

FORMAT

AGREEMENT FOR SALE

This Agreement for Sale (“**AGREEMENT**”) executed on this day of 2023

BY AND BETWEEN

SHREE KRISHNA REALCON (PAN ABMFS7675J) a partnership firm incorporated and registered under the Partnership Act, 1932, having its registered office at Shree Krishna Chambers, Unit No.1E, Block-B, 5th Floor, 78, Bentinck Street, Police Station: Bowbazar, Post Office: Bowbazar, Kolkata-700001, represented by its constituted attorney namely _____ (**PAN : _____**) (**Aadhaar No.** _____), son of _____ residing at _____ hereinafter referred to as the “**Owner**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the partners for the time being of the said partnership business or such other person and/or persons who may be taken in and/or admitted as partner and/or partners of the said partnership business or such other persons and/or persons who may carry on the business of the said partnership firm and their respective heirs, legal representatives, executors, administrators and assigns) **of the FIRST PART.**

AND

SKIEYS ALMONDREAL LLP (PAN: AEDFS1428P)(LLPIN AAR-6849), a limited liability partnership incorporated and registered under the Limited Liability Partnership Act, 2008, having its registered office at 1002, E M Bypass, Front Block, Post office : Dhapa, Police Station: Pragati-Maidan, Kolkata-700105, vide a Board resolution dated _____ appointed its Designated Partner PS Group Realty Private Limited (**PAN AABCP5390E**) represented by its Authorised Signatory Mr _____ (PAN _____) [Aadhar No. _____] working for gain at 1002, E M Bypass, Police Station: Pragati Maidan, post Office : Dhapa, Kolkata – 700 105, hereinafter referred to as the “**Promoter**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the partners for the time being of the said partnership business or such other person and/or persons who may be taken in and/or admitted as partner and/or partners of the said partnership business or such other persons and/or persons who may carry on the business of the said partnership firm and their respective heirs, legal representatives,

executors, administrators and assigns) of the **SECOND PART**

[If the Allottee is a company]

[](CIN no.)(PAN) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at [], represented by its authorized signatory Mr. [], (PAN[], (Aadhaar No. [], son of[], residing at [], duly authorized vide board resolution [] hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) **of the THIRDPART.**

[OR]

[If the Allottee is a Partnership]

[], a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at[], (PAN[], represented by its authorized partner [], (Aadhaar No [], son of [], residing at [], duly authorized vide [] hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof he deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their permitted assigns) **of the THIRDPART.**

[OR]

[If the Allottee is an Individual]

Mr./Ms. [] (Aadhaar No []son/ daughter of[], aged about[] years, residing at[] ,hereinafter called the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) **of the THIRD PART.**

[OR]

[If the Allottee is a HUF]

Mr. [] (Aadhaar No[]) aged about[], son of[], residing at[], for self and as the Karta of the Hindu Joint Mitakshara Family known as *•+HUF, having its place of business / residence at[

] (PAN: []) hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said []HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRDPART.**

(Please insert details of other Allottee(s) in case of more than one Allottee)

The Owner, Promoter and the Allottee shall hereinafter collectively be referred to as the “**PARTIES**”and individually as a “**PARTY**”.

WHEREAS:

- A. The Owner has represented and warranted to the Developer that it is the sole owner of and is absolutely seized and possessed of and/or sufficiently entitled to ALL THAT piece and parcel of the land together with structure standing thereon and comprised in Municipal Premises No.223C, Satin Sen Sarani previously Manicktola Main Road, P.O. Kankurgachi, P.S. Narkeldanga, Kolkata-700054. The Owner has represented to the Developer that the ownership of and the freehold title to the said Land has devolved unto the Owner herein vide a Deed of Conveyance dated 22 October 2008 and registered at the office of the Registrar of Assurances-I, Kolkata and recorded in Book No. I, CD Volume No.6, Pages 5863 to 5892 Being No. 02596 for the year 2008 executed by Debashis Adhikari, Debkumar Adhikari, Prosenjit Adhikari, Smt. Arunima Devi, Ankita Adhikari and Smt. Jayasri Devi, therein collectively referred to as the vendors, in favour of the Owner herein, therein referred to as the Purchaser. The Owner has got its name mutated in the records of the Kolkata Municipal Corporation under Assessee No. 110301400408.
- B. The Promoter has represented to the Allottee that:
- (i) The Owner is the absolute and lawful owner of the property more fully described in **Part – I of Schedule A** hereto which was purchased by the Owner from time to time (hereinafter referred to as “**the Said Land**”)

- (ii) The vesting of ownership of the Owner is more fully described in **Part – II of Schedule A** hereto (**“Title”**)
- C. By and under a Development Agreement dated 21st February 2023 made between the Owner and the Promoter hereto as Developer therein and registered with the office of ARA-IV, Kolkata in Book No. I, Volume No. 1904-2023, Pages 159040 to 159088, Being No. 190402916 for the year 2023, the Owner has granted the exclusive right of development in respect of the said Land and construction of a new partly residential and partly commercial project, in favour of the Promoter herein, which the Promoter had agreed to undertake for the consideration and on the terms and conditions contained therein.
- By a Supplementary Development Agreement dated 12th July, 2023 made between the Owner and the Promoter hereto as Developer therein and registered with the office of ARA-IV, Kolkata in Book No. I, Volume No. 1904-2023, Pages 493678 to 493696, Being No. 190410030 for the year 2023, the allocation of the Owner and Developer/Promoter was further modified and the final allocation of the constructed areas was recorded between the parties thereto and the said Development Agreement dated 21st February, 2023 and Supplementary Development Agreement dated 12th July 2023 are hereinafter collectively referred to as “the Development Agreements”.
- D. The said Land is earmarked for the purpose of building partly residential and partly commercial project comprising of two towers each having ground plus upper ground plus sixteen storied (G+UG+XVI) upper floors containing several apartments, showrooms, Offices, common areas and other facilities and various car parking spaces (hereinafter referred to as the **“Building”**) as per plan sanctioned by the Kolkata Municipal Corporation vide Plan No. 2022030106 dated 9th March 2023 (hereinafter referred to as the **said Plan** and shall include all alterations and/or modifications made thereto from time to time and as may be permitted by the authorities concerned) (the Project Land with the building to be constructed thereon hereinafter referred to as "the Project").The project shall be known as Quintessa (**“Project”**).
- E. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title, and interest of the Promoter/Owner regarding the said Land on which Project is to be constructed have been completed.
- F. The intimation for commencement of construction of works relating to the Project has been

submitted by the Promoter/Owner with the Kolkata Municipal Corporation and received by the Building Department, Kolkata Municipal Corporation on 31.10.2023.

- G. The Promoter has obtained the said sanctioned plans and finalized the specifications for construction and obtain other necessary approvals, if any, for the Project. The Developer has, under the said Development Agreement, exclusive rights to sell transfer and convey the entire units and other transferable spaces and rights in the Project and to receive the price and other amounts in respect thereof. The Promoter agrees and undertakes that except as contained in clause J and elsewhere in this agreement, it shall not make any changes to the layout plans, if any, except in strict compliance with section 14 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “Act”) and/or other laws as applicable.
- H. The Promoter has registered the Project as a separate Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority (“Authority”) at Kolkata on [] under Registration No. [].
- I. The Allottee had applied to the Promoter for allotment of a commercial unit/apartment in the Project vide (“Application”, details provided in Part V of Schedule B) on the terms and conditions recorded therein, in pursuance whereof, the Promoter has provisionally allotted in favour of the Allottee (“Allotment Letter”, details provided in Part VI of Schedule B). All that the commercial unit/apartment described in Part - I of Schedule B hereunder written (“Said Apartment”) along with such number(s) of car parking space(s), if any, to be earmarked, identified and designated by the Promoter at the Building and/or the Said Project to be used by the Allottee as permissible under the applicable law and to be considered as “limited common area” within the meaning of West Bengal Apartment Ownership Act 1972, as stated in Part - II of Schedule B hereunder written (“Car Parking Space”) for the parking of private medium sized/standard car(s) owned by the Allottee within such space(s), subject to and on the terms and conditions recorded in the Application and the Allotment Letter and the general terms and conditions forming a part of and/or governing the said provisional allotment and/or the Allotment Letter, and further subject to the Allottee making payment of the consideration amount as well as all other dues, deposits, costs and expenses, each of which were unconditionally accepted by the Allottee, with the tentative floor plan of the Said Apartment being annexed hereto, marked as Part III of Schedule B in accordance with the Specifications, marked as Part IV of Schedule B hereto together with the irrevocable right to use the common

areas, parts, portions, installations and facilities of the Project in common with the remaining allottees of the Project (hereinafter collectively referred to as the “Common Areas”, and more particularly described in Schedule- D hereto) (the Said Apartment along with the Car Parking Space and pro rata share in the Common Areas are hereinafter collectively referred to as “Said Apartment And Properties Appurtenant Thereto”).

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

- N. 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.
- O. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to take purchase of the Said Apartment And Properties Appurtenant Thereto as specified in **Paragraph H** of the recitals and the Owner hereby agree to confirm such sale in favour of the Allottee..

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

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee, and the Allottee hereby agrees to purchase on the Said Apartment And Properties Appurtenant Thereto, all as specified in Recital H hereinabove;
- 1.2 The total price (excluding Goods & Service Tax) for the Said Apartment And Properties Appurtenant based on the carpet area of the said Apartment is Rs. _____ (Rupees _____) only . In addition thereto the Allottee has agreed to pay the Extra Charges and Deposits and the Taxes all hereinafter collectively referred to as "**Total Price**". The break-up and description of the Total Price is as follows:

Sl. No.	Tower No. _____	Rate of Apartment per square feet (to be derived from amounts as per carpet area).
	Apartment No. _____ Type Standard Floor _____	Rs. _____/-
	Exclusive balcony or verandah	Included in Total Price above
	Parking - ___ (_____)	_____
a)	Apartment Price (in rupees) without Taxes	Rs. _____/-
	a1) Taxes (The Goods and Service Tax and any other applicable tax on the Unit Price shall be payable by the Allottee as per prevalent rates)	As per prescribed rates, currently being 5% amounting to Rs. _____
b)	Extra Charges (in rupees) without Taxes	
b1)	Transformer Charges & Electricity Charges- This amount is payable for the said Apartment as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Developer in making arrangement with CESC or any other Authority for providing and installing transformer at the said Project.	Rs. _____/-

	Provided the Allottee shall pay the Deposit to CESC directly on account of Individual Meter.	
b2)	Legal and Documentation Charges	Rs. _____/-
b3)	Association Formation Charges	Rs. _____/-
b4)	Diesel Generator Power Backup- This amount is payable for the installation of Diesel Generator (“DG”) for power backup to run the basic facilities in the Project. The maximum load that will be provided for _____ Apartment – _____ KW / _____ Apartment – _____ KW,	Rs. _____/-
b5)	VRV Air Conditioning Charges	Rs. _____/-
b6)	Club Development Charges	Rs. _____/-
b7)	Taxes (The Goods and Service Tax and any other applicable tax on the Unit Price shall be payable by the Allottee as per prevalent rates)	As per prescribed rates, currently being ____% amounting to Rs. _____
c)	Deposits	
c1)	Towards provisional Maintenance Corpus/Sinking Fund. This amount is payable as funds for future repairs replacement, improvements and developments in the said Project. This amount shall be and/or may be adjusted against any arrears in	Rs. _____/-

	maintenance charges and/or applicable taxes as the Promoter or the Association deem fit and proper.	
	c2) Advance Maintenance Charges	Rs. _____/-
	C3) Property Tax Deposit	Rs. _____/-
d)	Apartment Price as mentioned in Sl. No. a, Extra Charges as mentioned in Sl. No. b and its sub clauses except b7 and Deposits as mentioned in Sl. No. c and its sub clauses	Rs. _____/-
e)	Total Price as per Clause (d) (including Taxes).	Rs. _____/-

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Said Apartment And Properties Appurtenant Thereto;
- (ii) The 'Taxes' component of the Total Price includes taxes payable by the Allottee (comprising of both tax paid as well as payable by the Promoter by way of Value Added Tax, Service Tax, CGST, SGST, Cess or any other similar tax which may be levied in connection with the construction of the Project by the Promoter) up to the date of handing over of possession of the Apartment to the Allottee or the date of execution of the Assignment Deed 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 to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 15 (fifteen) days from the date of demand by the Promoter within the time and in the manner specified in Schedule-C. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
 - (iv) The Total Price in respect of the Said Apartment And Properties Appurtenant Thereto includes recovery of consideration of Car Parking Space and pro rata share in the Common Areas
- 1.2 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the Competent Authority and/or any other increase in charges, which may be levied or imposed by 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.
- 1.3 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule- 'C'** (hereinafter referred to as the **"PAYMENTPLAN"**).
- 1.4 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at such rate as may be mutually agreed by the Promoter for the period by which the respective installment 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.
- 1.5 Except as disclosed to the Allottee in this Agreement (including in Clause J above) it is

agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings, amenities described herein in respect of the Said Apartment And Properties Appurtenant Thereto or the Project, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may, at its sole discretion, against extra costs payable by the Allottee, make such minor additions or alterations as the Allottee may require or make such minor changes or alterations in accordance with the provisions of the Act.

- 1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building/Tower is complete and the Completion Certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement or if no rate is specified then on the pro rate basis. No claim by either party on any variation of carpet area or increase or decrease of Total Price shall be made after expiry of 15 days of issuance of notice by the Promoter to the Allottee to take possession of the Unit
- 1.8 Subject to Clause 9.3 and subject to their being no delay or default in payments and compliances by the Allottee hereunder, the Promoter agrees and acknowledges, the rights of the Allottee shall have the right to the Said Apartment And Properties Appurtenant Thereto as mentioned below;
- (i) The Allottee shall have exclusive ownership right of the Apartment.
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. 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 Promoter, Owners, other co-owners, occupants, maintenance staff etc. without causing any inconvenience and hindrance to them and as per rules made in this respect including the House Rules. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall convey undivided proportionate title in the Common Areas to the association of allottees as provided under the Act; and

- (iii) That the computation of the Total Price in respect of the Said Apartment And Properties Appurtenant Thereto includes recovery of price of appertaining land, construction of not only the said Apartment but also proportionately the common areas, internal development charges as per agreed specifications, external development charges as per agreed specification, taxes, cost of providing up to the Apartment the electrical connectivity, fire detection and fire fighting equipment in the common areas (if applicable) and includes cost for providing all other facilities as provided within the Project.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with Car Parking Space (if any) shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering on the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the allottees of the Project.

1.10 It is understood by the Allottee that the commercial portion i.e ground plus four floors in the front block/tower and the Allotted Area along with any other spaces as determined by the Promoter shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972. A separate association/company may be formed by the Promoter to manage the Commercial Portion and the Allotted Area, however the Commercial Portion (defined

below) and Allotted Area(defined below) shall be liable to pay the maintenance charges in respect of the part and portion used by the allottees of the Commercial Portion and the Allotted Area in common with the allottees of the residential portion.

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

1.12 The Allottee has paid a sum equivalent to 10% of the Total Price (excluding Extra Charges, Deposits and Taxes) as booking amount being part payment towards the Total Price of the Apartment And Properties Appurtenant Thereto at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the balance of the Total Price of the Apartment And Properties Appurtenant Thereto as prescribed in the Payment Plan mentioned in **Schedule-C** as may be demanded by the Promoter within the time and in the manner specified therein:

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

2. **MODE OF PAYMENT:**

Subject to the terms of this Agreement and Promoter abiding by the construction milestones, the Allottee shall make all payments, on a written demand by the Promoter, within the

stipulated time as mentioned in the Payment Plan described in **Schedule-C** through A/c Payee cheque/demand draft or online payment (as applicable) in favour of “**SKIEYS ALMONDREAL LLP**” payable at Kolkata.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

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

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

5. **TIME IS ESSENCE:**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall, subject to Force Majeure, abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the Completion Certificate. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C (“Payment Plan”).

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

(i) The Allottee has seen the specifications, amenities and facilities in respect of the Apartment and accepted the payment plan, floor plans, layout plans annexed herewith 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, specifications. 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 Kolkata Municipal Corporation and shall not have an option to make any major variation/alteration/modification in such plans, other than in the manner provided under this Agreement and the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

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

7.1 **Schedule for possession of the Said Apartment And Properties Appurtenant Thereto:** The Promoter agrees and understands that timely delivery of the possession of the Said Apartment And Properties Appurtenant Thereto to the Allottee along with ready and complete Common Areas of the Project is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Said Apartment And Properties Appurtenant Thereto on 30th April, 2028 with a grace period of 6 (six) months, unless there is a delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting regular development of the Project (herein after **“Force Majeure”**). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to extension of time for the delivery of possession of the Said Apartment And Properties Appurtenant Thereto.

Provided, that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it become impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from allotment within 45 (forty-five) days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/she/it/they 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 Occupancy Certificate by the competent authority (**“Outgoings Payment Commencement Date”**) , shall offer in writing the possession of the Said Apartment And Properties Appurtenant Thereto (provided the Allottee is not in breach of any term or condition mentioned herein) to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee (**Possession Notice**). The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agrees(s) to

pay the maintenance charges as determined by the Promoter/ association of allottees, as the case may be. The Promoter, on its behalf shall offer possession to the Allottee in writing within 60 (sixty) days of receiving the completion certificate of the Project/Building containing the Apartment.

7.3 Failure of Allottee to take possession of the Said Apartment And Properties Appurtenant Thereto: Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee shall take possession of the Said Apartment And Properties Appurtenant Thereto from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Said Apartment And Properties Appurtenant Thereto to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2, such Allottee shall however be liable to pay maintenance charges as specified in Clause 7.2 such Allottee shall however be liable to pay maintenance charges as applicable (**Deemed Possession**).

7.4 Possession by the Allottee:
After obtaining the Occupancy Certificate or Completion Certificate and handing over physical possession of the Said Apartment And Properties Appurtenant Thereto to the Allottee, it shall be the responsibility of the Promoter to hand over necessary documents and plans, including Common Areas, Amenities and Facilities to the Association of allottees or the competent authority, as the case may be, as per the local laws.

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

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation.

7.6 Compensation: The Owner shall compensate the Allottee in case of any loss caused to him due to defective title of the said Land, on which the Project is being developed or has

been developed, in the manner as provided under the Act and the claim of interest and compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Said Apartment And Properties Appurtenant Thereto (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 7.1; or (ii) due to discontinuance of his business as a Developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Said Apartment And Properties Appurtenant Thereto, with interest at the rate specified in the Rules including compensation in the manner as provided under the Act within 45 (forty-five) days of it becoming due.

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Said Apartment And Properties Appurtenant Thereto.

8 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Owner and the Promoter hereby respectively represent and warrant to the Allottee as follows:

- (i) The Owner have absolute, clear and marketable title with respect to the said Land; and Promoter has requisite rights to carry out development upon the said Land and absolute, actual physical and legal possession of the said Land;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project except the Promoter has got a facility sanctioned by _____ for providing loan to the Promoter for construction of the Project (hereinafter referred to as the “Financial Arrangement”

which expression shall include any addition or modification of the loan so sanctioned and/or paid by the bank or financial institution to the Promoter) by mortgaging the Project on the said Land and the construction;

- (iv) There are no litigations pending before any Court of law with respect to the said Land or the Said Apartment And Properties Appurtenant Thereto;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, the said Land and the Said Apartment And Properties Appurtenant Thereto are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project and the Said Apartment And Properties Appurtenant Thereto and the Common Areas, if any;
- (vi) The Owner/Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee agreed to be created herein, may prejudicially be affected;
- (vii) The Owner/Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land including the Project and the Said Apartment And Properties Appurtenant Thereto which will, in any manner, affect the rights of Allottee under this Agreement.
- (viii) The Owner/Promoter confirms that the Owner/Promoter are not restricted in any manner whatsoever from selling the Said Apartment And Properties Appurtenant Thereto to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Conveyance Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Said Apartment And Properties Appurtenant Thereto to the Allottee and the Common Areas, Amenities and Facilities of the Project to the Association of allottees;
- (x) The Land is not the subject of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Land.
- (xii) The Promoter has duly paid and shall continue to pay and discharge all Government dues, rates, charges and taxes and other moneys, levies, impositions, premiums, damages and/or penalties and other outgoings whatsoever payable with respect to the Project to the Competent Authorities till the issuance of the Completion Certificate.
- (xiii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification has been received by or served upon

the Promoter in respect of the said Land and/or the Project.

(xiv) That the said Land is not a Wakf 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. The Promoter fails to provide ready to move in of the Said Apartment And Properties Appurtenant to the Allottee within the time period specified. For the purpose of this Clause, 'ready to move in' shall mean that the Apartment shall be in a habitable condition which is complete in all respects And Completion Certificate issued in this respect shall be conclusive proof of the same;
- ii. Discontinuance of the Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

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

- i. Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making 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 this Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the Total Price of the Said Apartment And Properties Appurtenant along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice.

Provided that where an Allottee does not intend to withdraw from the Project or

terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Said Apartment And Properties Appurtenant.

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 two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the RERA Act or Rules;
- ii. In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Said Apartment And Properties Appurtenant in favour of the Allottee and refund the money paid to it by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

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

The Promoter, on receipt of Total Price of the Said Apartment And Properties Appurtenant as mentioned in 1.2 above from the Allottee, shall execute a Deed of Conveyance and transfer to the Allottee the right, title and interest and convey the title of the Said Apartment And Properties Appurtenant together with proportionate indivisible share in, the Common Areas of the Project within 3 months from the date of issuance of Occupancy Certificate or Completion Certificate:

However, in case the Allottee fails to deposit the stamp duty and registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the Deed of

Conveyance in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority (ies)

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

11.1 The Promoter or its nominees shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of the allottees. The cost of such maintenance for 12 months has been included in the Total Price of the Apartment.

11.2 The maintenance for 12 months on account of Maintenance Deposit has been included in the Total Price of the Apartment. Further, such deposit shall be refunded on quarterly basis after receipt of upto date maintenance charges from the Allottees. Apart from the same, the Allottees undertake to make necessary monthly payments of maintenance charges as and when demanded by the Promoter after obtaining the completion certificate. In the event the Allottees fail to pay such maintenance charges then the Promoter shall be at liberty to appropriate such amount from the Maintenance Deposit/ Sinking Fund. However, the Allottees undertake to make necessary payments over and above such advance maintenance deposits, if necessary, for such maintenance as fixed by the Promoter at actuals; on the basis that the Association shall be formed after receiving of the Completion Certificate for the whole Project. The Promoter for providing the maintenance services of the project will be entitled to the administrative charges of a portion of maintenance expenses/charge as to be decided by the Promoter. In case the formation of the Association is delayed beyond the said period, the Promoter shall provide and maintain the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottees shall be liable to pay to the Promoter the charges for such maintenance as fixed by the Promoter at actuals

11.3 **Clauses in relation to maintenance of Project, infrastructure and equipment:**
Maintenance In-charge:

11.3.1 **Association:** Save and except the Commercial Portion and the Allotted Area, the Promoter

shall enable the formation of Association that may be formed under the West Bengal Apartment Ownership Act, 1972 (“Association”) by the allottees of the apartments in the Project and the Allottee hereby agrees to become a member of the Association and to sign, execute and register all documents required for formation of the Association and for its running and administration. The Promoter shall appoint consultants having knowledge in formation of Association and the Allottee agrees to do all acts, deeds and things as may be required by such consultant within the stipulated times and to pay the proportionate costs of formation and operationalization of the Association.

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

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

11.4 **Common Areas Related:**

11.4.1 The Building shall also contain certain Common Areas as specified in **Part I of SCHEDULE D** hereto which the Allottee shall have the right to use in common with the Promoter and other owners/allottees of the Project and other persons permitted by the Promoter.

- 11.4.2 Notwithstanding anything stated above, the allottees of the Commercial Portion and the Allotted Area shall be entitled to use only the Common Areas as specified in Part-II of Schedule D
- 11.4.3 Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the said Building or the Project shall be claimed to be part of the Common Areas by the Allottee either independently or in common with any other Co-owner. In particular and without prejudice to the generality of the foregoing provisions of this clause, the Parking Space including the Mechanical Parking System shall not be, nor be claimed to be part of the Common Areas and shall be considered as Limited Common Area as provided under West Bengal Apartment Ownership Act,1972.
- 11.4.4 Upon construction of the Buildings at the Project Land, the Promoter shall finally identify and demarcate portions to comprise in the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and for any other use and the areas so identified shall form part of the Common Areas.
- 11.4.5 The Promoter would provide right to use in the Common Areas in favour of the Allottee and if the laws for the time being in force otherwise requires transfer of Common Areas in favour of the Association, then such transfer shall be carried out in favour of the Association, to which the Allottee hereby agrees. If the formation of the Association does not take place prior to the agreed and/or prescribed date for execution or Conveyance Deed in respect of the Said Apartment in favour of the Allottee, then the transfer of the share in the Common Areas may be completed in favour the Association as and when formed and any related documentation and acts deeds and things shall be done by the Allottee and/or the Association and all stamp duty and other taxes, charges or costs to implement such transactions shall be borne and paid by the Allottee proportionately and/or the Association.

11.5 **Apartment Related:**

- 11.5.1 **Fittings & Fixtures:** Except those provided by the Promoter, all fit-outs to be put- up, erected and installed at or inside the Apartment including the interior decoration shall be done and completed by the Allottee at its own costs and expenses. In doing and carrying out the said fit-

out works, the Allottee shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the municipal, National Building Code and Fire Safety laws and rules and others and with minimum noise and without causing any disturbance or annoyance to the other co-owners. The Allottee shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the Fit-out works. The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in any way damage or destroy the beams and columns on the floor, ceiling and walls of the Apartment. The Allottee shall be responsible for all consequences, loss of life and property, damages or accidents that may occur due to breach or default on the part of the Allottee while carrying out any fit-out or other activity.

11.5.2 **Transfers by Allottee:** The Allottee may only after a period of 24 (twenty four) months from the date of execution of this agreement and that too upon taking prior written consent of the Promoter and against payment of the sum equivalent to Rs. 350/- per sq.ft on carpet area + applicable Taxes, in advance to the Promoter, get the name of his nominee substituted in his/her/their/its place and stead in the records of the Promoter as the Buyer of the said Apartment subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. Any such nomination shall be at the costs of the Allottee and/or the nominee and all stamp duty and registration charges, legal fees and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee or its nominee. Any tax, duty, imposition or levy including Income Tax or Goods and Service Tax arising due to any nomination by the Allottee shall be payable by the Allottee or its transferee but the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Promoter or to which the Promoter is likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Allottee in advance to Promoter and the Promoter may not give any consent to any such nomination or transfer without the receipt of such payment. The Allottee shall not, however, be entitled to assign or transfer this agreement for a period of 24 (twenty four) months from the date of execution hereof nor to let out, sell, transfer or part with possession of the said Apartment at any time until all the amounts, charges, outgoings and dues payable till such date by the Allottee to the Promoter in respect of the said Apartment are fully paid up and a No Dues certificate

is obtained by the Allottee from the Promoter.

11.5.3 **Area Calculations:**

- a. **Carpet Area of Apartment:** The carpet area for the Apartment or any other apartment shall mean the net usable floor area of such Apartment, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the Apartment.
- b. **Balcony Area:** The net usable area of the exclusive covered balcony/ies (if any) attached to the Apartment.
- c. **Open Terrace Area:** The net usable area of the exclusive open space (if any) attached to the Apartment.
- d. **Built-up Area:** The built-up area for the Apartment or any other Apartment shall mean the Carpet Area of such Apartment and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Apartment /Balcony and any other Apartment /Balcony and the niches/cupboard, elevation, treatment and the area covered by all other external walls of the such Apartment /Balcony.

11.6. **Parking Facility Related:**

11.6.1 In addition to those contained in clause J above, it is clarified that the Project could also contain spaces which are not forming part of the amenities and facilities mentioned in SCHEDULE D hereto and which could be used for parking. The Promoter hereby reserves right to allot parking rights in these parking areas exclusively to the allottees of the Apartments in the Project as limited common areas and who need the same and apply for the same within the period as may be stipulated by the Promoter and the Promoter may give preference to allottees who do not otherwise have parking space in the Project and/or against payment of the applicable maintenance charges to be decided by the Promoter and to be paid to the Association. It being agreed that the said maintenance charges shall be fixed and can only be increased with mutual agreement with Allottee to whom such _____parking space has been allotted.

11.6.2 The Allottee shall not have any parking facility until full and final payment of all sums due by the

Allottee in terms of this agreement and the Allottee further not being in default in complying his obligations as provided in this Agreement.

- 11.6.3 All unsold or un-allotted parking spaces shall be identified/demarcated and retained by the Promoter for disposal of the same at the consideration and/or in the manner deemed fit and proper by the Promoter.
- 11.6.4 Any scheme of numbering of parking spaces will be subject to further revision as per the discretion of the Promoter and the revised parking number shall be intimated to the Allottee upon such revision.
- 11.6.5 The Allottee agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the parking spaces to any other Allottee nor to disturb the use of the allotted parking space by the concern Allottee.
- 11.6.6 The Allottee hereby further warrants and confirms that the Allottee shall, upon formation of the Association and/or execution of Deed of Conveyance, as contemplated herein, cause such Association to confirm and ratify and shall not permit the Association to alter or change the allocation of Car Parking Spaces in the manner allocated by the Promoter to the various Allottees (including the Allottee herein) of the Apartments in the Buildings/Towers and the Project.
- 11.6.7 The Allottee is aware that the Car Parking Space shall interalia comprise of mechanised parking system which will always be a dependent parking. A parking facility is dependent if the to and fro movement of the vehicle from the allotted parking space to the driveway is dependent upon moving another parked vehicle . It has been agreed that the Allottees of two different Apartment may be allotted the same set of mechanized parking system which would have the provision to park two medium sized cars. The Allottee who parks the car earlier shall park it at the upper level and the Allottee who comes later shall park the car at the lower level of the mechanized parking system. As and when the Allottee who has parked the car at the upper level wishes to take out the car, the Allottee of the lower level shall co operate and remove his car and the keys of the Allottee of the lower level shall always be with the security personnel of the Project.
- 11.7 **House Rules:** The ownership and enjoyment of the Said Apartment, Parking Space, if any and the Common Areas by the Allottee shall be subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules below

(“House Rules”) which the Allottee shall be obliged and responsible to comply with strictly. The said House Rules are more particular provided in Schedule E hereunder written.

- 11.8 **Taxes and Outgoings:** The Allottee binds himself and covenants to bear and pay and discharge the following amounts, taxes, expenses and outgoings (“Taxes and Outgoings”):-
- a. Property tax and/or Municipal rates and taxes and water tax, (if any,) assessed on or in respect of the Apartment, Car Parking Space and/or any component related to the said Apartment directly to the Municipal Authority and any other appropriate authority Provided That so long as the same is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Land.
 - b. All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the said Apartment or any component thereof or the Building or the said Land and whether demanded from or payable by the Allottee or the Maintenance In-charge and the same shall be paid by the Allottee wholly in case the same relates to the said Apartment and proportionately in case the same relates to the Buildings or the said Land or any part thereof.
 - c. Electricity charges for electricity consumed in or relating to the Apartment.
 - d. Charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the said Apartment against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the said Apartment or any part thereof, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
 - e. Proportionate share of all Common Expenses to the Maintenance In-charge / Maintenance Agency from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-charge, maintenance charges calculated at the rate of Rs.120/- (Rupees One hundred twenty only) per Sq. Ft. per month (To be

adjusted from Maintenance Deposit (Effective from date of possession) - Or on actual whichever is higher only per square feet per month of the Unit area for CAM mentioned in clause 11.4.3(f) above. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-Charge at its sole and absolute discretion after taking into consideration the common services provided.

- f. Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Allottee.
- g. Goods and Service Tax and all other overheads in respect of the aforesaid outgoings and taxes payable by the Allottee as per prevalent rates.
- h. All penalty, surcharge, interest costs, charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

11.8.2 All payments to be made by the Allottee shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Allottee or in the letter box earmarked for the Apartment Provided That any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof and the Allottee shall bear and pay the same accordingly and without any delay, demur or default and without raising any objection of any nature whatsoever. Part payment will not be accepted after the due dates.

11.8.3 The maintenance charges does not include the costs and expenses for major repair, replacement, reinstatement etc., of the Common Areas and the Allottee shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance In-Charge from time to time. Furthermore, the maintenance charges and all such payments shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and any non-user or non-requirement thereof shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Allottee.

- 11.8.4 The liability of the Allottee to pay the aforesaid Taxes and Outgoings shall accrue with effect from the Liability Commencement Date.
- 11.8.5 In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Allottee under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance-in-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears along with penalties . Without prejudice to the liability of the Allottee to pay interest as aforesaid, in case the failure and/or default in any payment by the Allottee for two months then until such payment with applicable interest, the Allottee and persons deriving rights through him shall be debarred from the benefits of use of the common facilities and amenities and the Maintenance- in-charge shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Allottee and his employees guests agents tenants or licencees and/or the said Apartment. It is clarified that any debarring, suspension, withholding or stoppage as aforesaid shall not affect the continuing liabilities of the Allottee in respect of payment of the Taxes and Outgoings and applicable interest during the period of such debar, suspension, withholding or stoppage.
- 11.8.6 The Allottee shall be and remain responsible for and indemnify the Owners, the Promoter and the Association against all damages, costs, claims, demands and proceedings occasioned to the premises or any other part of the Buildings at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Owners and the Promoter against all actions, claims, proceedings, costs, expenses and demands made against or suffered by the Owners and/or the Promoter as a result of any act, omission or negligence of the Allottee or the servants, agents, licensees or invitees of the Allottee and/or any breach or non-observance non-fulfilment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee .
- 11.8.7 **Liability Commencement Date:** In case the Promoter issues notice to the Allottee to take possession of the Apartment and the Allottee fails to pay the entire dues of the Allottee within the time stipulated in the notice or is in default in compliance of any of his other obligations hereunder, then notwithstanding the fact that the Promoter shall withhold

possession of the Apartment on account of such failure or default of the Allottee, the Allottee's liability to pay the Taxes and Outgoings in respect of the said Apartment shall commence on the date of expiry of the time stipulated in the notice as aforesaid ("Liability Commencement Date"). Furthermore, with effect from the Liability Commencement Date and until the Allottee pays all its dues towards the Promoter in respect of the said Apartment and remedies the concerned default and takes physical possession of the Apartment, the Allottee shall be liable for all consequences [of failure of compliance of House Rules and shall also be liable to pay to the Promoter a predetermined sum calculated @Rs.10,000/- per month towards withholding charges.

11.8.8 Common Expenses shall be all fees, costs, charges and expenses to be paid or incurred in respect of the management, maintenance, administration, repair, replacement, upkeep, protection, insurance, security of the Buildings (except the Apartments therein), and the Common Areas and the parking spaces and for all other Common Purposes.

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

11.9.1 The Promoter shall at all times also be entitled to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc., (hereinafter referred to "as Project Branding") and the Allottee or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever. The Allottee has no objection nor will at any time be entitled to raise any objection to any hoardings, neon sign, billboards, advertisements, signage (of any size and constructed of any material and the same, with or without illumination) of the brand name "PS Group", "YADUKA GROUP" "QUINTESSA", etc., ("Said Signage") of the Promoter/Owner being erected on the roof and/or the parapet walls and/or the facade

of the said Project and also the boundary walls of the said Project. The space for the Said Signage shall be deemed to have been excluded out of the subject matter of sale and shall always belong to the Promoter. The Promoter shall maintain the Said Signage at its own cost if the Said Signage is illuminated, the Promoter shall bear the charges for actual electricity consumed for illumination on the basis of a separate meter specifically installed for this purpose. Neither the Allottee nor the Allottee's successor-in-interest shall at any time do any act, deed or thing which affects or hinders the absolute and unfettered right of the Promoter to put up the Said Signage and enjoy the benefits of the Said Signage. It is clarified that for the purpose of maintaining, managing, repairing, replacing, adding or altering the Said Signage, the Promoter and/or the men and agents of the Promoter shall at all times have the right of access to the areas in which the Said Signage are constructed and/or installed without any obstruction or hindrance either from the Allottee or the Maintenance In-charge. The Allottee further agrees not to use the name/mark "PS Group", "YADUKA GROUP", "QUINTESSA" in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever save and except for the purpose of address of the Apartment and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter/Owner and shall further be liable for prosecution for use of such mark.

11.9.2 The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the vendors, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, compactor and any other facility primarily for the use of the Co-owners (but with possibility of outsiders being also provided services therefrom by the vendors / supplier/service provider) against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such vendors/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tanto subsidize meet the Common Expenses to that extent.

11.9.3 The Allottee has agreed that for the benefit of the Project, the Promoter shall be allowed to

make any additions and alterations in the sanctioned plans, layout plans and specifications of the Project including the Common Areas without changing the layout, specification and carpet area of the Apartment as may be necessary due to architectural and structural reason on recommendation of the Architect. The Allottee unconditionally accepts and consents to the same and shall not raise any objection whatsoever in this regard.

11.9.4 The Allottee shall keep the Promoter indemnified of from and against all actions, proceedings, damages, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Promoter and/or the Association (upon formation) relating to the said Building/Project or any part thereof or to any person due to any negligence or any act, deed, thing or omission made, done or occasioned by the Allottee or the servants / agents / licensees / invitees / visitors of the Allottee and/or any breach or non-observance by the Allottee of the Allottee's covenants and/or any of the terms herein contained.

12 DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

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

14 RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

15 USAGE:

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

16 COMPLIANCE WITH RESPECT TO THE APARTMENT:

16.1 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost in good repair and condition and shall not door suffer to be done anything in or to the Building or the Apartment, 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 Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipes, and any other appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face / façade of the Buildings 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 Buildings/Project.

- 16.3 The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment, the Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

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

18 ADDITIONALCONSTRUCTION:

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

19 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

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

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

21 BINDINGEFFECT:

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

22 ENTIRE AGREEMENT:

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

23 RIGHT TOAMEND:

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 here to that all the provisions

contained herein and the obligations arising hereunder in respect of the Said Apartment And Properties Appurtenant and the Project shall equally be applicable to and enforceable against any subsequent Allottee/s, in case of a transfer, the said obligations go along with the Said Apartment And Properties Appurtenant for all intents and purposes.

25 WAIVER NOT A LIMITATION TO ENFORCE:

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

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

26 SEVERABILITY:

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

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

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

area of the Apartment bears to the total carpet area of all the Apartments in the Project.

28 FURTHER ASSURANCES:

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

29 PLACE OF EXECUTION:

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

30 NOTICES:

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

Allottee:

[Name of the Allottee,

[Allottee Address]

Promoter:

Name of the Promoter,

[Address]

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

31 JOINTALLOTTEES:

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

32 SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Said Apartment And Properties Appurtenant, prior to the execution and registration of this Agreement for Sale fortheSaidApartment And Properties Appurtenant, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules and regulations made thereunder.

33 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 laws of India for the time being in force.

34 DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act and all disputes and differences relating to the said Apartment and Properties Appurtenant thereto in the Project shall be subject to the exclusive jurisdiction of Courts at Kolkata only .

35 ADDITIONAL TERMS:

The parties have agreed that notwithstanding anything to the contrary contained in this Agreement hereinbefore, the Agreement shall be subject to the following other terms conditions and covenants on the part of the Promoter and Allottees to be respectively paid observed and performed, as the case may be (it being clarified that in the event of any inconsistency or contradictions in the clauses abovementioned and those contained hereinafter, the provisions of the clauses contained in this clause 35 hereinafter contained shall prevail).

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

35.1 Additional Definitions

In addition to any other terms which are defined in this Agreement by inclusion in parenthesis and/or quotations, the undernoted terms, shall, unless repugnant to the context or meaning thereof, have the meaning respectively assigned to each of such terms hereinbelow:-

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

“Application Money” shall mean Rs._____ (Rupees_____ only).

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

“Booking Amount” shall mean 10% (ten percent) of the Apartment & CP Price, which includes the Application Money.

“Building(s)” shall mean the new building(s) consisting of various self-contained apartments and

constructed spaces, proposed to be constructed at the said Land.

“Common Expenses” shall include each of the undernoted charges, expenses etc. payable proportionately by the Allottee and the other Allottees, each as determined by the Promoter at its sole and absolute discretion, which shall be final, binding and conclusive on each Allottee including the Allottee:

- a) all the costs, charges, expenses, fees etc. to be incurred for and/or on behalf of the Allottees for rendition of the Common Purposes; and
- b) all the Outgoings payable in respect of the Land, the Building, the Common Areas; and
- c) the recurring costs, charges, fees, expenses etc. to be incurred/payable/ incurred for the smooth operation, running, management, maintenance, upkeep and administration of the several facilities, infrastructure, utilities etc. at/of the Land and/or the Buildings including but not limited to those comprising a part of the Common Areas, including repairs, replacements, improvements etc. thereof; and
- d) all expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant, Firefighting equipment, CCTV, EPABX etc. and other common installations including their license fees, taxes and other levies (if any) and all the lights of the Common Areas.
- e) such other charges, expenses etc. as determined by the Promoter from time to time; and

each of the aforestated together with the applicable Taxes thereon.

“Common Purposes” shall include:

- a) the maintenance, management, upkeep, administration, protection etc. of the Land, the Building, the Common Areas and the several facilities etc. at/of the Land and/or the Buildings including the repairs, replacements, improvements etc. thereof;
- b) dealing with and regulating matters of common interest of each of the Allottees relating inter alia to their mutual rights and obligations in respect of the Land and the Project, for the use and enjoyment of their respective Apartments and the Common Areas;
- c) Insurance of the Project and the Common Areas
- d) the collection and disbursement of the Common Expenses;
- e) all other common purposes and/or other matters, issues etc. in which the Allottees have common interest relating to the Project, the extent, mode and manner of each of

the above to be as determined and formulated by the Promoter ; and

- f) all other common expenses and/or other matters issues etc. which the Allottees have in common interest relating to the Land, the extent, mode and manner of each of the above to be as determined and formulated by the Promoter

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

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

35.1 Additional terms and covenants regarding Mode Of Payment:

- i. An intimation forwarded by the Promoter to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof. The issuance of such intimation by email or on any other digital platform at the address, email address or phone of the Allottee shall be sufficient intimation for the purpose of this clause by the Promoter upon the Allottee, and non-receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts.
- ii. All payments shall be made by the Allottee against proper receipts by the Promoter and the Allottee shall not be entitled to claim or to set up any other evidence regarding the payment.
- iii. The Tax Deductible at Source (“TDS”) under section 194 IA of the Income Tax Act, 1961 shall, if applicable, be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law. The Promoter or the Owner shall not be liable in any manner whatsoever in

case of default on the part of the Allottee in depositing such TDS.

iv. The Promoter has been empowered and authorized under its Development Agreements with the Owner to receive all amounts from the Allottee. The Promoter and the Owners shall apportion their respective entitlements in accordance with the terms of the Development Agreements or as they may mutually agree and the Allottee shall have no concern therewith. Further, the Promoter has also been empowered and authorized under the Development Agreements to receive the entire Extra Charges and Deposits from the Allottee and the Allottee has satisfied himself about such rights of the Promoter.

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

35.2 Additional Terms And Covenants Regarding The Total Price, Deposits, Extra Charges Etc., And The Payment Thereof

- i) In consideration of this Agreement and as and by way of consideration for being granted the specific rights and/or permissions of the nature stipulated in this Agreement, and accepting each of the terms and conditions stipulated in this Agreement, in addition to payment of the Total Price, the Allottee shall be liable and responsible to and hereby agree(s) and undertake(s) to make payment of the various amounts as determined by the Promoter (each together with the applicable Taxes thereon) to the Promoter and/or other entities, each as identified and stipulated by the Promoter, each to be paid/deposited within such time frames as may be determined by the Promoter, it being unequivocally agreed, understood, acknowledged and accepted by the Allottee as follows:-
 - a) that certain deposits are in the nature of transferable deposits and/or funds, which shall be held by the Promoter, free of interest and shall be made over by the Promoter to the Association after its formation, subject to deductions, if any, as ascertained by the

Promoter;

- b) that without making payment of the entirety of each of the Total Price, Interest (if any), TDS Interest (if any) amongst others, each in the manner and within the time periods stipulated by the Promoter and fulfilling each of his/her/their/its obligations, all to the satisfaction of the Promoter, the Allottee shall not be entitled to call upon the Promoter to hand over the Said Apartment And Properties Appurtenant, and further without making payment of the Common Expenses, the Allottee and/or his/her/their/its Permitted Transferee(s) and/or permitted users/occupiers shall not be entitled to use and enjoy and/or to continue the user and enjoyment of the Common Areas.

- ii) In no event shall the Allottee be entitled to or shall claim/demand any abatement or reduction or deduction in the Total Price on any ground whatsoever or howsoever provided that the Allottee shall only be entitled to deduct the prevailing applicable tax deductible at source subject to the Applicable Laws (“TDS”).

- iii) It is agreed and understood between the Parties that in the event at any time prior to the expiry of the scheduled date of completion of the Project as envisaged at the time of registration of the Project under the Act and as extended from time to time:
 - a) there be any change, modification, amendment, increase, decrease etc. in any of the Taxes comprising the Total price and/or the manner of computation thereof including but not limited to due to change of/in Applicable Laws; and/or

 - b) any new and/or fresh taxes, cesses, assessments, duties, levies, charges, impositions etc. (central, state or local) by whatever name called be imposed, levied, notified etc. with retrospective effect or otherwise including but not limited to on the Project and/or the Said Apartment And Properties Appurtenant and/or this Agreement and/or the transaction contemplated under this Agreement; and/or then in such an event, each and/or some of the several amounts payable by and/or to be deposited by the Allottee shall accordingly stand increased or decreased, as the case may be, and further some additional amounts may become payable by the Allottee, and the Allottee hereby covenant(s) and undertake(s) to make timely payment/deposit of each of such amounts

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

- iv) The Allottee shall be bound and obliged to and undertake(s) and covenant(s) to make payment of and/or deposit each amount within the timelines determined/ designated by the Promoter for the same, and while the Promoter shall periodically intimate in writing to the Allottee the amount payable and the Allottee shall make pay/deposit the amount(s) as demanded by the Promoter within the time period and in the manner specified in such intimation, the Allottee has covenanted and undertaken to and further hereby and hereunder covenant(s) and undertake(s) to make payment of the Total Price in terms of the Payment Plan, it being recorded that the Allottee has informed the Promoter that such schedule of payment comprising the Payment Plan is more convenient to/for the Allottee, and the Allottee covenant(s) and undertake(s) to make each of such payments as and when the same become due.
- v) The Allottee shall be bound and obliged to and undertake(s) to: (i) deposit with the concerned authorities, the TDS if any deducted, within the 7th (seventh) day of the month succeeding the month of payment; and (ii) issue and hand over to the Promoter, the relevant TDS certificate within the time period stipulated by Applicable Laws, failure whereof shall attract and accrue interest on the amount so deducted for the period of default/delay, such interest to be calculated at the rate prescribed/prevaling under the Applicable Laws governing the subject matter of TDS (“TDS Interest”). Delay caused by the Allottee in fulfilling the aforesaid obligation shall be deemed to be an event of default by the Allottee in his/her/ their/its payment obligations, which shall entail the same consequences as stated in para/clause 9.3 herein.
- vi) In case the Promoter condones the default of the Allottee in making timely payment of and/or in depositing any amount and/or in depositing the TDS and/or furnishing the TDS certificate within the stipulated timeline(s), then and in such an event, the Allottee shall, along with the outstanding dues and/or arrears, pay to the Promoter, the Interest and/or the TDS Interest, as the case may be, on each of the amounts remaining unpaid/outstanding for the period of default/delay until the date of actual realization thereof together with the administrative

charges in terms of the then prevailing policy of the Promoter in respect thereof. Any condonation granted by the Promoter shall not amount to waiver of the future defaults and/or the breaches and/or delays of/by the Allottee and shall be without prejudice to the other rights of the Promoter.

- vii) Notwithstanding anything to the contrary stated anywhere in this Agreement, any payment made by the Allottee (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.
- viii) All payments shall be made by the Allottee at the office of the Promoter against proper receipts and in no event shall the Allottee be entitled to set up any oral agreement regarding payment or otherwise. Further, all costs in respect of any payment being made by outstation/dollar cheques, shall be borne and paid by the Allottee. Furthermore, on the dishonor of any banking negotiable instrument on any ground whatsoever, without prejudice to the other rights and remedies of the Promoter, the Allottee shall compensate the Promoter for every such dishonor accept(s) and consent(s) to the same.
- ix) In the event the Allottee is a Person of Indian Origin and/or a Non-Resident Indian (as such terms are respectively defined/described under the governing Applicable Laws), the Allottee confirm(s) that all remittances shall be made in compliance with all Applicable Laws as modified/revised from time to time, and the Allottee shall provide the Promoter with all certifications, declarations etc. pertaining to/in support thereof.
- x) All refunds, if any in terms of this Agreement, even to Non-Resident Indians and/or Persons of Indian Origin shall be made in Indian Rupees unless mandated otherwise by the then prevailing Applicable Laws.

35.3 Additional Terms And Covenants Regarding Construction

- i. The date stipulated in para/Clause 7.1 hereinabove are hereby and hereunder accepted and confirmed by the Allottee and the Allottee hereby agree(s) and undertake(s) not to raise any objection to the same on any ground whatsoever or howsoever. However, in the event prior to the date stipulated in para/Clause 7.1 hereinabove the Said Apartment And Properties Appurtenant is ready for hand over in terms of this Agreement, the Allottee undertake(s) and covenant(s) not to make or raise any objection to the consequent pre-ponement of his/her/their/its payment obligations, having clearly understood and agreed that the payment obligations of the Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan.
- ii. The rights of the Allottee is limited to ownership of the Said Apartment And Properties Appurtenant and the right to use the Common Areas, Amenities and Facilities of the Project and the Allottee hereby accepts the same and shall not, under any circumstances, raise any claim, of ownership, contrary to the above.
- iii. In case the Allottee fails to take possession within the time provided in Clause 7.2, such Allottee shall however be liable to pay all other outgoings as mentioned in this Agreement from such date as mentioned in the Possession Notice.

35.4 Additional Terms And Covenants Regarding Cancellation by Allottee

In addition to Clause 7.5 as provided herein above, it being agreed that if the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, then the Promoter herein is entitled to forfeit the booking amount paid for the allotment along with all interest liabilities of the Allottee (in terms of Sec. 19 (6) and (7) of the Act) accrued till the date of such cancellation at such rate of interest that may be prescribed by the Authority from time to time (which rate applicable on the date of these presents is – SBI (1 year MCLR) + 2%) (“**Cancellation Charges**”) and the applicable G.S.T. payable on such Cancellation Charges.

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

35.5 Additional terms and covenants regarding Default by Allottee

- (i) In case of Default by Allottee under the condition listed above in 9.3 (ii) the Promoter shall have an option to pay the same directly to the bank account of the Allottee provided at the time of application form and this Agreement shall thereupon stand terminated and the same shall be and deemed to be sufficient discharge of the Promoter in respect of payment of such amount.

- (ii) It being further agreed and the Allottee expressly acknowledges understands and agrees that in the event of cancellation or termination of the allotment of the Said Apartment And Properties Appurtenant (and this Agreement) in terms of this Agreement by the Promoter or the Allottee, as the case may be, the Promoter shall be at liberty to act as the constituted attorney of the Allottee and execute, present or registration and register unilaterally a deed of cancellation, if required by the Promoter.

35.6 Additional Terms on Defect Liability:

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

- i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the Said Apartment And Properties Appurtenant, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;

- ii) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;

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

- iv) If the Allottee after taking actual physical possession of the Said Apartment And Properties Appurtenant, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;
- v) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.
- vi) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his / her agents in the manner in which same is required to be maintained.
- vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.
- viii) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment (which inspection Promoter shall be required to complete within 15 days of receipt of the notice from the Allottee), alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause 12 hereinabove and the Allottee shall not be entitled to any cost or compensation in respect thereof.

It is clarified that the Promoter shall handover the possession of the Apartment on completion of the Project to the Allottee by way of issuance of a letter (“**Letter of Handover**”) which shall at all times be construed as an integral part of this Agreement..

35.7 **Additional terms and covenants regarding the right of the Promoter to create charge/mortgage**

- i) Notwithstanding anything contained herein, by the execution of this Agreement the Allottee has/have provided and hereby and hereunder confirm(s) his/her/its/their consent to the Promoter to/for the creation of any mortgage, security, charge or other Encumbrances over and in respect of the Land and/or the Building and/or any part or portion thereof in favour of any bank and/or financial institution providing loan and/or financial assistance to the Promoter for the purpose of development of the Project provided that no such mortgage, security, charge or other Encumbrances shall in any manner affect the right, title and interest of the Allottee. 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 land and/or the Building, and no separate consent of the Allottee shall be required for the said purpose.

- ii) The Promoter undertakes to cause the said bank(s)/financial institution(s) to: (a) issue, if necessary, a no-objection letter in favour of the Allottee to enable the Allottee to take a home loan from any bank or financial institution for financing the purchase of the Said Apartment And Properties Appurtenant; and (b) upon receipt by the Promoter from the Allottee (to the complete satisfaction of the Promoter), of the full payment and/or deposit, as the case may be, of all sums, amounts etc. payable/to be deposited by the Allottee in terms of this Agreement, before execution of the Conveyance Deed in favour of the Allottee, subject to the terms of this Agreement, the Promoter shall cause the mortgage, security, charge or other Encumbrances, if any created by the Promoter over and in respect of the Said Apartment And Properties Appurtenant Thereto, to be discharged and/or released.

35.8 **Additional General Terms and Conditions**

- i. It is clarified that in the declarations/deeds/documents/undertakings to be filed before the concerned authorities for registration of the Project under West Bengal Apartment Ownership Act, 1972, the common area shall preclude the Commercial Portion (defined below) of the Project, which shall be exclusively used for commercial exploitation of the Promoter and/or its nominees.

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

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

SCHEDULE- "A"

Part – I

[LAND]

ALL THAT piece and parcel of land containing an area of 87 cottahs, 6 chittacks and 32 sq.ft. be the same a little more or less equivalent to 5849.628 sq.mt. more or less (as per deed) and 86 cottahs 9 chittacks 9.754 sq.ft. be the same a little more or less equivalent to 5791.04 sq.mt. more or less (as per physical measurement) and together with building and structures standing thereon situate and lying at Municipal Premises No. 223C, Satin Sen Sarani, (formerly Manicktala Main Road), Kolkata- 700054, Ward No. 30, Kolkata Municipal Corporation, Police Station Manicktala, duly butted and bounded as follows:

ON THE NORTH : By Manicktola Main Road;

ON THE SOUTH : 29/N, Sitalatala Lane and 29L, Sitalatala Lane

ON THE EAST : Partly by Premises No. 218/14 Manicktola Main Road; by Premises No. 218/H/22, Manicktola Main Road; by Premises No.218/17, Manicktola Main Road; by Premises No. 218/22, Manicktola Main Road; by Premises No. 218/H/16, Manicktola Main Road and partly by Premises No. 221 and 222, Manicktola Main Road,

ON THE WEST : Partly by Premises No. 41E, Sitalatala Lane and by Premises No.41C, Sitalatala Lane and Partly by Premises No. 223/1/23, Manicktola Main Road; by Premises No. 223/1/30, Manicktola Main Road; by

Premises No. 223/1/C/H/2, Manicktola Main Road; by Premises No. 223/35, Manicktola Main Road and Premises No.223/1/3, Manicktola Main Road

And delineated in the map/ plan attached as **Annexure A** hereto

Part – II

[Title]

- A. The Owner has represented and warranted to the Developer that it is the sole owner of and is absolutely seized and possessed of and/or sufficiently entitled to ALL THAT piece and parcel of the land together with structure standing thereon and comprised in Municipal Premises No.223C, Satin Sen Sarani previously Manicktola Main Road, P.O. Kankurgachi, P.S. Narkeldanga, Kolkata-700054. The Owner has represented to the Developer that the ownership of and the freehold title to the said Land has devolved unto the Owner herein vide a Deed of Conveyance dated 22 October 2008 and registered at the office of the Registrar of Assurances-I, Kolkata and recorded in Book No. I, CD Volume No.6, Pages 5863 to 5892 Being No. 02596 for the year 2008 executed by Debashis Adhikari, Debkumar Adhikari, Prosenjit Adhikari, Smt. Arunima Devi, Ankita Adhikari and Smt. Jayasri Devi, therein collectively referred to as the vendors, in favour of the Owner herein.
- B. The Owner has got its name mutated in the records of the Kolkata Municipal Corporation under Assessee No. 110301400408.
- c. The Owner being desirous to develop a real estate project over the said Land had by a Development Agreement dated 6th day of July 2018 (“Development Agreement”), registered with the office of the Additional District Sub-Registrar, Sealdah in Book No. 1, Volume No. 1606-2018, Pages 98544 to 98601, being No. 160603028, for the year 2018 executed between the Owner herein, therein also referred to as the Owner and PS Group Realty Private Limited therein referred to as developer, had appointed PSRPL to develop the said Land and commercially exploit the same, on the terms and conditions as mentioned therein. Pursuant to the Development Agreement, the Owner herein executed a Power of Attorney dated 12th day of July 2018 which was registered at the office of the Additional District Sub-Registrar, Sealdah and recorded in Book No-1, Volume No-1606-2018], Pages 101876 to 101903, Being No- 160603140 for the year 2018 in favour of PSRPL in terms of the Development Agreement to deal with the said Land.

Part – III

[Representations, Confirmation and Acknowledgment by the Allottee]

The Promoter hereby informs and/or represents to the Allottee as follows:

- i) the right, title and interest of the Owner and the Promoter over/in respect of the Land and to develop and deal with the Project intended to be constructed/developed on the Said Land;
- ii) the Devolution of Title;
- iii) the nature, state, condition and measurement of the Said Land and the Project, as applicable, and the manner in which the same is/are presently intended to be used;
- iv) the Car Parking Space if any, comprises an integral and inseparable part of the Said Apartment, subject to due compliance by the Allottee of each of the stipulated terms, to the satisfaction of the Promoter;
- v) the proposed location, lay out plan and the dimensions of each of the Said Apartment and the Car Parking Space;
- vi) the Common Areas which are intended to form a part of the Project;
- vii) the laws/notifications and rules applicable to the area where the Land is situated, in general, and the Project and similar projects, in particular;
- viii) the present estimated respective Carpet Area of the Said Apartment and the manner of calculation thereof;
- ix) the nature and the extent of the rights and benefits proposed to be granted and/or

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

- x) the terms, conditions, covenants, stipulations, restrictions, reservations and obligations in the matter of acquiring freehold title in respect of the Said Apartment along with the Car Parking Space to be used by the Allottee and the manner and method of use and enjoyment of the same as well as the covenants running with the land and the Said Apartment and Properties Appurtenant Thereto;
- xi) that the Car Parking Space/s provided in the Project are for the benefit of the Allottee/s or occupant/s of the Project. The rights to use Car Parking Space/s have to be earmarked to the Allottees for facilitating the smooth functioning and use of Car Parking Space/s. In the absence of such earmarking of Car Parking Space/s, the use of the Car Parking Space/s would result in disharmony and periodical disputes amongst the Allottees/occupants of the Apartments. In view of the same the Allottee/s hereby irrevocably authorizes the Promoter to earmark Car Parking Space/s to the Allottee/s at their discretion in the mutual interest of one and all in order to maintain peace, cordiality and harmony among the Allottees. The Allottee/s further declares that he/she/they is/are bound by such earmarking of Car Parking Space/s and will not question the authority of the Promoter in doing so and further desist from making any issue or claims in respect thereto.
- xii) the Specifications as also the measurements, dimensions, designs and drawings;
- xiii) the state and condition in which the Said Apartment And Properties Appurtenant Thereto if any are intended to be handed over to the Allottee subject to compliance by the Allottee of each of the stipulated terms to the satisfaction of the Promoter;
- xiv) the Promoter shall be entitled to the Additional FAR of the said land and/or of another Premises No: 17, Dhan Devi Khanna Road, Kolkata – 700054, wherein the Owner has already applied in Kolkata Municipal Corporation for giving the benefit of the FAR relatable to 17, Dhan Devi Khanna Road in our Project, whereupon subject to compliance with the provisions of Section 14 of the Act and as provided for in this

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

- xv) the right of the Promoter to carry out, implement etc. any variations and/or additions and/or alterations and/or deletions and/or modifications and/or revisions to the Plan, the layout plans and the Common Areas subject to the terms of this Agreement and subject to compliance with the provisions of Section 14 of the Act and the Allottee hereby grant(s) and accord(s) his/her/their/its consent to the same;
- xvi) _____ number of apartments in the fifth floor of the front block/tower being Unit No _____ have been allotted to _____(hereinafter referred to as the “Allotted Area”)
- xvii) the Promoter shall also construct commercial/retail portion in the front block/tower of the Project which shall contain Units for non residential use (“Commercial Portion”) and the Allotted Area till the 5th floor of the said tower. The Commercial Portion may consist of separate entrance open spaces surrounding the same as shall be earmarked by the Promoter. In addition to the right of access to the Commercial portion and/or the

Allotted Area from a separate entrance of the Project and/or from the common driveway earmarked by the Promoter it shall also include other areas relating to the Commercial portion that may be made exclusive for the use by all or any of the transferees of the Commercial portion and also include any Car Parking Spaces including mechanical or covered spaces as the Promoter may identify earmark or demarcate as being exclusive to or for the Commercial Portion, it being clarified that the Promoter may alter or vary the size location of any areas open or covered spaces connected to or for use by all or any transferee of Commercial portion and/or the Allotted Area and when so altered or varied, the altered or varied area shall form part of Commercial portion and the Allotted Area.

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

- a) that none of the aforesaid disclosures, details or terms affect the execution of the Project which is a building complex with its own common areas and amenities and in any event, the Allottee upon understanding the same and the intent and purport thereof doth hereby provide to the Promoter its express consent as required under Section 14 of the Act and Rules for the time being applicable in West Bengal in respect of all acts, deeds and things done or that may be done by the Promoter in connection with the aforesaid disclosures, details and additional/connected terms.
- b) that each of the terms, conditions, covenants, stipulations, restrictions, reservations and obligations recorded herein as well as the covenants running with the Land and/or the Said Apartment And Properties Appurtenant Thereto and the manner and method of the use and enjoyment of the Said Apartment And Properties Appurtenant Thereto including those stated herein, have been arrived at after mutual discussions and negotiations between/amongst the Parties hereto, each of which have been accepted and voluntarily agreed to by the Allottee (without any coercion and/or influence), none of which can be treated as and/or considered to be oppressive or one-sided or unfair or heavily leaned in favour of the Promoter and/or as imposition of unfair conditions, as each has been formulated/stipulated bearing in mind the nature of the Project which would, inter alia, protect the rights of and/or ensure to the benefit of the Allottee, and

therefore are fair and reasonable;

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

that in view of the Allottee having agreed to make timely payment of and/or to timely deposit the various amounts including those stipulated herein, and having further undertaken and covenanted to faithfully abide by and comply with and perform and observe each of the terms and conditions stipulated herein, the Promoter has blocked for the Allottee the Said Apartment And Properties Appurtenant Thereto; and the Allottee hereby and hereunder undertake(s) and covenant(s) not to make or raise any objection or claim or requisition inter alia in respect of any of the aforesaid, or

to make or raise or set up or initiate any claim or demand or action contrary to the aforesaid on any ground whatsoever or howsoever.

SCHEDULE - 'B'

[DESCRIPTION OF THE SAID APARTMENT AND PROPERTIES APPURTENANT]

Part -I (SAID APARTMENT)

All That the Apartment No. _____ on the _____ floor in the Building being constructed on the Land as a part of the Project, having a Carpet Area of _____ sq.ft. more or less, with the respective areas of the Balcony/Verandah and the Open Terrace, if any, being respectively _____ sq.ft. more or less and _____ sq.ft. more or less, thus aggregating to a Built-up Area of _____ sq.ft. more or less.

For the purpose of registration the total super built-up area is _____.

Part II (CAR PARKING SPACE)

All That the _____ (_____) number(s) of car parking space(s) at the Building/Tower on the Land, as earmarked, identified and designated by the Promoter for the parking of private medium sized car(s) owned by the Allottee within such space to be considered as “limited common area” within the meaning of West Bengal Apartment Ownership Act 1972.

Part III (FLOOR PLAN)

Part IV
(SPECIFICATIONS)

SPECIFICATIONS OF THE APARTMENT	
Living Dining & Bedrooms	
Flooring	Bare finish for all Habitable spaces
Wall	Putty
Ceiling	Putty
Windows	Aluminium Windows
Doors & Frame	Door will be provided
Electricals	Modular switches
HVAC	Outdoor along with Indoor units
Service lines	Drainage /Conduit/Water Supply-All points completed without false ceiling
Toilet	
Flooring	Tiles
Wall dado	Tiles for dado
Windows	Aluminium Windows
Electricals	Modular Switches
Bathroom	Sanitary & CP Fittings
Ceiling	False ceiling & trap door
Exhaust Fan	Integrated with windows
Kitchen	
Flooring	Bare finish for all Habitable spaces
Wall	Putty
Ceiling	Putty
Windows	Aluminium Windows
Electricals	Modular Switches
Exhaust Fan	Integrated with windows
Balcony	
Flooring	Anti-Skid Tiles

Wall	Painted to match exterior elevation
Ceiling	Paints with lights installed
Railing	Aluminium/SS Railing designed to match the exterior
Balcony Lighting	Light Fixtures
Servant's Room	
Flooring	Tiles
Wall	Ready to Paint
Ceiling	Ready to Paint
Door	Doors with frames
Servant's Toilet	
Flooring	Tiles
Wall	Ready to Paint
Ceiling	Ready to Paint
Door	Doors with frames
Windows/Glazing	Aluminium Windows
Bathroom	Sanitary & CP Fittings

PART-V
(SAID APPLICATION)

The Allottees have applied for Allotment of the said Apartment vide Application No. dated _____.

PART-VI
(SAID ALLOTMENT)

The Promoter has allotted the Said Apartment vide Allotment Letter dated _____

SCHEDULE – “C”
(Payment Plan)

On Booking	10% of Total Consideration + GST
Due within 30 days from Booking	10% of Total Consideration + GST
On Completion of Piling	10% of Total Consideration + GST
On Completion of Deck Level	10% of Total Consideration + GST

On Casting of 2 nd Floor	10% of Total Consideration + GST
On Casting of 5 th Floor	10% of Total Consideration + GST
On Casting of 8 th Floor	10% of Total Consideration + GST
On Casting of 11 th Floor	10% of Total Consideration + GST
On Casting of 14 th Floor	10% of Total Consideration + GST
On Casting of Ultimate Roof	5% of Total Consideration + GST & VRV Charges
On Possession	5% of Total Consideration + GST

SCHEDULE-D

PART-I

PROJECT : MANIKTALA – AMMENITIES			
Sl No.	Tower/ Outdoor	Floor	Amenities
1	T-1 &2	Ground	DRIVERS RESTROOM, HANDICAPPED TOILET, CARE TAKER ROOM, OFFICE
2	T-1 &2	1st,2nd & 3rd Floor	DRIVERS SEATING AREA, CAR WASH ZONE
3	Club	4th Floor	PARTY HALL,PRE-FUNCTION AREA WITH KITCHEN,WASH & TOILET,SWIMMING POOL,KIDS POOL,TOILET ,CHANGING ROOM WITH STEAM,GYM & YOGA ROOM, GAMES ROOM,SQUASH COURT,CARDS ROOM,KIDS ACTIVITY AREA,CRECHE,AUDITORIUM,GUEST ROOM,CAFETERIA,ASSOSIATION ROOM,CONFERENCE HALL, GAMES COURT (OPEN TO SKY)
4	Outdoor	Ground	JOGGING TRACK,MULTIPURPOSE COURT,BADMINTON COURT,FITNESS ZONE REAR GARDEN-WITH CHILDREN PLAY EQUIPMENTS, PAVILION SIT-OUTS, POCKET PARKS, TEMPLE

PART-II

SL. NO.	FACILITIES FOR RESIDENTIAL	FACILITIES FOR COMMERCIAL	COMMON FACILITIES
1	CAR PARKING AT GROUND FLOOR - COVERED & OPEN MLCP	SEPARATE LOBBY FOR COMMERCIAL	SECURITY & GATE GHOOMTY
2	CAR PARKING AT UPPER GR. FLOOR TO 3RD FLOOR- COVERED MLCP & NORMAL	DEDICATED STAIRS	SEWAGE TREATMENT PLANT
3	DRIVER'S SEATING	LIFT & LIFT LOBBY TILL 3RD FLOOR	UNDER GROUND RESERVIOR
4	DRIVER'S TOILET	COMMON TOILET AT 1ST TO 3RD FLOOR	PUMP ROOM
5	CARE TAKER ROOM	COMMERCIAL DROP-OFF ZONE	METER SPACE
6	CLUB FACILITIES		OVER HEAD RESERVIOR
7	PARTY HALL	FACILITIES FOR TENANT AT 5TH FLOOR	TRANSFORMER
8	SWIMMING POOL		DG UNIT
9	TOILET, CHANGING ROOM WITH STEAM	COMMERCIAL STAIR	FIRE SECURITY SYSTEM
10	GYM & YOGA ROOM	COMMERCIAL LIFT & LIFT LOBBY UPTO 5TH FLOOR	COMMON TOILET AT GROUND FLOOR
11	GAMES ROOM		CAR PARKING - COVER AND OPEN MLCP AT GROUND TO 3RD AND EXTERNAL
12	SQUASH COURT & SEATING AREA		BMS ROOM
13	CARDS ROOM		
14	KIDS PLAY ROOM		

15	AUDITORIUM		
16	GUEST ROOM		
17	CONFERENCE ROOM		
18	ASSOCIATION ROOM		
19	LANDSCAPE FACILITIES		
20	MULTIPURPOSE COURT IN OPEN		
21	BADMINTON COURT		
22	REAR GARDEN WITH CHILDREN PLAY EQUIPMENTS		
23	FITNESS ZONE		
24	ENTRY & EXIT GATE		
25	DROP OFF ZONE		

SCHEDULE E

[House Rules]

1. To co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Premises and other Common Purposes.
2. To use the Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Apartment or any activity which may cause nuisance or annoyance to the Co-owners.
3. That unless the right of parking is expressly granted and mentioned in Part II of Schedule B

hereinabove written (Car Parking Space), the Allottee shall not park any motor car, two wheeler or any other vehicle at any place in the said Land (including open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever.

4. Without prejudice to the generality of the foregoing, not to use the Apartment or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners.
5. Not to put up or affix any nameplate or letter box or neon-sign or sign board or other similar things or articles in the common areas or on the outside wall of the Apartment or Building or anywhere in the Project PROVIDED HOWEVER THAT nothing contained herein shall prevent the Allottee to put a decent nameplate outside the main gate of his Apartment. It is hereby expressly made clear that in no event the Allottee shall open out any additional window or any other apparatus protruding outside the exterior of the Apartment save that the Allottee shall have the right install window/ split air-conditioners at the place/s provided therefor in the Apartment.
6. Not to partition or sub-divide the Apartment nor to commit or permit to be committed any form of alteration or changes in the Apartment or in the beams, columns, pillars of the Buildings at the Project passing through the Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Apartments in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Buildings at the Project or any part thereof.
7. Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
8. Not to install or keep or operate any generator in the Apartment or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Apartment is situate or in any other common areas of the Buildings at the Project or the said Land save the battery operated inverter inside the Apartment.

9. Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.
10. To maintain at his own costs, the Apartment and the Balcony, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, local municipal Authority, Panchayat Samiti, Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Apartment as well as the user operation and maintenance of lifts, generators, tube- well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
11. To draw electric lines/wires, television cables, broadband data cables and telephone cables to the Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other co-owners/allottees. The main electric meter shall be installed only at the common meter space in the said Project. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion and outside walls of the Building.
12. Not to sub-divide the Apartment and Car Parking Space under any circumstances.
13. Not use or permit to be used the Apartment or the Common Areas or the Car Parking Space, if any, in such manner or commit any such act, which may in any manner cause nuisance or annoyance to other occupants of the Project and/or the neighboring properties and not to make or permit to be made any disturbance or to do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants of the said Project.
14. Not carry on or cause to be carried on any obnoxious or injurious activity in or through the Apartment, the Car Parking Space, if any and the Common Areas.
15. Not to keep any heavy articles or things that are likely to damage the floors or install or operate any machine or equipment save the usual home appliances.
16. To apply for and obtain at his own costs separate assessment and mutation of the Apartment in the records of appropriate authority within 06 (six) months from the date of possession.

17. Not to alter the outer elevation or façade or colour scheme of the Buildings at the Project (including grills, verandahs, lounges, external doors and windows etc.,) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid.
18. Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
19. Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
20. The Allottee shall not park any motor car, two wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever Provided that if the Allottee has been granted Car Parking Space, the facility of such parking shall be subject to the following conditions:-
 - a. The Allottee shall use only the space for Car Parking Space identified for him as per Part-II of Schedule B hereto for parking;
 - b. The Allottee shall use the Car Parking Space, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Space.
 - c. No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
 - d. The Allottee shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
 - e. The Allottee shall not grant transfer let out or part with the Car Parking Space independent of the Apartment nor vice versa.
 - f. The Car Parking Space does not confer any right of ownership of the space on which such parking facility is provided.
 - g. In case due to any enactment or implementation of legislation, rule, bye- law or order of any judicial or other authority, the individual exclusive Car Parking Space at the space earmarked for the Allottee is not permissible, then the Allottee shall neither hold the Promoter and/or the Owners liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Owners.

- h. In case the Allottee is provided facility of parking which is inter-dependent with any other parking facility in the Project or any part thereof then the Allottee shall not disturb/block the ingress and egress of car/two wheeler of the other Apartment owner of such facility or any other Co-owners in the Project.

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

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

(h) not to sub-divide the Open Terrace in any manner.

22. To allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Apartment at all reasonable times for construction and completion of the Buildings at the Project and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Apartment within seven days of giving of a notice in writing by the Maintenance In-charge to the Allottee thereabout;
23. To install fire fighting and sensing system gadgets and equipments as required under law and shall keep the Apartment free from all hazards relating to fire.
24. To keep the Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Apartment in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Buildings at the Project and not to do or cause to be done anything in or around the Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Apartment.
25. Not to store or cause to be stored and not to place or cause to be placed any goods, articles or things in the Common Areas.
26. Not obstruct the common pathways and passages or use the same for any purpose other than for ingress to and egress from the Apartment and the Car Parking Space, if any.
27. Not violate any of the rules and/or regulations laid down by the Maintenance In- charge for use of the Common Areas, Shared Common Areas and Shared Common Infrastructure
28. Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefore.
29. 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 Buildings at the Project or may cause any increase in the premia payable in respect thereof.

30. Not to commit or permit to be committed any alteration or changes in, or draw from outside the Buildings at the Project, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Apartment and any other Apartment in or portion of the Project.
31. To use the Common Areas only to the extent required for ingress to and egress from the Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the the Promoter and all other persons entitled thereto.
32. To use of the Common Areas with due care and caution and not hold the the Promoter liable in any manner for any accident or damage while enjoying the Common Areas by the Allottee or his family members or any other person.
33. Not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
34. Not to claim any access or user of any other portion of the Project except the Said Building and the Common Areas mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
35. Not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
36. No bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
37. Keep the Common Areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the said Land.

38. Not to change/alter/modify the names of the Project and/or any of the Buildings therein from those mentioned in this Agreement.

39. The Allottee agree, declare and confirm that the right, title and interest of the Allottee is and shall be confined only to the Apartment, the Car Parking Space and the other components of the Said Apartment and that the Promoter shall at all times be entitled to deal with and dispose of all other apartments, units, parking spaces/facilities, constructed spaces and portions of the Project in favour of third parties at such consideration and its sole discretion, which the Allottee hereby accepts and to which the Allottee, under no circumstances, shall be entitled to raise any objection.

In case the Unit is situated in the Commercial Portion, some of the aforesaid House Rules would be suitably amended and the following additional rules would be added

40. To use the Commercial Unit as a shop and in quiet and peaceful manner without causing any disturbance to the other co-owners and/or the neighbours and for no other purposes whatsoever without the consent in writing of the Schedule Promoter first had been obtained.

41. It is expressly agreed and understood by the Allottee that the Allottee shall not under any circumstances be entitled to use the Commercial Unit for the business of or relating to wine, any other liquor, meat shop, pan biri shop, Guest House, Boarding & Lodging House Hotel, Nursing Home, Club, slaughter of animals or any commercial manufacturing or processing work etc., whatsoever nor the Allottee shall be entitled to carry out any form of cooking in or from the said shop or use fire gas or stove or like thereat. It is expressly agreed that any restriction on the Allottee shall not in any way restrict the right of the Promoter to use or permit any other Unit or portion of the Mercantile Building to be used for any purpose as the Promoter may deem fit and proper.

42. To strictly abide by and ensure that all its employees, agents and visitors abide by all the rules and regulations from time to time applicable in respect of the matters relating to the Common Areas, common facilities and amenities, normal working hours, display of signboards, waste management, enforcing security and smooth functioning of the Project or for any other manner related to the Common Purposes. All persons temporarily or permanently engaged and/or employed by the Allottees, directly or indirectly, for and/or in connection with the business of the Allottee in the Commercial Unit and/or otherwise shall be considered to be the employees

of the Allottee and the Allottee shall be fully responsible and liable for all acts or omissions of its employees.

43. Not to claim any right whatsoever or howsoever over any unit or portion in the said Project or the premises, save and except the said Commercial Unit.
44. Not to request or compel the Association to operate the Common Areas beyond normal working timing.
45. To apply for and obtain and keep valid all permissions and clearances from the concerned authorities and abide by all the municipal laws, local laws, labour laws, environmental laws etc as may be required for such use of the Commercial Unit and pay all taxes and outgoings in respect thereof. As and when required by the Promoter, the Allottee shall produce before the Promoter, all such permissions, clearances and other papers and documents in connection with its said obligation.
46. Not to tamper, remove, damage, drill or allow or permit any shifting or removal of the fire fighting pipelines, sprinkler system and other fire prevention infrastructure provided by the Promoter inside the Commercial Unit in any manner whatsoever and to maintain the same as per the prescribed rules and law applicable thereto. In case of any change of requirement in the fire protection or prevention measures, to comply with and adhere the same and install and maintain all necessary fire fighting and sensing system gadgets and equipment as required under such changed circumstance in the Commercial Unit and shall keep the Commercial Unit free from all hazards relating to fire. All costs of installation maintenance and operation (including for any repairs, replacements or renewals) thereof shall be paid by the Allottee.
47. To ensure that its employees, agents, contractors or associates do not in any manner deface, vandalize or bring to disrepute the Mercantile Building and/or the Project by affixing posters, hanging festoons, spitting or doing any other act in any manner whatsoever.
48. To keep the Commercial Unit under its own lock and key and be responsible for safety and security of all its fit-outs and belongings at the Commercial Unit and not keep any animal or reptile in the Designated Unit.
49. 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 said premises or may cause any increase in the

premium payable in respect thereof.

50. To co-operate and not to interfere with the procedures and the car parking management system installed in the Project.
51. To affix or install any electrical points in or about the said unit with the prior written consent of Promoter and the relevant authorities and provided further that all such work, if permitted, shall be carried out by a licensed electrical contractor to be employed and paid by the Allottee who shall ensure as part of the work that the existing circuits are not overloaded or unbalanced. Prior to any electrical installation works the Allottee shall be required to submit proper electrical plans to the Promoter for approval.
52. Not to place or take into the lifts, without the prior approval of the Allottee, any heavy baggage, furniture, heavy articles or other goods.
53. Not to store, stack or lay out any materials, equipments, plant, bins, crates, cartons, boxes or any receptacle for waste or any other item that is or might become untidy, unclean, unsightly or in any way detrimental to the property or the area generally upon any part of the Commercial Unit and/or the said Project ..
54. Put any outdoor unit of air conditioner except at the space allotted by the Promoter to the Allottee therefor. The air conditioners used inside the Commercial Unit and its technology will have to adhere to the technology requirements of the Promoter and shall not be changed except with the written consent of the Promoter. The wires, pipelines and other connections between the outdoor and the indoor units shall pass only through floor lobby ducts specifically meant and identified thereof by the Promoter.
55. Not to erect or install on the windows of the Commercial Unit or on any panel or glazing any sign device furnishing ornament or object which is visible from outside the Commercial Unit nor to block up, darker, or obstruct or obscure any of the windows or lights belonging to the Commercial Unit or to any part of the Mercantile Building.
56. To keep the Commercial Unit insured for the value thereof and if there be total or partial loss or destruction thereof due to any reason whatsoever, the Promoter shall neither be liable or responsible in any manner thereof nor for any loss or damage that the Allottee may suffer due to theft pilferage, fire, destruction, leakage, flooding, water-logging or otherwise.

57. Not to store or bring upon any part of the premises or the Mercantile Building and/or Project any arms, ammunition or unlawful goods like gunpowder, saltpetre, kerosene, chemicals, gases or any explosive, combustible or hazardous substance or material.
58. Not to allow any person to stay or reside at the Commercial Unit at night or beyond normal working hours.

(Note: Some portions of the Agreement may be changed for the Commercial Portion)

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

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

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

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

Skieys Almondreal LLP
Prasanna
Partner / Authorized Signatory