

AGREEMENT FOR ASSIGNMENT

THIS AGREEMENT FOR ASSIGNMENT (“Agreement”) executed on this day of
, Two Thousand Twenty Three

BY AND BETWEEN

MERLIN PROJECTS LTD. (CIN: U70109WB1984 PLC038040)(PAN AACCM0505B), a company incorporated under the Companies Act, 2013, having its Registered Office at 22, Prince Anwar Shah Road, P.O. Tollygunge, P.S. Charu Market, Kolkata – 700 033, represented by its Authorised Signatory Mr. Vishal Jain, hereinafter referred to as “the PROMOTER” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or nominees and assigns) of the **FIRST PART**;

AND

MR/MRS/MS..... (PAN:.....), (Aadhar No.....), son/wife/daughter of....., by occupation....., by faith....., Citizen of....., residing at....., India, hereinafter called the "**Allottee(s)**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors-in-interest and permitted assigns), of the **SECOND PART**.

The Promoter and the Allottee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

For the purpose of this Agreement, 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 is the Sub-Lessee in respect of all that the piece and parcel of land measuring 1.06 acres (Said Land, more fully and particularly described in Schedule A hereunder written), by virtue of the Deed of Assignment as detailed in Schedule A1.
- B. The Said Land is earmarked for the purpose of building an IT and ITES building (out of which 20% constructed areas will be used for other commercial activities) comprising of office Units, commercial units, F&B units, Retail units, car parking spaces and the said project shall be known as Merlin “The Summit” (“Project”);
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to its right and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;
- D. The Promoter has duly intimated the Nabadiganta Industrial Township Authority (NDITA) about commencement of construction of its project Merlin ‘The Summit’;
- E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for construction of a multistoried building having 1(One) basement and ground plus 27 (Twenty Seven) upper floors, car parking spaces and other constructed areas from NDITA being No. V/NDITA/BP-106 dated 09.07.2021. The Promoter agrees and undertakes that it shall not make any changes to approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F. 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;
- G. The Allottee had applied for assignment of an Office Unit on in the Project and has been allotted an Office Unit hereinafter referred to as the "Unit" more particularly described in Schedule-A2 and the floor plan or the Unit is annexed hereto and marked as Annexure;
- 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. The Promoter may in future develop further phases on the land parcels adjacent to said Land, and reserve the right to share common infrastructure i.e. driveway, club if any and other amenities with such future phase/phases.
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to assign the leasehold right and interest in respect of the Unit morefully and particularly mentioned in Schedule A-2 and the Allottee hereby agrees to accept the same.

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 assign to the Allottee and the Allottee hereby agrees to acquire the leasehold rights of the Unit morefully and particularly mentioned in the *Schedule - A1*. The said assignment shall be valid for the balance/residual tenure of the lease stipulated in the Sub Lease Deed dated 24.03.1993, subject to renewal of two terms of 90 years each from the expiry of the initial term of the said Sub-Lease on terms and conditions morefully mention in the said Sub-Lease Deed dated 24.03.1993.
- 1.2 The Total Consideration amount payable for leasehold right of the Unit is more fully mentioned in the Schedule-B.

Explanation:

- (i) The Total Consideration amount above includes the booking amount paid by the Allottee to the Promoter towards the Unit;
- (ii) The Total Consideration amount above excludes Taxes, Maintenance, Deposits (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Unit to the allottee and the project to the Association of allottees, if any or the competent authority, as the case may be, after obtaining the completion certificate. The Total Consideration amount also excludes Fees/Charges payable to WEBEL/UD Dept for obtaining requisite permission for registration of the Deed of Assignment in favour of the Allottee;

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

- (iii) The Promoter shall periodically intimate in writing 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 therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

- (iv) The Total Consideration amount of Unit finished as per specifications morefully mentioned in **Schedule D** includes (i) pro rata share in Common areas AND (ii) car parking as provided in this Agreement.
- 1.3 The Total Consideration amount is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule-C ("Payment Plan")**.
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ 4% per annum for the period by which the respective instalment has been preponed. 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 and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Unit, without the previous written consent of the Allottees per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee or any other allottees of the said project, or such minor changes or alterations as per the provisions of the Act and as deemed fit by the Promoter. The Promoter shall take prior approval of the Allottee for extra charges, if any, as may be applicable for such addition alteration.
- 1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total Consideration amount payable for the carpet area shall be recalculated upon confirmation by the Promoter, If there is reduction in the carpet area by more than 3% then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is more than 3% (three percent) of the carpet area of the Unit, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule-C. All these monetary adjustments shall be made at the same rate per square feet as per Schedule-B of this Agreement. In case of any dispute on the measurement of the Carpet Area, the same shall be physically measured after removing all finishes if any that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of the Carpet Area since the Carpet Area is to be measured by taking raw walls into account and not the finished walls having plaster and putty on it.
- 1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the

leasehold right to the Unit as mentioned in Schedule-B:

- (i) The Allottee shall have exclusive interest of the Unit;
 - (ii) The Allottee shall also have right to use the Common Areas transferred to the Association of allottees, if any. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the Association of allottees, if any after duly obtaining the completion certificate from the competent authority. Further, the right of the Allottee to use the Common facilities shall always be subject to the timely payment of maintenance charges and other charges as applicable from time to time;
 - (iii) That the computation of the Consideration amount of the completed Unit finished as per specification morefully mentioned in Schedule D, includes recovery of price of land underneath the building, construction of the Unit and the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit and the Project and exclusive of taxes, maintenance charges and deposits;
- 1.9 It is made clear by the Promoter and the Allottee agrees that the Unit along with car parking space, if allotted shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land underneath the building 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 Unit to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, 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 the Allottees or any liability, mortgage loan and interest thereon before transferring the Unit to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal 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 equivalent to 10% of the total Consideration amount as booking amount being part payment towards the Total Consideration amount of the Unit which includes token amount/any advances paid at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining Consideration amount of the Unit as prescribed in the Payment Plan [*Schedule C*] as may be demanded by the Promoter within the time and in the manner specified therein; Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque or electronic transfers (as applicable) in favour of Promoter payable at Kolkata at its office.

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

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendments/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 the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws, The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

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

5. **TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Unit to the Allottee and the common areas to the Association of allottees, if any subject to the same being formed and registered and after receiving the Occupancy Certificate or Completion Certificate. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C (“**Payment Plan**”)

6. **CONSTRUCTION OF THE PROJECT/UNIT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the

Unit and accepted the floor plan, payment plan and the specifications, amenities and facilities as mentioned in the Schedule which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Municipal Authority and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE UNIT:

7.1 **Schedule for possession of the said Unit** - The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee and the common areas to the Association of allottees, if any is the essence of the Agreement. The Promoter assures to hand over possession of the Unit along with ready and complete common areas with all specifications, amenities and facilities of the project in place on or before **30th June 2026**, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, pandemic, epidemic or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit.

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

7.2 **Procedure for taking possession** - The Promoter, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Unit, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate subject to payment of all amounts due and payable under this Agreement. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter subject to default on the part of the Promoter. The Allottee, agree(s) to pay the maintenance charges as determined by the Promoter/Association of allottees, if any, as the case may be from the date of the issuance of the completion certificate for the project. The promoter shall hand over the photocopy of completion certificate of the project to the allottee.

7.3 **Failure of Allottee to take Possession of the Unit** - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as required and the Promoter shall give possession of the Unit to the allottee. In case the Allottee fails to take possession within the time provided in para 7.2 such Allottee shall continue to be liable to pay interest on amount due and payable in terms of this agreement, maintenance charges as specified in para 7.2, municipal tax and

other outgoings and further holding charge of Rs.5,000/- per month or part thereof for the period of delay of to taking possession.

- 7.4 **Possession by the Allottee-** After obtaining the completion certificate and handing over physical possession of the Unit to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee upon its formation and registration.

Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Association of allottees, if any or the competent authority, as the case may be, within thirty days after formation and registration of the Association of allottees, if any.

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

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment.

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Unit, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due;

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

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

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

- i. The Promoter has absolute, clear and marketable leasehold interest with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- iii. There is no encumbrances upon the said Land or the Project;

- iv. There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit;
- v. Save and except the formal permission of WEBEL/UD for registration of deed of assignment, all approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit have been obtained and are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Unit and common areas till the date of handing over of the project to the Association of allottees, if any;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the said Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from assigning the said Unit to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the deed of assignment the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee and the common areas to the Association of allottees, if any once the same being formed and Registered;
- x. The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Land;
- xi. The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued irrespective of possession of Unit along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the Association of allottees, if any or not;
- xii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.
- xiii. That the said Land is not Waqf Property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:
 - i. Promoter fails to provide ready to move in possession of the Unit to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects.

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

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

- i. Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- ii. The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Unit, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice subject to the allottee shall prior to receipt of refund on the above account from the Promoter, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter;

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

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

- i. In case the Allottee fails to make payments for 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 at the rate prescribed in the Rules;
- ii. In case of Default by Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter upon 30 days written notice may cancel the allotment of the Unit in favour of the Allottee and refund the money paid by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated, subject to compliance of clause 34.14.

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions 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 taxes, charges, levies, cess, assessments and impositions with the Promoter agreeing to provide the Allottee with such assistance as may be reasonably requested for by the Allottee for the same, provided that if under Applicable Laws, the Promoter be entitled to claim refund of any of the aforesaid amounts so deposited, then the Promoter shall apply for such refund and after receipt thereof, hand over the same to the Allottee.

10. DEED OF ASSIGNMENT OF THE SAID UNIT:

The Promoter, on receipt of Total Consideration amount of the Unit as per Schedule - B under the Agreement from the Allottee and upon receipt of the formal permission of WEBEL/UD for assignment in terms of the Lease Deed dated 19th January 1987, shall execute a Deed of Assignment drafted by the Promoter's Advocate and assign the leasehold right and interest of the Unit together with proportionate indivisible share in the Common Areas as per the applicable laws in favour of the Allottee.

However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the deed of sale in his/her favour till payment of stamp duty and registration charges and the allottee shall be bound by its obligations as morefully mentioned in clause 7.3 of this agreement. 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

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

The Promoter or its appointed facility management company shall be responsible to provide and maintain essential services in the Project upon the issuance of the completion certificate of the project or till the taking over of the maintenance of the project by the association of allottees upon its formation and registration. However, it being further agreed that the facility management company shall be retained by the association for a further period of 3 years from the date of taking over maintenance by the association of allottees.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of obtaining completion certificate, 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 Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Allottee hereby agrees to take on assignment the leasehold interest of the Unit on the specific understanding that his/her/their/its 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 UNIT FOR REPAIRS:

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

15. **USAGE:**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to Electric Sub-station, Transformer, DG set rooms, Underground Water Tanks. Pump Rooms, Maintenance and Service Rooms, Firefighting Pumps and Equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Association of allottees, if any formed by the Allottees for rendering maintenance services.

16. **GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:**

16.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit and keep the Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. 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 Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building/Project. 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. It being clarified and agreed by the Allottees that AC/Service space to be exclusively be used installation of VRV air-conditioning and not for any other purpose including but not limited to for the purpose of storage materials and the said space is duly earmarked in the plan provided by the Promoter. The Allottees hereby further undertake that the walls of the said AC/Service space would not be demolished.

16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / nameplate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove or do any alteration/chase cut any wall including the outer and load bearing wall of the Unit. The internal layout of the Unit and any modifications therein should not be changed without previous permission of the Promoter.

16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of allottees, if any and/or maintenance agency appointed by Association of allottees, if any. 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 an Unit 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 unit, all the requirements, requisitions, demands and repairs which are required by any Competent Authority in respect of the Said Unit at his/her own cost.

18. ADDITIONAL CONSTRUCTIONS:

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

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Unit. During the period of construction or before that, the promoter may obtain construction Finance but without creating any liability on Allottee.

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

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the law as applicable in the State of West Bengal.

21. BINDING EFFECT:

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

22. ENTIRE AGREEMENT:

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

23. RIGHT TO AMEND:

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

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE:

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Annexure 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 Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26 SEVERABILITY:

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

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

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

28 FURTHER ASSURANCES:

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

29 PLACE OF EXECUTION:

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

30 NOTICES:

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses as mentioned in this Agreement or through e-mail.

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

31 JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes be considered 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 under the Arbitration and Conciliation Act, 1996.

The additional terms and conditions mentioned hereunder are as agreed between the Promoter and the Allottee of the project, the same are not in derogation of or inconsistent with the terms and conditions set out above (clause No. 1 to 33) or the RERA Act and the Rules made thereunder.

34 ADDITIONAL TERMS AND CONDITIONS:

- 34.1 In addition to the amounts stated elsewhere in this Agreement, the Allottee shall further be liable and responsible to and hereby and hereunder covenant(s) and undertake(s) to bear and pay the entire applicable taxes on the Total Consideration amount, fees/charges payable to WEBEL/UD Dept for obtaining requisite permission for registration of the assignment Deed in favour of the Allottee, 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 registration of Agreement and assignment Deed and/or Cancellation Agreement for the transfer of the said Unit and/or the undivided share, including those applicable/prevailing at the time of registration of the Agreement and/or Assignment Deed and Cancellation Agreement. 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 assignment of the Common Areas shall be borne and paid by the Allottees on pro rata basis. It is hereby further informed that if WEBEL

insists on being the Confirming Party to the Assignment Deed, the Allottees shall not raise any objection whatsoever and/or howsoever

- 34.2 Notwithstanding anything to the contrary stated anywhere in this Agreement, any payment made by the Allottee (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, and thereafter, the balance, if any, shall be utilized towards adjustment of the defaulted/delayed payments due from the Allottee as ascertained by the Promoter, and the Allottee authorize(s) and empower(s) the Promoter to so adjust and/or appropriate all payments made by the Allottee, and the Allottee undertake(s) not to object to the same and/or to demand/direct the Promoter to adjust the payments in any manner.
- 34.3 In case payment is made by any third party on behalf of Allottee, the Promoter will not be responsible towards any third party making such payment/remittances on behalf of the Allottee and such third party shall not have any right in the Application and/or Provisional Allotment, if any, in any manner whatsoever and the Promoter shall issue the payment receipts in the name of the Allottee only
- 34.4 The Allottee agrees and understands that all the standard fitting, interiors, furniture and fixtures and dimension provided in the show/model Unit exhibited at the site only provides a representative idea and the actual Unit agreed to be constructed will be as per specifications mentioned in Schedule D 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 shall not be entitled to raise any claim for such variation.
- 34.5 The Allottee prior to execution of the Deed of Assignment may nominate his/her/their provisionally allotted Unit unto and in favor of any other person or persons in his/her/their place and stead, the allottee may do so only with the permission of the Promoter subject to payment of administrative charges @ 2 % (two per cent) of the total Consideration amount to the Promoter and the same shall also be subject to the applicable law and approval of the registration authorities and the cost of such registration including stamp duty shall also be borne by the Allottee.
- 34.6 In the event of the Allottee obtaining any financial assistance and/or loan from any bank/ financial institution the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/ financial institution, SUBJECT HOWEVER the Promoter being assured of all amounts being receivable for sale and transfer of the Unit and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ Financial Institution.
- 34.7 In the event of termination of this Agreement due to any reason and/or on any ground whatsoever or howsoever, without prejudice to its other rights stipulated herein, the Promoter shall, after deducting the Cancellation Charges ("**Cancellation Charges**" shall mean collectively (i) the Booking Amount; (ii) all interest liabilities if any of the Allottee accrued till the date of cancellation; and (iii) brokerage (at actuals) paid to real estate agent/channel partner/broker, if any (iv) the stipulated charges on account of dishonour of cheque, if any; (v) administrative charges as per Promoter's policy and (vi) amount of stamp duty and registration charges to be paid/paid on the deed of cancellation), refund to such bank/financial institution the balance amounts, if any, and on such refund by the Promoter the charge/any manner of claim of such bank/financial institution and the Allottee on the said Unit shall automatically stand released/cancelled/terminated for all intents and purposes, and neither

such bank/financial institution nor the Allottee shall have any manner of claim or demand or action against the Promoter and/or in respect of/over any part or portion of the said Unit and properties appurtenant thereto. The Allottee hereby unconditionally and irrevocably subrogate(s) his/her/their/its right to receive any amount from/payable by the Promoter to such bank/financial institution in the event of cancellation/ termination of this Agreement on any ground whatsoever, and further confirm(s) that the act of the Promoter of tendering payment to such bank/financial institution (if any ascertained as due and payable by the Promoter), shall amount to a valid discharge by the Promoter of its obligation to pay/refund any amount to the Allottee.

- 34.8 Notwithstanding anything contained herein, by the execution of this Agreement the Allottee 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 over and in respect of said Land and/or the Building and/or any part or portion thereof in favour of any bank and/or financial institution to obtain construction finance provided that no such mortgage, security, charge shall in any manner affect the right, title and interest of the Allottee. For the avoidance of any doubt it is clarified that this Agreement by itself shall be treated as the written consent of the Allottee for creation of charge/ mortgage over any part or portion of the Said land and/or the Building for unsold Units only, and no separate consent of the Allottee shall be required for the said purpose.
- 34.9 In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the Schedule.
- 34.10 Promoter may also extend the Project in contiguous land in future wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewerage, underground reservoir, pumps, club, gym, community hall and other amenities shall all be part of a common integrated development and some amenities and facilities may for the sake of convenience be relocated on such extended area and the Allottee shall not have any objection to it and further, the Allottee(s) hereby give consent to the Promoter that the Promoter shall have full right, title, interest to use and utilize the additional FAR in respect of the land which may be made available even after the Deed of Sale of the Unit has been executed the Allottee(s) or any member of the Association shall not raise any objection of whatsoever nature for the same. The extra FAR sanctioned may necessitate some changes and/or modifications to the existing Sanctioned Plan in respect of the present project as well as the subsequent phases/projects to be constructed but it is hereby declared that so far as the present project or earlier completed phases of the entire project is concerned the additional FSI/FAR shall be achieved only by way of vertical extension over the existing building blocks. In future phases it can be utilized in the manner the Promoter decides. The Allottee is also notified that the Promoter may at any subsequent period undertake development of a separate Complex on land which is adjacent but not part of this project and in that case the Promoter may decide to provide for a passage way across this project and for this purpose the Promoter shall enter into an irrevocable License deed with the Owner of the Adjoining land which shall be perpetually binding upon the Unit Owner of this project and their Association. The Promoter may extend the size of the project as presently envisaged by causing development of another Project/Phase on land contiguous to the present project whereupon the Promoter will be entitled to amalgamate the extended development by integrating it with this project with shared infrastructure and common facilities which means that the facilities available in this project will be available for use to residents of the extended Project/Phase and similarly the facilities in the extended Project/Phase shall be available for

use by the Residents of the present Phases.

- 34.11 The Possession Date has been accepted by the Allottee. However, if the said Unit is made ready prior to the Completion Date, the Allottee undertakes(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 agreed and understood that the payment obligations of the Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan.
- 34.12 The right of the Allottee shall remain restricted to his/her/their respective Unit and the properties appurtenant thereto and the Allottee shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Unit or space and/or any other portions of the Project.
- 34.13 In the event of cancellation of allotment, the balance amount of money (after forfeiture of the Cancellation Charges) paid by the allottee (other than Taxes paid by the allottee and/or stamp duty and registration charges incurred by the allottee) shall be returned by the Promoter to the Allottee without interest, out of the amounts received by the Promoter against sale of the Designated Unit to any other interested parties. 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 Unit to another buyer and the Purchase Consideration amount of the Allottee if the then current Sale Consideration amount is less than the Purchase Consideration amount. The allottee shall prior to receipt of refund on the above account from the Promoter, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter and in the event the Allottee fails to execute the cancellation documents, the Promoter as a Constituted Attorney of the Allottee shall execute the said documents.
- 34.14 Notwithstanding with the non-execution of the Agreement of Cancellation, immediately on the issuance and/or acceptance/receipt of the termination notice by the Promoter, the Allottee shall cease to have any right or claim or demand under this Agreement and/or against the Promoter save and except receipt of refund, if any, and the Promoter shall stand released and discharged from all its obligations and liabilities under this Agreement, and the Promoter shall be entitled to deal with the subject matter of this Agreement in such a manner as the Promoter may deem fit and proper.
- 34.15 If due to any act, default or omission on the part of the Allottee, the Promoter is restrained from construction of the Project and/or transferring and disposing of the other Units in the Project then and in that event without prejudice to the Promoter's such other rights the Allottee shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.
- 34.16 The Promoter will not entertain any request for modification in the internal layouts of the Unit of the Blocks. In case the Allottee desires (with prior written permission of the Builder) to install some different fittings /floorings on his/her/their own within the Unit booked, he/she/they will not be entitled to any reimbursement or deduction in the value of the Unit. For this purpose, in only those cases where the Allottee has made full payment according to the terms of payment, at its sole discretion, the Promoter may subject to receipt of full payment allow any Allottee access to the Unit prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottees provided that such access will be availed in accordance with such instructions of the Promoter in writing and that the right of such access may be withdrawn by the Promoter at any time without assigning any reasons.
- 34.17 The Allotment is personal and the Allottee shall not be entitled to transfer, let out, alienate the

Unit without the consent in writing of the Promoter PROVIDED HOWEVER after the full payment of the entire Consideration amount and other amounts and registered conveyance the Allottee shall be entitled to let out, grant, lease and mortgage and/or deal with the Unit for which no further consent of the Promoter shall be required. All the provisions contained herein and the obligations arising hereunder of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Unit in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

The cost of maintenance will be paid/borne by the Allottee and shall be paid to the Promoter from the date of obtaining completion certificate till handover of maintenance of the project to the Association of allottees, if any and thereafter to the Association of allottees, if any. The Allottee shall before taking possession of the Unit pay @Rs.120/- per sq. ft. on the built-up area of the Unit together with applicable GST towards cost of such maintenance for the initial period of one year. The Promoter for providing the maintenance services of the project will be entitled to the administrative charges of 15% of maintenance expenses/charge. However, the first year maintenance charges as mentioned herein are inclusive of the aforesaid administrative charges. The rules/bye Laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period be framed by the Promoter with such restrictions as may be necessary for proper maintenance and all the Allottees are bound to follow the same. After the Common Areas of the Project are handed over to the Association, if any, the Association may adopt the rules and the bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association. However it being agreed that the Association shall keep the Facility Management Company appointed by the Promoter for a minimum of 3 years. The Allottee shall additionally pay @Rs.120/- per sq. ft. on the built-up area of the Unit towards Maintenance Deposit. Maintenance Expenses shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Allottees and all other expenses for the common purposes to be contributed borne paid and shared by the Allottees of the said Project including those mentioned hereunder:

- Establishment and all other capital and operational expenses of the Association.
- All charges and deposits for supplies of common utilities.
- All charges for the electricity consumed for the operation of the common machinery and equipment and lighting.
- Cost of operating the firefighting equipment and personnel, if any.
- All expenses for insuring the Building and/or the common portions, inter alia, against earthquake, fire, mob violence, damages, civil commotion etc.
- All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-constructing, lighting and renovating the common portions, including the exterior or interior (but not inside any Unit) walls of the Building/s.
- All expenses for running and operating all machinery, equipment 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 area.

- Municipal tax, multistoried building tax, water tax and other levies in respect of the New Building/s save those separately assessed for the said Unit/unit of Allottee.
- Creation of sinking fund for replacement, renovation and other periodic expenses of Equipment.
- The salaries of and all other expenses of the staff to be employed for the common purposes, viz. Manager, Clerks, Security personnel, Sweepers, Plumbers, Electricians etc. including perquisites, bonus and other emoluments and benefits.
- Annual Maintenance Charges of Equipment.
- Garbage disposal.
- Pest Control.
- All the fees and charges payable to the agency, if appointed for the looking after the maintenance services including all the statutory taxes.

That the Promoter, have estimated the cost for first year 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. However, neither the Promoter shall ask for any extra amount on that account, for the said period, nor the Allottee shall ask for any deduction for the same. The maintenance charges payable by the allottees from 2nd year onward will be actual cost of maintenance and 15% management fee.

34.18 It is clarified that the defect liability as provided in Clause 12 herein shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Owner or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipment (v) accident and (iv) negligent use. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/phase wing and if the annual maintenance contracts are not done/renewed by the allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Units and the Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Unit/Building/phase/wing excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20⁰ centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Unit and in the workmanship executed.

34.19 That Allottee shall not have and/or claim any right of whatsoever nature over the ultimate roof of the Lift Machine Room / Overhead Tank/Stair Head Room of the project *Merlin 'The*

Summit' and the Promoter shall have exclusive right over the same to install Hoardings/Neon Sign, Bill Boards / Advertisements etc. on the same or on the facade or terrace of the building or a portion of the boundary wall and shall be entitled to all the revenue out of the same, however, Promoter shall only be liable for the payment of all the necessary electricity, any or all statutory charges, taxes, levies and outgoings, as may be imposed by the authority/authorities for the same.

- 34.20 As a matter of necessity, the use and enjoyment of the Unit/Units by Allottees shall be consistent with the rights and interest of all the other Allottees and in using and enjoying their respective Units and the Common Areas and Installations, each of the Allottees (including the Allottee herein) shall be bound and obliged:
- a. to co-operate with the Maintenance In-charge in the management and maintenance of the Project / said Premises and the common purposes in accordance with the scheme herein envisaged;
 - b. to observe fulfill and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the Project / said Premises and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Association / Maintenance Company, as the case may be. The Allottee shall not hold the Promoter liable in any manner for any accident or damage during the course of enjoyment of the Common Areas and Installations by the Allottee or his family members or any other person;
 - c. to allow the Maintenance In-charge and their authorised representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Project and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within 48 (forty-eight) hours of giving of a notice in writing by the Maintenance In-charge thereabout Provided That in case of emergencies / exigencies, no such notice shall be required to be given;
 - d. to observe and perform all the terms, covenants and conditions contained in the Sub Lease Deed dated 24th March 1993 together with rectification Deed dated 23rd March 2001 and Deed of Assignment dated 8th September 2020 as if they were incorporated in these presents and not to commit breach of or do any act contrary to any of the terms, covenants and conditions stated therein;
 - e. the Allottee shall use the said Unit for IT and ITES purposes/purpose only or for the purpose for which the same is sanctioned in a decent and respectable manner and for no other purposes (including residential) whatsoever. It being expressly clarified that such restriction on the Allottee shall not in any way restrict the right of the Promoter to use or permit to be used any other office / shop / showroom / commercial space / non-residential space for other purposes save and except residential purposes;
 - f. to install firefighting and sensing system gadgets and equipment, if any, in the said Unit as required under law and keep the said Unit free from all hazards relating to fire;
 - g. to carry out all fit-out works in the said Unit in a good and workman-like manner and without violating any laws, rules or regulations of the concerned authority, National Building Code and fire safety rules and rules framed by other authorities and with

minimum noise and ensure that no disturbance or annoyance is caused to the other Allottees;

- h. to use the right of parking, if any agreed to be granted, only for the purpose of parking of medium sized motor cars in any available parking slot on the allotted level of parking, as applicable;
- i. not to use the ultimate roof of the Building or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees;
- j. to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities;
- k. to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the Building free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things therein or thereat or in any other common areas of the premises;
- l. not to claim any right whatsoever or howsoever over any unit or portion in the Project save their respective units;
- m. not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Building save a decent nameplate outside the main gates of their units. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his unit;
- n. not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Project / said Premises or may cause any increase in the premia payable in respect thereof;
- o. not to alter the outer elevation of the Building / Project or any part thereof nor decorate the exterior of the Building / Project or the said Premises otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated;
- p. not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof, staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Project nor allow or permit any other person to do so.
- q. not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Project;
- r. to keep their respective units and partition walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Project and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particular and without prejudice to the generality to the foregoing, the Allottees shall not make any form of alteration in the beams and columns passing through their

respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise;

- s. In case any balcony / verandah / open terrace be attached to any unit, then the same shall be a right appurtenant to such unit and the right of use and enjoyment thereof shall always travel with such unit and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:
- i. The Allottee thereof shall not be entitled to sub-lease transfer or assign such balcony / verandah / open terrace independently (i.e. independent of the unit owned by such Allottee);
 - ii. The Allottee thereof shall not make construction of any nature whatsoever (be it temporary or permanent) on such balcony / verandah / open terrace nor cover the same in any manner, including Shamianas etc.;
 - iii. The Allottee thereof shall not install a tower or antenna of a mobile phone company or display hoardings or placards.
 - iv. The Allottee shall not display any signboard, hoarding or advertisement etc. on the parapet wall of the open terrace or at any place in the said balcony / verandah / open terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.
- t. In the event any Allottee has been allotted any right of parking motor car within the said Premises, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
- i. The Allottee shall use such Parking Space only for the purpose of parking of its own medium sized motor car and for no other purpose whatsoever and shall not at any time claim interest or any other right over the same save the exclusive right to park one medium sized motor car thereat;
 - ii. The Allottee shall not be entitled to sub-lease transfer or assign such parking space or his/her/their/its right of parking car at such Parking Space or allow or permit any one to park car or other vehicle at such parking space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his/her/their/its Unit, to any person;
 - iii. The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever;
 - iv. The Allottee shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or passages within the Project or any other portion of the said Premises save at the allotted Parking Space;
 - v. The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association / Maintenance Company with regard to the user and maintenance of the parking spaces in the Project and the said Premises;

- vi. The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter and the Sub-Lessor and the Maintenance In-charge with regard thereto.
- u. not to carry on or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral deed or activity in or through their units or any activity which may cause nuisance or annoyance to the Allottees;
- v. not to slaughter or kill any animal in any area (including common areas / parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
- w. not to drill, break, maim, hammer or in any way damage destroy or adversely affect the beams, columns, walls etc., nor be entitled to nor permitted to make any structural changes / modifications to their respective units or any part thereof Provided That internal finishing work may be carried out by the Allottees in a lawful manner.
- x. not to make construction of any nature whatsoever (be it temporary or permanent) in or about the balconies / verandahs / terraces etc., nor cover the same in any manner, including Shamianas etc.
- y. to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to use and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the said premises including those under the West Bengal Fire Services Act and rules made thereunder and shall indemnify and keep the Promoter and the Sub-Lessor saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on their part.
- z. maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, any Development Authority, WBSUEDCL, Fire Brigade, and/or any statutory authority and/or local body with regard to the use and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the Project and to make such additions and alterations in or about or relating to their respective units and/or the Project as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Promoter or the Sub-Lessor in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter and the Sub-Lessor and the Maintenance In-charge and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on the part of the Allottees.

- aa. to apply for and obtain at their own costs separate apportionment / assessment and mutation of their respective units, as may be permissible, in the records of the concerned authorities.
- bb. not to fix or install air conditioners in their respective units / units save and except at places where provision has been made by the Promoter for installation of the same. In case of and in the event any Allottee installs air conditioner/s at any place other than the places earmarked and/or specified for the same, then and in that event, such Allottee shall be liable to forthwith remove the air conditioner/s at their own costs. Further, before installation, the Allottees shall also get the layout plan of the air conditioner/s to be installed in their respective units / units approved by the Promoter and shall further ensure that all water discharged by the air conditioning units is drained within their respective units / units.
- cc. not to close or permit the closing of verandahs, lounges, balconies, lobbies or the common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the units / units which in the opinion of the Promoter or the Association / Maintenance Company differs from the colour scheme of the Building / Project or deviation of which in the opinion of the Promoter or the Association / Maintenance Company may affect the elevation in respect of the exterior walls of the Building / Project and if so done by any Allottee, such Allottee shall be liable to reimburse to the Promoter and/or the Association / Maintenance Company, the actual costs, charges and expenses for restoring the concerned unit to its original state and condition, for and on behalf of and as the agent of such Allottee.
- dd. Not to make in the unit any structural addition or alteration and/or cause damage to beams, columns, partition walls etc. and in case of default the defaulting Allottee shall be liable to reimburse to the Promoter and/or the Association / Maintenance Company, the actual costs, charges and expenses plus 50% (fifty Percent) of such actual costs, charges and expenses, for restoring such damage. In addition, such Allottee shall also be liable to be prosecuted in accordance with law and also be liable for all losses damages costs claims damages etc., suffered by the Promoter and/or the Sub-Lessor and/or other Allottees and shall fully indemnify them and each of them.
- ee. To bear and pay and discharge exclusively the following expenses and outgoings with effect from the / Date of Completion Certificate:
 - i. Municipal and other rates and taxes, commercial surcharge (if applicable) and water tax, if any, whether existing or as may be imposed or levied at any time in future, assessed on or in respect of their respective Units directly to the authorities concerned Provided That so long as their respective units / units are not assessed separately for the purpose of such rates and taxes, each Allottee shall pay to the Promoter / Maintenance In-Charge the proportionate share of all such rates and taxes assessed on the said Premises;
 - ii. Proportionate Lease Rent payable to WEBEL.
 - iii. Electricity charges for electricity consumed in or relating to their respective Units as per the consumption recorded in the sub-meter provided by the Promoter/Facility Management to be calculated as per the charges payable to WBSEDCL i.e. Unit consumption charges along with applicable Demand Load Charges, Duty/Cees, 5% Transmission Loss and taxes as applicable.

- iv. Proportionate share of all Common Expenses @ Rs.10/-(Rupees Ten only) per Square Foot per month on Built-up area basis, plus applicable GST, if any. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Promoter / Association / Maintenance Company at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services.
- v. Sinking Fund @ Rs.1.43/-(Rupees One and Paise Forty Three only) per Square Foot per month on Built-up area basis, plus applicable GST, if any (from second year onward).
- vi. All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottees in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by WBSEDCL from its consumers for the delay payment of its bills).
- vii. Water Charges for the water consumed in their respective units.
- viii. Proportionate WBSEDCL Security Deposit as per Built-up Area of the Unit.
- ix. Association Formation Charges @Rs.21/- per sq. ft. Built-up area basis.
- ff. to observe such other covenants as be deemed reasonable by the Promoter and/or the Association / Maintenance Company from time to time for the common purposes.
- gg. The Allottee is aware that the Promoter has undertaken the construction of the said Project by following the norms and practices applicable to Green and Health & wellness rated Buildings. The Promoter has applied for pre-certification as a Green Building and Health & Wellness Certification by Indian Green Building Council (IGBC) and the Allottee(s) consents to comply with the following guidelines in this regard:
 - i. Smoking should be strictly banned within the Premises/Building
 - ii. Project has provided with fresh air system with filtration system to maintain good IAQ. Sub-Lessee must have to distribute the fresh air in each occupied space (reception, open office, cabins, conference rooms etc.) from the fresh air duct. Fresh air must be distributed as per ASHRAE 62.1:2010
 - iii. Must use the LED lighting for interior lighting. The LPD (Lighting power density) must be 20% lesser than ASHRAE design baseline.
 - iv. Must use the green housekeeping chemicals (GS-37 certified or Green Pro certified) to keep good indoor air quality.
 - v. Must use the CFC and HCFC free refrigerant during HVAC selection (if any).
 - vi. Must use low VOC paints, adhesives and sealants
 - vii. Use of low flow water fixtures (40% below than IGBC baseline) during renovation (if any)

- viii. Spaces and furniture should be ergonomically designed as per Time Saver Standards for interior designing Space Planning/ Metric Handbook - Planning & Design Data/ ISO 6385:2004 - Ergonomic Principles in the Design of Work Systems or any other equivalent standard for the applications like space planning, private office designing, conference room designing, reception area designing, furniture designing etc.

SCHEDULE-A
(SAID LAND)

ALL THAT piece or parcel of land measuring 1.06 acres in Plot No. N-1 situate and lying in Block EP &GP, Sector – V, Bidhannagar in District of North 24 Paraganas, Pin- 700 091, within Police Station - Electronics Complex, Sector - V, Bidhannagar, Sub-Registration Office Bidhannagar, Salt Lake and butted and bounded as follows:—

On the North	:	15 meters wide road
On the South	:	17.04 meters wide road
On the East	:	15 meters wide road
On the West	:	PLOT NO. A ₁ -2 & A ₁ -3

SCHEDULE-A1
(DETAILS OF ACQUISITION OF THE SAID LAND)

WHEREAS by a virtue of a deed of lease (hereinafter referred to as the “Original Lease Deed”) dated 19th January 1987 made between the Governor of the State of West Bengal therein referred to as the Lessor of the First Part and West Bengal Electronic Industry Development Corporation Limited (WEBEL), therein referred to as the Lessee (Principal Lessee) of the Other Part and registered with the office of the Registrar of Assurances, Calcutta on 21st February, 1987, Recorded in Book No. I Volume No. 56 Pages 266 to 277 Being No. 1856 for the year 1987, the Lessor therein demised unto and to the Lessee therein being the Sub-Lessor herein, **ALL THAT** piece and parcel of land measuring 87.55521 acres more or less in Block – EP & GP, Sector - V of Bidhannagar in the District of 24 Paraganas North (**Entire Land**) more fully mentioned in the Schedule thereunder written and the First Schedule hereunder for a term of 999 years and on the terms and conditions contained therein.

AND WHEREAS under the said Original Lease Deed, the Principal Lessee has been authorized to sub-divide and sub-let the Entire Land for the purpose of setting up of different units of Electronic Industry only.

AND WHEREAS the Principal Lessee at its own cost has developed the Entire Land demised under the Original Lease Deed by filling and leveling the land, constructing roads, sewerage systems making provision for power lines, water supply network and has at considerable cost made the said Entire Land suitable for setting up of electronic units (hereinafter referred to as the Electronic Complex).

AND WHEREAS by a Letter of Allotment dated 17th May, 1990, the Principal Lessee had agreed to grant sub lease to Webel SL Energy Systems Limited (now known as Websol Energy System Limited) and the said Webel SL Energy Systems Limited agreed to accept a Sub Lease in respect of a plot comprised in the said Entire Land for a term of 90 years for the purpose and on the conditions mentioned therein.

AND WHEREAS the Principal Lessee by a virtue of a deed of sub-lease dated 24th March, 1993 duly registered with the Registrar of Assurances, Calcutta, recorded in Book No. I, Volume No. 263, Pages 209 to 136 Being No 4303 for the year 1993 (hereinafter referred to as the Deed of Sub-Lease), has granted Sub-Lease in favour of the said Webel SL Energy Systems Limited (now known as Websol Energy System Limited) (hereinafter referred to as the erstwhile Assignor) in respect of

ALL THAT piece and parcel of land measuring 1.06 acres more or less being Plot No. 1 at Block EP & GP, Sector V, Salt Lake, Kolkata (Said Land) and morefully described in the Schedule A here above for the consideration and subject to the terms and conditions contained and recorded in the said Deed of Sub-Lease.

AND WHEREAS by a Deed of Rectification/Declaration dated 23rd March, 2001 made between the Governor of the State of West Bengal, therein referred to as the Lessor of the First Part and the said Principal Lessee, therein referred to as the Lessee of the Other Part, duly registered with the Additional District Sub-Registrar, Bidhannagar, in Book No. I, Vol No. 120, Pages 93 to 97, Being No. 2289 for the year 2001, thereby Clause 2 (vii) of the Original Lease Deed was amended and/or modified to the extent that the said Principal Lessee was authorized to allow its sub-lessee(s) to construct built-up spaces and to grant second sub-lease of the surplus floor area space to genuine entrepreneurs as may be approved by the said Principal Lessee.

AND WHEREAS the said erstwhile Assignor after obtaining necessary permissions duly set up an electronics unit for the purpose of manufacturing solar cells and modules at the Said Land.

AND WHEREAS the said manufacturing unit at the Said Land was subsequently closed down and it was decided by the erstwhile Assignor to construct a B+G+19 storied IT Park at the Said Land.

AND WHEREAS by a fresh Certificate of Incorporation issued by the Registrar of Companies, West Bengal, dated 20th October, 2009 the name of the erstwhile Assignor changed from Webel – SL Energy Systems Limited was changed to WEBSOL Energy Systems Ltd.

AND WHEREAS the erstwhile Assignor for construction of B+G+19 storied IT Park Building at the Said Land has obtained a provisional No Objection Certificate being Memo. No. WBFES/848/11/ Bidhan-IT/60/06(67/06) dated 30th May, 2011 from the Department of Fire and Emergency Services, Government of West Bengal and also obtained various other approvals including environmental clearances *inter alia* for construction of a IT Park building.

AND WHEREAS in order to obtain finance for working capital, the erstwhile Assignor obtained loans under various financing documents from Allahabad Bank and Federal Bank, with the consent of said Principal and the said Principal vide its letter dated 12th August, 2004 had also granted its no objection for creation of equitable mortgage or charge of the leasehold interest of the Said Land in favour of Allahabad Bank and Federal Bank.

AND WHEREAS Federal Bank thereafter assigned its said loan along with the security of the Said Land in favour of Allahabad Bank and consequently the Federal Bank by its letter dated 13th July, 2017 accorded satisfaction of its charge over the Said Land.

AND WHEREAS the said loan of the Assignor with Allahabad Bank became irregular and in terms of Section 13 (2) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, (SARFAESI Act), the Authorized Officer of Allahabad Bank issued a Demand Notice dated 21st May, 2013 calling upon the erstwhile Assignor to repay the amount due and payable by it and mentioned in the said notice within 60 days from the date of receipt of the said notice.

AND WHEREAS subsequently by an Assignment Agreement dated 18th February, 2016 Allahabad Bank has assigned unto and in favour of the Assignee therein the loan disbursed under the financing documents including the security interests created over the Said Land absolutely and forever in favour of Invent Assets Securitisation and Reconstruction Private Limited (Invent).

AND WHEREAS upon acquiring such financial assets/debts of the erstwhile Assignor from Allahabad Bank in exercise of the powers contained in Section 13 (2) of the SARFAESI Act, 2002 the Section 13 (4) of the SARFAESI Act, 2002 read with Rules 8 & 9 of the Security Interest

(Enforcement) Rules, 2002, the Authorised Officer of the said Invent took over possession of the Said Land in terms of Possession Notice dated 18th October, 2019.

AND WHEREAS the Authorised Officer of the said Invent, in exercise of the powers conferred under the provisions of the SARFAESI Act, 2002, also published sale notice in Financial Express and Dainik Statesman on 20th December, 2019, to sell the Said Land under the provisions of the said Act of 2002 thereby inviting bids from the public at large.

AND WHEREAS pursuant to such publication of the sale notice 2 (two) numbers of bids were received by the Authorised Officer of the said Invent and at an auction of the Said Property held on 22nd January, 2020 Merlin Projects Limited, the Promoter herein, emerged as the highest bidder.

AND WHEREAS by a letter dated 22nd January, 2020 the Authorized Officer of the said Invent, intimated the Promoter herein that they are the highest bidder at the auction held for sale and/or transfer of the demised property and by a letter of even date, the Authorized Officer of the said Invent also agreed to transfer the leasehold interest of the Said Land in favour of the Promoter subject to payment of the entire bid amount within 15th March, 2020, The Promoter has duly paid the sale consideration amount to the said Invent and the Sale Certificate has duly been executed by the said Invent in favour of the Promoter in terms of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002.

AND WHEREAS the Promoter on behalf of the erstwhile Assignor the requisite permission fees to the Principal Lessor and has obtained necessary permission for assignment of the Said Land in favour of the Promoter.

AND WHEREAS the erstwhile Assignor along with said Principal Lessee as Sub-Lessor and the said Invent as Confirming Party by virtue of a Deed of assignment dated 8th September 2020 duly registered at the office of Additional Registrar of Assurances – IV, Kolkata, recorded in Book No. I, Volume No. 1904-2020, pages from 244576 to 244635, being No. 190404136 for the year 2020, has assigned the lease hold interest of the Said Land for the unexpired residue of the terms of the Deed of Sub Lease dated 24th March, 1993, with option of successive renewal for another 2 (two) terms of 90 years each to the Promoter.

AND WHEREAS in pursuance of the aforesaid the Promoter entitled to all right and interest in respect of the Said Land.

SCHEDULE-A2
(UNIT)

All That the IT/ITES Space bearing No.on the.....floor, measuring
Square Feet Built-up Area and corresponding **Carpet Area** of**Square Feet** with right of enjoyment in the Common Areas and Installations comprised in the Building Merlin ‘The Summit’ at the said Premises described in the **First Schedule** hereinabove written and shown in the **Plan** annexed hereto, duly bordered thereon in “**Red**”. With right to park 1 medium sized car in the available car parking space of the floor.

SCHEDULE-B
(CONSIDERATION AMOUNT)

Consideration amount for the Unit Rs./-

Total Consideration amount **Rs.**/-
=====

(RupeesOnly).

**SCHEDULE-C
(PAYMENT PLAN)**

Sl. No.	Particulars	Percentage of Consideration
1	Application / Booking of unit	10%
2	Within 15 days from date of Execution of Agreement	10%
3	On commencement of Piling work	10%
4	On Completion of Deck slab	5%
5	On Completion of 3 rd floor slab casting	5%
6	On Completion of 6 th floor slab casting	5%
7	On Completion of 10 th floor slab casting	5%
8	On Completion of 14 th floor slab casting	5%
9	On Completion of 20 th floor slab casting	5%
10	On Completion of 23 rd floor slab casting	5%
11	On Completion Roof	5%
12	On commencement of Lift work	10%
13	On commencement of External Facade Glazing	10%
14	On Completion Certificate/Possession + Ass. Formation Ch., Electricity Security Deposit, 12 months' Adv. Mant. Charges & 12 months' Adv. Mant. Deposit	10%

Note:

All amount payable above to be paid together with applicable GST and other statutory charges payable from time to time.

**SCHEDULE-D
(SPECIFICATIONS, AMENITIES & FACILITIES)**

Building Type	: Reinforced cement concrete on piles & pile caps.
Foundation	: Reinforced cement concrete on piles & pile caps.
Structure	: Reinforced cement concrete frame structure and walls of energy efficient AAC blocks / Fly Ash Bricks as per design.
Treatment	: Anti-termite treatment during various stages of construction.
Elevation	: Iconic Tower meticulously designed and externally having a combination of glazing & ACP / Stone / Ceramic / Metal Cladding / Fabric / Texture

Paint / Paint which is a mix of anti-fungal and texture/acrylic emulsion paint to increase durability and prevent fungae.

Entrance Lobby : Floor Granite / Marble / Tiles or equivalent material in pattern as per consultant design & specification, wall Mix of Marble / Granite / wooden paneling / Paints/Metal or equivalent as per consultant design & specification with False Ceiling with Light fixtures as per consultant design & specification.

Typical floor Lobby (Office Floors) : Flooring Vitrified Tiles as per consultant design & specification, wall Mix of Marble / Granite / wooden paneling / Paints/Metal or equivalent as per consultant design & specification with False Ceiling with Light fixtures as per consultant design & specification. .

Service Lift Lobby / Parking Floor Lift Lobby/ Staircase : Flooring IPS or Equivalent as per consultant design & specification, wall Putty / Gypsum plaster with emulsion paint as per consultant design & specification with Ceiling Putty / Gypsum plaster with emulsion paint as per consultant design & specification.

Office Unit:

Wall : Interior: Plaster, putty finishes smooth walls.
Exterior: Plaster and combination of antifungal & textured/acrylic emulsion paint.

Ceiling : Plaster & Putty Finish.

Flooring : Cement screed/IPS.

Main Door : Flush door or Equivalent

Hardware & Fittings Branded locks and hardware fittings of reputed make

Windows Top Hung windows with limited opening as per facade design and specification

Electrical Electrical connection will be provided to a single point in the office Unit

AC Provision Dedicated space for VRV/VRF ODU within the office unit

Toilet with Office Units

Flooring : Anti-skid Ceramic Tiles as per consultant design & specification

Wall : Designer Ceramic Tiles upto 7 feet height as per consultant design & specification

Ceiling : Plaster & Putty Finish
Door : Flush door or Equivalent.

Hardware & Fittings Branded locks and hardware fittings of reputed make

Sanitary ware Kohler/ Roca/Grohe or Equivalent make

CP Fittings	Jaquar/ Kohler or Equivalent make
Waterproofing	Waterproofing as per requirement
<u>Common Toilets</u>	
Flooring	: Anti-skid Ceramic Tiles as per consultant design & specification
Wall	: Designer Ceramic Tiles upto 7 feet height as per consultant design & specification
Ceiling	: Plaster & Putty Finish
Door	: Flush door or Equivalent.
Hardware & Fittings	: Branded locks and hardware fittings of reputed make
Sanitary ware	: Kohler/ Roca/Grohe or Equivalent make
CP Fittings	: Jaquar/ Kohler or Equivalent make
Waterproofing	: Waterproofing as per requirement
Passenger Lifts/ Service Lift	: Otis / Schindler / Kone/Mitsubishi or Equivalent make.
Fire Prevention	: Fire detection & protection system as per recommendation of West Bengal Fire & Emergency Services
Power back up	: 100% Power Backup for Offices, Common Areas & Utilities
Security	24X7 round the clock security Security surveillance facility with CCTV on common areas Access control features within lifts & ground floor lift lobbies Access control features within lifts & ground floor lift lobbies Integrated Building Management System of reputed Make
Green Initiatives	: Pre-Certified IGBC Gold Rating, Pre-Certified IGBC Health and Wellbeing Rating, Organic waste management, Water efficient fixtures, Rainwater harvesting, Ample green space with use of native plants in the landscape, , Low VOC materials, Use of LED lights in Common areas and Provision of Treated Fresh Air.
Health & Safety	: 24 hour water supply from Municipal Authority, treated through Water Treatment Plant, Anti-termite treatment during various stages of construction, Superior quality waterproofing wherever necessary, Quality earthing for entire project, Automatic changeover system for DGs and Sufficient project illumination through compound, street & indoor lighting within the project as per consultant design

SCHEDULE-E
(COMMON AREAS, AMENITIES & FACILITIES)
(As designed and proposed by Consultants)

1. Driveway
2. Security Room
3. Entrance lobbies
4. Staircases and such other commons areas earmarked for Common use
5. Common toilets in the building
6. Electrical Meter rooms
7. Overhead Water Tank
8. Underground Water Reservoir
9. Stair Head Room
10. Lift Machine Rooms
11. Lifts
12. Electrical installations
13. DG Generator sets and control panels for optimum Power Backup for common area as well as Unit
14. Treated Water supply from Local Authority
15. Surveillance facility with CCTV on floor common areas
16. Firefighting system
17. Evacuation points and refuge platforms for occupants' safety
18. Energy efficient LED lightning in common areas
19. The "Said Land"
20. Solar Power provision as per Norms

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

SIGNED AND DELIVERED BY THE
WITHIN NAMED PROMOTER

Please affix
Photographs and
Sign across the
photograph

Signature:

SIGNED AND DELIVERED BY THE
WITHIN NAMED ALLOTTEE(S):
(Including joint buyers)

Please affix
Photographs and
Sign across the
photograph

(1) Signature:

Please affix
Photographs and
Sign across the
photograph

(2) Signature:

At _____ on _____ in the presence of:

WITNESSES:

1. Signature:
Name:

Address:

2. Signature :
Name:
Address: