilities, which are earmarked and meant for the use of the allottees and/or occupiers of the project and hereby expressly records its consent to such revisions and further agrees not to raise any claims and/or disputes in this regard.

- 35.3 The Allottee is further aware and has agreed that a portion of the constructed area shall be kept aside to set up a proprietary club (BUSINESS CLUB) therein. The Business Club shall be managed and operated by the Owner/Promoter or such agency as may be appointed by the Owner/Promoter from time to time. The Business Club shall remain the property of the Owner/Promoter, and/or any subsequent transferee whom the Owner/Promoter may transfer such Business Club. The right of enjoyment and use of the Business Club shall be restricted to only those persons who shall become members of the Business-Club. The allottees in the Project may be offered preferential membership (at the sole discretion of the Owner/Promoter) of the Business Club and the Owner/Promoter and/or its subsequent transferee also make it clear that they will grant membership to third parties, who are not allottees of units in the Project also. The rules, restrictions, terms and conditions of use of the Business Club, including that of membership and admission fee, shall be framed by the Owner/Promoter and/or any subsequent transferee, from time to time.
- 35.4 The Allottee has also been made aware that in terms of the said plan and proposed revised building plan the Owner/Promoter proposes to construct a helipad on a part of the ultimate roof of the buildings and/or raised platform over a part of the roof. Such helipad and the ancillary areas thereto including but not limited to the helipad, the constructed floor below the helipad, the roof space below the helipad and adjacent thereto, or used or intended to be used for such facilities, shall be used as a boarding/lounge area or such other facility area as may be deemed fit by the Owner/Promoter and/or its assignees or transferees at its sole discretion. The remaining part of the roof of the boarding /lounge area shall be treated as a regulated zone, the rules of usage whereof shall be formulated by the Owner/Promoter from time to time at its sole discretion. For this reason and more particularly in view of the safety and security of the service provided as well as that of the Allottee, the helipad area, area below the helipad, area proposed to be used for facilities, amenities and conveniences for the helipad service as well as the regulated zone shall not be deemed to be a part of the Project Common Areas, Amenities and Facilities and no right or share therein or in respect thereof is being offered or agreed to be sold or granted to the Allottee under or by this Agreement, and such portion shall always be and be deemed to have been built, constructed as a separate unit on which only the

Owner/Promoter shall have exclusive rights and in respect of which the Allottee, other unit owners and/or occupants of the buildings shall have no right, title, interest, claim or entitlement whatsoever. The Purchaser/Allottee agrees that for the purpose of seamless operation of the helipad and for the safety and security of the occupants of the building, the Purchaser/Allottee shall not have any access to such part of the ultimate roof area except as may be permitted by or on behalf of the Owner/Promoter and/or its assignees or transferees in accordance with rules and regulations and subject to terms and conditions as may be framed by the Owner/Promoter and/or its assignees or transferees, in this regard from time to time. The Purchaser/Allottee however shall have access to the Common Installations (if any) which shall be maintained by the Maintenance Body and such part of the roof/terrace of the Building not set apart for the helicopter services or connected therewith. The Allottee hereby records its consent to such helipad lounge area or other facility area operations from the said Project and further agrees not to raise any claims and/or objection in respect thereof.

- 35.5 The Allottee has been made expressly aware that the adjoining premises Nos. 23A and 23B N.S. Road are also owned by the Owner/Promoter but is under the possession of lessees/tenants and after considering what has been disclosed to the Allottee by the Owner/Promoter, the Allottee has, after taking independent legal advice in respect thereof, agreed that lessees/tenants occupying premises Nos. 23A and 23B, N.S. Road shall have a right of easement over a portion of the Project Land for the purpose of ingress and egress only to such premises. The Allottee has also been made aware and agrees that under no circumstances in the future, shall the Allottee, or any maintenance body/association, be entitled to raise any dispute or dissent in respect of such easement rights granted to the occupants of the premises Nos. 23A and 23B N.S. Road, Kolkata.
- 35.6 The Allottee agrees that the Owner/Promoter shall be entitled to provide and designate certain common areas and facilities in the said Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the allottee/s of such units and to the exclusion of other allottee/s in the said Project ("Limited Common Areas And Facilities"). The Allottee agrees to use only the Limited Common Areas And Facilities (if any) specifically identified for the Allottee appertaining to the said Unit. The Allottee agrees to not use the Limited

Common Areas And Facilities identified for other allottee/s and hereby records its consent that the Allottee does not have any claim of any nature whatsoever with respect to the Limited Common Areas And Facilities identified for other allottee/s and/or the usage thereof.

- 35.7 The Allottee agrees that save & except those expressed or intended by the Owner/Promoter to form part of the Project Common Areas, Amenities and Facilities as defined herein and in the Third Schedule hereunder written, no other part or portion of the said Project shall be claimed to be part of the Project Common Areas, Amenities and Facilities, by the Allottee either independently or in common with any other allottee.
- 35.8 The Allottee has been made expressly aware and after considering what has been disclosed to the Allottee by the Owner/Promoter, the Allottee has, after taking independent legal advice in respect thereof, agreed that his right to enjoy the Project Common Areas, Amenities and Facilities shall always be subject to a permanent right of easement use and access of the Owner/Promoter, their men and agents, the owner(s) and occupants of the Project, with whom such Project Common Areas, Amenities and Facilities will be shared. The Allottee has also been made aware and agrees that the Owner/Promoter and the owner(s) and occupiers of the other units shall also be entitled to the Project Land and all benefits arising therefrom.
- 35.9 The rights of the Allottee is limited to ownership of the said Unit and the Allottee hereby accepts the same and shall not, under any circumstances, raise any claim, of ownership, contrary to the above. The Allottee shall only have the right to use the Project Common Areas, Amenities and Facilities to the extent required for beneficial use and enjoyment of the said Unit, which the Allottee hereby accepts and agrees that the Allottee shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Project Common Areas, Amenities and Facilities.
- 35.10 The Allottee shall not have and/or claim any right of whatsoever nature over the terrace of the Lift Machine Room / Overhead Tank/Stair Head Room/solar panels, if any, in the said project "**Keventer One**" and the Owner/Promoter shall have exclusive right to install hoardings/neon sign, bill boards / advertisements etc. on the same or on the facade of the building or a portion of the boundary wall and shall be entitled to all the revenue out of the same, however, the Owner/Promoter shall only be liable for

the payment of all the necessary electricity, any or all statutory charges, taxes, levies and outgoings, as may be imposed by the authority/ authorities for the same.

36. INTERIM MAINTENANCE PERIOD

- 36.1 During the interim maintenance period between handing over possession of the respective units to the allottees and the formation and operationalization of the Maintenance Body, the Owner/Promoter shall through itself or through a facility management company run, operate, manage and maintain the Project Common Areas, Amenities and Facilities. The Owner/Promoter shall also be entitled to a management fee calculated at 10% of the total maintenance charges together with applicable GST thereon.
- 36.2 The Owner/Promoter shall endeavour that the facility management company responsible for the maintenance and operation of the Project Common Areas, Amenities and Facilities will be required to provide manpower for maintaining the same wherever required, and to collect maintenance charges and the user charges for the utilities being provided on “pay and use” basis, if any.
- 36.3 The maintenance and management of Project Common Areas, Amenities and Facilities by the facility management company and the Maintenance Body on formation, will primarily include the maintenance of the Project (including the Building and the Project Common Areas, Amenities and Facilities) and for timely renewal of all permissions, licenses, approvals, annual maintenance contracts, as the case may be. It will also include safety and security of the Project such as fire detection and protection and management of general security and control of the Project.
- 36.4 The Rules/ Bye Laws to regulate the use and maintenance of the Project Common Areas, Amenities and Facilities shall during the interim maintenance period be framed by the Owner/Promoter with such restrictions as may be necessary for proper maintenance and the Allottee shall be bound to follow the same.
- 36.5 After the Project Common Areas, Amenities and Facilities are handed over to the Maintenance Body, the Maintenance Body may adopt the Rules and the Bye laws

framed by the Owner/Promoter, with or without amendments, as may be deemed necessary by the Maintenance Body.

- 36.6 The Allottee agrees and undertakes to deposit the non-interest bearing security deposit (as specified in the Payment Plan) with the Owner/Promoter. The Allottee agrees and acknowledges that Sinking Fund, Electricity meter deposit and the interest free maintenance deposit shall be handed over to the Maintenance Body by the Owner/Promoter, without any interest, after adjusting/deducting there from all amounts then remaining due and payable by the Allottee or the several other allottees of the Project on account of outstanding maintenance and common charges and expenses to the Owner/Promoter, together with interest thereon. Such amount(s), if any, thus transferred shall be held by the Maintenance Body on behalf of and on account of the Allottee and the other allottees of the Project. The Allottee undertakes to make good and pay to the Maintenance Body all such amounts that may be deducted/adjusted as aforesaid by the Owner/Promoter as due and payable by the Allottee and/or to replenish any shortfalls caused on account of the Allottee. The Owner/Promoter shall not be held liable, in any manner whatsoever, for any shortfall in the Sinking Fund, Electricity meter deposit and the interest free maintenance deposit due to the above adjustments or otherwise after the handover of the Sinking Fund, Electricity meter deposit and the interest free maintenance deposit by the Owner/Promoter to the Maintenance Body and the Allottee and the Maintenance Body shall jointly and severally keep the Owner/Promoter indemnified for the same.
- 36.7 The Allottee acknowledges and agrees to allow the Owner/Promoter to adjust any receivables and/ or dues towards common charges and expenses from the Sinking Fund, Electricity meter deposit and the interest free maintenance deposit before the same is handed over to the Maintenance Body. The Allottee hereby agrees and undertakes to bear all taxes that may be levied on the Owner/Promoter on account of making such adjustments and/or on account of the Owner/Promoter transferring/handing over the Sinking Fund Electricity meter deposit and the interest free maintenance deposit to the Maintenance Body. On any such adjustments being made from the Sinking Fund Electricity meter deposit and the interest free maintenance deposit, the Allottee hereby undertakes to make good the resultant shortfall in the Sinking Fund Electricity meter deposit and the interest free

maintenance deposit within 15 (fifteen) days of a demand made by the Owner/Promoter and/or the Maintenance Body on formation with respect thereto.

37. MAINTENANCE BODY

37.1 The Owner/Promoter may, in accordance with applicable laws, call upon the respective allottees of units to form the Maintenance Body. The Project Common Areas, Amenities and Facilities shall be handed over to the Maintenance Body and it shall be incumbent upon the Allottee to join the Maintenance Body and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the same. The Allottee shall pay the necessary subscription and/or membership amounts, together with the proportionate costs and expenses (including but not limited to payment of proportionate Stamp Duty and Registration charges payable) for (i) formation of the Maintenance Body, and (ii) transfer of the Project Common Areas, Amenities and Facilities. The Allottee hereby authorizes the Owner/Promoter to take all necessary steps in this connection on his/her/their/its behalf, and further the Allottee agrees to comply with and/or adhere to all the applicable laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Maintenance Body.

37.2 The Owner/Promoter shall take steps for formation of the Maintenance Body. Any maintenance body, company, syndicate, committee, body or society formed by any of the unit Allottees without the participation of the Owner/Promoter shall not be entitled to be recognised by the Owner/Promoter and shall not have any right to represent the unit allottees or to raise any issue relating to the Building or the Premises. The Allottee is made aware and agrees that the Maintenance Body shall be formed in the manner and form, as may be fixed by the Owner/Promoter in terms of the applicable laws, within 3 months from the date of completion of sale of all the units in the Project. . The Owner/Promoter shall also ascertain the rights of the allottees in such Maintenance Body, at its sole discretion. On such formation the Maintenance Body shall be responsible for the maintenance of the Project (including the Building and the Project Common Areas, Amenities and Facilities) and for timely renewal of all permissions, licenses, approvals, annual maintenance contracts, as the case may be. After handing over of the maintenance of the Project to the Maintenance Body, the Owner/Promoter shall transfer and make over the Sinking Fund, other Deposits save

and except the Interest Free Municipal Tax Deposit, to the Maintenance Body after adjusting its dues, if any in accordance with the provisions contained herein.

- 37.3 All the allottees as also the Allottee herein shall join the Maintenance Body without raising any objection whatsoever and abide by all the rules, regulations, restrictions and bye-laws as be framed and/or made applicable by the Owner/Promoter.
- 37.4 All papers and documents relating to the formation of the Maintenance Body shall be prepared and finalised by the Owner/Promoter and the Allottee hereby consents to accept and sign the same.
- 37.5 The rules and regulations of the Maintenance Body shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein and/or in the several Deeds of Conveyance which provisions and covenants shall, in any event, have an overriding effect and any contrary rules, regulations and/or amendments of the Maintenance Body shall be void ab initio.
- 37.6 All costs, charges and expenses relating to the formation and functioning of the Maintenance Body shall be borne and paid by all the allottees of the Project including the Allottee herein.
- 37.7 The Maintenance Body shall have the rights as more fully specified in **NINTH SCHEDULE** and the Allottee hereby irrevocably agrees to abide by the same.

38. FUTURE CONTINGENCY AND COVENANT OF ALLOTTEE:

The Allottee agrees that these terms and conditions for sale and transfer of the said Unit as contained herein, are made in view of the extant laws, rules and regulations governing such sale and transfer and are subject to changes / variations as the Owner/Promoter may deem appropriate or as may be directed by appropriate authorities or as may be made by the Owner/Promoter in view of applicable laws, rules and regulations. The Allottee agrees to render all cooperation to the Owner/Promoter in this regard as and when called upon by the Owner/Promoter without any claim, demand, demur or protest.

39 ADDITIONAL TERMS

- 39.1 Notwithstanding anything to the contrary contained hereinbefore, the parties have mutually agreed to the following terms which shall be valid and binding on them in addition to and/or in modification of those contained hereinbefore.
- 39.1.1 Besides the additions and alterations permissible under the Act and/or Rules, the Allottee has consented to and/or hereby irrevocably consents that the Owner/Promoter may make modifications, additions and alterations within permissible and/or prevailing norms regarding the construction and the specifications of the Building, the Project Common Areas, Amenities and Facilities, the floor layout and/or the said Unit as may be deemed necessary and/or as may be advised by the architects and/or as may be required by any authority and the same is and shall be deemed to be the previous written consent under the Act. Prior to the booking of the said Unit the Allottee had been informed and made aware that the floor layout including the Project Common Areas, Amenities and Facilities and its location may undergo changes and/or modifications and the Allottee has consented to and/or hereby consents to the same and this is and shall be deemed to be the previous written consent of the Allottee in terms of the Act.
- 39.1.2 The decision of the Architect regarding the quality and specifications of the materials and the workmanship regarding construction and completion shall be final and binding on the parties.
- 39.1.3 With effect from the Date of Possession and/or the date of expiry of the period specified in the Notice mentioned in Clause 7.2, whichever is earlier, the Allottee shall be deemed to have fully satisfied himself in all respects including the Plans, the construction and the quality, specifications and workmanship thereof, the carpet area and built-up area and super built-up area, the quality of materials used, the structural stability and completion of the Building, the Project Common Areas, Amenities and Facilities , the said Unit, and shall not thereafter be entitled to raise any objection or make any claim regarding the same.
- 39.1.4 From the Possession Date and/or the Deemed Possession Date, as the case may be, the Allottee shall be liable to pay the monthly charges for use of electricity to the said Unit as per sub-meter installed for the same within seven days of issue of bill.

- 39.1.5 Within 30 days from the date of execution of the Deed of Conveyance, the Allottee shall apply for mutation of the said Unit in the records of the Kolkata Municipal Corporation and shall take all necessary steps and complete, at the Allottee's own costs, the mutation of the said Unit in the Allottee's name within 6 (six) months thereafter.
- 39.1.6 If any act or omission of the Allottee results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or the construction of the Building or any portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, or disposal of any unit or portion of the Building, then in that event the Allottee shall also be liable to pay to the Owner/Promoter compensation and/or damages that may be quantified by the Owner/Promoter and further the timeline of completion of the said Unit shall also stand extended commensurate to the period of delay.
- 39.1.7 Besides the aforesaid rights, the Owner/Promoter shall also be entitled to enforce any other right to which the Owner/Promoter may be entitled to in law by reason of any default or breach on the part of the Allottee.
- 39.1.8 Neither any of the (i) open and covered spaces in the Building and the Project Land that are not included in the project Common Areas, Amenities and Facilities mentioned in **Third Schedule**, (ii) Roof of the Building excluding the Common installations there at, (iii) other Units, Retail Spaces, , Open Terraces and Car Parking Spaces in the Building, (iv) Helipad and the ancillary areas thereto including the lounge area and other facility area (regulated zone) and (v) right of further construction on any part of the open land/space comprised in the Project Land or raising of any additional floor/storey/construction on the roof of the Building are intended to be transferred, nor the same shall be transferred in favour of the Allottee and the Allottee shall have no right, title, interest, claim or entitlement whatsoever in respect thereof and the Owner/Promoter shall be entitled to use, utilise, transfer, assign, sub-lease, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by the Owner/Promoter in their absolute discretion, without any reference to the Allottee who hereby consents to the same and hereby disclaims, relinquishes, releases and/or waives any right, title, interest, entitlement or claim that the Allottee may be entitled to, both in law or any equity, in favour of the Owner/Promoter.

- 39.1.9 The proportionate undivided share in the Project Land attributable to the said Unit shall be variable depending on additional/further constructions, to be, made by the Owner/Promoter from time to time and the Allottee hereby irrevocably consents to the same. Any such variation shall not affect the Total Price and no claim shall be raised regarding the same by the Allottee and the Allottee shall not be entitled to and covenants not to demand any refund out of the Total Price paid by the Allottee on the ground of or by reason of any variation of the proportionate undivided share.
- 39.1.10 The Owner/Promoter shall be entitled at all times to install, display and maintain the Project name (Keventer One) on the roof of the Building and/or other areas in the Building and/or the Premises by putting up hoardings, display signs, neon signs, lighted displays, etc. and all costs regarding the same shall form part of Common Expenses as more fully mentioned in the Eight Schedule hereunder written and no one including the Allottee and the Maintenance Body shall be entitled to object or to hinder the same in any manner whatsoever.
- 39.1.11 Save and except the right of obtaining loan in terms of Clause 19 above, the Allottee shall not have any right or lien in respect of the said Unit till the time of Deed of Conveyance after payment of all amounts by the Allottee.
- 39.1.12 The Deed of Conveyance and all other papers and documents in respect of the said Unit shall be prepared and finalised by the advocates of the project as may be appointed by the Owner/Promoter from time to time and the Allottee has agreed and undertaken to accept and execute the same within 15 days of being required by the Owner/Promoter after complying with all obligations that are necessary for the same. In default, the Allottee shall be responsible and liable for all losses and damages that the Owner/Promoter may suffer.
- 39.1.13 The Allottee shall from the Possession Date, use and enjoy the said Unit in the manner not inconsistent with the Allottee's rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Allottees and/or the Owner/Promoter.
- 39.1.14 The Allottee shall be bound by the obligations and covenants of the Allottee in respect of the user, maintenance and enjoyment of the said Unit, the Project Common Areas, Amenities and Facilities, the Building and the Project including payment of Maintenance Charges, electricity charges, property and other taxes and other

outgoings are more fully specified in the **SEVENTH SCHEDULE** herein. It is expressly made clear that notwithstanding anything contained elsewhere in this Agreement, on and from the Deemed Possession Date, the Allottee shall be liable for all costs, expenses and outgoings in respect of the said Unit including for Maintenance Charges, electricity charges, property taxes and other outgoings, charges, rates, taxes, levies, cess, deposits including security deposits or assessments pertaining to the said Unit. The maintenance charges and proportionate Common Expenses shall be paid by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use any or all of the Project Common Areas, Amenities and Facilities and any non-user or non-requirement in respect of any common areas or parking facility (if so granted) shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Allottee in respect of the said proportionate common expenses and/or maintenance charges.

39.1.15 Copies of documents relating to the Project Land that are available with the Owner/Promoter along with related documents and certified copy of Plans of the Building shall be handed over by the Owner/Promoter to the Maintenance Body within 3 (three) months of handing over of maintenance of the Building to the Maintenance Body.

39.1.16 From the date of offering the handing over of maintenance to the Maintenance Body, the Owner/Promoter shall not have any responsibility whatsoever regarding the Building and the Premises and/or any maintenance, security, safety or operations including relating to fire fighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, meters and connection, etc and/or for any statutory compliances, permissions and licenses regarding the Premises and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of all the allottees including the Allottee and/or the Maintenance Body who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The Allottee and/or the Maintenance Body shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire license etc. and the Owner/Promoter shall sign necessary papers upon being requested by them in writing. In case of any default or

negligence and/or in the event of any accident taking place subsequent to the date of offering the handing over of maintenance, the Owner/Promoter and/or their directors, employees or agents shall not have any liability or responsibility whatsoever under any circumstance.

39.1.17 The Allottee has irrevocably consented and/or hereby irrevocably consents that the Owner/Promoter shall be entitled to make in future additional/further construction in the Project Land including by raising of any additional floor/storey/construction over the roof of the Building and/or by way of construction of additional buildings/structures in the open land/spaces in the Project Land and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the Building and/or the common areas subject to obtaining necessary sanctions, permissions, and approvals. Such future additional/further constructions/exploitation shall belong exclusively to the Owner/Promoter who shall be entitled to assign, transfer, sub-lease and/or otherwise deal with and dispose of the same in any manner whatsoever and appropriate all considerations and other amounts receivable in respect thereof. For the aforesaid purpose the Owner/Promoter is entitled to shift any part of the Project Common Areas, Amenities and Facilities (including common areas and installations, lift machine rooms and water tanks and other common installation on the roof) to the ultimate roof and also to make available the Project Common Areas, Amenities and Facilities and all utility connections and facilities to the additional/further constructions. The Owner/Promoter shall, if required, be entitled to obtain necessary permission / sanction from the concerned authorities regarding the above or get the same regularized/approved on the basis that the Owner/Promoter have an irrevocable sole right in respect of the same and the Allottee has irrevocably consented and/or hereby irrevocably consents to the same. However, the area of such additional construction shall become part of the total area for calculation of undivided proportionate share. The Allottee further agrees and undertakes not to raise any objection in the event the Owner/Promoter after obtaining necessary permissions, sanction, approvals, carries out such additional or further construction. The Allottee hereby record its/their written consent to such additions and alterations as referred to hereinabove. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price so long as the carpet area of the said Unit doesn't change due to such addition/alteration.

39.1.18 in addition to clause 7.1, the Allottee is aware and agrees that after refund of the money paid by the Allottee, the Allottee shall not have any rights, claims etc. against the Owner/Promoter and that the Owner/Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. Notwithstanding anything contained herein, the obligation of the Owner/Promoter as aforesaid shall arise subject to the Allottee having made timely payment of the instalments of the Total Price together with the deposits and charges and all other amounts as mentioned herein in accordance with the Payment Plan as mentioned in the **FIFTH SCHEDULE** herein prior to the schedule date of delivery of possession and subject to the Allottee complying with all his obligations under this Agreement and/or otherwise under the law and not committing any breach, default or violation.

39.1.19 Notwithstanding anything contained herein, the Allottee is aware and agrees that, the Allottee shall be entitled to takeover possession of the said Unit in terms of clause 7 herein, only on payment of the entirety of the Total Price, the Deposits and Charges as per the Payment Plan and interest accrued thereto (if any).

39.1.20 The Allottee shall have a right to cancel/withdraw his allotment in the Project, in terms of clause 7.5 hereinbefore, however subject to the Allottee having complied with all his obligations under this Agreement till that time including making timely payment of all amounts payable under this Agreement till such time and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law. In addition to the provision of clause 7.5, the Allottee is aware and understands that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Owner/Promoter, the Owner/Promoter herein shall be entitled to forfeit the Booking Amount paid for the allotment, the interest liabilities (if any) in terms of the provisions of the Real Estate (Regulation and Development) Act, 2016 and the applicable Goods and Service Tax in lieu of such cancellation. The balance amount of money paid by the Allottee shall be returned by the Owner/Promoter to the Allottee within 45 (forty-five) days of such cancellation. Such refund shall be made without any interest or compensation and all charges and expenses that may be incurred by the Owner/Promoter in making such refund shall be borne by the Allottee. Upon withdrawal or cancellation of allotment by the Allottee

under this Agreement, the Owner/Promoter shall have the right to re-allot the said Unit to any third party thereafter and the prior allotment in favour of the Allottee will stand cancelled. All rights of the Allottee under any allotment letter issued or this Agreement shall also stand terminated. The Allottee is aware and agrees that all amounts paid towards Goods and Service Tax and deposited with the concerned authority shall not be returned and/or refunded by the Owner/Promoter and the Allottee may approach the concerned authority for refund of such amounts paid as Goods and Service Tax without foisting any liability on the Owner/Promoter in this regard.

39.2 Possession for Fit Out:

The Allottee shall only be permitted to carry out Fit-Out work within the said Unit, upon receiving the Partial Completion Certificate and upon payment of the entirety of the Total Price and other deposits and charges as mentioned herein. However, the Allottee shall ensure that the Allottee, his men, servants, agents, workmen abide by the Fit-Out rules as may be framed by the Owner/Promoter and/or the Maintenance Body, on formation, from time to time (Fit Out Rules).

39.3 NOMINATION BY ALLOTTEE WITH CONSENT:

The Allottee admits and accepts that after the Lock in period, as mentioned below, and before the execution and registration of conveyance deed of the said Unit, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:

(a) **Allottee to Make Due Payments:**

The Allottee shall make payment of all dues, including any interest for delay, to the Owner/Promoter in terms of this Agreement, up to the time of nomination.

(b) **Lock-in Period:**

The Allottee cannot nominate any third party before the expiry of a period of 12 (Twelve) months from the date of this Agreement.

(c) **Prior Written Permission and Tripartite Agreement:**

In respect of any nomination, the Allottee shall obtain prior permission of the Owner/Promoter. The Allottee and the nominee shall be bound to enter into a tripartite agreement with the Owner/Promoter.

(d) **Nomination Fees:**

The Allottee shall pay a sum calculated @ 2% of the Total Price as the **Nomination Fees**, plus applicable taxes to the Owner/Promoter. It is clarified that inclusion of a new joint allottee or change of a joint allottee shall be treated as a nomination. In case of companies and other business entities, change in the ownership of the companies and these business entities would also be treated as a Nomination. However nomination fees shall not be payable in case of nomination in favour of parents, spouse or children of the Allottee. Any additional income tax liability that may become payable by the Owner/Promoter due to nomination by the Allottee because of higher market valuation as per the registration authorities on the date of nomination, shall be compensated by the Allottee to the Owner/Promoter. The income tax payable on such difference at the highest applicable tax rate at the prevailing time and the estimated extra registration fees will be compensated by the Allottee to the Owner/Promoter. Such amount shall be payable by the Allottee on or before nomination. The Allottee admits and accepts that he shall not be entitled to nominate or assign his rights under this Agreement save in the manner indicated above. The Allottee shall provide No Objection Certificate from the

Bank and/or a letter of release of charge/ mortgage/ security regarding the said Unit including the documents pertaining to the said Unit.

39.4 COVENANTS REGARDING ADDED AREAS:

39.4.1 Notwithstanding anything contained in this Agreement, the Allottee hereby grants unconditional consent and approval to the Owner/Promoter herein for: (1) integrating or adding future land or buildings to the Project and for this purpose demolishing boundary walls and affixing gates wherever necessary and connecting existing roads to future roads, (2) extending, modifying, realigning the Project Common Areas, Amenities and Facilities (3) modifying the said Plan, as may be necessary in this regard and (4) granting to the other allottees of the units of buildings in such added areas, as the case may be, all forms of rights to use of the said Project Common Areas. The Allottee shall not object to the construction of building(s) (to be included within and as a part of the Project) on additional land and/or added areas adjoining the Project over a period of time and/or shall not object to the Owner/Promoter integrating such areas into the Project with one or more buildings and/or to share and/or apportion any benefit and advantage, access way, portion of utility etc. arising out of such combination /addition with the Project. Notwithstanding anything to the contrary elsewhere herein contained, the properties benefits and rights of the Owner/Promoter mentioned hereinafter shall be excepted and reserved unto the Owner/Promoter and it is expressly agreed and understood by and between the Parties hereto as follows:-

39.4.1.1 That the Owner/Promoter shall be entitled to link the said Project Land with added areas i.e. lands or landed properties adjacent and/or adjoining to the Project Land whether by acquiring in their names and/or in the names of any group company /associate/ sister concern/nominee (the “**ADDED AREA**”) and/or by entering upon any negotiation or contract with the owners of such Added Area and shall also be entitled to give, take and/or share any right, title, interest, benefit, advantage etc., as between the Project and the Added Area as the Owner/Promoter may from time to time deem fit and proper. Without prejudice to the generality of the foregoing provisions and nonetheless in addition thereto, the Owner/Promoter shall be at liberty to do all or any of the

following acts deeds and things from time to time relating to or arising out of the linking of the Project Land and Project with Added Areas:-

- i) to amalgamate or merge the Added Area or any part thereof with the said Project Land and/or the Project in such manner and to such extent as be deemed fit and proper by the Owner/Promoter,
- ii) to allow the utilization of the frontage, entry/exit points, passages, pathways, access-ways at the said Project Land for any sanction, construction, use and enjoyment of the Added Areas or any constructions and developments thereon;
- iii) to cause or allow building plans for constructions at the Added Areas to be sanctioned by using or showing the frontage or any other beneficial characteristics of the said Project Land;
- iv) to utilize any additional constructed area that may be allowed or sanctioned in the Project Land and/or the new buildings or Project thereon (by way of additional storey, additional building or otherwise) owing to any amalgamation or link with the Added Areas;
- v) to combine and/or connect the Project and the Added Areas or any part thereof or any developments thereon and/or to share any portion, area, utility, facility, access way, entry/exit points, or any common or other facility (including the Common Areas and Installations) between the occupants of the Project and the Added Areas in such manner and to such extent as the Owner/Promoter may deem fit and proper.
- vi) In case of any construction or additional construction arising out of linkage with Additional Area or otherwise, there may be a consequential decrease in the said proportionate undivided share in the Project Land, but the Allottee either individually or together with the other allottees and/or occupiers of units in the Project shall not be entitled to claim refund or reduction of any consideration or other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Owner/Promoter on account thereof.

The Allottee doth hereby consent and confirm that the Owner/Promoter shall be at liberty to have the said Plan modified and/or altered for construction, reconstruction addition and/or alteration of or to the Project or any part thereto or due to arising out of any linkage with the Added Areas and/or for change of user of any building other than the said Unit provided that in case by such modification, alteration and/or sanction the location or built up area of the said Unit is likely to be affected. The Allottee hereby records its / their written consent to such modification/alteration as refer to here in above.

THE FIRST SCHEDULE ABOVE REFERRED TO

(PROJECT LAND)

ALL THAT the piece or parcel of land containing an area of 8 (eight) bigha 7 (seven) cottah 6 (six) chittacks 20 (twenty) square feet, be the same a little more or less, situate lying at being Premises No. 25 Netaji Subhas Road (being amalgamated premises of 19A and 20, Strand Road, Kolkata - 700001, 25 and 27, Netaji Subhas Road and 3, 4, 5, 6 and 7 commercial buildings off 23A Netaji Subhas Road, Kolkata - 700001 under Police Station- Hare Street Kolkata 700001, Ward No. 45 of the Kolkata Municipal Corporation delineated in Colour "RED" on the plan annexed hereto.

THE SECOND SCHEDULE ABOVE REFERRED TO

(DEVOLUTION OF TITLE)

- a.
- a. The Owner/Promoter then known as Bengal Bonded Warehouse Association was a statutory body incorporated in the year 1838, under a Special Act being The Bengal Bonded Warehouse Association Act, 1838 and started its warehousing business under the name and style of "Bengal Bonded Warehouse Association".
- b. By virtue of a Deed of Sale dated on or about 24th March, 1841, executed by the East India Company in favour of the Owner/Promoter, being named as the Bengal Bonded Warehouse Association at that time, sold, conveyed and transferred ALL THAT piece and parcel of land (including the said Project Land) containing by measurement an area of 10 Bighas 17 Cottahs 4 Chitaaks and 20 sq ft , free from all encumbrances hereinafter referred to as the "Entire Land".

- c. Subsequently, said Bengal Bonded Warehouse Association mutated its name in the records of the Calcutta Collectorate in the Register-D, Part-I and General Registrar, Part-I as the owner of *Entire* Land comprised within the then Premises Nos. 19 & 20, Strand Road; Premises Nos. 25 & 27, Netaji Subhas Road and 23A, and 23B, Netaji Subhas Road.
- d. Since then, Bengal Bonded Warehouse Association became the sole and absolute owner of said Entire Land (including the said Project Land) and has also mutated its name in the records of the Calcutta Municipal Corporation (presently the Kolkata Municipal Corporation) as the owner of the said Entire Land and continued to pay the taxes.
- e. Bengal Bonded Warehouse Association have let out most of the above mentioned premises to various tenants for commercial purposes and retained small portions of the amalgamated premises No. 25 as mentioned hereinafter.
- f. Tenancies were granted from time to time by Bengal Bonded Warehouse Association save and except the majority of the area then within 19A, Strand Road and portion of Premises Nos. 3 to 7, Commercial Building, off 23A, Netaji Subhas Road, portion of Premises Nos. 25 & 27, Netaji Subhas. Road and portion of Premises No. 20, Strand Road, which were retained in the khas possession of the Bengal Bonded Warehouse to run its offices and godown /warehouse from the retained area of the said premises.
- g. By a Notification dated 10th July, 1975, U/S 616 of the Companies Act, 1956, published by the Ministry of Law, Justice and Company Affairs in the Official Gazette of India, the Bengal Bonded Warehouse Association was declared to be governed by the Companies Act, 1956.
- h. The Bengal Bonded Warehouse Association was incorporated as a Public Limited Company under the Companies Act, 1956 and became known as the Bengal Bonded Warehouse Limited (hereinafter referred to as the BBWL) and continued its business accordingly.
- i. Unfortunately, on 1 January, 1995, a fire broke out in the office of BBWL situated at Premises No. 25, Netaji Subhas Road, where the custody of all the title related documents of the Entire Land including Project Land were kept. Therefore, due to the effect of the said unfortunate fire accident all the title related documents in respect of the said Premises has been completely destroyed by the fire and thereafter, the BBWL has made all its effort to procure the copies of title documents from various Government offices and departments but failed to procure the same.

Be it mentioned here that one attested True Copy of Letter dated 06-02-1995 vide Memo No. B/2398- 1F/95 issued by the Officer-in-Charge of Central Avenue Fire Station and Divisional Officer Fire Station regarding information as to the origin and cause of fire on 01-01-1995 at about 00-30 Hrs. Moreover, said BBWL sworn an Affidavit

on 24-09-2018 that a fire accident was took place at 25, Netaji Subhas Road and one Mr. P.N. Roy, the Director of BBWL lodged a General Diary on 01-01-1995 before the local Hare Street Police Station.

- j. For reconstruction of the old, dilapidated and fire destructed buildings situated within the said Premises, the BBWL has entered into a preliminary Development Agreement dated 9 August, 2011.
- k.. BBWL executed a Deed of Mortgage dated 18th October, 2011, registered in the Office of the Additional Registrar of Assurances-II, Kolkata and recorded in Book No. 1, CD Volume No. 50, Pages 3134 to 3145, being No. 13210 for the year 2011 (hereinafter referred to as the said Mortgage) in favour of MKJ Enterprises Limited, wherein Mortgagee has agreed to make payment of a sum of Rs. 12,30,00,000/- to the Mortgagor for purchase of total built up area of 31,889 sq. ft.
- l. Subsequently on final terms and conditions, BBWL registered a Development Agreement dated 18 July, 2013, registered in the Office of the Additional Registrar of Assurances-II, Kolkata and recorded in Book No. I, CD Volume No. 32, Pages 1231 to 1290, being No. 10669 for the year 2013 (hereinafter referred to as the Development Agreement) with Keventer Projects Limited for the development of the said Project Land.
- m. BBWL thereafter applied vide an Application dated 7th July, 2014 for amalgamation of the original nine Premises Nos. 3, 4, 5, 6 & 7, Commercial Building off 23A, Netaji Subhas Road, 19A & 20, Strand Road, 25 & 27, Netaji Subhas Road, Kolkata - 700 001 into one single Premises before the Kolkata Municipal Corporation and the Corporation has approved the amalgamation of all the aforesaid nine Premises into a single Premises No. 25, Netaji Subhas Road, Kolkata - 700 001 vide their Approval Letter dated 9th April, 2015 (the said Project Land).
- n. BBWL thereafter executed a Deed of Boundary Declaration dated 2 May, 2015 and registered in the Office of the Additional Registrar of Assurances-II, Kolkata and recorded in Book No. 1, CD Volume No. 28, Pages 4160 to 4172, being No. 5023 for the year 2015.
- o. By a Deed of Cancellation dated 16th August, 2018, registered in Additional Registrar of Assurances-II, Kolkata and recorded in Book No. I, Volume No. 1902-2018, Pages

106781 to 106806, being No. 190203063 for the year 2018, said BBWL. terminated and cancelled the said Development Agreement with Keventer Projects Limited.

- p. By a Deed of Release dated 13th July, 2018 and registered in Additional Registrar of Assurances-II, Kolkata and recorded in Book No. 1, Volume No. 1902-2018, Pages 99773 to 99793, being No. 190202584 for the year 2018, said MKJ Enterprises Limited released the said Mortgage in respect of the Project Land in favour of the BBWL.
- q. Accordingly BBWL became owner of ALL THAT the said Project Land containing by measurement an area of 167 Cottahs 6 Chittacks 20 sq. ft. equivalent to 11,197.52 sq. meter be the same a little more or less together with building standing thereon lying and situated at Premises No. 25, Netaji Subhas Road since amalgamated (Original Premises Nos. 19A & 20, Strand Road: Premises Nos. 25 & 27, Netaj Subhas Road and 3, 4, 5, 6 & 7, Commercial Buildings off 23A, Netaji Subhas Road), P.S. Hare Street, Kolkata-700 001, ward No. 45, within the ambit of Kolkata Municipal Corporation.

THE THIRD SCHEDULE ABOVE REFERRED TO
(PROJECT COMMON AREAS, AMENITIES & FACILITIES)

- **ALL THAT** the common areas, facilities, amenities and/or the portions of the building/Project, earmarked/meant by the Owner/Promoter for beneficial common use and enjoyment of the allottees/purchaser/other occupants of the building/Project and which are not earmarked/reserved for any specific person(s) or specific purpose(s) by the Owner/Promoter.**PROJECT COMMON AREAS:**
- Said Project Land
- Landscape Area
- Lift well and its Machine Room.
- Common Staircases, Mumpities and Ramps
- Overhead water tank
- Ground Floor Lobbies
- All floor common lobbies and corridors and common toilets

- All service shafts, ducts and Electrical Meter Room
- Underground tank
- Pathway and Driveways,
- STP
- Fire Refuge Platforms
- Gate Goomty

AMENITIES & FACILITIES:

- Boundary wall and main gates of the project property.
- Lifts,
- Water supply System.
-
- Drainage and sewerage pipeline and connection with municipal corporation outlet.
- Electricity Connection .
- Underground facilities and their connections with municipal inlets and outlets.
- STP and rain water harvesting,
- Plumbing and HVAC system ,
- System for receiving and distributing Electricity from supply agency.
- Power backup generators
- firefighting system .
- Intercom Network (if any)
- Common Area Security System,.
- Broadband, Wi-Fi, cable connections (if any).

Building Management System

THE FOURTH SCHEDULE ABOVE REFERRED TO
(said "UNIT")

ALL THAT the office unit having carpet area of _____ sqft more or less, type _____, on the _____ floor in South/North Tower (the “**Building**”) as shown in “**RED**” color on the Plan annexed hereto, **TOGETHER WITH** the pro rata share in the Project Common Areas, Amenities and Facilities And **TOGETHER WITH** the right to use and enjoy the Project Common Areas, Amenities and Facilities as defined in the **THIRD SCHEDULE** hereinabove written.

Unit No: _____ **Block No:** _____ :

Floor:

Carpet Area of the Unit:

Built up area of the Unit:

Super Built up area of the Unit:

Parking Details

Parking No. _____ on _____ floor (Parking Space)

THE FIFTH SCHEDULE ABOVE REFERRED TO

PAYMENT PLAN

Sl. No.	Stages of Payment	% of Payment	Amount
1	Application/Booking amount	_____% of unit cost +GST (Rs_____ + GST to be submitted at the time of filling of application form as initial booking amount. Balance within 15 days from the date application.)	Rs.
2	On Agreement - within 30 days of Application	10% of unit cost + 50% of Legal Charges +20% of Transformer and Electricity Charges + GST	Rs.

3	On Flooring of the Unit	50% of unit cost +GST	Rs.
4	On Completion of the Unit	20% of unit cost + balance of Transformer , Electricity Charges ,+ and other other deposits and chares +GST	Rs.
5	On Notice for Possession	10% of unit cost + 50% of Legal Charges + Maintenance Body Formation Charges+ DG Power Back Charges + Sinking Fund + Refundable Maintenance Deposit +GST	Rs.

**THE SIXTH SCHEDULE ABOVE REFERRED TO
(SPECIFICATIONS, AMENITIES, FACILITIES WHICH ARE PART OF THE SAID
OFFICE)**

INSIDE THE UNIT

S. No.	Head	Specifications
1	Office/ Retail Area Flooring	Bare RCC Floor with Brick/ Block Work and Gypsum/Cement Plaster on walls
2	Toilet and pantry (For units with attached toilets)	Waterproofing with plumbing and drainage tap off point at one location and Wooden Flush Doors for Toilet. ,
3	Main Door	As per the specification by the project Architect(
4	Electrical	Electrical wiring - 3 phase up to main DB
5	HVAC	High side of HVAC system would be provided . Low side to be executed by the Allottee at his own cost from only selected vendor of Promoter. Operating Charges shall be as per the BTU Meter

		or As Per sq.ft only for normal operating hours
6	Fire Fighting/Fire Detection System	As per the WBF&ES recommendation
7	Internet/Mobile Connectivity	Tap-off at one point to be provided
OUTSIDE THE UNIT .		
S. No.	Head	Specifications
1	Structure	Framed structure with seismic compliance as per IS code. Foundation with RCC piles and Pile cap/Raft.
2	External Facade	Combination of Cladding / Paint/Louvers/Glazing As per the scheme of Consultant
3	Entrance Lobby	Aesthetically designed air-conditioned ground floor lobby As per the scheme of Consultant
4	Typical Lobby and Staircase	Aesthetically designed typical floor lobby As per the scheme of Consultant.
5	Walls	AAC BLOCKS with paint finish.
6	Vertical Movement Facilitators	Elevators/Escalators including Dedicated Fire Lifts.
7	Individual Electrical Meter/Sub Meter	As per prescribed norms
8	Common areas lighting	As per the scheme of Consultant
9	Power Back Up	DG Back up.
10	Fire Protection	Fire Safety system as per recommendation of West Bengal Fire Services Department
11	Roof	<p>Façade Access System</p> <p>Solar-Power Equipment</p> <p>Lightning Arrestor</p>

		Aviation Lighting
12	Security	24 X 7 manned premises with CCTV surveillance at designated areas.
13	Doors	As per the scheme of Consultant
14	Common Toilet	Porcelain fixtures and CP fittings, Flooring and dado in Ceramic Tiles .
15	HVAC Plant	As per the scheme of Consultant
16		
17	STP	As per the scheme of Consultant
18	Rain water Harvesting	As per the scheme of Consultant
19	Plumbing	As per the scheme of Consultant
20	CCTV & Access Control	As per the scheme of Consultant
21	Parking System & Barrier Control	As per the scheme of Consultant
22	Building Management System	As per the scheme of Consultant
23	FRP	Ceramic Tiles Flooring. Exterior grade paint, Aluminium/ Flush/ Fire rated door as applicable. Painted MS Railing.
24	Green Initiative	<ul style="list-style-type: none"> a. Waste Management b. Ample Green Space c. Recycled water for gardening d. Dual Flushing System
25	Safety	<ul style="list-style-type: none"> a. Anti-termite Treatment during various stages of construction b. Waterproofing wherever necessary c. Electrical Earthing wherever necessary as per scheme of consultant

		<p>d. Automatic changeover system for DG</p> <p>e. Sufficient Project Illumination throughout the premises and street lighting inside the complex.</p>
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THE SEVENTH SCHEDULE ABOVE REFERRED TO

TERMS, CONDITIONS, COVENANTS, STIPULATIONS, OBLIGATIONS AND RESTRICTIONS TO BE OBSERVED BY THE ALLOTTEE AND/OR THE OCCUPIER(S) OF THE UNIT:

The terms, conditions, stipulations, obligations and restrictions that the Allottee and all persons into whosoever's hands the said Unit may come, are bound to adhere to and observe, include but are not limited to, the following:

I. The Allottee undertakes the responsibility to cause this agreement to be registered with the concerned authorities upon making payment of the stamp duty, registration charges and other incidental expenses. The Allottee upon receiving notice in writing from the Owner/Promoter shall remain present for the purpose of execution of this agreement.

II. It shall be the obligation of the Allottee to make payment of the amount due and payable on account of the stamp duty, registration charges and other incidental amounts for registration of this agreement with the authorities concerned and upon payment of the same the Allottee shall give adequate notice to the Owner/Promoter regarding fixing of the date and time for presentation of the document with the concerned registration authorities and the Owner/Promoter and Allottee shall remain present to admit the execution of this agreement.

III. Because of any default on the part of the Allottee to cause this agreement to be registered if the Owner/Promoter shall suffer or incur any liability or penalty then the Allottee shall be responsible or liable for the same and shall keep the Owner/Promoter indemnified in all regards.

IV. In the event of cancellation of this agreement after the registration thereof by the Allottee, the Allottee shall not be entitled to claim refund and/or reimbursement of the amounts incurred on account of stamp duty, registration charges and other expenses incurred by the Allottee. Notwithstanding anything mentioned herein, the Allottee expressly acknowledges understands and agrees that in the event of cancellation of the allotment of the said Unit (and this Agreement) in terms of this Agreement by the Allottee or the Owner/Promoter, as the case may be, serving of notice for termination by the Owner/Promoter shall be sufficient to record cancellation of this Agreement and extinguishment of all rights of the Allottee hereunder or in law and no further or other deed document or instrument shall be required to be executed or registered for this purpose and the Allottee expressly agrees to the same. However, the Owner/Promoter in its sole discretion shall have the right (but not obliged) to execute and register a unilateral Deed of Cancellation in the nature of a declaration, and the Allottee hereby agrees that in such an event, the Allottee shall have no rights to object to the same and hereby records its consent thereto.

V. The Common Areas, Amenities and Facilities which are comprised within the Project shall always be and remain subject to change and modification, as may be deemed fit and necessary by the Owner/Promoter (without affecting the rights of the Allottee, prejudicially) to accommodate its future plans regarding the Project Land and/or the Project and/or the Added Areas which may be added to the Project and the Allottee hereby accepts the same and shall not, under any circumstances, raise any objection, or hindrances thereto and/or shall be deemed to have granted an unconditional approval to such change in the Common Areas.

VI. The Allottee shall make all payments, in common with other allottees in the Project in the proportion that the Carpet Area of the Unit bears to the total Carpet Area of all the units in the Project.

VII. In addition to the circumstances mentioned in clause 12 herein, the Defect Liability of the Owner/Promoter is further subject to the following:

1. The Owner/Promoter shall not be liable for any defect or deficiency occasioned on account of any act or omission on the part of the Allottee.

2. The Owner/Promoter shall also not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party, unless it results in a structural defect.

3. The Owner/Promoter shall not be liable to rectify any defect occurring under the following circumstances:

(i) If there are changes, modifications or alterations in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee has taken over possession of the Unit. The Owner/Promoter will not take any responsibility of waterproofing, cracks or for any defects in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes.

(ii) If there are changes, modifications or alterations in electrical lines and wirings after handing over possession of the said Unit unto the Allottee. The Owner/Promoter will not take any responsibility for any defects in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations.

(iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Owner/Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations.

(iv) If the Allottee after taking actual physical possession of the Unit, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Unit by making any changes in the Unit, then for any defects like damp, hair line cracks, breakage in floor marble and tiles or other defects arising as a direct or indirect consequence of such alterations or changes, the Owner/Promoter shall not be responsible.

(v) Different materials have different coefficient of expansion and contraction and as such because of this difference, there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and need to be repaired from time to time. Any cracks developed for reasons other than as mentioned above will have to be rectified in the normal course of maintenance of the building.

(vi) The Owner/Promoter shall not be responsible for the defects in case the materials, fittings and fixtures provided by the Owner/Promoter are not used/ maintained by the Allottee or his / her agents in the manner in which the same is required to be maintained or in case the Annual maintenance Charges to be paid for such materials, fittings and fixtures are not paid by the Allottee .

(vii) Notwithstanding anything hereinbefore contained, it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Owner/Promoter and without giving the Owner/Promoter the reasonable opportunity to inspect, assess and determine the nature of the purported defect in the Unit, alters the state and condition of the area of the purported defect, then the Owner/Promoter shall be relieved of its obligations contained in Clause 12 of this Agreement For Sale. Further notwithstanding whatever has been mentioned in clause 7.1 above events of lockdowns or other measures resulting in stopping or delay in construction work due to any pandemic or epidemic will also be events which will be considered to be force majeure events and the consequences thereof will also follow in the manner prescribed in the Act read with the Rules and Regulations made thereunder.

VIII. THE ALLOTTEE SHALL:

1. Co-operate with the other co-buyers and co-occupiers of the Project, the Owner/Promoter and/or the Maintenance Body, as the case may be, in the management and maintenance of the building and the Project and shall abide by the directions and decisions of the Owner/Promoter and/or the Maintenance Body, as the case may be, as may be made from time to time in the best interest of the Unit, building and/or the Project;
2. Regularly and punctually make payment of the maintenance charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee shall be liable to pay interest @2% per mensem on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the said project and the Owner/Promoter/Maintenance Body as the case may be, shall be entitled to take the following measures and the Allottee hereby consents to the same:
 - a. to discontinue the supply of electricity to the said Unit.

- b. to disconnect the water supply.
- c. not to allow the usage of lifts, either by Allottee, their staff and/or men and agents.
- d. To discontinue the facility of DG Power back-up.
- e. To discontinue the usage of all amenities and facilities provided in the said project to the Allottee.

The above said discontinuation of some services and facilities shall not be restored until such time the Allottee have made payment of all the dues together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter/Maintenance Body to realize the due amount from the Allottee.

- 3. Pay to the Owner/Promoter or the Maintenance Body, as the case may be, damages and/or compensation for damage or destruction to any common fixtures and fittings, utilities and/or equipment of the building and/or the Project, that has been caused by the negligence and/or willful act of the Allottee and/or any occupier of the Unit and/or family members, guests or servants of the Allottee or such other occupiers of the Unit;
- 4. Be solely responsible, after taking possession, to maintain the said Unit at its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the said Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any applicable laws or change or alter or make additions to the said Unit and shall keep the said Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belongings thereto, in good and tenantable condition, repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.
- 5. Carry out at his own cost all internal repairs to the said Unit and maintain the said Unit in the same condition, state and order in which it was delivered by the Owner/Promoter to the Allottee and shall not do or suffer to be done anything in or to the building or the said Unit which may be contrary to the rules and regulations

and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

6. Not put any sign-board /name-plate, neon light, publicity material or advertisement material etc. on the face /facade of the Building or anywhere on the exterior of the Project, the buildings therein or Common Areas.
7. Not change the colour scheme of the outer walls/glazed areas, refrain usage of any type of films or painting of the exterior side of the windows, balconies or carry out any change in the exterior elevation or design.
8. Not store in the said Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Unit is situated or store such goods which are objected to by the concerned local or other authority and shall take care while carrying heavy packages, which may damage or likely to damage the staircases, common passages or any other structure of the Building, including entrances of the Building and in case any damage is caused to the building or the said Unit on account of negligence or default of the Allottee on this account, the Allottee shall be liable for making good the said damages.
9. Not remove any wall, including the outer and load bearing wall of the said Unit.
10. Not demolish or cause to be demolished the said Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Unit or any part thereof, nor make any alteration in the elevation of the building in which the said Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC parts or structural members in the Unit without the prior written permission of the Owner/Promoter and/or the Maintenance Body; Approval of interior design/plans to be taken from the Owner/Promoter.

11. Not do or permit to be done any act or thing which may render void or voidable any insurance of the said Project Land and the building in which the said Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
12. Not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the Project Land and the building in which the Unit is situated, other than in the area earmarked for the such purpose.
13. Pay to the Owner/Promoter or the Maintenance Body, as the case may be, within 15 (fifteen) days of demand by the Owner/Promoter, his share of security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the building in which the said Unit is situated.
14. Sign and execute such papers and documents, and do all such acts, deeds, and things as may be necessary from time to time for safeguarding the mutual interests of the Owner/Promoter and allottees/occupiers of other units in the Project.
15. Carry out all repairs or interior or any other works in the said Unit only between permitted hours on days as allowed by Owner/Promoter/Maintenance Body so as not to cause any annoyance, nuisance and/or disturbance to the allottees/occupiers of other units in the Project.
16. Draw the electric lines/wires, television cables, broadband data cables and telephone cables to the said Unit only through the tap off box provided within the said Unit therefore, ensuring that no inconvenience is caused to the Owner/Promoter or to the allottees/occupiers of other units in the Project. The main electric meter shall be installed only at the common meter space in the building or Project, as the case may be. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Project, the Project Land and outside walls of the tower(s) save and except in the manner indicated by the Owner/Promoter or the Maintenance Body, as the case may be.
17. Notify the Owner/Promoter or the Maintenance Body, as the case may be, in case the Allottee lets out the said Unit, of the tenant's/transferee's details, including address,

email-id and telephone number.

18. Not sub-divide the said Unit and/or any part or portion thereof.
19. Not close or permit the closing of verandahs, exclusive terrace, if any or lounges or balconies or lobbies and common parts or portions.
20. Not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the said Unit.
21. Not install grills, or do any other act which would affect or detract from the uniformity and aesthetics of the interior or exterior of the building.
22. Not build, erect or put upon the common areas any item of any nature whatsoever.
23. Not obstruct and/or block any pathways, driveways, passages, side-walks, lobbies and/or common areas of the building or the Project in any manner.
24. Not use the said Unit or permit the same to be used for any purpose save and except exclusively for office/commercial purpose and use or permit the same to be used for any purpose which may cause or is likely to cause nuisance or annoyance or cause damage or inconvenience to allottees /occupiers of other units in the Project.
25. Not use the said Unit for any illegal or immoral purpose or for any industrial activities whatsoever.
26. Not make or permit any disturbing noises in the said Unit by the Allottee himself, his staffs, men, agents, servants, or do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the allottees/occupiers of other units in the Project.
27. Not keep in the parking space, / used by the Allottee if any, anything other than cars or two-wheeler or use the said parking space for any purpose other than parking of cars or two wheelers or raise any kucha or pacca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/ dwell or store article therein.
28. Not park or allow its vehicle to be parked in the pathway or open spaces in the Project or any part or portion thereof, save and except the parking space allotted to the Allottee.
29. Not shift or alter the position of either the pantry or the toilets if any which would affect the drainage system of the building in any manner whatsoever.

30. Not misuse or permit to be misused the water supply if any to the said Unit.
31. Not change/alter/modify the name of the building and the Project from that mentioned in this Agreement.
32. Not use the name/mark of the Owner/Promoter in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Unit and if the Allottee does so, the Allottee shall be liable to pay damages to the Owner/Promoter and shall further be liable for prosecution for use of such mark of the Owner/Promoter.
33. Not carry on or cause to be carried on any obnoxious or injurious activity in or through the Unit, the parking space, if any, and the Common Areas.
34. Not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances.
35. Not install or keep or run any generator in the said Unit and the parking space, if any.
36. Not smoke - inside the Project which is strictly prohibited similarly spitting of gutka/ paan masala/ paan is strictly prohibited and the Allottee shall ensure that their guests shall also follow the same; A token fine/penalty may be imposed by the Owner/Promoter/Maintenance Body on the offenders, payment of which would be recovered from the respective Allottee's monthly maintenance bill.
37. Not throw or allow to be thrown litter on any of the common areas within the Project.
38. Not trespass or allow to be trespassed over lawns and green plants within the Project.
39. Not overload the passenger lifts and shall move goods only through the staircase/service/ fire lifts of the building during the specified time slots.
40. Not use the elevators in case of fire.

41. Not object to the Owner/Promoter and the Maintenance Body putting up any neon sign, hoardings and other display materials on any part or portion of the Common Areas.
42. Not be allowed to fix or install any antenna on the roof or terrace of the building or fix any window antenna. However in case of any specialized kind of antenna required to be installed by Allottee in that case the cabling of the same in the service ducts would be carried out by the Owner/Promoter/Maintenance Body as the case may be against payment of service charge and lease rent to be decided by Owner/Promoter/Maintenance Body. Moreover, the rights of allowing such facility to the Allottees shall be at the sole discretion of the Owner/Promoter/Maintenance Body.
43. Remain fully responsible for any employee employed by the Allottee;
44. Not refuse or neglect to carry out any work directed to be executed in the building or in the Unit after the Allottee had taken possession thereof, by a competent Authority, or require or hold the Owner/Promoter liable for execution of such works;
45. Not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the building and the Project.
46. Not object to the Owner/Promoter entering into agreements (on such terms and conditions and for such period as the Owner/Promoter shall decide) with the concerned service providers of the Owner/Promoter's choice of various DTH / telecom / high speed broadband / other similar telecom and IT facilities to the Project and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or covered or both) earmarked/ demarcated by the Owner/Promoter within the Project and which would be declared to be common facilities by the Owner/Promoter.
47. Not install individual air-conditioning units. Allottees shall tap chilled water from the tap off points provided by the Owner/Promoter for their air conditioning requirement.

48. Repair, clean and maintain water, light, power, sewage, telephone, air conditioning equipment, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Unit, at the cost of the Allottee.
49. Not obstruct the Owner/Promoter/ Maintenance Body in their acts relating to the common areas, amenities and facilities and not obstruct the Owner/Promoter in selling or granting rights to any person on any part of the said building.
50. On and from the Possession Date, make timely payment of the proportionate common charges and expenses to the Owner/Promoter or the Maintenance Body, as the case may be, in the manner and at such intervals and at such rates as may be decided by the Owner/Promoter or the Maintenance Body, as the case may be, failing which the Owner/Promoter or the Maintenance Body, as the case may be, shall be entitled to take such action as it may deem fit. The common charges and expenses shall be proportionately divided amongst the co-buyers and/or co-occupiers of the Project, in such manner as may be decided by the Owner/Promoter or the Maintenance Body, as the case be, from time to time in this regard.
51. Bear and pay all the municipal taxes, rates, levies, surcharge, deposits including security deposits, assessments, together with interest thereon and all other outgoings (hereinafter referred to as "**Outgoings**") related to the said Unit on and from the Possession Date. However, so long as the said Unit is not separately assessed for municipal taxes, rates, levies surcharges and other outgoings, the Allottee shall be liable to and will pay his/her/its proportionate Outgoings attributable to the said Unit to the Owner/Promoter or the Maintenance Body, as the case may be. Further, on and from the Possession Date, the Allottee shall be liable to pay proportionately all Outgoings for the Common Areas on the basis of bills to be raised by the Owner/Promoter or the Maintenance Body, as the case may be, such bills being conclusive proof of the liability of the Allottee in respect thereof.
52. Be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the said Unit in the records of the concerned authorities within a period of three (3) months and shall keep the Owner/Promoter indemnified against any loss,

claims and/or demand that may be incurred by or may arise against the Owner/Promoter due to non-fulfilment and/or non-observance of this obligation by the Allottee.

53. Plan and distribute its electrical load in conformity with the electrical systems installed by the Owner/Promoter or the Maintenance Body.
54. 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 or 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 Project.
55. To strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Owner/Promoter and/or the Maintenance Body with regard to the usage and timings fixed, in respect of facilities and amenities provided in the Project.

EIGHTH SCHEDULE

COMMON EXPENSES

1. **Maintenance Body:** Establishment and all other capital and operational expenses of the Maintenance Body.
2. **Common Utilities:** All charges and security deposits for supply, operation and maintenance of common utilities.
3. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.
4. **Litigation:** After handing over of possession all litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance:** All costs for maintaining including but not limited to, operating, replacing, repairing, white-washing, painting, decorating, re-

decorating, re-building, re-constructing, lighting and renovating the Common Areas of the Premises, including the exterior or interior (but not inside any Unit) walls of the Building.

6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas of the Premises, including lifts, generator, changeover switches, CCTV, if any, EPABX, if any, pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas of the Premises.

7. **Rates and Taxes:** Property tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Building and/or the Premises save those separately assessed on the Allottee.

8. **Staff:** The salaries of and all other expenses on the staff to be employed by Maintenance Body for the common purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians, etc. including their perquisites, bonus and other emoluments and benefits.

9. **Management Fees:** 10% service charges to Owner/Promoter till handover to the Maintenance Body.

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

NINTH SCHEDULE

RIGHTS OF THE OWNER/ PROMOTER /MAINTENANCE BODY

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

b) The maintenance charges payable by the Allottee with effect from the date of issue of the Partial or Full Completion Certificate shall be payable on a monthly basis on the basis of the bills to be raised by Owner/Promoter/ Maintenance Body (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The maintenance charges shall be

decided by the Owner/Promoter/Maintenance Body for the said Unit together with applicable Goods and Services Tax.

c) Owner/Promoter /Maintenance Body shall be entitled to revise and increase the maintenance charges from time to time and the Allottee shall not be entitled to object thereto.

d) The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by Owner/Promoter/ Maintenance Body (upon formation), within the prescribed due date, failing which the Allottee shall pay interest @2% per mensem, for the period of delay, computed from the date the payment became due till the date of payment, to the Owner/ Promoter/ Maintenance Body (upon formation), as the case may be. The Allottee also admits and accepts that apart from the above, the Owner/ Promoter/ Maintenance Body shall also be entitled to withdraw, withhold, disconnect or stop all or any services, facilities and utilities to the Allottee and/or the said Unit including water supply, electricity, user of lift etc., in case of default in timely payment of the maintenance charges, electricity charges, property taxes, common expenses and/or other payments by the Allottee after giving 15 days' notice in writing.

IN WITNESS WHEREOF the Parties herein above named have set and subscribed their respective hands and seals in the presence of attesting witness, on the day month and year first above written:

SIGNED AND DELIVERED

BY THE WITHIN NAMED:

Allottee: (including joint buyers)

Signature: _____ Signature

Name: _____ Name

Address: _____ Address

At _____ on _____ in the presence of:

SIGNED AND DELIVERED BY

THE WITHIN NAMED:

Owner/Promoter:

Signature: _____

Name:

Address: At _____ on _____ in the presence of:

MEMO OF CONSIDERATION

Received Rupees _____/- (Rupees _____ only) towards part of Unit Price for the sale of the Unit as per the terms of this Agreement.

Sl. No	Date	Cheque No	Drawn on	Amount

Owner/Promoter

For Bengal Bonded Warehouse Limited


Director.