

**AGREEMENT FOR SALE**

This Agreement for Sale ("**AGREEMENT**") executed on this \_\_\_\_ day of  
\_\_\_\_ Two Thousand Twenty Three (2023)

**BY AND BETWEEN**

(1) **BALAJI AWAS NIRMAN PVT LTD** (PAN AABCB4341H and CIN U45201WB1990PTC049728), a company within the meaning of the Companies Act 2013, having its registered office at 37A, Jadunath Dey Road, Police Station and Post Office Bowbazar, Kolkata – 700012, (2) **HARRINGTON TOWERS PRIVATE LIMITED** (PAN AABCH4013N and CIN U65922WB1991PTC051673), a company within the meaning of the Companies Act 2013, having its registered office at 37A, Jadunath Dey Road, Police Station and Post Office Bowbazar, Kolkata – 700012, (3) **SAWARIA ENCLAVE LLP** (PAN ACVFS9177P and LLPIN AAE-4409), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, having its registered office at 37A, Jadunath Dey Road, Police Station and Post Office Bowbazar, Kolkata – 700012, (4) **DOMESTIC INFRACON LLP** (PAN AALFD4845M and LLPIN AAE-4400), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, having its registered office at Flat 10A, 10<sup>th</sup> Floor, 4, Ho-Chi-Minh Sarani, Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata – 700071, (5) **MONTEC REALTORS LLP** (PAN ABBFM0816C and LLPIN AAE-4406), a limited liability partnership incorporated under the Limited Liability Partnership Act, having its registered office at Flat 9D, 9<sup>th</sup> Floor, 4, Ho-Chi-Minh Sarani, Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata – 700071, (6) **GREENSPOT BUILDERS LLP** (PAN AAOFG5898A and LLPIN AAE-4401), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, having its registered office at 37A, Jadunath Dey Road, Police Station and Post Office Bowbazar, Kolkata – 700012, (7) **HARRINGTON REALTORS LLP** (PAN AAIFH7996N and LLPIN AAE-4404), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, having its registered office at 4<sup>th</sup> Floor, 4/3, Ho-Chi-Minh Sarani, Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata – 700071, (8) **SHYAMLEEN HOUSING DEVELOPERS LLP** (PAN ACVFS9176N and LLPIN AAE-4399), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, having its registered office at Flat 9C, 9<sup>th</sup> Floor, 4, Ho-Chi-Minh Sarani, Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata – 700071, (9) **SAWANKA DEVELOPERS LLP** (PAN ACVFS9175R and LLPIN AAE-4408), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, having its registered office at Ground Floor, 4, Ho-Chi-Minh Sarani, Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata – 700071, (10) **PROTEX DEVELOPERS OPC PRIVATE LIMITED** (PAN AAICP2058A and CIN U70102WB2015OPC207192), a company within the meaning of the Companies Act 2013, having its registered office at 4, Ho-Chi-Minh Sarani, Ground Floor, Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata – 700071, (11) **CROSSLAND SERVICES PRIVATE LIMITED** (PAN AACCC9965H and CIN U45200WB2007PTC112488), a company within the meaning of the Companies Act 2013, having its registered office at 14/1C, Jainuddin Mistry Lane, Police Station and Post Office Chetla,

Kolkata – 700027, **(12) BALASHREE NIRMAN LLP** (PAN AAPFB3999L and LLPIN AAE-5288), a Limited Liability Partnership registered under the Provisions of the Limited Liability Partnership Act, 2008, having its Registered Office at 4/3, Ho-Chi-Minh Sarani, 3<sup>rd</sup> Floor, Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata - 700071, **(13) DEVMATA INFRASTRUCTURE LLP** (PAN AALFD5513A and LLPIN AAE-5283), a Limited Liability Partnership, registered under the Provisions of the Limited Liability Partnership Act, 2008, having its Registered Office at 4/3, Ho-Chi-Minh Sarani, Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata - 700071, **(14) DIBYAJYOTI REALCON LLP** (PAN AALFD5512B and LLPIN AAE-5286), a Limited Liability Partnership, registered under the Provisions of the Limited Liability Partnership Act, 2008, having its Registered Office at 4/3, Ho-Chi-Minh Sarani, 3<sup>rd</sup> Floor, Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata 700071, **(15) EVERNICE BUILDERS LLP** (PAN AAFPE3822K and LLPIN AAE-5284), a Limited Liability Partnership registered under the Provisions of the Limited Liability Partnership Act, 2008, having its Registered Office at 4/3, Ho-Chi-Minh Sarani, 3<sup>rd</sup> Floor, Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata - 700071, **(16) SHIVYOGI INFRASTRUCTURE LLP** (PAN ACWFS3548P and LLPIN AAE-5285), a Limited Liability Partnership registered under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 4/3, Ho-Chi-Minh Sarani, 3<sup>rd</sup> Floor, Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata – 700071, **(17) SWASTIK PROJECTS PRIVATE LIMITED** (PAN AADCS7205D and CIN U70101WB1985PTC038535), a company within the meaning of the Companies Act 2013, having its registered office at 12, Shakespeare Sarani, Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata – 700071, **(18) SPPL DEVELOPERS LLP** (PAN ACVFS6928E and LLPIN AAE-3357), a Limited Liability Partnership, registered under the Provisions of the Limited Liability Partnership Act, 2008, having its registered Office at 12, Shakespeare Sarani, Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata - 700071, **(19) KUNAL HOUSING DEVELOPMENT PRIVATE LIMITED** (PAN AABCK1601R and CIN U70101WB1991PTC051438), a company within the meaning of the Companies Act 2013, and having its registered office at 12, Shakespeare Sarani, Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata – 700071, **(20) NEPTUNE FINANCE (INDIA) LIMITED** (PAN AAACN9855H and CIN U67190WB1994PLC063701), a company within the meaning of the Companies Act 2013, having its registered office at 12, Shakespeare Sarani, Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata – 700071, **(21) PADMA MERCANTILES PVT LTD** (PAN AABCP5412H and CIN U74899DL1987PTC027784), a company within the meaning of the Companies Act 2013, having its registered office at M-7, Chittaranjan Park, First Floor, Police Station and Post Office Chiittaranjan Park, New Delhi - 110019, **(22) WELWORTH CAPITAL MARKET LIMITED** (PAN AAACW2384E and CIN U67120WB1995PLC067896), a company within the meaning of the Companies Act 2013, having its registered office at 12,

Shakespeare Sarani, Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata – 700071, **(23) HOLYTEX CARPETS PRIVATE LTD** (PAN AAACH8182K and CIN U17222WB1995PTC071592), a company within the meaning of the Companies Act 2013, having its registered office at 5, Russell Street, Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata – 700071, **(24) DHANBRIDHI TRADERS PVT LTD** (PAN AABCD0935D and having CIN U51109WB1995PTC075229), a Company within the meaning of the Companies Act, 2013, having its registered office at 23A, Shakespeare Sarani, 3<sup>rd</sup> Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700016, **(25) UNIWORTH REALTOR PRIVATE LIMITED** (PAN AABCU1178K and CIN U45400WB2009PTC138129), a company within the meaning of the Companies Act 2013, having its registered office at 12, Shakespeare Sarani, Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata – 700071, **(26) DREAM VINIMAY PRIVATE LIMITED** (PAN AADCD0928Q and CIN U51109WB2008PTC123435), a company within the meaning of the Companies Act 2013, having its registered office at 234/3A, A.J.C. Bose Road, Police Station Bhowanipore, Post Office L. L. Ray Sarani, Kolkata – 700020, **(27) SARANYA TEXTILES PRIVATE LIMITED** (PAN AAEC57500E and CIN U17110MH1999PTC119115), a company within the meaning of the Companies Act 2013, having its registered office at 95, Marine Drive, Parijat Building, ‘G’ Road, Police Station Marine Drive, Post Office Kalbadevi, Mumbai - 400020 and **(28) SAHARSH REAL ESTATES LLP** (PAN ADBFS5380F and LLPIN AAG-2262), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 105, Park Street, Police Station and Post Office Park Street, Kolkata – 700016, all being represented by their Constituted Attorney **KYAL DEVELOPERS PRIVATE LIMITED** (PAN AABCK3070E and CIN U70109WB1995PTC076151), a company duly incorporated under the Companies Act, 1956, having its registered office at Premises No.122/1R, Satyendranath Majumder Sarani, 4<sup>th</sup> Floor, Post Office Kalighat, Police Station Tollygunge, Kolkata 700026, represented by its Authorized Signatory, **DIPANKAR SARDAR** (PAN EMNPS0596E and Aadhaar No. 719849015440), by nationality Indian, by caste Hindu, son of Late Subrata Sardar, by occupation Service, residing at Village and Post Office Gokarnee, Police Station Magrahat, PIN 743601, South 24 Parganas, vide Board Resolution dated 29<sup>th</sup> October 2021 / **TARASANKAR MUKHERJEE** (PAN CEKPM9711C and Aadhaar No. 975679863549), by nationality Indian, by caste Hindu, son of Late Joydeb Mukherjee, by occupation Service, residing at Village Ghatampur, Post Office Porabazar, Police Station Dadpur, PIN 712305, Hooghly, vide Board Resolution dated 5<sup>th</sup> May 2022, hereinafter referred to as the “**OWNERS**” (which expression shall unless repugnant to the context or meaning there of be deemed to mean and include its in case of companies their respective successor or successors-in-interest and assigns, in case of Limited Liability Partnerships their present partners or such other person or persons who may be taken in or admitted for the benefit of the said partnership business their respective heirs executors administrators legal representatives and assigns) **of the FIRST PART.**

**AND**

**KYAL DEVELOPERS PRIVATE LIMITED**, (PAN AABCK3070E and CIN U70109WB1995PTC076151), a company incorporated under the Companies Act, 2013, having its Registered Office at Premises No.122/1R, Satyendra Nath Majumder Sarani, 4<sup>th</sup> Floor, Post Office Kalighat, Police Station Tollygunge, Kolkata 700 026, represented by its Authorized Signatory, **DIPANKAR SARDAR** (PAN EMNPS0596E and Aadhaar No. 719849015440), by nationality Indian, by caste Hindu, son of Late Subrata Sardar, by occupation Service, residing at Village and Post Office Gokarnee, Police Station Magrahat, PIN 743601, South 24 Parganas, vide Board Resolution dated 29<sup>th</sup> October 2021 / **TARASANKAR MUKHERJEE** (PAN CEKPM9711C and Aadhaar No. 975679863549), by nationality Indian, by caste Hindu, son of Late Joydeb Mukherjee, by occupation Service, residing at Village Ghatampur, Post Office Porabazar, Police Station Dadpur, PIN 712305, Hooghly, vide Board Resolution dated 5<sup>th</sup> May 2022, hereinafter referred to as the "**PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns) **of the SECOND PART**.

**AND**

*[If the Allottee is a individual]*

(1) \_\_\_\_\_ (PAN \_\_\_\_\_ and Aadhaar No. \_\_\_\_\_), by nationality Indian, by caste Hindu/Muslim/Christian, by occupation Service/Business/Professional/Housewife/Student/Others, son/daughter/wife of \_\_\_\_\_, residing at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District \_\_\_\_\_, PIN \_\_\_\_\_, State \_\_\_\_\_ and **(2)** \_\_\_\_\_ (PAN \_\_\_\_\_ and Aadhaar No. \_\_\_\_\_), by nationality Indian, by caste Hindu/Muslim/Christian, by occupation Service/Business/Professional/Housewife/Student/Others, son/daughter/wife of \_\_\_\_\_, both/all residing at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District \_\_\_\_\_, PIN \_\_\_\_\_, State \_\_\_\_\_, hereinafter (jointly/collectively) referred to as the **ALLOTTEE(S)** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their respective heirs, executors, administrators, legal representatives and assigns) **of the THIRD PART**;

*[If the Allottee is a company]*

\_\_\_\_\_ (PAN \_\_\_\_\_ and CIN \_\_\_\_\_), a company incorporated under the provisions of the Companies Act, 1956 or the Companies Act, 2013 having its registered office at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District \_\_\_\_\_, PIN \_\_\_\_\_, State \_\_\_\_\_, represented

by its Director/Authorized Signatory \_\_\_\_\_ (PAN \_\_\_\_\_ and Aadhaar No. \_\_\_\_\_), by nationality Indian, by caste Hindu/Muslim/Christian, by occupation \_\_\_\_\_, son/daughter/wife of \_\_\_\_\_, residing at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District \_\_\_\_\_, PIN \_\_\_\_\_, State \_\_\_\_\_, hereinafter referred to as the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns), **of the THIRD PART**;

[OR]

*[If the Allottee is a Partnership]*

\_\_\_\_\_ (PAN \_\_\_\_\_), a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District \_\_\_\_\_, PIN \_\_\_\_\_, State \_\_\_\_\_, represented by its Authorized Partner \_\_\_\_\_ (PAN \_\_\_\_\_ and Aadhaar \_\_\_\_\_), having mobile number \_\_\_\_\_, by nationality Indian, by caste Hindu/Muslim/Christian, son/daughter/wife of \_\_\_\_\_, residing at (PAN \_\_\_\_\_ and Aadhaar No. \_\_\_\_\_), by nationality Indian, by caste Hindu/Muslim/Christian, by occupation \_\_\_\_\_, son/daughter/wife of \_\_\_\_\_, residing at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District \_\_\_\_\_, PIN \_\_\_\_\_, State \_\_\_\_\_, hereinafter referred to as the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm and such other person(s) who may be taken or admitted for the benefit of the said partnership, their respective heirs, executors and administrators and assigns), **of the THIRD PART**.

[OR]

*[If the Allottee is a HUF]*

\_\_\_\_\_ (PAN \_\_\_\_\_), for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business/residence at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District \_\_\_\_\_, PIN \_\_\_\_\_, State \_\_\_\_\_, hereinafter referred to as the "**ALLOTTEE(S)**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) **of the THIRD PART**.

The Owners, Developer/Promoter and Allottee(s) shall hereinafter collectively

be referred to as the “parties” and individually as a “party”.

**DEFINITIONS:**

For the purpose of this Agreement for Sale, unless the context otherwise requires-

- (a) “Act” means the Real Estate (Regulation and Development) Act, 2016;
- (b) “Rules” means the West Bengal Real Estate (Regulation and Development) Rules, 2021;
- (c) “Section” means a section of the Act/Rules;

**WHEREAS:**

- A. The Promoter has represented to the Allottee(s) that:
  - (i) The Owners are the absolute and lawful owners of the property more fully described in **Part – I of Schedule A** hereto which was purchased by the Owners from time to time (hereinafter referred to as “the Said **Land**”)
  - (ii) The particulars of the title of the Land are more fully described in **Part – II of Schedule A** hereto (hereinafter referred to as “the Devolution of Title”)
  - (iii) Out of the said land, a divided and demarcated portion measuring 14 Cottahs (more or less) being the North-West portion, having a separate ingress and egress shall be gifted and/or handed over to South Dum Dum Municipality, as and when directed to. It has been agreed that out of the said 14 Cottahs, a portion measuring 10 Cottahs shall remain open to sky and shall be used as a playground by the Allottees of the Project and also by the local residents of the said area.
- B. By and under a Development Agreement dated 3<sup>rd</sup> August, 2020 made between the above-named owners as Owners therein and the Promoter hereto as Developer therein and registered with the office of Additional Registrar of Assurance – III, Kolkata in Book No.I, Volume No.1903-2020, Pages 162190 to 162339, Being No.190303348 for the year 2020 subsequently by and under a Supplementary Development Agreement dated 12<sup>th</sup> August, 2021 made between the above-named owners as Owners therein and the Promoter hereto as Developer therein and registered with the office of Additional Registrar of Assurance – III, Kolkata in Book No.I, Volume No.1903-2021, Pages 330380 to 330465, Being

No.190307799 for the year 2021, the Owners in consultation with each other had jointly granted the exclusive right of development in respect of the said Land and construction of a new residential project, in favour of the Promoter herein, which the Promoter had agreed to undertake for the consideration and on the terms and conditions contained therein.

- C. The Owners had applied for and obtained sanction of the building plan vide Plan No.166 dated 16<sup>th</sup> October, 2020 from the South Dum Dum Municipality and subsequently the said plan has been revalidated/revised by the said South Dum Dum Municipality vide No. 653 dated 23<sup>rd</sup> February, 2022 (hereinafter referred to as the said plan and shall include all alterations and/or modifications made thereto from time to time and as may be permitted by the authorities concerned) and commenced construction of a residential project comprising of three Tower/Building having basement and ground plus twenty three (B+G+23) upper floors and various car parking spaces (hereinafter referred to as the “**Buildings**”) comprising of several apartments, common areas and other facilities and altogether known as “**Vinayak Vista**” (“**Project**”). The Promoter agrees and undertakes that it shall not make any changes to the plans of the Project except in strict compliance with Section 14 of the Act and Section 9(3) of the Rules and other laws as applicable.
- D. The Promoter vide approval dated 07.07.2021 has been granted the commencement certificate to develop the Project.
- E. The Project has not been registered under the provisions of the Act in absence of any appropriate authorities, and the Promoter shall cause to register the Project no sooner a Competent Authority is formed, as per applicable laws.

OR

The Promoter has registered the Project as a separate Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority (“Authority”) at [ ] on [ ] under Registration No. [ ].

- F. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title, and interest of the Owners regarding the Land on which Project is to be constructed have been completed.
- G. The Allottee(s) had applied to the Promoter for allotment of an Apartment in the Project (“**Application**”), the Promoter has provisionally allotted in favour of the Allottee(s) All That the



Apartment described in **Part - I** of **Schedule B** hereunder written ("**Said Apartment**") together with the permission to use such number(s) of car parking space(s) to be identified and designated by the Promoter at the Building and/or the Said Project, which do not form a part of the Common Areas, as stated in **Part - II** of **Schedule B** hereunder written ("**Car Parking Space**") for the parking of private medium sized/standard car(s) owned by the Allottee within such space(s), and further subject to the Allottee making payment of the consideration amount as well as all other dues, extras and deposits, costs and expenses, each of which were unconditionally accepted by the Allottee, (Said Apartment together with the permission to park private medium sized car(s) owned by the Allottee within the space comprising the Car Parking Space if any, hereinafter collectively shall be referred to as "**Said Apartment And Properties Appurtenant Thereto**") in accordance with the Specifications, marked as **Part - III** of **Schedule B** hereto together with the irrevocable right to use the common areas, parts, portions, installations and facilities of the Project in common with the remaining allottees of the Project (hereinafter collectively referred to as the "**Common Areas**", and more particularly described in **Schedule D** hereto).

- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I. At or before the execution of this Agreement, the Allottee confirm(s) that after having conducted and completed to his/her/their/its complete satisfaction independent due diligence and title verification in respect of the Said Land as also the compliance and/or non-compliance, if any, by the Promoter of all/any applicable law(s), notification(s), rule(s) etc., and after having carried out a physical inspection of the Said Land, and further after inspecting, examining and perusing all the title deeds pertaining inter alia to the Devolution of Title, papers, documents etc. (including the various covenants, terms, conditions etc. respectively stipulated therein) related inter alia to the Said Land including but not limited to amongst others, the Specifications, approvals etc. for the Project, the deeds, papers, documents, details, schedules etc. referred to and/or specified under the Act and the Rules as also those referred to and/or described herein, each of which have from time to time been provided by the Promoter to the Allottee and the Allottee confirm(s) and acknowledge(s) receipt of the true copies thereof, which are in the custody and possession of the Allottee, and the Allottee having understood and/or having complete and due notice and knowledge of, and after fully satisfying himself/herself/themselves/itself, has/have accepted, without any reservation, each of the aforesaid

including the right of the Promoter as stipulated in this Agreement, and inter alia:-

- i) the right, title and interest of the Promoter and the Owners to/over/in respect of the Said Land and to develop and deal with the Project intended to be constructed/developed on the Said Land;
- ii) the Devolution of Title;
- iii) the nature, state, condition and measurement of the Said Land and the Project, as applicable, and the manner in which the same is/are presently intended to be used;
- iv) the permission to park private medium sized car(s) within the space comprising the Car Parking Space if any, comprises an integral and inseparable part of the Said Apartment, subject to due compliance by the Allottee of each of the stipulated terms, to the satisfaction of the Promoter;
- v) the proposed location, lay out plan and the dimensions of each of the Said Apartment and the Car Parking Space if any;
- vi) the Common Areas which are intended to form a part of the Project;
- vii) the laws/notifications and rules applicable to the area where the Said Land is situated, in general, and the Project and similar projects, in particular;
- viii) the present estimated respective Carpet Area of the Said Apartment and the manner of calculation thereof;
- ix) the nature and the extent of the rights and benefits proposed to be granted and/or extended to the Allottee as also the several obligations to be performed and fulfilled by the Allottee, each to the satisfaction of the Promoter;
- x) the terms, conditions, covenants, stipulations, restrictions, reservations and obligations in the matter of acquiring freehold title in respect of the Said Apartment And Properties Appurtenant Thereto along with the permission to park private medium sized car(s) within the space comprising the Car Parking Space if any, the manner and method of use and enjoyment of the same as well as the covenants running with the land and the Said Apartment and Properties Appurtenant Thereto;
- xi) that the Car Parking Space/s provided in the Project are for the benefit of the Allottee/s or occupant/s of the Project. The rights to use Car Parking Space/s have to be earmarked to the Allottees for facilitating the smooth functioning and use of Car Parking Space/s. In the absence of such earmarking of Car Parking Space/s, the use of the Car Parking Space/s would result in disharmony and periodical disputes amongst the Allottees/occupants of the Apartments. In view of the same the Allottee/s hereby irrevocably authorizes the Promoter to earmark Car Parking Space/s to the Allottee/s at their discretion in the mutual interest of one and all in order to

maintain peace, cordiality and harmony among the Allottees. The Allottee/s further declares that he/she/they is/are bound by such earmarking of Car Parking Space/s and will not question the authority of the Promoter in doing so and further desist from making any issue or claims in respect thereto

- xii) the Specifications as also the measurements, dimensions, designs and drawings;
- xiii) the state and condition in which the Said Apartment And Properties Appurtenant Thereto if any are intended to be handed over to the Allottee subject to compliance by the Allottee of each of the stipulated terms to the satisfaction of the Promoter;
- xiv) the Promoter shall be entitled to the Additional FAR, whereupon subject to compliance with the provisions of Section 14 of the Act and Section 9 (3) of the Rules and as provided for in this Agreement, the Promoter shall be entitled to and would be well within its right to alter, modify, amend, revise etc. the Plan and to undertake any further and/or additional construction(s) at the Project including constructing further upper floors above the topmost floor as it presently stands sanctioned, as a consequence whereof such floor shall not remain as the topmost floor of the Building, and the Promoter shall be further entitled to connect such further and/or additional construction(s) with the existing utilities and amenities at the Project/Building including all the Common Areas, notwithstanding any temporary disruption caused in the use and/or enjoyment of the Said Apartment And Properties Appurtenant Thereto, and each of such further constructions shall absolutely belong to the Promoter who shall be entitled to deal with the same in such a manner as the Promoter may deem fit and proper, and the Allottee hereby agree(s) and undertake(s) not to do, execute or perform or permit the doing, execution or performance of any act, deed or thing which may prevent the Promoter from undertaking the construction of and/or dealing with or otherwise transferring the aforesaid with full knowledge and acceptance of the fact that the aforesaid shall result in several changes including but not limited to a change in the Undivided Share, and the Allottee covenant(s) and undertake(s) not to object to the same on any ground whatsoever or to claim, demand etc. any compensation, damages etc.;
- xv) the right of the Promoter to carry out, implement etc. any variations and/or additions and/or alterations and/or deletions and/or modifications and/or revisions to the Plan, the layout plans and the Common Areas subject to the terms of this Agreement and subject to compliance with the provisions of Section 14 of the Act and Section 9 (3) of the Rules and the Allottee hereby grant(s) and accord(s)

his/her/their/its consent to the same;

- xvi) the Promoter shall be entitled to gift and/or handover a divided and demarcated portion measuring 13.84 Cottahs (more or less) being the North-West portion, having a separate ingress and egress to South Dum Dum Municipality, as and when directed to and the and the Allottee covenant(s) and undertake(s) not to object to the same on any ground whatsoever or to claim, demand etc. any compensation, damages etc.

and the Allottee further declare(s), confirm(s) and acknowledge(s) each of the following:

- a) that each of the terms, conditions, covenants, stipulations, restrictions, reservations and obligations recorded herein as well as the covenants running with the Said Land and/or the Said Apartment And Properties Appurtenant Thereto and the manner and method of the use and enjoyment of the Said Apartment And Properties Appurtenant Thereto including those stated herein, have been arrived at after mutual discussions and negotiations between/amongst the Parties hereto, each of which have been accepted and voluntarily agreed to by the Allottee (without any coercion and/or influence), none of which can be treated as and/or considered to be oppressive or one-sided or unfair or heavily leaned in favour of the Promoter and/or as imposition of unfair conditions, as each has been formulated/stipulated bearing in mind the nature of the Project which would, inter alia, protect the rights of and/or ensure to the benefit of the Allottee, and therefore are fair and reasonable;
- b) that the Allottee has sought and obtained independent legal advice and opinion and has caused this Agreement to be vetted by advocates/lawyers appointed by the Allottee;
- c) that the Allottee has entered into this Agreement after taking into account/ consideration several factors, and thus the quantum of the Total Price, the Deposits, Extra Charges and all other amounts, charges, costs, deposits, expenses, taxes etc. as stipulated in this Agreement and agreed to be paid by the Allottee, are fair and just;
- d) that upon signing this Agreement, no conditions, stipulations, representations, guarantees, warranties etc. have been made by and/or on behalf of the Promoter other than those if any specifically set forth herein;

- e) that the Promoter has provided all the information and clarifications as required by and/or requested for from time to time, and the Allottee is/are fully satisfied with the same, and the Allottee further acknowledge(s) and confirm(s) that the Allottee has/have carefully read the terms, conditions and stipulations contained/recorded in this Agreement and understood the obligations and limitations of the Promoter as set forth herein, as also the obligations and liabilities of the Allottee, and has/have relied on his/ her/their/its own judgment and investigation while deciding to apply to the Promoter for granting the rights and/or permissions (of the specific nature specified herein) in respect of the Said Apartment And Properties Appurtenant Thereto, if any, and to execute this Agreement (which is final in all respects), and the Allottee undertakes(s) and covenant(s) to faithfully abide by each of the terms and conditions of this Agreement;
- f) that in view of the Allottee having agreed to make timely payment of and/or to timely deposit the various amounts including those stipulated herein, and having further undertaken and covenanted to faithfully abide by and comply with and perform and observe each of the terms and conditions stipulated herein, the Promoter has blocked for the Allottee the Said Apartment And Properties Appurtenant Thereto; and the Allottee hereby and hereunder undertake(s) and covenant(s) not to make or raise any objection or claim or requisition inter alia in respect of any of the aforesaid, or to make or raise or set up or initiate any claim or demand or action contrary to the aforesaid on any ground whatsoever or howsoever. The Parties hereby confirm that they are entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Land and/or the Project.
- g) The Allottee(s) agree(s) and understand(s) that all the standard fitting, interiors, furniture, kitchenette and fixtures provided and dimension of the show/model residential Unit exhibited at the site or any representative images used in different marketing collaterals only provides a representative idea and the actual Apartment agreed to be constructed will be as per specifications mentioned in this agreement in **Part - III** of the **Schedule B** and the same may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance

from the ones provided in the model unit and the Allottee(s) shall not be entitled to raise any claim for such variation.

- J. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to grant its right title and interest in the said Apartment And Properties Appurtenant Thereto and the Allottee hereby agrees to take purchase of the Said Apartment And Properties Appurtenant Thereto as specified in paragraph G of the recitals.

**NOW THEREFORE**, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. **TERMS:**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee, and the Allottee hereby agrees to purchase on the Said Apartment And Properties Appurtenant Thereto and further the Promoter provisionally agrees to permit the Allottee to park private medium sized car(s) owned by the Allottee within the space comprising the Car Parking Space, if any, all as specified in Recital G hereinabove;

1.2 The **Total Price** for the Said Apartment And Properties Appurtenant Thereto (based on the Carpet Area) and for the permission to park private medium sized car(s) owned by the Allottee within the space comprising the Car Parking Space, if any, comprises of the following:

- a. A mutually agreed composite sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only** as detailed hereinbelow (**“Apartment & CP Price”**):-

<b>Sl. No.</b>	<b>Consideration/Amount Payable Towards</b>	<b>Rs.</b>
1.	Said Apartment (calculated at the rate of Rs. ____/- (Rupees _____) only per sq. ft. of the Carpet Area of the Said Apartment)	Rs. _____/-
2.	Car Parking Space	Rs. _____/-

3.	Store	Rs. _____/-
4.	Balcony/Verandah	Rs. _____/-
	<b>Total:</b>	<b>Rs. _____/-</b>

- b. The applicable Taxes payable on the Apartment & CP Price as determined from time to time (**“Apartment & CP Price”**).
- c. The Extra Charges as detailed hereinbelow:-

<b>Maintenance Deposit</b> - This amount is payable against 24 months advance maintenance charges for the said Apartment That the Promoter, have estimated the cost for first two years maintenance charges, as per present indexation and on thumb rule basis, as such it shall not have any obligation to submit any account with regards to said maintenance charges to the Allottee.	Rs. _____/- plus GST
<b>Transformer Charges &amp; Electricity Charges &amp; Generator Charges</b> -This amount is payable for the said Apartment as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Promoter in making arrangement with CESC/ any other electricity supply agency for providing and installing transformer at the said Project. Provided the Allottee shall pay the Deposit to CESC/ any other electricity supply agency directly on account of Individual Meter.	Rs. _____/- plus GST
<b>Legal and Documentation Charges</b> (including registry commissioning charges)	Rs. _____/- plus GST
<b>Association Formation Charges</b>	Rs. _____/- plus GST
<b>Extra Development Charges-Amenities</b>	Rs. _____/- plus GST
<b>AC Copper and Drain Piping Charges</b>	Rs. _____/- plus GST
<b>Total Extras Charges (in Rupees)</b>	<b>Rs. _____/- plus GST</b>

\*\*\*\*\* Registration Fee, Stamp Duty, Electricity Meter Deposit & Mutation Charges on Actuals

The applicable Taxes payable on the Extra Charges as and when will be required by the Promoter after execution of these presents are determined from time to time (**“Extra Charges Taxes”**).

- d. The Deposits as and when will be required by the Promoter after execution of these presents are detailed hereinbelow: -

<b>Sinking Fund Deposit</b> -This amount is payable as funds for future repairs replacement, improvements and developments in the Project. This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes as the Promoter may deem fit and proper.	Rs. _____/-
<b>Property tax deposit</b> - This amount is payable against proportionate share of Property Tax for the said Apartment for twelve months.	Rs. _____/-
<b>Total Deposits (in Rupees)</b>	<b>Rs. _____/-</b>

The applicable Taxes, if any, payable on the Deposits as determined from time to time (**“Deposit Taxes”**)

For the sake of brevity, the term **“Total Price”** shall include **Apartment & CP Price, Apartment & CP Taxes, Extra Charges, Extra Charges Taxes, Deposits and Deposit Taxes.**

**Explanation:**

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Said Apartment And Properties Appurtenant Thereto;
- (ii) The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax, cess or any other similar taxes which may be levied in connection with the construction of the Project and payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Said Apartment And Properties Appurtenant Thereto to the Allottee.

Provided that, in case there is any change/modification in the taxes or any new applicable taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change/modification; Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

- (iii) The Promoter shall periodically intimate to the Allottee, the



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

- (iv) The Total Price in respect of the Said Apartment And Properties Appurtenant Thereto includes recovery of consideration of the Apartment, Car Parking Space (if any), construction of not only the Apartment but also the Common Areas, Common Facilities, internal development charges, external development charges, taxes, cost of providing in the Apartment, electrical connectivity, waterline and plumbing, drainage, sewerage, sanitation system, solid waste management system (except cost of operating the system for taking the garbage to the garbage compactor and taking it out), installation of street lighting and organized open space, if any, including land scaping in the common areas of the Project, maintenance charges for 24 months and includes cost of all other facilities and amenities, if any, to be provided in the Said Apartment And Properties Appurtenant Thereto and the Project and also the Documentation Charges and any other charges/deposits etc. more particularly mentioned in Clause 1.2 hereinabove.
  - (v) The Maintenance Charges although forming part of the Total Price of the Said Apartment And Properties Appurtenant Thereto, shall be collected by the Promoter solely for the purpose of upkeep, security, management and maintenance of the Common Areas mentioned in Schedule- "D" hereunder and all other installations thereat intended for common use, and providing and maintaining the essential services, on reasonable charges, through a maintenance company created by the Promoter ("Maintenance Company") till the taking over of the maintenance of the same by the Association, in terms of this Agreement. Simultaneously with the taking over of the maintenance of the Common Areas by the Association, the Promoter shall handover the prorated period based unused Maintenance Charges, to the Association, subject to appropriate deductions as provided under this Agreement and accounted thereof;
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the Competent Authority and /or any other increase in charges and taxes,

which may be levied or imposed by Competent Authority or any other authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges/taxes imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C** (hereinafter referred to as the **"PAYMENT PLAN"**).
- 1.5 The Promoter may allow, in its sole discretion, a rebate of 4% percent against the 95% of the total consideration amount, if the Allottee shall pay the same on or before signing of these presents. Such rebate shall be adjusted from the last installment of 5% of the total consideration payable at the time of possession. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans (which shall be in conformity with the advertisement, prospectus etc. on the basis of which the sale is effected) in respect of the Said Apartment And Properties Appurtenant Thereto or the Project, as the case may be, without the previous written consent of the Allottee as per provisions of the Act.
- 1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building/Tower is complete and the Occupancy Certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increased in the carpet area allotted to Allottee, the Promoter

shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement or if no rate is specified then on pro rate basis.

- 1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the rights of the Allottee is limited to ownership of the Said Apartment together with right to use the car parking space, if any and the Allottee hereby accepts the same and shall not, under any circumstances, raise any claim, of ownership, contrary to the above;
- (i) The Allottee shall also have irrevocable right to use the Common Areas, if any, which pertains to the Project. The Allottee shall use the Common Areas, if any, along with other allottees/occupants of the Project, maintenance staff etc. without causing any inconvenience and hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the Association after obtaining the Occupancy Certificate or Completion Certificate; and
  - (ii) That the computation of the Total Price in respect of the Said Apartment And Properties Appurtenant Thereto includes recovery of consideration of the Apartment, Car Parking Space (if any), construction of the Common Areas, internal development charges, if any, external development charges, taxes, cost of providing up to the Apartment the electrical connectivity, water line and plumbing, drainage, sewerage, sanitation system, solid waste management system, installation of street lights, organized open space, if any, including landscaping in the Common Areas of the Project, maintenance charges for 24 months and includes cost of all other facilities and amenities, if any, provided within the Apartment and the Project and any other charges/deposits etc. more particularly mentioned in Clause 1.2 above.
  - (iii) The Allottee has the right to visit the Projects it's to assess the extent of development of the Project and his Apartment, as the case may be, with prior written intimation and appointment. The Allottee shall comply with all requisite safety measures during such site visit and inspection.
- 1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with Car Parking Space (if any) shall be treated as a single indivisible unit for all purposes. Unless

stated otherwise, it is agreed that the Project is an independent, self-contained Project on the Said 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 Project's facilities and amenities shall be available only for use and enjoyment of the allottees of the Project.

- 1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Said Apartment And Properties Appurtenant Thereto to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from all Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment And Properties Appurtenant Thereto to the Allottee, the Promoter agrees to be liable, even after the transfer of the Apartment And Properties Appurtenant Thereto, 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 proceedings which may be taken therefor by such authority or person.
- 1.11 The Allottee has paid a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only as booking amount being part payment towards the Total Price of the Apartment And Properties Appurtenant Thereto on or before the execution of this agreement, the receipt to which the Promoter here by acknowledges and the Allottee hereby agrees to pay the balance of the Total Price of the Apartment And Properties Appurtenant Thereto as prescribed in the Payment Plan mentioned in **Schedule C** as may be demanded by the Promoter within the time and in the manner specified therein:

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

## 2. **MODE OF PAYMENT:**

Subject to the terms of this Agreement and Promoter abiding by the construction mile stones, the Allottee shall make all payments, on a written demand by the Promoter, within the stipulated time as

mentioned in the Payment Plan described in **Schedule C** through A/c Payee cheque/ demand draft or online payment (as applicable) in favour of **“KYAL DEVELOPERS PRIVATE LIMITED”** payable at Kolkata.

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

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

4. **ADJUSTMENT/ APPROPRIATION OF PAYMENTS:**

The Allottee authorizes the Promoter to adjust/appropriate all

payments made by him/her/it under any head(s) of dues against lawful outstanding of the Allottee against the Said Apartment And Properties Appurtenant Thereto, if any, in his/her/its name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. **TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration including extension, if any, of the Project with the Authority and towards handing over the Said Apartment And Properties Appurtenant Thereto to the Allottee and the Common Areas to the Association, as the case may be, after receiving the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project subject to formation of the Association and unless prevented by circumstances beyond its control and/or by any Force Majeure event(s). Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule C ("Payment Plan")**.

6. **CONSTRUCTION OF THE PROJECT/THE SAID APARTMENT AND PROPERTIES APPURTENANT THERETO:**

The Allottee has seen the proposed layout plan of the Said Apartment and proposed, specifications, amenities and facilities in respect of the Apartment/Building/Project and accepted the payment plan and the specifications, amenities and facilities which have been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said lay-out plan, floor plan, specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plan and shall not have an option to make any variation/alteration/modification in the plans of Project, other than in the manner provided under the Act and the Rules, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. **POSSESSION OF THE SAID APARTMENT AND PROPERTIES APPURTENANT THERETO:**

- 7.1 **Schedule for possession of the Said Apartment and Properties Appurtenant Thereto:** The Promoter agrees and understands that timely delivery of the possession of the Said Apartment and Properties Appurtenant Thereto to the Allottee

along with ready and complete the Common Areas of the Project is the essence of the Agreement. The Promoter assures to hand over possession of the Said Apartment And Properties Appurtenant Thereto along with ready and complete Common Areas, if any, of the Project on 31<sup>st</sup> December, 2026, unless there is a delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting regular development of the Project (“Force Majeure”). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to extension of time for the delivery of possession of the Said Apartment And Properties Appurtenant Thereto.

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 become impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from allotment within 45 (forty-five) days from that date. The Promoter shall intimate the Allottee about such termination at least thirty (30) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its liabilities under this Agreement. It is clarified that all amounts collected as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.

- 7.2 **Procedure for taking possession:** The Promoter upon obtaining the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project (**“Outgoings Payment Commencement Date”**) and subject to the Allottee not being in breach of any of his/her/their/its obligations under this Agreement, shall offer in writing the possession of the Said Apartment And Properties Appurtenant Thereto to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue of such certificate (**Possession Notice**). Provided that in the absence of local law, the Deed of Conveyance in favour of the Allottee shall be carried out by the Promoter within 3 (three) months from the date of Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under

the Act for the Project. Each party agrees and undertakes to indemnify the other party in case of failure of fulfillment of any of the provisions, formalities, documentation pertaining to the aforesaid. The Allottee agrees(s) to pay the maintenance charges as determined by the Promoter/ Maintenance Company, as the case may be, after the issuance of the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project. The Promoter shall handover a copy of such certificate, at the time of conveyance of the said the Said Apartment And Properties Appurtenant Thereto.

It is clarified that the Allottee shall duly comply with all its obligations in case the Promoter issues notice of completion to the Allottee on or before the date mentioned in clause 7.1 above.

7.3 **Failure of Allottee to take possession of the Said Apartment And Properties Appurtenant Thereto:** Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee shall take possession of the Said Apartment And Properties Appurtenant Thereto from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Said Apartment And Properties Appurtenant Thereto 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 specified in Clause 7.2 and all other outgoings as mentioned in this Agreement from such date as mentioned in the Possession Notice (**Deemed Possession**).

7.4 **Possession by the Allottee:** After obtaining the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project and handing over physical possession of the Said Apartment And Properties Appurtenant Thereto to the Allottee, it shall be the responsibility of the Promoter to hand over necessary documents and plans, including Common Areas, Amenities and Facilities to the Association of allottees or the competent authority, as the case may be, as per the local laws:

Provide that in case of absence of any local law, the Promoter shall hand over the necessary documents and plans including all Common Areas, Amenities and Facilities to the Association of allottees or the competent authority, as the case may be,



within 30 (thirty) days after obtaining the completion certificate of the Project.

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

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, then subject to terms mentioned below, the Allottee shall serve 45 (forty five) days' notice in writing on the Promoter and on expiry of the said period the allotment shall stand cancelled and the Promoter herein is entitled to forfeit the booking amount paid for the allotment along with all interest liabilities of the Allottee (in terms of Sec.19(6) and (7) of the Act) accrued till the date of such cancellation at such rate of interest that may be prescribed by the Authority from time to time (which rate applicable on the date of these presents is – SBI (1year MCLR)+2%) (“Cancellation Charges”) and the applicable G.S.T. payable on such Cancellation Charges. The balance amount of money, if any, paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation. It is further clarified that all amounts and/or payable as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.

**Compensation:** The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the Said land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim of interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Said Apartment And Properties Appurtenant Thereto (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 7.1; or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Said Apartment And Properties Appurtenant Thereto, with interest at

the rate prescribed in the Rules including compensation in the manner as provided under the Act (which rate applicable on the date of these presents is – SBI (1year MCLR)+2%) within 45 (forty-five) days of it becoming due. It is clarified that all amounts collected and/or payable as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Said Apartment And Properties Appurtenant There to which shall be paid by the Promoter to the Allottee within 45(forty-five) days of it becoming due.

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

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

- (i) The Owners have marketable title with respect to the Land; and Promoter has requisite rights to carry out development upon the Land and absolute, actual physical and legal possession of the Land for developing the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Land and the Project;
- (iv) There are no litigations pending before any Court of law with respect to the Land or the Said Apartment And Properties Appurtenant Thereto;

All approvals, licenses and permits issued by the competent authorities with respect to the Project and the Said Apartment And Properties Appurtenant Thereto are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project and the Said Apartment And Properties Appurtenant Thereto and the Common Areas, if any;

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

Save and the except the agreement between the Owners and the Promoter, the Owners/Promoter have 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 Land and the Said Apartment And Properties Appurtenant Thereto which will, in any manner, affect the rights of Allottee under this Agreement.

The Owners/Promoter confirms that the Owners/Promoter are not restricted in any manner whatsoever from selling the Said Apartment And Properties Appurtenant Thereto to the Allottee in the manner contemplated in this Agreement;

At the time of execution of the Conveyance Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Said Apartment And Properties Appurtenant Thereto to the Allottee and the Common Areas, Amenities and Facilities of the Project to the Association of allottees or the competent authority, as the case may be, after the completion of the Project;

The Land is not the subject 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 Land.

The Owners/Promoter has duly paid and shall continue to pay and discharge all Government dues, rates, charges and taxes and other moneys, levies, impositions, damages and/or penalties and other outgoings whatsoever payable with respect to the Project to the Authority till Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project has been issued and the possession of the Apartment along with the Common Area, (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of the Allottees or the competent authority, as the case may be.

No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification has been received by or served upon the Owners/Promoter in respect of the Land and/or the Project.

That the Property is not a Wakf Property.

The Promoter intends to make an application to the Regulatory Authority in terms of the Rules published on 27<sup>th</sup> July, 2021 upon the office of the authority become operational and ready to receive the same and the provisions and contents of this Agreement may undergo modifications or alterations if so required by the Regulatory Authority.

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

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

- (i) The Promoter fails to provide ready to hand over possession of the Said Apartment And Properties Appurtenant to the Allottee within the time period specified in Clause 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 Clause, 'ready to hand over possession' shall mean that the Said Apartment And Properties Appurtenant is ready with the provisions as described in paragraph (xii) of the recitals above and for which the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called has been issued by the competent authority as per the Act for the Project;
- (ii) Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made there under.

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

Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the development of the Said Apartment And Properties Appurtenant as a greed and only there after the Allottee be required to make the next payment without any interest; or

The Allottee shall have the option of terminating this Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the Total Price of the Said Apartment And Properties Appurtenant along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice.

It is clarified that all amounts collected as GST deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules,

for every month of delay till the handing over of the possession of the Said Apartment And Properties Appurtenant which shall be paid by the Promoter to the Allottee within 45 (forty-five days) of it becoming due.

- 9.1 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:
- (i) In case the Allottee fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount as the rate prescribed in the Rules;
  - (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2(two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Said Apartment And Properties Appurtenant in favour of the Allottee and refund the money paid to it by the Allottee by deducting the booking amount and the interest liabilities and applicable statutory taxes, if any, this Agreement shall there upon stand terminated. Provided that the Promoter shall intimate the Allottee about such termination at least 30(thirty) days prior to such termination.
  - (iii) The Allottee expressly acknowledges understands and agrees that in the event of cancellation or termination of the allotment of the Said Apartment And Properties Appurtenant (and this Agreement) in terms of this Agreement by the Promoter or the Allottee, as the case may be, the Promoter shall be at liberty to execute, present or registration and register unilaterally a deed of cancellation and the Allottee shall cease to have any right title interest whats oever in the Said Apartment And Properties Appurtenant or Land or Project on and from the date of expiry of the period mentioned in the notice of cancellation or termination issued by the Promoter or the Allottee, as the case may be.

10. **DEED OF CONVEYANCE OF THE SAID APARTMENT AND PROPERTIES APPURTENANT:**

The Promoter, on receipt of Total Price of the Said Apartment And Properties Appurtenant as mentioned in 1.2 above from the Allottee, shall execute a Deed of Conveyance and transfer to the Allottee the right, title and interest and convey the title of the Said Apartment and right to use of car parking space, if any with

irrevocable right to use the Common Areas within 3 months from the date of issuance of Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project, to the Allottee:

Provided that in the absence of local law, the Deed of Conveyance in favour of Allottee shall be carried out by the Promoter within 3 months from the date issuance of the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project. However, in case the Allottee fails to deposit the stamp duty and registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to with hold registration of the Deed of Conveyance in his/her favour till payment the stamp duty and registration charges to the Promoter is made by the Allottee. The allottee shall be solely responsible and liable to compliance of the provision of India Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority

It is clarified that the Deed of Conveyance shall be drafted by the solicitors/advocates of the Promoter and shall not be in consistent with or in derogation of the terms and conditions agreed by the Parties herein.

11. **MAINTENANCE OF THE SAID APARTMENT AND PROPERTIES APPURTENANT/PROJECT:**

The Promoter shall be responsible to provide and maintain through the Maintenance Company or by itself, the essential services of the Project till the taking over of the maintenance of the Project by the Association. The cost of such maintenance for 24 months has been included in the Total Price of the Said Apartment And Properties Appurtenant however, the Allottee(s) undertake to make necessary payments over and above such advance maintenance charges, if necessary, for such maintenance as fixed by the Promoter at actuals; on the basis that the Association shall be formed within a period of 18 months from the date of Completion Certificate for the whole Project. In case the formation of the Association is delayed beyond the said period, the Promoter shall provide and maintain the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottee(s) shall be liable to pay to the Promoter the charges for such maintenance as fixed by the Promoter at actuals.

The terms conditions covenants restrictions etc., pertaining to use and enjoyment of the Common Areas and the Common Facilities

are contained in Clause 34 under Additional Terms and all the Allottees of Apartments shall be bound and obliged to comply with the same.

12. **DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act. It is clarified that the Promoter shall hand over the possession of the Apartment on completion of the Project to the Allottee by way of issuance of a letter ("Letter of Handover") which shall at all times be construed as an integral part of this Agreement.

It is expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving to the Promoter the opportunity to inspect, assess and determine the nature of such defect (which inspection Promoter shall be required to complete within 15 days of receipt of the notice from the Allottee), alters the state and condition of such defect, then the Promoter shall be relieved of its obligations contained in the Clause immediately preceding and the Allottee shall not be entitled to any cost or compensation in respect thereof.

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

14. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Promoter/Maintenance Company shall have rights of

unrestricted access of all Common Areas, if any of the Project for providing necessary maintenance services and the Allottee agrees to permit the Promoter and/or Maintenance Company to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. **USAGE:**

Use of Service Areas: The service areas, if any, as located within the Project, shall be earmarked for purposes such as services including but not limited to electric sub-station, transformer, underground water tanks, pump rooms, maintenance and service rooms, and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services are as in any manner whatsoever, and the same shall be reserved for use by the Maintenance Company/Promoter for rendering maintenance services.

16. **COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- 16.1 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost and shall not door suffer to be done anything in or to the Apartment, which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its demarcation provisions of sewers, drains, pipes, electricity supply, waste management and any other 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. is not in any way damaged or jeopardized.
- 16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign- board/name-plate, neon light, publicity material or advertisement material etc. on the face / façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee(s) 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 Apartment or place any heavy material in the common passages or staircase of the Building/Project.
- 16.3 The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment, the Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the



Association, as the case may be. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

18. **ADDITIONAL CONSTRUCTION:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the Building Plan has been approved by the competent authority(ies) and disclosed, except for as provided in the Act and the Rules.

19. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement, they shall not mortgage or create a charge on the Said Apartment, 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 Apartment.

However, for obtaining financial assistance, the Promoter has already created registered mortgage on the said Land and all constructions made and to be made thereon in favour of the **BAJAJ HOUSING FINANCE LIMITED**, Express Tower, 3<sup>rd</sup> Floor, 42A, Shakespeare Sarani Road, Kolkata 700017 and shall be at liberty to create further mortgages and/or charges in respect of the said Land or any part thereof with the consent of the existing lender and the Allottee(s) hereby consent(s) to the same **Provided However that** before the of execution of the registered agreement for sale and/or before execution of final deed of conveyance, the Promoter assures to have the said Apartment released from any such mortgage and/or charge as per applicable Rules and/or get no-objection from the lenders, if any, with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations

herein, will be acquiring title to the said Apartment free of all such mortgages and charges created by the Promoter.

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

The Promoter has assured the Allottee that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972 and the Rules made there under and that the Project in its entirety is in accordance with the applicable laws as applicable in the State of West Bengal.

21. **BINDING EFFECT:**

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

22. **ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Said Apartment And Properties Appurtenant.

23. **RIGHT TO AMEND:**

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

24. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON**

**ALLOTTEE/ SUBSEQUENT ALLOTTEE(S):**

It is clearly understood and so agreed by and between the parties here to that all the provisions contained herein and the obligations arising hereunder in respect of the Said Apartment And Properties Appurtenant and the Project shall equally be applicable to and enforceable against any subsequent Allottee/s, in case of a transfer, the said obligations go along with the Said Apartment And Properties Appurtenant for all intents and purposes.

25. **WAIVER NOT A LIMITATION TO ENFORCE:**

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

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

26. **SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and 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 in consistent with the purpose of this Agreement and to the extent necessary to confirm to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

28. **FURTHER ASSURANCES:**

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

29. **PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through their authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution of the said Agreement shall be registered at the office of the concerned Registration Authorities. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. **NOTICES:**

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

Allottee(s):  
[Name of the Allottee(s)]  
Address:

Promoter: **KYAL DEVELOPERS PRIVATE LIMITED**  
Address: Premises No.122/1R, Satyendra Nath Majumder Sarani,  
4<sup>th</sup> Floor, Post Office Kalighat, Police Station Tollygunge,  
Kolkata 700 026

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

31. **JOINT ALLOTTEES:**

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

32. **GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made 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 settled through the adjudicating officer appointed under the Act.

*(The additional terms and conditions as per the contractual understanding between the Parties are recorded hereunder. However, it is expressly clarified that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.)*

34. **ADDITIONAL TERMS:**

The parties have agreed that notwithstanding anything to the contrary contained in this Agreement hereinbefore, the Agreement shall be subject to the following other terms conditions and covenants on the part of the Owners, Promoter and Allottee(s) to be respectively paid observed and performed, as the case may be (it being clarified that in the event of any inconsistency or contradictions in the clauses abovementioned and those contained hereinafter, the provisions of the clauses contained in this clause 34 hereinafter contained shall prevail).

*The additional terms and conditions as per the contractual understanding between the Parties are recorded hereunder. However, it is expressly clarified that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.*

35.1 **ADDITIONAL DEFINITIONS:**

In addition to any other terms which are defined in this Agreement by inclusion in parenthesis and/or quotations, the

undernoted terms, shall, unless repugnant to the context or meaning thereof, have the meaning respectively assigned to each of such terms hereinbelow:-

**“Agreement”** shall mean this agreement together with each of the Recitals and Schedules stated and/or incorporated herein by reference or otherwise, as may be amended in the manner as recorded herein and/or in writing by the Parties from time to time by way of letters and/or supplemental agreements and/or addenda to this agreement.

**“Apartment”** shall mean a constructed space at the Buildings intended and/or capable of being exclusively enjoyed by a specific Apartment Allottee as identified by the Promoter.

**“Balcony/Verandah”** shall mean the balcony(ies)/verandah(s) which is/are meant exclusively for the use of an Allottee, and which comprises an integral and inseparable part/component of an Apartment.

**“Booking Amount”** shall mean 10% (ten percent) of **Apartment & CP Price**.

**“Building(s)”** shall mean the new building(s) consisting of various self-contained apartments and constructed spaces, proposed to be constructed at the Said Land.

**“Built-Up Area”** shall mean the aggregate of: (i) the Carpet Area of an Apartment, (ii) the area of the Balcony/Verandah, (iii) 50% (fifty percent) of the area of the Open Terrace and (iv) the niches, elevation, treatment plus 100% area of the external walls which are not shared and 50% area of the walls shared by the apartment and the adjacent apartments and 50% area of the walls shared by the common facilities like lift lobbies, stairs, corridors, duct and so on, if any, all as computed by the Architect.

**“Car Parking Space”** shall mean all the spaces in the portions at the ground floor level/basement level/podium level of the new buildings, whether open or covered or mechanical, of the Project expressed or intended to be reserved for parking of private medium sized motor car(s)/two wheeler(s).

**“Carpet Area”** shall mean the net usable area of an Apartment, excluding the area covered by the external walls, areas under the services' shafts, the areas respectively comprised in the Balcony/Verandah and the Open Terrace, but including the area covered by the internal partition walls of such an Apartment.

**“Common Expenses”** shall include each of the undernoted charges, expenses etc. payable proportionately by the Allottee and the other Allottees, each as determined by the Promoter at its sole

and absolute discretion, which shall be final, binding and conclusive on each Allottee including the Allottee:

- a) all the costs, charges, expenses, fees etc. to be incurred for and/or on behalf of the Allottee(s) for rendition of the Common Purposes; and
- b) all the Outgoings payable in respect of the Land, the Building, the Common Areas; and
- c) the recurring costs, charges, fees, expenses etc. to be incurred/payable/ incurred for the smooth operation, running, management, maintenance, upkeep and administration of the several facilities, infrastructure, utilities etc. at/of the Land and/or the Buildings including but not limited to those comprising a part of the Common Areas, including repairs, replacements, improvements etc. thereof; and
- d) all expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant, Firefighting equipment, CCTV, EPABX etc. and other common installations including their license fees, taxes and other levies (if any) and all the lights of the Common Areas; and
- e) All expenses towards electricity and annual maintenance charges of the mechanized car parking space, however, it being made clear that the said mechanized car parking space, if any, shall not be part of common areas.  
Such other charges, expenses etc. as determined by the Promoter from time to time; and
- f) Each of the afore stated together with the applicable Taxes thereon; and

**“Common Purposes”** shall include:

- a) the maintenance, management, upkeep, administration, protection etc. of the Land, the Building, the Common Areas and the several facilities etc. at/of the Land and/or the Buildings including the repairs, replacements, improvements etc. thereof;
- b) dealing with and regulating matters of common interest of each of the Allottees relating inter alia to their mutual rights and obligations in respect of the Land and the Project, for the use

and enjoyment of their respective Apartments and the Common Areas;

- c) Insurance of the Project and the Common Areas;
- d) the collection and disbursement of the Common Expenses;
- e) all other common purposes and/or other matters, issues etc. in which the Allottee(s) have common interest relating to the Project, the extent, mode and manner of each of the above to be as determined and formulated by the Promoter; and
- f) all other common expenses and/or other matters issues etc. which the Allottee(s) have in common interest relating to the Land, the extent, mode and manner of each of the above to be as determined and formulated by the Promoter.

**“Outgoings”** shall mean all the municipal rates and taxes, land revenue, assessments, electricity charges (including transmission loss), utility charges and all other outgoings by whatever name called including but not limited to those determined by the Promoter, which shall be final and binding on all the Allottees including the Allottee, each together with the applicable Taxes, interest and penalty thereon, if any.

**“Super Built Area”** shall mean the built-up area forming part of the Flat/Unit/Apartment and such proportionate share in the common parts and portions as may be determined by the Architect for the time being in respect of the said Project and any certificate given by him shall be final, conclusive and binding.

35.2 **ADDITIONAL TERMS AND COVENANTS REGARDING THE TOTAL PRICE, DEPOSITS, EXTRA CHARGES ETC., AND THE PAYMENT THEREOF:**

- i) In consideration of this Agreement and as and by way of consideration for being granted the specific rights and/or permissions of the nature stipulated in this Agreement, and accepting each of the terms and conditions stipulated in this Agreement, in addition to payment of the Total Price, the Allottee shall be liable and responsible to and hereby agree(s) and undertake(s) to make payment of the various amounts as determined by the Promoter. (each together with the applicable Taxes thereon) to the Promoter and/or other entities, each as identified and stipulated by the Promoter, each to be paid/deposited within such time frames as may be determined by the Promoter, it being unequivocally agreed, understood, acknowledged and accepted by the Allottee as follows:-



- a) that certain deposits are in the nature of transferable deposits and/or funds, which shall be held by the Promoter, free of interest and shall be made over by the Promoter to the Association after its formation, subject to deductions, if any, as ascertained by the Promoter;
  - b) that without making payment of the entirety of each of the Total Price, Interest (if any), TDS Interest (if any) amongst others, each in the manner and within the time periods stipulated by the Promoter and fulfilling each of his/her/their/its obligations, all to the satisfaction of the Promoter, the Allottee(s) shall not be entitled to call upon the Promoter to hand over the Said Apartment And Properties Appurtenant, and further without making payment of the Common Expenses, the Allottee(s) and/or his/her/their/its Permitted Transferee(s) and/or permitted users/occupiers shall not be entitled to use and enjoy and/or to continue the user and enjoyment of the Common Areas.
- ii) In no event shall the Allottee(s) be entitled to or shall claim/demand any abatement or reduction or deduction in the Total Price on any ground whatsoever or howsoever provided that the Allottee(s) shall only be entitled to deduct from the Apartment & CP Price the amount, if any, towards the prevailing applicable tax deductible at source subject to the Applicable Laws ("TDS").
  - iii) It is agreed and understood between the Parties that in the event at any time prior to the expiry of the scheduled date of completion of the Project as envisaged at the time of registration of the Project under the Act and as extended from time to time:
    - a) there be any change, modification, amendment, increase, decrease etc. in any of the Taxes comprising the Apartment & CP Price, Extras and Deposits and/or the manner of computation thereof including but not limited to due to change of/in Applicable Laws; and/or
    - b) any new and/or fresh taxes, cesses, assessments, duties, levies, charges, impositions etc. (central, state or local) by whatever name called be imposed, levied, notified etc. with retrospective effect or otherwise including but not limited to on the Project and/or the Said Apartment And Properties Appurtenant and/or this Agreement and/or the transaction contemplated under this Agreement; and/or then in such an event, each and/or some of the several amounts payable by and/or to be deposited by the Allottee(s) shall accordingly stand increased or decreased, as the case may be, and further some additional amounts may become payable by the Allottee(s), and the Allottee(s) hereby covenant(s)

and undertake(s) to make timely payment/deposit of each of such amounts in terms of the demand(s) and/or revised demands raised by the Promoter provided that in no event shall the Allottee(s) be entitled to call upon the Promoter to refund any amount since then already paid by the Allottee(s) to the Promoter.

- iv) The Allottee(s) shall be bound and obliged to and undertake(s) and covenant(s) to make payment of and/or deposit each amount within the timelines determined/ designated by the Promoter for the same, and while the Promoter shall periodically intimate in writing to the Allottee(s) the amount payable and the Allottee(s) shall make pay/deposit the amount(s) as demanded by the Promoter within the time period and in the manner specified in such intimation, the Allottee(s) has covenanted and undertaken to and further hereby and hereunder covenant(s) and undertake(s) to make payment of the Total Price in terms of the Payment Plan, it being recorded that the Allottee(s) has informed the Promoter that such schedule of payment comprising the Payment Plan is more convenient to/for the Allottee(s), and the Allottee(s) covenant(s) and undertake(s) to make each of such payments as and when the same become due.
- v) The Allottee(s) shall be bound and obliged to and undertake(s) to: (i) deposit with the concerned authorities, the TDS if any deducted, within the 7th (seventh) day of the month succeeding the month of payment; and (ii) issue and hand over to the Promoter, the relevant TDS certificate within the time period stipulated by Applicable Laws, failure whereof shall attract and accrue interest on the amount so deducted for the period of default/delay, such interest to be calculated at the rate prescribed/prevaling under the Applicable Laws governing the subject matter of TDS ("TDS Interest"). Delay caused by the Allottee(s) in fulfilling the aforesaid obligation shall be deemed to be an event of default by the Allottee(s) in his/her/ their/its payment obligations, which shall entail the same consequences as stated in para/**clause 35.5** herein.
- vi) In case the Promoter condones the default of the Allottee(s) in making timely payment of and/or in depositing any amount and/or in depositing the TDS and/or furnishing the TDS certificate within the stipulated timeline(s), then and in such an event, the Allottee(s) shall, along with the outstanding dues and/or arrears, pay to the Promoter, the Interest and/or the TDS Interest, as the case may be, on each of the amounts remaining unpaid/outstanding for the period of default/delay until the date of actual realization thereof together with the administrative charges in terms of the then prevailing policy of the Promoter in respect thereof. Any

condonation granted by the Promoter shall not amount to waiver of the future defaults and/or the breaches and/or delays of/by the Allottee(s) and shall be without prejudice to the other rights of the Promoter.

- vii) Notwithstanding anything to the contrary stated anywhere in this Agreement, any payment made by the Allottee(s) (notwithstanding any specific instruction regarding the same having been given/issued by the Allottee) shall, at the first instance, be applied by the Promoter towards payment of the Interest and the TDS Interest ascertained by the Promoter as due and payable by the Allottee(s), and thereafter, the balance, if any, shall be utilized towards adjustment of the defaulted/delayed payments due from the Allottee(s) as ascertained by the Promoter, and the Allottee(s) authorize(s) and empower(s) the Promoter to so adjust and/or appropriate all payments made by the Allottee(s), and the Allottee(s) undertake(s) not to object to the same and/or to demand/direct the Promoter to adjust the payments in any manner.
  
- viii) All payments shall be made by the Allottee(s) at the office of the Promoter against proper receipts and in no event shall the Allottee(s) be entitled to set up any oral agreement regarding payment or otherwise. Further, all costs in respect of any payment being made by outstation/dollar cheques, shall be borne and paid by the Allottee(s). Furthermore, on the dishonor of any banking negotiable instrument on any ground whatsoever, without prejudice to the other rights and remedies of the Promoter and/or of the Other Entities, the Allottee(s) shall compensate the Promoter and/or the Other Entities for every such dishonor by making payment of Rs.1,500/- (Rupees One Thousand Five Hundred) only and applicable taxes, if any, and the Allottee(s) accept(s) and consent(s) to the same.
  
- ix) In the event the Allottee(s) is/are a Person of Indian Origin and/or a Non-Resident Indian (as such terms are respectively defined/described under the governing Applicable Laws), the Allottee(s) confirm(s) that all remittances shall be made in compliance with all Applicable Laws as modified/revised from time to time, and the Allottee(s) shall provide the Promoter with all certifications, declarations etc. pertaining to/in support thereof.
  
- x) All refunds, if any in terms of this Agreement, even to Non-Resident Indians and/or Persons of Indian Origin shall be made in Indian Rupees unless mandated otherwise by the then prevailing Applicable Laws.

35.3 **ADDITIONAL TERMS AND COVENANTS REGARDING CONSTRUCTION:**

- i) The date stipulated in para/Clause 7.1 hereinabove are hereby and hereunder accepted and confirmed by the Allottee(s) and the Allottee(s) hereby agree(s) and undertake(s) not to raise any objection to the same on any ground whatsoever or howsoever. However, in the event prior to the date stipulated in para/Clause 7.1 hereinabove the Said Apartment And Properties Appurtenant is ready for hand over in terms of this Agreement, the Allottee(s) undertake(s) and covenant(s) not to make or raise any objection to the consequent pre-ponement of his/her/their/its payment obligations, having clearly understood and agreed that the payment obligations of the Allottee(s) are linked inter alia to the progress of construction, and the same is not a time linked plan.
- ii) The rights of the Allottee(s) is limited to ownership of the Said Apartment together right to use the car parking space, if any and the right to use the Common Areas, Amenities and Facilities of the Project and the Allottee(s) hereby accepts the same and shall not, under any circumstances, raise any claim, of ownership, contrary to the above.

35.4 **ADDITIONAL TERMS AND COVENANTS REGARDING POSSESSION/HAND OVER:**

Failure of Allottee(s) to take possession of Said Apartment And Properties Appurtenant: In case the Allottee(s) fails to take possession within the time provided in para 7.2 in the Possession Notice such Allottee(s) shall be liable to pay maintenance charges as specified in para 7.2 from such date as notified in the Possession Notice (Deemed Possession) and also pay demurrage charges to the Promoter at the rate of Rs.5,000/- (Rupees five thousand) only per month or part thereof from the expiry of the time mentioned in the possession letter till such time the Allottees (s) takes the possession of the Said Apartment And Properties Appurtenant.

35.5 **ADDITIONAL TERMS AND COVENANTS REGARDING EVENTS OF DEFAULTS AND/OR CANCELLATION AND/OR TERMINATION, AND ITS CONSEQUENCES:**

- i) In the event the Allottee(s) is in breach of and/or has failed to perform and observe any of his/her/their/its covenants, obligations, representations or warranties under this Agreement and/or the terms and conditions of this Agreement, which breach and/or failure has not been remedied despite having been issued a notice in that regard, the Allottee(s) shall be considered under a condition of default, and an Allottee(s) Event of Default shall be deemed to be occurred.

- ii) Without prejudice to and in addition to the events/grounds stated elsewhere in this Agreement on the occurrence whereof the Promoter shall be entitled to terminate this Agreement (each of which also to be treated as an Allottee(s) Event of Default), on the occurrence of an Allottee(s) Event of Default which continues for a period beyond 30 (thirty) days after notice from the Promoter in this regard (such failure being as determined by the Promoter), then without prejudice to the right of the Promoter to charge and recover from the Allottee(s), Interest and other amounts as stipulated in this Agreement including that for the period of delay, the Promoter shall be entitled, at its option, and is hereby authorized by the Allottee(s), to determine and/or rescind and/or terminate this Agreement provided that the Promoter shall intimate the Allottee(s) about the Promoter's intention to so terminate this Agreement by a written notice of at least 30 (thirty) days prior to such termination.
  
- iii) The Allottee(s) may at any time after the date hereof and without the occurrence of any Promoter Event of Default, but no later than 30 (thirty) days prior to the execution and registration of the Conveyance Deed subject to the terms hereof, by a 30 (thirty) days' notice in writing intimate the Promoter of his/her/their/its intent to terminate this Agreement provided that in view of inter alia the fact that the Promoter has as a consequence of this Agreement blocked the Said Apartment And Properties Appurtenant for the Allottee(s), on the date of termination of this Agreement by the Promoter and/or by the Allottee(s) (as the case may be) in terms hereof, the undernoted mutually agreed amounts shall, without any further act, deed or thing by the Promoter and/or by the Allottee(s) stand forfeited in favour of the Promoter from out of all the sums paid/deposited till such date by the Allottee(s) to/with the Promoter at the specific instructions of the Promoter (irrespective of the account/head towards which such sum may have been paid/deposited by the Allottee(s)), and the balance, if any ascertained by the Promoter as payable by the Allottee(s) to the Promoter, shall forthwith and immediately be paid on demand by the Allottee(s) to the Promoter, and the Allottee(s) accept(s) such consequences and consent(s) to the same:-
  - a) a sum equivalent to 10% (Ten percent) of the Apartment & CP Price together with the applicable Taxes thereon; and
  - b) the Common Expenses and each of the amounts stipulated hereinabove, as applicable, each payable with effect from the Outgoings Payment Commencement Date till the date of termination (being the date of notification/acceptance/receipt by the Promoter of the termination notice, as the case may be);

and

- c) the Interest and/or the TDS Interest, if any due, accrued and payable by the Allottee(s) on any amount, as ascertained by the Promoter; and
  - d) all amounts paid/payable by and/or recoverable from the Allottee(s) towards any of the Taxes; and
  - e) brokerage/commissions paid to any real estate agent/channel partner/broker; and
  - f) the stipulated charges on account of dishonor, if any, of a banking negotiable instrument; and
  - g) stamp duty, registration fees/charges, legal fees and charges and any other fees, charges etc. payable/to be paid/ paid on pertaining to this Agreement and the Deed of Cancellation; and
  - h) further in case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Said Apartment And Properties Appurtenant to another buyer and the Total Price of the Allottee(s) if the current Sale Price is less than the Purchase Price.
- iv) The Allottee(s) accept(s) and confirm(s) that:
- a) bearing in mind that the Said Apartment And Properties Appurtenant, would have been kept blocked by the Promoter for the Allottee(s) till the date of termination (as stated hereinabove) the abovementioned mutually agreed amounts are a fair and reasonable estimate of the loss and damage that would be suffered by the Promoter due to the abovementioned termination, and
  - b) all and/or any amounts collected by the Promoter as Taxes/taxes payable and deposited with the concerned authorities shall not be returned/refunded by the Promoter, and the Allottee(s) shall be free to approach the authorities concerned for refund of such Taxes,
- and the Allottee(s) covenant(s) and undertake(s) not to set up or raise or make or initiate any claim, demand, action etc. contrary to the aforesaid.
- v) In the event after the aforesaid forfeiture, the Promoter ascertains that any amount is to be refunded by the Promoter to the

Allottee(s), such amount will be refunded: (i) without any interest and/or compensation; and (ii) subject to the Allottee(s) executing, at his/her/their/its at the cost and expense, the Deed of Cancellation if so determined by the Promoter; and (iii) only after the Promoter has entered into a fresh agreement in respect of the Said Apartment And Properties Appurtenant Thereto with any other Person(s). The Allottee(s) acknowledge(s) that it is justifiable for the Promoter to refund the amount, if any ascertained as due by the Promoter to the Allottee(s), after expiry of a reasonable period of time after the date on which the Promoter enters into the abovementioned new agreement, in as much as the Promoter would be blocking the Said Apartment And Properties Appurtenant, on account of the Allottee(s), and thus the Allottee(s) agree(s) and covenant(s) not to raise any objection whatsoever or howsoever to the same, and hereby consent(s) to the same.

- v) Notwithstanding the non-execution of the Deed of Cancellation, immediately on the issuance and/or acceptance/receipt of the termination notice by the Promoter, the Allottee(s) shall cease to have any manner of right or claim or demand under this Agreement and/or against the Promoter (save and except receipt of refund, if any, subject to and/or in accordance with the provisions of this para/Clause 34.6) and the Promoter shall stand released and discharged from all its obligations and liabilities under this Agreement, and though none created hereunder, for the avoidance of any doubt, it is confirmed and accepted by the Allottee(s) herein that upon the occurrence of the aforesaid event, any manner of right or interest or claim or demand of the Allottee(s) in respect of/to/over any part or portion of the Land and/or the Project and/or the Said Apartment And Properties Appurtenant Thereto shall automatically and without the execution of any further act, deed or thing by the Allottee(s) and/or the Promoter, stand terminated, cancelled, revoked, surrendered, released, relinquished, disclaimed etc. in favour of the Promoter for all intents and purposes, and the Promoter shall be entitled to deal with the same in such a manner as the Promoter may deem fit and proper.
- vii) It is unequivocally agreed and understood that upon termination or cancellation of this Agreement on the terms stipulated in this Agreement, the Parties hereto shall, if so determined by the Promoter at its sole and absolute discretion, but without prejudice to the provisions of para/Clause 34.5 (v) hereinabove, execute a deed of cancellation for the same (such deed being in such form and containing such particulars and/or covenants and/or stipulations as the Advocate may deem fit and proper) and register the same with the Registering Authority ("**Deed of Cancellation**"), as and when intimated by the Promoter, at the cost and expense of

the Allottee(s). In the event the Allottee(s) fail(s) or refuse(s) to execute and/or register the Deed of Cancellation for any reason whatsoever, the Allottee(s) shall, in addition to his/her/their/its liability stated anywhere in this Agreement, be liable and obliged to and undertake(s) to pay to the Promoter an amount equivalent to 10% (ten percent) of the Total Price together with all costs, expenses, losses, damages etc. as may be suffered, incurred or sustained by the Promoter, each ascertained by the Promoter due to such default of the Allottee(s), with the Allottee(s) hereby and hereunder accepting and confirming that the abovementioned is fair and reasonable, and not in the nature of any penalty, and thus the Allottee(s) accept(s) and confirm(s) the aforesaid, and covenant(s) and undertake(s) not to set up or raise or make or initiate any claim, demand etc. contrary thereto. The Allottee(s) hereby agree(s) and undertake(s) to do, execute and perform all such acts, deed and things and sign, execute, deliver and register (if required) such deeds, documents etc. (in such form and containing such particulars and/or covenants and/or stipulations as the Advocate may deem fit and proper), as may be determined by the Promoter, all at the cost and expense of the Allottee(s).

- viii) Notwithstanding anything elsewhere to the contrary contained in this agreement including in the Schedules hereto, the Allottee(s) expressly acknowledges understands and agrees that in the event of cancellation of the allotment of the Said Apartment And Properties Appurtenant and/or this Agreement in terms of this Agreement by the Promoter or the Allottee(s), as the case may be, in that event the Promoter shall be at liberty to execute, present for registration and register unilaterally a deed of cancellation/extinguishment/declaration recording such cancellation without the requirement of the presence or signature of the Allottee(s) in such deed of cancellation/extinguishment/declaration and the Allottee(s) shall cease or be deemed to have ceased to have any right title or interest in the Said Apartment And Properties Appurtenant/ Building/ Project on and from the date of termination/cancellation.
- ix) Notwithstanding anything elsewhere to the contrary contained in this agreement that it is will not be necessary for the Promoter to complete and install all the Common Areas and Installations, facilities and amenities before giving possession to the Allottee(s). The said apartment shall be deemed to be in a habitable condition as soon as the same is completed internally in accordance with the specifications mentioned in the **Part - III** of the **Schedule B** hereunder written, the entrance lobby of the Project and at least one lift of the building is made operative and water drainage sewerage and provisional electricity connection are provided in or



for the said apartment. The Allottee(s) shall not withhold or make any delay in payment of the consideration money to the Promoter after receiving the possession notice for not making over the part or portion of the Common areas and Installations, facilities and amenities which would be under construction at that time.

- x) The Promoter shall have the exclusive right to put up any neon sign, hoardings and other display materials of “Vinayak Group” on any part or portion of the Common Areas and the Allottee(s) agrees and acknowledges that the Promoter shall be entitled to put up such neon sign, hoardings and other display materials on any part or portion of the Common Areas

35.6 **ADDITIONAL TERMS AND COVENANTS REGARDING THE DEED OF CONVEYANCE:**

- i) After and subject to compliance by the Allottee(s) of each of his/her/their/its obligations to the satisfaction of the Promoter including but not limited to receipt by the Promoter of each of the several amounts due and payable by and/or to be deposited by the Allottee(s) (each as ascertained by the Promoter), and further subject to the Allottee(s) depositing with and/or making payment to the Promoter and/or to the concerned Governmental Authority of each of the amounts stipulated in this Agreement including those stipulated in para/Clause 35.7(iii) hereinbelow and furthermore subject to the Allottee(s) not having committed any breach, violation, contravention etc. of any of the terms and conditions as stipulated herein and as determined by the Promoter, the Promoter and the Allottee(s) shall take steps to execute in favour of the Allottee(s), the deed of conveyance, whereby and whereunder the title in respect of the Said Apartment and right to use of car parking space, if any shall be transferred and conveyed in favour of the Allottee(s), while the title in respect of the indivisible share in the Common Areas (Undivided Share) shall be transferred and conveyed in favour of the Association, such deed of conveyance (s) being in such form and containing such particulars and/or covenants and/or stipulations as drafted by the Advocate of the Promoter (**“Conveyance Deed”**), on such date as may be determined by the Promoter provided that in the absence of any Applicable Law, the Promoter shall subject to the afore stated and further unless prevented by a Force Majeure Event, comply with its aforesaid obligation within 3 (three) months from the date of issuance of the Completion Certificate or within such time period as may be prescribed under the Act and/or Rules. If the formation of the Association does not take place prior to the agreed and/or prescribed date for execution or Conveyance Deed in respect of the Said Apartment in favour of the Allottee(s), then the transfer of the share in the Common Areas may be

completed in favour of the Allottee(s) in trust and for the ultimate ownership of the Association and any related documentation and acts deeds and things shall be done by the Allottee(s) and all stamp duty and other taxes, charges or costs to implement such transactions shall be borne and paid by the Allottee(s)

- ii) In addition to the amounts stated elsewhere in this Agreement, the Allottee(s) shall further be liable and responsible to and hereby and hereunder covenant(s) and undertake(s) to bear and pay inter alia: (i) the entire stamp duty, registration fees and other fees, taxes and charges as may be levied from time to time by the government and/or any other authority(ies) and/or any Governmental Authority on the afore stated transfer of the Said Apartment and right to use of car parking space, if any and/or the Undivided Share, including those applicable/prevaling at the time of registration of the Conveyance Deed. It being further clarified that all costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of any conveyance deed of the Common Areas shall be borne and paid by all owners and allottee(s) of units in the Project on pro rata basis.

35.7 **ADDITIONAL TERMS AND COVENANTS REGARDING MAINTENANCE OF THE SAID BUILDING/ SAID APARTMENT AND PROPERTIES APPURTENANT/PROJECT:**

- i) The Allottee(s) along with the other allottees in the said Project shall join and form and register an organization or society or association or condominium or a limited company as determined by the Promoter (hereinafter referred to as the said "Association") to be known by such name as the Promoter may decide. For the said purpose the Allottee(s) shall sign and execute application for registration and/or membership and other papers and documents as necessary for the formation and registration of such Association and for becoming a member, including bye laws of the proposed Association. The Allottee shall duly fill in sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee(s) so as to enable the Promoter to register the Association of the Allottee(s). Changes or modifications, if any, are to be made in the draft bye laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies as the case may be, or any other Competent Authority. The Promoter shall not be liable for any claims or penalties for delay in forming the Association, on account of any delay of the unit owners in complying with the above.
- ii) The Promoter may become a member of the Association to the

extent of all unsold and/or un-allotted units, areas and spaces in the Project.

- iii) The Allottee(s) hereby agrees and confirms that from the Outgoings Payment Commencement Date, the Allottee(s) shall be liable to bear and pay the proportionate share towards the outgoings in respect of the said Project (Common Expenses and expenses incurred for Common Purposes and expenses namely local taxes, betterment charges or such other levies by the concerned local authority and/or government water charges, insurance, common lights, annual maintenance charges, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the same) irrespective of whether the Allottee(s) is in occupation of the said Apartment or not and construction activity is continuing in adjacent tower/ buildings and infrastructure, facilities and amenities are not fully completed. The Allottee(s) further agrees that till the Allottee's share is so determined, the Allottee(s) shall pay to the Promoter provisional monthly contribution of maintenance charges and lump sum Maintenance Deposit towards the outgoings as mentioned in Para/ Clause 1.2 for such expenses. The Allottee(s) shall continue to pay all such outgoings as imposed by the competent authorities and / or concerned local authorities and proportionate charges to the Promoter, as may be demanded, from time to time.
- iv) In case of failure of the Allottee(s) to pay the maintenance Charges or other charges on or before the due date, the Allottee(s) in addition to permitting the Promoter and/or Maintenance Company to deny him the maintenance services, facilities, amenities, disconnection of water supply, disconnection of electricity/DG back up etc. and also charging interest @ 2% per men sum on the due amount.
- v) Upon the said Association being formed and registered, the rights, benefits and interests of the Allottee(s) shall be governed and regulated by the bye-laws, rules and regulations thereof, but expressly subject to the terms, conditions, convents, stipulations and provisions of this Agreement. The Allottee(s) hereby agrees to abide by all the rules and regulations framed by the Maintenance Company /Promoter as may be framed by the Maintenance Company /Promoter from time to time for the upkeep and maintenance of the Project.

35.8 **ADDITIONAL TERMS ON DEFECT LIABILITY:**

The Clause 12 hereinabove shall be subject to the condition that the Promoter shall not be liable to rectify any defect occurring

under the following circumstances:

- i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee(s) taking over possession of the Said Apartment And Properties Appurtenant, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- ii) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee(s), the Promoter will not take any responsibility of any defect 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 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(s) after taking actual physical possession of the Said Apartment And Properties Appurtenant, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;
- 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 needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.
- vi) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee(s) or his / her agents in the manner in which same is required to be maintained.
- vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor

workmanship or manufacture thereof.

- viii) Any defect due to force majeure.
- ix) Failure to maintain the amenities / equipments.
- x) Due to failure of AMC.
- xi) Regular wear and tear.
- xii) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Allottee(s), without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause 12 hereinabove.

35.9 **ADDITIONAL TERMS AND COVENANTS REGARDING THE RIGHT OF THE PROMOTER TO CREATE CHARGE/MORTGAGE:**

- i) Notwithstanding anything contained herein, by the execution of this Agreement the Allottee(s) has/have provided and hereby and hereunder confirm(s) his/her/its/their consent to the Promoter to/for the creation of any mortgage, security, charge or other Encumbrances over and in respect of the Said Land and/or the Building and/or any part or portion thereof in favour of any bank and/or financial institution and/or any other persons providing loan and/or financial assistance to the Promoter for the purpose of development of the Project provided that no such mortgage, security, charge or other Encumbrances shall in any manner affect the right, title and interest of the Allottee(s). For the avoidance of any doubt it is clarified that this Agreement by itself shall be treated as the written consent of the Allottee(s) for creation of charge/ mortgage over any part or portion of the Said land and/or the Building, and no separate consent of the Allottee(s) shall be required for the said purpose.
- ii) The Promoter undertakes to cause the said bank(s)/financial institution(s) to: (a) issue, if necessary, a no-objection letter in favour of the Allottee(s)/financier bank(s)/ financial institution(s) / any other persons to enable the Allottee(s) to take a home loan from any bank or financial institution for financing the purchase of the Said Apartment And Properties Appurtenant; and (b) upon

receipt by the Promoter from the Allottee(s) (to the complete satisfaction of the Promoter), of the full payment and/or deposit, as the case may be, of all sums, amounts etc. payable/to be deposited by the Allottee(s) in terms of this Agreement, before execution of the Conveyance Deed in favour of the Allottee(s), subject to the terms of this Agreement, the Promoter shall cause the mortgage, security, charge or other Encumbrances, if any created by the Promoter over and in respect of the Said Apartment And Properties Appurtenant Thereto, to be discharged and/or released.

35.10 **ADDITIONAL TERMS AND COVENANTS REGARDING THE RIGHT OF THE PROMOTER TO CREATE CHARGE/MORTGAGE:**

a) **Allottee's Covenants:**

The Allottee(s) covenants with the Promoter (which expression shall for the purpose of includes the Association, wherever applicable) and admits and accepts that:

i) **Allottee(s) aware of and satisfied with common areas amenities and facilities and specifications:**

The Allottee(s), upon full satisfaction and with complete knowledge of the Common Areas, Amenities and Facilities and Specifications and all other ancillary matters, is entering into this Agreement. The Allottee(s) has examined and is acquainted with the Project and has agreed that the Allottee(s) shall neither have nor shall claim any right over any portion of the Project save and except the said Apartment And Properties Appurtenant.

ii) **Allottee(s) to mutate and pay rates & taxes:**

The Allottee(s) shall (1) pay all fees and charges and cause mutation in the name of the Allottee(s) in the records of the South Dum Dum Municipality, within 30 (thirty) days from the date of taking conveyance deed of the said Apartment And Properties Appurtenant (Date of Conveyance) and (2) pay the rates & taxes (proportionately for the Project and wholly for the Said Apartment And Properties Appurtenant from the date of possession notice and until the Said Apartment And Properties Appurtenant is separately mutated and assessed in favour of the Allottee(s), on the basis of the bills to be raised by the Promoter/Association (upon formation), such bills being conclusive proof of the liability of the Allottee(s) in respect thereof. The Allottee(s) further admits and accepts that the Allottee(s) shall not claim any deduction or abatement in the aforesaid bills.

iii) **Allottee(s) to pay maintenance charge:**

The Allottee(s) shall pay maintenance charge on the basis of bills to be raised by the Promoter or Association (upon formation), such bills being conclusive proof of the liability of the Allottee(s) in respect thereof. The Allottee(s) further admits and accepts that (1) the Allottee(s) shall not claim any deduction or abatement in the bills relating to maintenance charge and (2) the maintenance charge shall be subject to variation from time to time, at the sole discretion of the Promoter or Association (upon formation).

**iv) Charge/Lien:**

The Promoter shall have first charge and/or lien over the Said Apartment And Properties Appurtenant for all amounts due and payable by the Allottee(s) to the Promoter provided however if the Said Apartment And Properties Appurtenant is purchased with assistance of a bank/financial institution/other persons, then such charge/lien of the Promoter shall stand extinguished on the bank/financial institution/other persons provided all dues payable to the Promoter are cleared by the Allottee(s) and/or such bank/financial institution/other persons.

**v) Car Parking:**

That at the request of the Allottee(s), the Promoter hereby permits the Allottee(s) to use the number of Car Parking Spaces, if any, as set out in Part - II of Schedule B hereto within the Project on the Said Land. The allocation of these spaces shall be at the sole discretion of the Promoter and the Allottee(s) hereby agrees to the same. The Allottee(s) is aware that the Promoter has in the like manner allocated / shall be allocating other car parking spaces as sanctioned by the authorities to other Allottee(s) in the Project and undertakes not to raise any objection in that regard and the rights of the Promoter to raise any such objection shall be deemed to have been waived. The Allottee(s) hereby further warrants and confirms that the Allottee(s) shall, upon formation of the Association and/or execution of Deed of Conveyance, as contemplated herein, cause such Association to confirm and ratify and shall not permit the Association to alter or change the allocation of Car Parking Spaces in the manner allocated by the Promoter to the various Allottees (including the Allottee(s) herein) of the Apartments in the Building/Tower and the Project.

The Allottee is aware that the Car Parking Space, if any, shall inter alia comprise of mechanised parking system which will always be a dependent parking. A parking facility is dependent if the to and fro movement of the vehicle from the allotted parking space to the driveway is dependent upon moving another parked vehicle. It has been agreed that the Allottees of two different Apartment may be

allotted the same set of mechanized parking system which would have the provision to park two medium sized cars. The Allottee who parks the car earlier shall park it at the upper level and the Allottee who comes later shall park the car at the lower level of the mechanized parking system. As and when the Allottee who has parked the car at the upper level wishes to take out the car, the Allottee of the lower level shall co operate and remove his car.

The Allottee(s) agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the open parking areas, if any, to any other Allottee(s) nor to disturb the use of the allotted parking space by the concerned Allottee(s).

**vi) Environmental Clearances:**

The Allottee(s) is made aware that the promoter may be required to obtain new/revised/amended environmental clearances from time to time during the course of the said construction and the Allottee(s) hereby giving their irrevocable consent and/or permission to promoters for applying and obtaining such new/revised/amended Environmental Clearance Certificate in this regard.

**vii) Future Contingency and Covenant of Allottee(s):**

The Allottee(s) agrees that these terms and conditions for sale and transfer of the Said Apartment And Properties Appurtenant 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 Promoter may deem appropriate or as may be directed by appropriate authorities or as may be made by the Promoter in view of applicable laws, rules and regulations. The Allottee(s) agrees to render all cooperation to the Promoter in this regard as and when called upon by the Promoter without any claim demand demur or protest.

**b) Obligations of Allottee(s):**

**The Allottee(s) shall:**

**(i) Co-operate in management and maintenance:**

Co-operate in the management and maintenance of the Common Areas facilities and amenities by the Promoter/Association (upon formation), as applicable.

**(ii) Observing Rules:**

Observe the rules framed from time to time by the Promoter/Association (upon formation) for the beneficial



common enjoyment of the Common Areas, facilities and amenities.

- (iii) **Paying Electricity Charges:**  
Pay for electricity and other utilities consumed in or relating to the Said Apartment from the date of fit out.
- (iv) **Meter and Cabling:**  
Be obliged to draw electricity lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other apartment owners. The main electricity meter shall be installed only at the space designated for common meters. The Allottee(s) shall under no circumstances be entitled to affix, draw or string wires, cables, dish antennae or pipes from, to or through any part or portion of and outside walls of the building in which the Apartment is located save in the manner indicated by the Promoter/Association (upon formation).
- (v) **Residential Use:**  
Use the Apartment for residential purpose only. Under no circumstances shall the Allottee(s) use or allow the Apartment to be used for commercial, industrial or other non-residential purposes. The Allottee(s) shall also not use or allow the Apartment to be used as a religious establishment, hotel, guesthouse, service apartment, mess, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- (vi) **Maintenance of Apartment:**  
Repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Apartment, at the cost of the Allottee(s).
- (vii) **Use of Common Toilets:**  
Ensure that the domestic help/service providers visiting the said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.
- (viii) **Use of Spittoons / Dustbins:**  
Use the spittoons / dustbins located at various places in the Project.
- (ix) **No Alteration:**  
Not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the said Apartment and the building

and (2) design and/or the colour scheme of the windows, grills and the main door of the said Apartment.

- (x) **No Structural Alteration and Prohibited Installations:**  
Not alter, modify or in any manner change the structure or any civil construction in the said Apartment and the building. The Allottee(s) shall not install any dish-antenna on the balcony and/or windows of the Building and/or on any external part of the Building and/or the roof thereof. In the event the Promoter and/or the Association coming to know of any change made by the Allottee(s) then the Promoter and/or the Association shall be entitled to demolish the changes and restore the said Apartment at the cost of the Allottee(s). In the event any change is made by the Allottee(s) after the date of Deed of Conveyance, then also the Promoter and/or the Association shall be entitled to demolish the changes and restore the said Apartment to its original position at the cost of the Allottee(s). The Allottee(s) shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Allottee(s).
- (xi) **No Air Conditioning Without Permission:**  
Not to install any window air-conditioning units anywhere in the said Apartment and not to change the manner of installation of air-conditioners in the bedrooms (if any) and in such areas where air-conditioners are not installed by the Promoter to install air-conditioners only in designated areas as approved by Promoter.
- (xii) **No Collapsible Gate:**  
Not install any collapsible gate outside the main door / entrance of the said Apartment.
- (xiii) **No Grills:**  
Not install any grill on the balcony or verandah.
- (xiv) **No Sub-Division:**  
Not to sub-divide the said Apartment and the Common Areas, under any circumstances.
- (xv) **No Change of Name:**  
Not to change/alter/modify the name of the Project from that mentioned in this Agreement.
- (xvi) **No Nuisance and Disturbance:**  
Not to use the said Apartment or the Common Areas or the parking space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause

nuisance or annoyance to other occupants of the Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.

(xvii) **No Storage:**

Not to store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.

(xviii) **No Obstruction to Promoter/Association:**

Not to obstruct the Promoter/ Association (upon formation) in their acts relating to the common areas, amenities and facilities and not obstruct the Promoter in constructing on other portions of the Building and/or the Project and selling or granting rights to any person on any part of the said Building.

(xix) **No Obstruction of Common Areas:**

Not to obstruct the pathways and passages of the Common Areas or use the same for any purpose other than for ingress to and egress from the said Apartment.

(xx) **No Violating Rules:**

Not to violate any of the rules and/or regulations laid down by the Promoter / Association (upon formation) for the use of the common amenities and facilities.

(xxi) **No Throwing Refuse:**

Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefor.

(xxii) **No Injurious Activities:**

Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the said Apartment, the parking space, if any, the said Building, the Common Areas, including but not limited to acts of vandalism, putting up posters and graffiti.

(xxiii) **No Storing Hazardous Articles:**

Not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said Apartment, the Common Areas, and the Building.

(xxiv) **No Signage:**

Not to put up or affix any sign board, name plate or other things or other similar articles in the Common Areas, inside or outside the windows and/or the outside walls of the said Apartment/said Building save at the place or places provided therefor provided that this shall not prevent the Allottee(s) from

displaying a standardized name plate outside the main door of the said Apartment.

(xxv) **No Floor Damage:**

Not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.

(xxvi) **No Installing Generator:**

Not to install or keep or run any generator in the Said Apartment.

(xxvii) **No Misuse of Water:**

Not to misuse or permit to be misused the water supply to the said Apartment.

(xxviii) **No Damage to Common Portions:**

Not to damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Allottee(s) or the family members, invitees, servants, agents or employees of the Allottee(s), the Allottee(s) shall compensate for the same.

(xxix) **No Hanging Clothes:**

Not to hang or cause to be hung clothes from the balconies of the Said Apartment.

(xxx) **No Smoking in Public Places:**

Not to smoke in public areas of the Building (s) and not to throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but to dispose them in dustbins after ensuring that the fire is fully extinguished from such cigarettes.

(xxxi) **No Plucking Flowers:**

Not to pluck flowers or stems from the gardens.

(xxxii) **No Littering:**

Not to throw or allow to be thrown litter in the Common Areas of the said Building/Project.

(xxxiii) **No Trespassing:**

Not to trespass or allow trespass over lawns and green plants within the Common Areas.

(xxxiv) **No Overloading Lifts:**

Not to overload the passenger lifts and move goods only through the staircase of the Building.

(xxxv) **No Use of Lifts in Case of Fire:**

Not to use the lifts in case of fire.

**(xxxvi) No Covering of Common Portions:**

Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment.

**(xxxvii) Pay Goods & Service Tax:**

To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Allottee(s) to the Promoter / Association in terms of this Agreement as also to pay all others taxes payable by the Allottee(s) in terms of this Agreement.

**(xxxviii) Notification regarding Letting/Transfer:**

If the Allottee(s) lets out or transfers the said Apartment, the Allottee(s) shall immediately notify the Promoter/Association (upon formation) of the tenant's/transferee's address and telephone number.

**(xxxix) No Right in Other Areas:**

The Allottee(s) shall not have any right, title and interest, claim or entitlement whatsoever over or in respect of the Project/Building (s) save and except the said Apartment and the share in the Common Areas of the Project.

**(xl) Restriction regarding Pets:**

Pets shall be immunized and be kept on a leash while in the common areas of the project. It shall be the responsibility of the pet owner to arrange cleaning up if they relieve themselves anywhere within the project campus which is not a designated place. Preference should be given to the fellow residents/visitors if they are not comfortable with the pets boarding the same elevator.

**(xli) Restriction regarding slaughtering:**

NOT to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said Property.

**c) Indemnity:**

The Allottee(s) shall keep the Promoter indemnified of from and against all actions, proceedings, damages, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Promoter and/or the Association (upon formation) relating to the said Building/Project or any part thereof or to any person due to any negligence or any act, deed, thing or omission made, done or

occasioned by the Allottee(s) or the servants / agents / licensees / invitees / visitors of the Allottee(s) and/or any breach or non-observance by the Allottee(s) of the Allottee(s)'s covenants and/or any of the terms herein contained.

d) **Documentation for Loan:**

The Promoter shall provide to the Allottee(s) all available documents so that the Allottee(s) may get loan from banks and financial institutions, if required by the Allottee(s).

35.11 **ADDITIONAL TERMS AND COVENANTS REGARDING REGULARIZATION FEES:**

Subject to the Promoter agreeing to any change in the plans of the said Apartment, the Allottee shall be liable to pay Rs.30/- per square feet as the regularization fees payable to the Promoter.

35.12 **ADDITIONAL TERMS AND COVENANTS REGARDING TRANSFER AND/OR NOMINATION BY THE ALLOTTEE(S):**

The Allottee(s) admits and accepts that after the Lock in period of 12 months and before the execution and registration of conveyance deed of the said Apartment And Properties Appurtenant the Allottee(s) may nominate this agreement any time before the registration of the Deed of Conveyance, subject to the following conditions:

- (i) The profile of the Transferee is accepted by the Promoter;
- (ii) The Allottee(s) shall make payment of all dues, including any interest for delay, to the Promoter in terms of this Agreement, up to the time of nomination;
- (iii) A nomination fee equivalent to 2% (two percent) of the Apartment & CP Price together with applicable taxes, if any, shall be payable to the Promoter. The Promoter shall consent to such nomination only upon being paid the fee / charge as aforesaid;
- (iv) All amounts agreed to be payable by the allottee(s) intending to nominate this Agreement has already been paid to the Promoter;
- (v) Any such nomination or alienation shall be subject to the terms conditions agreements and covenants contained hereunder and on the part of the Allottee(s) to be observed fulfilled and performed;

- (vi) All stamp duty and registration charges, legal fees and other charges and outgoings as may be occasioned due to aforesaid transfer/nomination/assignment/alienation shall be payable by the Allottee(s) or its transferee.

**SCHEDULE "A"**

**Part - I**

**[LAND]**

**ALL THAT** the parcel of land containing an area of **298.76 (Two Hundred and Ninety Eight Point Seven Six) Decimals** equivalent to 9 Bighas 12 Chittaks be the same a little more or less as per deed and 285.92 (Two Hundred and Eighty Five Point Ninety Two) Decimals equivalent to 8 Bighas 12 Cottahs 15 Chittaks 30 sq.ft. be the same a little more or less as per physical measurement situate lying at Holding No.4, Amalangshu Sen Road (formerly No.3 Amalangshu Sen Road and theretofore No.30, S.K. Deb Road), Police Station-Lake Town (formerly Dum Dum), Ward No.31, within the limits of the South Dum Dum Municipality, Kolkata -700 048, comprised in R.S./L.R. Dag Nos.854 (measuring 0.0337 acre out of 0.0675), 855 (measuring 0.1837 acre), 856 (measuring 0.5312 acre), 857 (measuring 2.2187 acre) and 858 (measuring 0.0203 acre out of 0.0406) recorded in L.R. Khatian Nos. 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1047, 1048, 1049, 1050, 1051, 1052, 1057, 1058, 1059, 1060, 1061, 1109, 1114, 1113, 1115, 1116, 1117 and 1118 in Mouza Dakhin Daree (formerly Nij Dakhin Daree), J.L. No.25, Sub Registry Office A.D.S.R. Bidhannagar, Salt Lake City, District North 24 Parganas (formerly 24 Parganas) and butted and bounded in the manner following:-

<b>ON THE NORTH</b>	:	By Partly by Amalangshu Road and partly by private houses;
<b>ON THE EAST</b>	:	By Ujjas Housing Complex;
<b>ON THE SOUTH</b>	:	By Property of Sadhana Aushdhalaya;
<b>ON THE WEST</b>	:	By Amlangshu Sen Road.

**Part - II**

**[TITLE]**

A. By an Indenture of Conveyance dated 14<sup>th</sup> December, 1903 made between one Rajessur Mullick as Vendor therein and one Beharilal Mehta and his brother Hazarilal Mehta as Purchasers therein and registered with the Sub-Registrar, Calcutta in Book No.I, Volume No.60, Pages 220 to 227, Being No.2180 for the year 1903, the said Rajessur Mullick at and for the consideration therein mentioned granted transferred and conveyed unto and in favour of said Beharilal Mehta and Hazarilal Mehta **ALL THAT** the brick built house buildings messuages tenements hereditaments out-houses and premises together with the pieces and parcels of land thereunto belonging and appertaining thereto containing an area of 09 Bighas more or less situate and lying at Dakshin Dahri Road and being Holding Nos.26, 28, 44

and a portion of Holding No.43, Division II, Dihi Ultadanga, Sub-Division VI, Mouza Nij Dakshin Dahri, Touzi No.1298, Police Station- Dumdum (now Lake Town), the then District 24-Parganas (now North 24-Parganas) (hereinafter referred to as the **said Land**).

B. Said Hazarilal Mehta who during his lifetime was a Hindu governed by the Mitakshara School of Hindu Law, died intestate and issueless in or about the year 1919 leaving him surviving his two brothers said Beharilal Mehta and another brother Kishorilal Mehta as his only heirs, who both upon his death inherited and became entitled to his undivided one-half part or share of and in the said Land absolutely in equal shares therein.

C. Thus said two surviving brothers Beharilal Mehta and Kishorilal Mehta became the absolute owners of the said Land in the ratio of undivided three-fourth ( $3/4^{\text{th}}$ ) share and undivided one-fourth ( $1/4^{\text{th}}$ ) share respectively therein.

D. Said Beharilal Mehta who during his life time was a Hindu governed by the Mitakshara School of Hindu Law, died intestate in or about the year 1921 leaving him surviving his three sons Murarilal Mehta, Manoharlal Mehta and Govindlal Mehta as his only heirs, who all upon his death inherited and became entitled to his undivided three-fourth ( $3/4^{\text{th}}$ ) share of and in the said Land absolutely in equal shares.

E. Subsequently, Cadastral Survey was conducted and under the Survey Plan, the said Land was identified and/or earmarked in the following manner:

C.S. Dag Nos.	Recorded Area (acres)
854	0.0337
855	0.1837
856	0.5312
857	2.2187
858	0.0203
Total Area (acres)	2.9876 acres (equivalent to 09 bighas i.e. 180 Cottahs)

F. The names of said i) Murarilal Mehta, ii) Manoharlal Mehta, iii) Govindlal Mehta and iv) Kishorilal Mehta were duly recorded as Owners of the said Land in equal one-fourth ( $1/4^{\text{th}}$ ) share in the C.S. Record of Rights under C.S. Khatian No.295.

G. Said Kishorilal Mehta, who during his life time was a Hindu governed by the Mitakshara School of Hindu Law, died intestate in or about the year 1931 leaving him surviving his two sons Girdharilal Mehta and Harilal Mehta as his only heirs, who both upon his death inherited and became entitled to his undivided one-fourth ( $1/4^{\text{th}}$ ) share of and in the said Land absolutely in equal shares.



H. The said Land was subsequently inducted into the limits of the South Dum Dum Municipality and assessed and numbered as Holding No.30, S.K. Deb Road and thereafter as Holding No.3, Amalangshu Sen Road, Kolkata-700 048 and is presently numbered as Holding/Premises No.4, Amalangshu Sen Road, within Ward No.31 of the said municipality.

I. In or about the year 1950 said i) Murarilal Mehta, ii) Manoharlal Mehta, iii) Govindlal Mehta, iv) Girdharilal Mehta and v) Harilal Mehta, all being co-parceners of the Joint Hindu Family named "Murarilal Girdharilal HUF" threw their respective undivided shares in the said Land into the common stock of their said Joint Hindu Family – Murarilal Girdharilal HUF represented by its Karta the said Murarilal Mehta with the understanding and agreement that each of the five co-parcenary branches would have undivided equal one-fifth ( $1/5^{\text{th}}$ ) co-parcenary interest in the said Land and whereupon and accordingly each co-parcenary branch became entitled to undivided  $1/5^{\text{th}}$  co-parcenary interest in the said Land.

J. Said Murarilal Mehta who during his life time was a Hindu governed by the Mitakshara School of Hindu Law died intestate and as issueless and widower in the year 1963 and upon his death his  $1/5^{\text{th}}$  (one-fifth) co-parcenary interest in the said Land devolved upon his said two brothers Manoharlal Mehta and Govindlal Mehta in equal one-half shares absolutely. Pushpa Mehta, wife of Murarilal Mehta had predeceased him in the year 1962.

K. Upon the death of Murarilal Mehta, the next eldest male member of the said Murarilal Girdharilal HUF, Girdharilal Mehta became Karta thereof and the surviving four co-parceners thereof namely Manoharlal Mehta, Govindlal Mehta, Girdharilal Mehta and Harilal Mehta became entitled to the said Land in the shares mentioned corresponding to their respective names below:

	Names	Share
(i)	Manoharlal Mehta	$3/10^{\text{th}}$
(ii)	Govindlal Mehta	$3/10^{\text{th}}$
(iii)	Girdharilal Mehta	$1/5^{\text{th}}$
(iv)	Harilal Mehta	$1/5^{\text{th}}$

L. Said Manoharlal Mehta and Govindlal Mehta with the consent of their respective family members decided and agreed that each of the aforesaid surviving four co-parcenary branches of the said Murarilal Girdharilal HUF constituting of i) Manoharlal Mehta, ii) Govindlal Mehta, iii) Girdharilal Mehta and iv) Harilal Mehta would have equal undivided one-fourth ( $1/4^{\text{th}}$ ) share of and in the said Land and accordingly Manoharlal Mehta, Govindlal Mehta, Girdharilal Mehta and Harilal Mehta blended and/or adjusted their respective undivided co-parcenary interest in the said Land and whereupon each of the said four co-parcenary branches of the said Murarilal Girdharilal HUF became entitled to undivided equal one-fourth ( $1/4^{\text{th}}$ ) co-parcenary

interest in the said Land.

**M.** Said Girdharilal Mehta during his life time constituted a separate Joint Hindu Family of his branch by the name of "Shrilal Surendralal HUF" constituting of himself and his sons Shrilal Mehta and Surendralal Mehta as its coparceners and in due course during his life time he made his elder son Shrilal Mehta the Karta of the said Shrilal Surendralal HUF.

**N.** Said Manoharlal Mehta during his lifetime constituted a separate Hindu Undivided Family of his branch by the name of "Madhavlal Pradeeplal HUF" constituting of himself and his son Madhavlal Mehta as its coparceners and in due course during his lifetime made his son Madhavlal Mehta the Karta of the said Madhavlal Pradeeplal HUF.

**O.1** Said Govindlal Mehta during his lifetime also constituted a separate Joint Hindu Family of his branch by the name of "Gourilal Damodaral HUF" constituting of himself and his sons Gourilal Mehta and Damodaral Mehta as its coparceners.

**O.2** Said Govindlal Mehta who during his life time was a Hindu governed by the Mitakshara School of Hindu Law, died intestate on 08<sup>th</sup> January 1970 and upon his death his co-parcenary interest in the said Gourilal Damodaral HUF devolved absolutely upon his two sons Gourilal Mehta and Damodaral Mehta and wife Annapurna Mehta.

**O.3** Said Annapurna Mehta died on 04<sup>th</sup> March 1989.

**O.4** Upon the death of Govindlal Mehta, the said Joint Hindu Family by the said name of Gourilal Damodaral HUF continued and his elder son Gourilal Mehta became its karta.

**P.** The said Harilal Mehta also during his life time also constituted a separate Joint Hindu Family of his branch by the name of "Shankarlal Keshavlal HUF" constituting of himself and his sons Shankarlal Mehta and Keshavlal Mehta as its coparceners and in due course during his life time he made his elder son Shankarlal Mehta the karta of said Shankarlal Keshavlal HUF.

**Q.1** By and under a Memorandum dated 14<sup>th</sup> May 1974 made between (i) said Girdharilal Mehta as Karta of the said Bigger Joint HUF by name of MurarilalGirdharilal HUF therein referred to as the Party of the First Part, (ii) said Shrilal Mehta as Karta of the said Shrilal Surendralal HUF therein referred to as the Party of the Second Part, (iii) said Madhavlal Mehta as Karta of the said Madhavlal Pradeeplal HUF therein referred to as the Party of the Third Part, (iv) said Gourilal Mehta as Karta of the said GourilalDamodaral HUF therein referred to as the Party of the Fourth Part and (v) said Shankarlal Mehta as the Karta of the said Shankarlal Keshavlal HUF therein referred to as the Party of the Fifth Part, the Parties thereto of

the Second, Third, Fourth and Fifth Parts, being the only constituents of the said Murarilal Girdharilal HUF, with the consent of its Karta Girdharilal Mehta (being the Party thereto of the First Part) dissolved the said Murarilal Girdharilal HUF.

Q.2 Upon such dissolution the said Land was allotted to the four constituents of the said Bigger Joint HUF namely Murarilal Girdharilal HUF, being the Parties of the Second, Third, Fourth and Fifth Parts to the said Memorandum dated 14<sup>th</sup> May 1974, namely (i) Shrilal Surendralal HUF represented by its Karta Shrilal Mehta, (ii) Madhavlal Pradeeplal HUF represented by its Karta Madhavlal Mehta, (iii) Gourilal Damodaralal HUF represented by its Karta Gourilal Mehta and (iv) Shankarlal Keshavlal HUF represented by its Karta Shankarlal Mehta respectively in equal undivided one-fourth(1/4<sup>th</sup>) shares absolutely and severally in the following manner :

1.	Shrilal Surendralal HUF represented by its karta Shrilal Mehta	1/4 <sup>th</sup> share
2.	Madhavlal Pradeeplal HUF represented by its karta Madhavlal Mehta	1/4 <sup>th</sup> share
3.	Gourilal Damodaralal HUF represented by its karta Gourilal Mehta	1/4 <sup>th</sup> share
4.	Shankarlal Keshavlal HUF represented by its karta Shankarlal Mehta	1/4 <sup>th</sup> share

R. Said Shrilal Surendralal HUF, a Joint Hindu Family represented by its Karta Shrilal Mehta became the absolute owner of undivided one fourth (1/4<sup>th</sup>) share of and in the said Land in the following manner:

- (i) As aforesaid, said Girdharilal Mehta during his lifetime constituted a separate Joint Hindu Family of his branch by the name of Shrilal Surendralal HUF constituting of himself and his sons Shrilal Mehta and Surendralal Mehta as its coparceners and made his elder son Shrilal Mehta the karta of Shrilal Surendralal HUF.
- (ii) Girdharilal Mehta died, intestate, on 07<sup>th</sup> April 1998 and upon his death, the said Joint Hindu Family by the name of Shrilal Surendralal HUF continued and his elder son Shrilal Mehta continued to hold office of the Karta of Shrilal Surendralal HUF and his co-parcenary interest in the undivided one-fourth (1/4<sup>th</sup>) share of and in the said Land succeeded to and/or devolved upon his two sons Shrilal Mehta and Surendralal Mehta absolutely, Wife of Girdharilal Mehta namely Jawahar Kaur Mehta had predeceased him on 04<sup>th</sup> June, 1968.
- (iii) Thus the said Shrilal Surendralal HUF, a Joint Hindu Family, represented by its Karta Shrilal Mehta and constituting of himself and his brother Surendralal Mehta as its co-perceners

became and is the absolute owner of the undivided one-fourth (1/4<sup>th</sup>) share of and in the said Land.

S. Said Madhavlal Pradeeplal HUF, a Joint Hindu Family represented by its Karta Pradeeplal Mehta became the absolute owner of undivided one-fourth (1/4<sup>th</sup>) share of and in the said Land in the following manner:

- (i) As aforesaid, said Manoharlal Mehta during his lifetime constituted a Joint Hindu Family of his branch by the name of Madhavlal Pradeeplal HUF comprising of himself and his son Madhavlal Mehta as its coparceners and made his son Madhavlal Mehta the Karta of the said Madhavlal Pradeeplal HUF.
- (ii) Said Manoharlal Mehta died intestate on 14<sup>th</sup> October 1993 and upon his death, said hindu undivided family by the name of Madhavlal Pradeeplal HUF continued and his son Madhavlal Mehta continued to hold the office of the Karta of the said Madhavlal Pradeeplal HUF and his co-parcenary interest in the undivided one fourth (1/4<sup>th</sup>) share of and in the said Land succeeded to and/or devolved upon his son Madhavlal Mehta and wife Kusuma Mehta absolutely.
- (iii) Said Madhavlal Mehta, a Hindu governed by the Mitakshara School of Hindu Law, died intestate on 10<sup>th</sup> May 1996 and upon his death, said hindu undivided family by the name of Madhavlal Pradeeplal HUF Continued and his elder son Pradeeplal Mehta became and continued to hold the office of Karta of Madhavlal Pradeeplal HUF and his co-parcenary interest in the undivided one fourth (1/4<sup>th</sup>) share of and in the said Land was succeeded to and/or devolved upon his mother Kusuma Mehta, wife Kanta Mehta and two sons Pradeeplal Mehta and Sudeeplal Mehta absolutely.
- (iv) Said Smt. Kusuma Mehta, a Hindu governed by the Mitakshara School of Hindu law, died intestate on 21<sup>st</sup> May 2002 and upon her death all her interest in the said Land devolved upon her two grandsons Pradeeplal Mehta and Sudeeplal Mehta absolutely.
- (v) Thus the said Madhavlal Pradeeplal HUF, a Joint Hindu Family represented by its Karta Pradeeplal Mehta and constituting of himself, his brother Sudeeplal Mehta and their mother Kanta Mehta as its coparceners and/or members became and is the absolute owner of undivided one-fourth (1/4<sup>th</sup>) share of and in the said Land.

T. In course of time the title of said Gourilal Damodaral HUF to the

undivided one-fourth (1/4<sup>th</sup>) share of and in the said Land devolved upon following HUFs viz.

- (i) Manoj Mehta HUF, a Hindu Undivided Family represented by its Karta Manoj Mehta;
- (ii) Madhup Mehta HUF, a Hindu Undivided Family represented by its Karta Madhup Mehta;
- (iii) Damodarlal Mehta HUF, a Hindu Undivided Family represented by its Karta Basant Mehta;

- in the following manner:

- (a) On or about 1<sup>st</sup> April 2005, the said Gourilal Damodarlal HUF was dissolved with the consent of its Karta Gourilal Mehta and the undivided 1/4<sup>th</sup> share of Gourilal Damodarlal HUF in the said Land was allotted to its following co-parceners absolutely and severally in the shares mentioned below:-
  - (i) Manoj Mehta son of Sri Gourilal Mehta was allotted undivided 1/16<sup>th</sup> share of and in the said Land who threw the same into the common stock of his hindu undivided family by the name of Manoj Mehta HUF represented by himself as Karta;
  - (ii) Madhup Mehta son of Sri Gourilal Mehta was allotted undivided 1/16<sup>th</sup> share of and in the said Land who threw the same into the common stock of his hindu undivided family by the name of Madhup Mehta HUF represented by himself as its Karta;
  - (iii) Damodari Mehta son of said late Govindlal Mehta was allotted undivided 1/8<sup>th</sup> site of and in the said Land who threw into the common stock of his hindu undivided family by the name of Damodarlal Mehta HUF represented by himself as its Karta;
- (b) At the time of dissolution of the said Gourilal Damodarlal HUF, Gourilal Mehta and his wife Suman Mehta released relinquished renounced and disclaimed all their respective shares rights title and interest in the undivided one fourth (1/4<sup>th</sup>) share of the said Gaurilal Damodarlal HUF in the said Land in favour of their sons said Manoj Mehta and Madhup Mehta absolutely in equal shares. Wife of Gourilal Mehta, Smt. Suman Mehta since died intestate on 14<sup>th</sup> January 2012.
- (c) Said Damodarlal Mehta, a Hindu governed by the Mitakshara School of Hindu Law, died intestate on 19<sup>th</sup> July 2009 and upon his death his co-parcenary interest in Damodarlal Mehta HUF's

undivided one-eighth share in the said Land was succeeded to and/or devolved upon his son Basant Mehta and wife Veena Mehta absolutely.

- (d) Upon the death of Damodarlal Mehta, his hindu undivided family by the name of Damodaral Metta HUF continued and his son Basant Mehta became and continues to hold the office of Karta of said Damodarlal Mehta HUF.
- (e) In the premises aforesaid-
  - (i) Manoj Mehta HUF, represented by its Karta Manoj Mehta and constitution of himself, wife Hema Mehta and two daughters Aishwarya Mehta and Urvashi Mehta as its coparceners and/or members became the absolute owner of undivided one-sixteenth (1/16<sup>th</sup>) share of and in the said Land;
  - (ii) Madhup Mehta HUF, represented by its Karta Madhup Mehta and constituting of himself, wife Amita Mehta and son Yash Mehta as its coparceners and/or members became the absolute owner of one-sixteenth (1/16<sup>th</sup>) undivided share of and in the said Land;
  - (iii) Damodarlal Mehta HUF, represented by its Karta Basant Mehta and constituting of himself, mother Veena Mehta, wife Smt. Jayshree Mehta and two daughters Miss Avani Mehta and Miss Tanya Mehta as its co-parceners and/or members became the absolute owner of one-eighth (1/8<sup>th</sup>) undivided share of and in the said Land.

U. In course of time the title of Shankarlal Keshavlal HUF to the undivided one-fourth (1/4<sup>th</sup>) share of and in the said Land devolved upon following HUFs viz.

- (i) Shankarlal Mehta HUF represented by its Karta Shankarlal Mehta;
- (ii) Keshavlal Mehta HUF represented by its Karta Keshavlal Mehta; in the following manner:
  - (a) As aforesaid, said Harilal Mehta during his life time constituted a separate Joint Hindu Family of his branch by the name of Shankarlal Keshavlal HUF constituting of himself, wife Laxmi Mehta and two sons namely Shankarlal Mehta and Keshavlal Mehta as its coparceners and/or members and made his elder son Shankarlal Mehta as the Karta of Shankarlal Keshavlal HUF.
  - (b) Harilal Mehta died intestate on 17<sup>th</sup> April 2002 and upon his

death, the joint hindu family to the name of Shankarlal Keshavlal HUF continued and his son Shankarlal Mehta continued to hold the office of the Karta of the Shankarlal Keshavlal HUF and the co-parcenary interest of Harilal Mehta in Shankarlal Keshavlal Mehta HUF's undivided 1/4<sup>th</sup> share in the said Land succeeded to and/or devolved upon his two sons, Shankarlal Mehta and Keshavlal Mehta and wife Laxmi Mehta as its co-parceners and/or members;

(c) On or about 1<sup>st</sup> April 2006, the said joint hindu family by the name of Shankarlal Keshavlal HUF was dissolved with the consent of its Karta Shankarlal Mehta and the undivided 1/4<sup>th</sup> share of Shankarlal Keshavlal HUF in the said Land was allotted to it following two co-parceners absolutely and in severalty in equal shares;

(i) Shankarlal Mehta was allotted undivided 1/8<sup>th</sup> share in the said Land who threw and/or blended the same into the common stock of his hindu undivided family by the name of Shankarlal Mehta HUF;

(ii) Keshavlal Mehta was allotted undivided 1/8<sup>th</sup> share in the said Land who also threw and/or blended into the common stock of his hindu undivided family by the name of Keshavlal Mehta HUF;

(d) At the time of dissolution and/or disruption of said Shankarlal Keshavlal HUF, said Smt. Laxmi Mehta released relinquished renounced and disclaimed her share right title and interest in Shankarlal Keshavlal HUF's undivided 1/4<sup>th</sup> share in the said Land in favour of her two sons Shankarlal Mehta and Keshavlal Mehta absolutely in equal shares.

(e) In the premises,

(i) said Shankarlal Mehta HUF, represented by its Karta Shankarlal Mehta and constituting of himself, wife Rajni Mehta, son Shashank Mehta and two daughters Smita Mehta and Swati Mehta as its coparceners and/or members is the absolute owner of undivided 1/8<sup>th</sup> share of and in the said Land;

(ii) said Keshavlal Mehta HUF, represented by its Karta Keshavlal Mehta and constituting of himself, wife Bharti Mehta, son Tejas Mehta and daughter Medha Sethi as its co-parceners and/or members is the absolute owner of undivided 1/8<sup>th</sup> share of and in the said Land.

V. Thus the said Shrilal Surendralal HUF, Madhavlal Pradeeplal HUF, Manoj Mehta HUF, Madhup Mehta HUF, Damodaral Mehta HUF, Shankarlal Mehta HUF and Keshavlal Mehta HUF respectively became the

absolute owners of the said Land in the proportion mentioned below corresponding to their respective names:

i)	Shrilal Surendralal HUF	-	1/4 <sup>th</sup>
ii)	Madhavlal Pradeeplal HUF	-	1/4 <sup>th</sup>
iii)	Manoj Mehta HUF	-	1/16 <sup>th</sup>
iv)	Madhup Mehta HUF	-	1/16 <sup>th</sup>
v)	Damodaral Mehta HUF	-	1/8 <sup>th</sup>
vi)	Shankarlal Mehta HUF	-	1/8 <sup>th</sup>
vii)	Keshavlal Mehta HUF	-	1/8 <sup>th</sup>

W. By an Agreement for Sale dated 22<sup>nd</sup> February 1995, said Shrilal Surendralal HUF, Madhavlal Pradeeplal HUF, Gourilal Damodaral HUF and Shankarlal Keshavlal HUF (hereinafter referred to as the Original Four HUFs) agreed to sell and Balaji Awas Nirman Private Limited and Harrington Towers Private Limited, agreed to purchase the said Land in the names of themselves and/or their nominees at and for the consideration and on the and conditions contained therein.

X. Pursuant to and in terms of the said Agreement for Sale dated 22<sup>nd</sup> February 1995, the said Balaji Awas Nirman Private Limited and Harrington Towers Private Limited from time to time paid to each of the Original Four HUFs in part payment of the total consideration.

Y. Due to defaults and/or laches on the part of the said Original Four HUFs or their successors in complying with their obligations under the said Agreement for Sale dated 22<sup>nd</sup> February 1995, the transaction for sale of the said Land could not be completed.

Z. Excel Commercial Private Limited, Hastings Commercial Private Limited, Sunbeam Trading Company Private Limited, Bahety Commercial Private Limited and Bhaskar Trading Company Private Limited (all such five Companies for brevity's sake hereinafter referred to as the said Five Companies) filed a Suit numbered as Title Suit No.105 of 2004 in the Court of 2<sup>nd</sup> Civil Judge (Senior Division) at Barasat against the Original Four HUFs seeking specific performance of the contract for sale of the said Land by the Original Four HUFs (hereinafter referred to as the said Title Suit).

**AA.** Consequently, several disputes and differences arose by and between the said Balaji Awas Nirman Private Limited and Harrington Towers Private Limited on the one hand and the said Original Four HUFs and their successors as recited hereinabove on the other hand vis-a-vis the said Five Companies and serious threats of litigations were held out by each of them against the other.

**AB.** Due to intervention of common friends and well-wishers, to avoid unending litigations and man power and costs involved there for the said Balaji Awas Nirman Private Limited and Harrington Towers Private Limited, the



said Original Four HUFs and/or their successors and the said Five Companies agreed to settle as their disputes and differences with the understanding that the owners of the said Land would sell convey and transfer the said Land to the said Balaji Awas Nirman Private Limited, Harrington Towers Private Limited and the said Five Companies and/or their or their respective nominees at and for an enhanced consideration as agreed upon and the parties to the said Title Suit, being the said Five Companies as plaintiffs and the said Original Four HUFs as defendants would file necessary compromise petition in consonance with the settlement arrived at between the parties aforesaid.

**AC.** Pursuant to the aforesaid settlement, the said Five Companies being the plaintiffs to the said Title Suit and the said Original Four HUFs being the defendant thereto filed a joint compromise petition in the said Title Suit agreeing thereby and thereunder that the said Original Four HUFs would sell convey and transfer the said Land to twenty-eight (28) companies and limited liability partnerships named therein, in the proportion at and for the said settled agreed consideration and by Order and Decree dated 15<sup>th</sup> September 2016, the Learned Court passed a Decree in terms of the Compromise Petition filed therein by the parties thereto and made the Compromise Petition a part of the Decree and thus disposed of the said suit.

**AD.** By a Deed of Conveyance dated 6th September 2017 made between Shrilal Surendralal HUF, Madavlal Pradeeplal HUF, Manoj Mehta HUF, Madhup Mehta HUF, Damodaral Mehta HUF, Shankarlal Mehta HUF and Keshavlal Mehta HUF therein jointly referred to as the Vendors of the First Part and Gourilal Mehta, Laxmi Mehta therein jointly referred to as the Confirming Parties of the Second Part the Owners herein therein jointly referred to as the Purchasers of the Third Part and registered with District Sub-Registrar-II, North 24 Paraganas, West Bengal in Book No. I, Volume No. 1502-2017, Pages from 71773 to 72078, Being No. 150202845 for the year 2017, the Owners herein became jointly seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the said Land.

**SCHEDULE 'B'**

**DESCRIPTION OF THE SAID APARTMENT AND PROPERTIES APPURTENANT**

**Part - I**

**(SAID APARTMENT)**

**(THE PROJECT IS UNDER CONSTRUCTION)**

All That the Apartment No. on the floor in Tower No. **1/2/3** being constructed on the Land as a part of the Project, having a Carpet area of \_\_\_\_ sq.ft. more or less and a Super built-up area of \_\_\_\_ sq.ft. and Store being Carpet area of \_\_\_\_ sq.ft. more or less and a Super built-up area of \_\_\_\_ sq.ft. more or less thus aggregating to a total Carpet area of \_\_\_\_ sq.ft. more or less and the respective areas of the Balcony/Verandah, being \_\_\_\_ sq.ft. more or less.

For the purpose of registration, the total Super Built-up area is \_\_\_\_ sq.ft.

more or less (including Balcony/Verandah area).

*[in case of without Store]*

All That the Apartment No.\_\_\_\_ on the\_\_\_\_ floor in Tower No.**1/2/3** being constructed on the Land as a part of the Project, having a Carpet area of \_\_\_\_sq.ft. more or less, with the respective areas of the Balcony/Verandah, being\_\_\_\_sq.ft. more or less.

For the purpose of registration, the total Super Built-up area is\_\_\_\_sq.ft. more or less.

**Part - II**  
**(CAR PARKING SPACE)**  
**(THE PROJECT IS UNDER CONSTRUCTION)**

All That the **1/2 (one/two)** number(s) of private medium sized car(s) [Basement (covered)/Ground (covered)/Covered (mechanical)/Open (mechanical)] parking space(s) at the said Project on the Land, as identified and designated by the Promoter for the parking of private medium sized car(s) owned by the Allottee(s) within such space.

**Part - II**  
**(CAR PARKING SPACE)**  
**(THE PROJECT IS UNDER CONSTRUCTION)**

NIL

**Part - III**  
**(SPECIFICATIONS)**

**LIVING/DINING/PASSAGE**

**Floor:** Vitrified tiles

**Walls & Ceiling:** Plaster of Paris/Wall Putty

**BEDROOMS**

**Floor:** Vitrified tiles

**Walls:** Plaster of Paris/Wall Putty

**KITCHEN**

**Walls:** Dado of Ceramic Tiles up to 2 ft. above the kitchen counter

**Floor:** Anti-skid ceramic tiles

**Counter:** Granite counter

**Fitting/Fixtures:** Stainless steel sink with reputed make fittings

**BATHROOMS**

**Walls:** Designer ceramic tiles up to door height

**Floor:** Anti-skid ceramic tiles

**Sanitary Ware and CP Fittings:** Sanitary ware and fittings of reputed make.

### **DOORS & WINDOWS**

**Entrance Door:** Flush

Door **Internal Doors:**

Flush doors **Windows:**

Aluminum windows

### **ELECTRICAL**

**Switches:** Modular switches of reputed make and concealed copper wiring

**Power Backup:** For common areas and apartment at extra cost.

**SCHEDU**  
**LE “C”**  
**[PAYMENT**  
**PLAN]**

Application Money	Rs. 2,00,000/- + GST
Before execution of the Agreement for sale (Booking Amount)	10% of <b>Apartment &amp; CP Price</b> + GST less Application Money + 50% Legal Charges + GST
Within 7 days from the date of execution of agreement	10% of <b>Apartment &amp; CP Price</b> + GST
On Completion of Piling of the respective tower	10% of <b>Apartment &amp; CP Price</b> + GST
On Completion of Deck Level of the respective tower	10% of <b>Apartment &amp; CP Price</b> + GST
On Casting of 5 <sup>th</sup> Floor of the respective tower	10% of <b>Apartment &amp; CP Price</b> + GST
On Casting of 10 <sup>th</sup> Floor of the respective tower	10% of <b>Apartment &amp; CP Price</b> + GST
On Casting of 15 <sup>th</sup> Floor of the respective Tower	10% of <b>Apartment &amp; CP Price</b> + GST
On Casting of ultimate roof of the respective Tower	10% of <b>Apartment &amp; CP Price</b> + GST
On Completion of Flooring of the respective unit	10% of <b>Apartment &amp; CP Price</b> + GST
On commencement of installation of Lift Unit of the respective tower	5% of <b>Apartment &amp; CP Price</b> + GST + 100% of Extras and Deposits + GST + 50% Legal Charges + GST
On offer of possession	5% of <b>Apartment &amp; CP Price</b> + GST

**SCHEDULE "D"**  
**[COMMON AREAS]**

- (a) Fire Refuge platform in each tower,
- (b) Overhead Water Tank in each tower,
- (c) Mumty room in each tower,
- (d) Lift well & staircase in each tower,
- (e) Common corridor at every floor of each tower,
- (f) Entrance lobby in each tower,
- (g) Fire tank,
- (h) Sewage Treatment Plant,
- (i) Organic waste composter plant
- (j) Underground Water Tank,
- (k) Pump room,
- (l) Area for amenities
- (m) Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s and meter room in the ground floor of the New Building,
- (n) Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of lifts and pump and for supply of power in the said Flat to the extent of quantum mentioned herein and/or in the other Flats during power failure.
- (o) Water pump and pump rooms with motor and with water supply pipes to overhead water tank and with distribution pipes therefrom connecting to different Flats of the Complex,
- (p) Internal driveways of the project,
- (q) Landscape gardens of the project including the podium garden.
- (r) Swimming Pool
- (s) Changing Room with Lockers
- (t) Podium Garden with seating zone
- (u) Banquet Hall with Pantry
- (v) Gymnasium
- (w) Indoor games room
- (x) Yoga cum Meditation Room
- (y) Toddler's Room
- (z) Basketball Court
- (aa) Badminton Court
- (bb) Rooftop Garden
- (cc) Kids Play Area
- (dd) Solar Panels
- (ee) High speed elevators
- (ff) Separate service elevators
- (gg) 24X7 Security with Security Desk
- (hh) CCTV surveillance
- (ii) Intelligent Fire Prevention and Fighting system

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

**SIGNED SEALED AND DELIVERED BY  
THE WITHIN NAMED OWNERS IN THE  
PRESENCE OF:**

1.

30C South End Park,  
Kolkata 700029

2.

122/1R, Satyendranath Majumdar Sarani,  
Kolkata 700026

**SIGNED SEALED AND DELIVERED BY  
THE WITHIN NAMED PROMOTER IN  
THE PRESENCE OF:**

1.

2.

**SIGNED SEALED AND DELIVERED BY  
THE WITHIN NAMED ALLOTTEE(S) IN  
THE PRESENCE OF:**

1.

(\_\_\_\_\_)

2.

(\_\_\_\_\_)

Drafted by,

(Alamgir Reza, Advocate)  
Enrollment No. WB/1366/03  
Alipore Judges Court, Kolkata 700027

**RECEIPT AND MEMO OF CONSIDERATION**

**R E C E I V E D** of and from the within-named Allottee(s) the within-mentioned sum of **Rs.** \_\_\_\_\_/- **(Rupees** \_\_\_\_\_) only being the Booking amount for sale of the said **Apartment And Properties Appurtenant** thereto as described in the **Part - I** and **Part - II** of the **Schedule B** written herein above, by way of various cheques/RTGS/NEFT of different dates.

\_\_\_\_\_  
**Signature of the Promoter**

**WITNESSES:**

1.

2.

#####  
DATED THIS      DAY OF                      , 202\_  
#####

**B E T W E E N**

**BALAJI AWAS NIRMAN PVT LTD & 27 OTHERS**

**.... OWNERS**

**- A N D -**

**KYAL DEVELOPERS PRIVATE LIMITED**

**.... PROMOTER**

**- A N D -**

- (1) \_\_\_\_\_
- (2) \_\_\_\_\_

**.... ALLOTTEE(S)**

**AGREEMENT FOR SALE**  
VINAYAK VISTA \_ 1/2/3-\_\_