

AGREEMENT FOR SALE

1. **Date:** _____, 2024

2. **Place:** Kolkata

3. **Parties:**

3.1 **PACE DEALCOM PRIVATE LIMITED**, a Company within the meaning of the Companies Act, 2013 having its registered office at 9F, Everest House, 46C, Chowringhee Road, Police Station Shakespeare Sarani, Post Office Little Russle Street, Kolkata-700071 having CIN U51909WB1996PTC078993 and PAN AEHPB3956K represented by its Directors Arvind Kumar Meharia, son of Late Hanuman Das Meharia working at gain 9F, Everest House, 46C, Chowringhee Road, Police Station Shakespeare Sarani, Post Office Little Russle Street, Kolkata-700071 having PAN AABCP5507H and Aadhaar No 732737164055, authorized by the Resolution dated 26-06-2023 passed by its Board of Directors (hereinafter referred to as “the **Owner No. 1**”);

3.2 **ROMEX AGENCIES PRIVATE LIMITED**, a Company within the meaning of the Companies Act, 1956 having its registered office at 9F, Everest House, 46C, Chowringhee Road, Police Station Shakespeare Sarani, Post Office Little Russle Street, Kolkata-700071 having CIN U51494WB1996PTC078992 and PAN AABCR2428P represented by its Directors Arvind Kumar Meharia, son of Late Hanuman Das Meharia, working at gain 9F, Everest House, 46C, Chowringhee Road, Police Station Shakespeare Sarani, Post Office Little Russle

Street, Kolkata-700071 having PAN AABCP5507H and Aadhaar No 732737164055, authorized by the Resolution dated 26-06-2023 passed by its Board of Directors (hereinafter referred to as “the **Owner No. 2**”);

- 3.3 **NILANCHAL ESTATES PRIVATE LIMITED**, a Company within the meaning of the Companies Act, 1956 having its registered office at 9F, Everest House, 46C, Chowringhee Road, Police Station Shakespeare Sarani, Post Office Little Russle Street, Kolkata-700071 having CIN U70101WB1986PTC041364 and PAN AAACN8566D represented by its Directors Arvind Kumar Meharia, son of Late Hanuman Das Meharia working at gain 9F, Everest House, 46C, Chowringhee Road, Police Station Shakespeare Sarani, Post Office Little Russle Street, Kolkata-700071 having PAN AABCP5507H and Aadhaar No 732737164055, authorized by the Resolution dated 26-06-2023 passed by its Board of Directors (hereinafter referred to as “the **Owner No. 3**”);
- 3.4 **SMARTLAND ESTATES PRIVATE LIMITED**, a Company registered under MSME within the meaning of the Companies Act, 1956 having its registered office at 9F, Everest House, 46C, Chowringhee Road, Kolkata-700071, Police Station – Shakespeare Sarani, Post Office Little Russle Street, having CIN U70101WB1993PTC057744, having PAN AADCS7281B and represented by its Directors Arvind Kumar Meharia, son of Late Hanuman Das Meharia working at gain 9F, Everest House, 46C, Chowringhee Road, Police Station Shakespeare Sarani, Post Office Little Russle Street, Kolkata-700071, Police Station Karaya, Post Office Ballygunge, having PAN AABCP5507H and Aadhaar No 732737164055, authorized by the Resolution dated 26-06-2023 passed by its Board of Directors (hereinafter referred to as “the **Owner No. 4**”);
- 3.5 **ARVIND KUMAR MEHARIA**, son of Late Hanuman Das Meharia working at gain 9F, Everest House, 46C, Chowringhee Road, Police Station Shakespeare Sarani, Post Office Little Russle Street, Kolkata-700071, having PAN AABCP5507H and Aadhaar No 732737164055 (hereinafter referred to as “the **Owner No. 5**”);

The Owner No. 1, the Owner No.2, the Owner No.3, the Owner No.4 and the Owner No.5 are hereinafter jointly referred to as “ the **Owners**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors-in-interest and assigns) of the **One Part**

All being represented by constituted attorney, **Realmark Evana LLP** (PAN **AAEFR8935M**), having LLPIN **AAM-3573**, a Limited Liability Partnership Firm, having its registered office at 209, AJC Bose Road, Karnani Estate, 5th Floor, Room No.192, Police Station Beniapukur, Post Office Circus Avenue, Kolkata 700017, represented by its Designated partner **Rashmi Lohia**, (PAN AINPL9254C, AADHAAR NO.2373 4805 4982), Wife of Gagan Lohia, working for gain at Room No. 192, 5th Floor, Karnani Estates, 209, A.J.C Bose Road, Kolkata-700017, Police Station Beniapukur, Post Office Circus Avenue hereinafter collectively referred to as “**the Owners**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors-in-interest and assigns) of the **First Part**;

AND

3.35 Realmark Evana LLP (PAN AAYFR8935M), having LLP IN AAM-3573, a Limited Liability Partnership Firm, having its registered office at 209, AJC Bose Road, Karnani Estate, 5th Floor, Room No.192, Police Station Beniapur, Post Office Circus Avenue, Kolkata 700017, represented by its Designated partner **Rashmi Lohia**, (PAN AINPL9254C, AADHAAR NO.2373 4805 4982), Wife of Gagan Lohia working for gain at Room No. 192, 5th Floor, Karnani Estates, 209, A.J.C Bose Road, Kolkata-700017, Police Station Beniapur, Post Office Circus Avenue and hereinafter referred to as “**the Company**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and assigns) of the **Second Part**

The term “**Promoters**” shall mean jointly the Owners and the Company and where the context so permits it shall refer to only such of them as is concerned with the relevant matter/issue.

And

3.36 (1) I _____ w/o _____, by occupation _____, having **Income Tax Permanent Account Number** _____ and **Aadhaar Card Number** _____ (2) _____, s/o _____, by occupation _____, having **Income Tax Permanent Account Number** _____ and **Aadhaar Card Number** _____ both citizen of India, residing at _____, and hereinafter jointly referred to as “**the Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators, successors, legal representatives and permitted assigns) of the **Third Part**

The Promoters and the Allottee are hereinafter collectively referred to as the “Parties” and individually as a “Party”.

Whereas:

- A.** The Owners are the joint owners of All That specially demarcated piece and parcel of land converted into “*Bastu/Bhahutal Abasan*”, admeasuring an area of about 331.44 (three hundred and thirty one point four four) Decimal, comprised in several *Dags* recorded in various L.R. *Khatian* Numbers at 189b, N.S.C. Bose Road, Kolkata 700040 (**Said Property**). The Said Property is more particularly described in **Schedule A** below and is delineated in **Red** on the **Plan** annexed hereto marked as **Annexure 1**. The Owners have become the absolute owners of the Said Property, by virtue of events and circumstances, more fully mentioned in **Schedule A-I** below. For the purposes of developing the Said Property, the Owners and the Company have entered into a Development Agreement dated 18th July, 2023, registered in the Office of the DSR-III, South 24 Parganas, in Book I, Volume No. 1603-2023, Pages 291022 to 291066, being Deed No. 160310538 for the year 2023 (**Development Agreement**).
- B.** The Said Property is earmarked for the purpose of building a residential project comprising of multi-storied apartment towers/buildings and car parking spaces and the

said project shall be known as “AMORA” (**Said Project**).

- C. The Said Project are presently being developed in phases and has been registered under the West Bengal Real Estate Regulatory Authority (**Authority**) under the provisions of the Real Estate Regulatory Authority Act, 2016 (**Act**) and Rules, Regulations and other rules, regulations, circulars and rulings (**Rules and Regulations**) issued thereunder from time to time.
- D. The Promoters are fully competent to enter into this Agreement and all the legal formalities with respect to the title of the Owners to the Said Property and the Promoters’ right and entitlement to develop the Said Property on which inter-alia the Said Project is to be constructed have been completed.
- E. The Owners have duly intimated *KMC* department about commencement of construction of the Said Project vide its letter dated 21-03-2024.
- F. The Promoters have obtained the layout plan, sanctioned plan, specifications and approvals for the Said Project from the competent authority. The Promoters agree and undertake that the Promoters shall not make any changes to approved plans of the Said Project except in strict compliance with Section 14 of the Act and other laws as applicable.
- G. The Promoters have registered the Said Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at Kolkata on _____ under Registration No. _____.
- H. The Allottee had applied for an apartment in the Said Project vide **application dated _____** and has been allotted Residential **Apartment No. _____, on the ___th Floor, having carpet area of _____ square feet, more or less, [Super Build Up Area of _____]** being more particularly described in **Schedule B** below and the layout of the apartment is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure “2” (Said Apartment)** in **Said Building** together with the right to park in the parking space/s more particularly described in **Schedule B** below (**Said Parking Space**) and together with pro rata share in the common areas of the Said Project/Said Tower/Building (**Share In Common Areas**), the said common areas of the Said Project being described in **Schedule E** below (**Common Areas**) and also together with undivided, impartible, proportionate and variable share in the land underneath the Said Tower/Building, as be attributable and appurtenant to the Said Apartment (**Land Share**). The Said Apartment described in **Schedule B**, the Said Parking Space (if any) described in **Schedule B**, the **Share In Common Areas** and the **Land Share**, collectively described in **Schedule B below** (collectively **Said Apartment And Appurtenances**).
- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

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 Promoters agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Said Apartment And Appurtenances, described in the **Schedule B** below.
- 1.2 The Total Price payable for the Said Apartment And Appurtenances based on the carpet area is **Rs. _____/- (Rupees _____)** only (**Total Price**).

Tower/Building No. Apartment No. Type Floor	Rate of Apartment per square feet _____/-
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[AND] [if/as applicable]

Garage/Closed Parking-1	Price for 1 Rs. _____/-
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Explanation:

- (i) The Total Price includes the booking amount paid by the Allottee to the Promoters towards the Said Apartment, Parking And Appurtenances.
- (ii) The Total Price includes Taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, GST, CGST, if any as per law and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the SaidProject and/or with respect to the Said Apartment And Appurtenances and/or this Agreement payable by the Promoters). Provided that in case there is any

change/modification in the taxes, the subsequent amount payable by the Allottee to the Promoters shall be increased/reduced based on such change/modification;

(iii) The Developer shall periodically intimate in writing to the Allottee, the amount payable as stated in **Schedule C** below and the Allottee shall make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

(iv) The Total Price of the Said Apartment And Appurtenances includes pro rata share in the Common Areas and Said Car Parking Space (if any) as provided in the Agreement.

1.3 The Total Price is escalation-free, save and except escalations/increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority/Local Bodies/Government and/or any other increase in charges which may be levied or imposed by the competent authority/Local Bodies/Government from time to time. The Promoters undertakes and agree that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authority/Local Bodies/Government, the Promoters shall enclose the said notification/ order/rule/regulation/demand, published/issued to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Said Project by the Authority as per the Act, the same shall not be charged from the Allottee.

1.4 The Allottee shall make the payment as per the payment plan set out in **Schedule C (Payment Plan)**.

1.5 The Promoters may allow, in their sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 6% (six percent) per annum 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 Promoters.

1.6 It is agreed that the Promoters shall not make any additions and alterations in the sanctioned plans, layout plans and specifications (save and except finishing items, which may be altered/modified by the Promoters at their sole discretion) and the nature of fixtures, fittings and amenities described herein in '**Schedule D**' and "**Schedule E**' in respect of the Said Apartment And Appurtenances, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoters may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act. The Promoters shall take prior approval of the Allottee for extra charges, if any, as may be applicable for such addition/ alterations.

- 1.7 The Developer shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Said Tower/Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is reduction in the carpet area then the Developer shall refund the excess money paid by the Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment allotted to the Allottee, the Developer shall demand additional amount from the Allottee towards the Total Price, which shall be payable by the Allottee prior to taking possession of the Said Apartment. It is clarified that the payments to be made by the Developer/Allottee, as the case may be, under this Clause 1.7, shall be made at the same rate per square feet as agreed in Clause 1.2 above.
- 1.8 Subject to Clause 9.3 of this Agreement, the Promoters agrees and acknowledges that the Allottee shall have the following rights to the Said Apartment And Appurtenances: (i) The Allottee shall have exclusive ownership of the Said Apartment, (ii) The Allottee shall also have undivided proportionate share in the Common Areas of the Said Project (described in **Schedule E** below). Since the share/interest of the Allottee in the Common Areas of the Said Project is undivided and cannot be divided or separated, the Allottee shall use the Common Areas of the Said Project along with other occupants/allottees of the Said Project, maintenance staff etc., without causing any inconvenience or hindrance to them. 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 applicable. It is clarified that the Promoters shall hand over the Common Areas of the Said Project (described in **Schedule E** below) to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act, (iii) The computation of the price of the Said Apartment And Appurtenances includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the Common Areas and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Apartment And Appurtenances and the Said Project but excludes maintenance charges, (iv) The Allottee has the right to visit the Said Project site to assess the extent of development of the Said Project and his apartment, subject to prior consent of the Project engineer and complying with all safety measures while visiting the site.
- 1.9 It is made clear by the Promoters and the Allottee agrees that the Said Apartment along with the Said Parking Space (if any) shall be treated as a single indivisible unit for all purposes. Save and except the scheme of development as mentioned in Recital I (including all its subclauses), it is agreed that the Said Project is an independent, self-contained project and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that the Said Project's facilities and amenities shall be available for use and enjoyment of the Allottees of the Said Project as expressly mentioned in this Agreement.

- 1.10 The Promoters agree to pay all outgoings before transferring the physical possession of the apartment to the allottees, which it has collected from the allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Said Project). If the Promoters fails to pay all or any of the outgoings collected by it from the allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoters agree to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.11 The Allottee has paid a sum equivalent to 10% (ten percent) of the total price as booking amount being part payment towards the Total Price of the Said Apartment And Appurtenances which includes token amount/any advances paid at the time of application, the receipt of which the Promoters hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Said Apartment And Appurtenances as prescribed in the Payment Plan [specified in **Schedule C**] as may be demanded by the Promoters within the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. Mode of Payment

- 2.1 Subject to the terms of this Agreement and the Promoters abiding by the construction milestones as expressly mentioned in this Agreement, the Allottee shall make all payments, on written demand by the Promoters/Developer, within the stipulated time as mentioned in the Payment Plan through cheque/demand draft/pay order/wire transfer/RTGS/NEFT or online payment (as applicable) drawn in favour of/to the account of the Promoters/Developer 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, 1934 and the 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 Promoters with such permission, approvals which would enable the Promoters to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2. The Promoters accepts no responsibility in regard to matters specified in Clause 3.1 above. The Allottee shall keep the Promoters 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 Promoters immediately and comply with necessary formalities if any under the applicable laws. The Promoters shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the Said Apartment And Appurtenances applied for herein in any way and the Promoters shall be issuing the payment receipts in favour of the Allottee only.

4. Adjustment/Appropriation of Payments

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

5. Time is Essence

Time is of essence for the Promoters as well the Allottee. The Promoters shall abide by the time schedule for completing the Said Project as disclosed at the time of registration of the Said Project with the Authority and towards handing over the Said Apartment and Appurtenances to the Allottee and the Common Areas of the Said Project (described in **Schedule E** below) to the association of allottees, upon receiving the occupancy certificate or completion certificate or both, as the case maybe. 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 simultaneous completion of construction by the Promoters as provided in Schedule C.

6. Construction of the Project/Apartment and Common Areas Facilities & Amenities

6.1 The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Said Apartment And Appurtenances and accepted the floor plan, Payment Plan. Layout plan and the specifications, amenities and facilities as provided in this Agreement, which has been approved by the competent authority, as represented by the Promoters. The Promoters shall develop the Said Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms of this Agreement, the Promoters undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Municipal Authority and shall not have an option to make any variation /alteration/modification in such plans of the Said Project, other than in the manner provided under the Act, and breach of this term by the Promoters shall constitute a material breach of the Agreement.

7. Possession of The Apartment

7.1. **Schedule for possession of the Said Apartment-**The Promoters agrees and understands that timely delivery of possession of the Said Apartment And Appurtenances to the Allottee and the Common Areas of the Said Project to the association of allottees (upon its formation and registration) is the essence of the Agreement. The Promoters, based on the approved plans and specifications, assures to hand over possession of the Said Apartment And Appurtenances along with ready and complete Common Areas of the Said Project (as specified in Schedule E below) with all specifications (as provided in Schedule D below) in place on

_____ (**Completion Date**), unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Said Project ("**Force Majeure**"). If, however, the completion of the Said Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoters shall be entitled to the extension of time for delivery of possession of the Said Apartment And Appurtenances, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoters to implement the Said Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoters shall refund to the Allottee the entire amount received by the Promoters from the allotment within 45 days from that date. The Promoters shall intimate the allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoters and that the Promoters shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking Possession -** The Promoters, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Said Apartment And Appurtenances, to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue of completion certificate subject to payment of all amount due and payable under this Agreement and Registration of the Deed of Conveyance. The Promoters agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee, after taking possession, agree(s) to pay the maintenance charges (as provided on **Schedule H** below) as determined by the Promoters/association of allottees, as the case may be from the date of the issuance of the completion certificate for the Project. The Promoters shall hand over the photocopy of completion certificate of the Project to the allottee at the time of conveyance of the same.

7.3 **Failure of Allottee to take Possession of Apartment-** pon receiving a written intimation from the Developer as mentioned in Clause 7.2 above, the Allottee shall take possession of the Said Apartment from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Said Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2 above, such Allottee shall continue to be liable to pay maintance Charges as applicable.

7.4 Possession by the Allottee- After obtaining the Completion Certificate and handing over physical possession of the apartments comprised in the Said Project to the allottees, it shall be the responsibility of the Promoters to hand over the necessary documents and plans, including Common Areas of the Said Project (as specified in **Schedule E** below), to the association of allottees, upon its formation and registration; provided that, in the absence of any local law,.

7.5 Cancellation by Allottee- The Allottee shall have the right to cancel/ withdraw his/her allotment in the Said Project as provided in the Act: Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoters, the Promoters herein is entitled to forfeit the entirety of the booking paid for the allotment.

7.6 Compensation - The Owners shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Said Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Promoters fails to complete or is unable to give possession of the Said Apartment And Appurtenances (i) in accordance with the terms of this Agreement, duly completed within the Completion Date specified in Clause 7.1; or (ii) due to discontinuance of his business as a Promoters on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoters shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Promoters in respect of the Said Apartment And Appurtenances, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 (forty-five) days of it becoming due; Provided that if the Allottee does not intend to withdraw from the Said Project, the Promoters shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Said Apartment And Appurtenances which shall be paid by the Promoters to the Allottee within 45 (forty- five) days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS

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

(i) The Owners have absolute, clear and marketable title with respect to the Said Property; the requisite authority and rights to carry out development upon the Said Property and absolute, actual, physical and legal possession of the Said Property for the Said Project. (ii) The Promoters has lawful rights and requisite approvals from the competent Authorities to carry out development of the Said Project. (iii) There are no encumbrances upon the Said Property or the Said Project save and except as expressly disclosed in the Form A Declaration uploaded in the Website of the Authority; (iv) There are no litigations pending before any Court of law or Authority with respect to the Said Property or the Said Project, save and except as expressly disclosed in the Form A Declaration uploaded in the Website of the Authority; (v) All approvals, licenses and permits issued by the competent authorities with respect

to the Said Project, the Project Property and the Said Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoters has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Said Project, the Project Property, the Said Apartment, the Said Tower/Building and Common Areas of the Said Project till the date of handing over of the Said Project to the association of allottees; (vi) The Promoters has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected; (vii)The Promoters has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the Said Apartment which will, in any manner, affect the rights of Allottee under this Agreement; (viii) The Promoters confirms that the Promoters is not restricted in any manner whatsoever from selling the Said Apartment to the Allottee in the manner contemplated in this Agreement; (ix) At the time of execution of the conveyance deed the Promoters shall handover lawful, vacant, peaceful, physical possession of the Said Apartment to the Allottee and the Common Areas of the Said Project to the association of allottees, upon the same being formed and registered; (x) The Said Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Property; (xi) The Promoters has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the completion certificate has been issued and irrespective of possession of apartment along with Common Areas of the Said Project (equipped with all the specifications, amenities and. facilities) has been handed over to the allottee and the association of allottees or not; (xii)No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Project Property) has been received by or served upon the Promoters in respect of the Project Property and/or the Said Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1 Subject to the Force Majeure clause, the Promoters shall be considered under a condition of Default, in the following events: (i) Promoters fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Clause 7.1 or fails to complete the Said Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Clause 'ready to move in possession' shall mean that the Said Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications as specified in Schedule D of this Agreement, and for which completion certificate, has been issued by the competent authority; (ii) Discontinuance of the Promoters's business as a Promoters on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.
- 9.2. In case of Default by Promoters under the conditions listed above, Allottee is entitled to the following: (i) Stop making further payments to Promoters as demanded by the Promoters. If the Allottee stops making payments the Promoters shall correct the

situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoters shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice subject to allottee registering the deed of cancellation in respect of the Said Apartment and Appurtenances; Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoters, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Said Apartment, which shall be paid by the Promoters to the Allottee within forty-five days of it becoming due.

9.3. The Allottee shall be considered under a condition of Default, on the occurrence of the following events: (i) In case the Allottee fails to make payment to the Promoters 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 Promoters on the unpaid amount at the rate prescribed in the Rules; (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoters in this regard, the Promoters, upon 30 (thirty) days written notice, may cancel the allotment of the Apartment in favour of the Allottee and forfeit the entirety of the booking amount paid for the allotment. Upon registration of the deed of cancellation in respect of the Said Apartment and Appurtenances and upon resale of the Said Apartment and Appurtenances i.e. upon the Promoters subsequently selling and transferring the Said Apartment and Appurtenances to another allottee and receipt of the sale price thereon, the Promoters shall after adjusting the booking amount, refund to the Allottee, the balance amount, if any of the paid-up Total Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoters and exclusive of any indirect taxes, stamp duty and registration charges. Further, upon the termination of this Agreement in the aforesaid circumstances, the Allottee shall have no claim of any nature whatsoever on the Promoters and/or the Said Apartment and Appurtenances and the Promoters shall be entitled to deal with and/or dispose off the Said Apartment and Appurtenances in the manner it deems fit and proper.

10. CONVEYANCE OF THE SAID APARTMENT: The Promoters, on receipt of Total Price of the Said Apartment and Appurtenances (as provided in **Schedule C** under the Agreement) from the Allottee, shall execute a conveyance deed drafted by the Promoters's legal advisors and convey the title of the Said Apartment and Appurtenances within 3 (three) months from the date of issuance of the completion certificate to the Allottee: However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoters to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges and the Allottee shall be bound by its obligations as more fully mentioned in Clause 7.3 of this Agreement.

11. MAINTENANCE OF THE SAID

TOWER/BUILDING/APARTMENT/PROJECT: The Promoters 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 allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance will be paid/borne by the Allottee (to the Promoters) from the date of obtaining completion certificate till handover of maintenance of the Said Project to the association of allottees and thereafter to the association of allottees .

12. DEFECT LIABILITY:

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

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

The Allottee hereby agrees to purchase the [Apartment/Plot] 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 appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

- 14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:** The Promoters/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas of the Said Project, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Said Apartment any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

- 15. USAGE:** Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Said Complex, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks. Pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottees formed by the allottees

for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/PROJECT:

16.1 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Said Tower/Building, or the Said 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 Said Apartment and keep the Said Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Tower/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 / nameplate, neon light, publicity material or advertisement material etc. on the face facade of the Said Tower/Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Said Apartment or place any heavy material in the common passages or staircase of the Said Tower/Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Said Apartment.

16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoters 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.

16.4 In addition to the aforesaid, the Allottee here by agrees to observe and perform the stipulations, regulations and covenants (collectively **Covenants**), described in **Schedule F** below.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES: The Parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

18. ADDITIONAL CONSTRUCTIONS: The Promoters undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Said Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act and save as expressly provided in this Agreement.

19. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE: After the Promoters executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding

anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

20. APARTMENT OWNERSHIP ACT: The Promoters has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972, The Promoters showing compliance of various laws/ regulations as applicable in said Act.

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

22. ENTIRE AGREEMENT: This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/ plot/building, as the case may be.

23. RIGHT TO AMEND: This Agreement may only amended through written consent of the Parties.

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES: It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

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

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

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

29. PLACE OF EXECUTION: The execution of this Agreement shall be completed only upon its execution by the Promoters through its authorized signatory at the Promoters' Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Alipore(specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at Kolkata.

30. NOTICES: That all notices to be served on the Allottee and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoters by Registered Post at their respective addresses as mentioned in this Agreement or through e-mail. It shall be the duty of the Allottee and the Promoters 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 he deemed to have been received by the Promoters or the Allottee, as the case may be.

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

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

33. DISPUTE RESOLUTION: All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

[The other terms and conditions are as per the contractual understanding between the parties; however, the 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 there under].

34. SAVINGS: Any application letter, allotment Letter, agreement, or any other document signed by the allottee in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, 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 or the regulations made thereunder.

35. INTERPRETATIONS: In this Agreement (save to the extent that the context otherwise so requires);

- (a) Any reference to any act of Parliament or Legislature whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all rules, instruments, orders, plans, regulations, bye laws, permissions or directions any time issued under it.
- (b) Reference to any Agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or novated in writing.
- (c) A reference to a statutory provision shall include a reference to any modification or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- (d) Any reference to this Agreement or any of the provisions thereof shall include all amendments and modification made to this Agreement in writing from time to time.
- (e) The **Schedules** to this Agreement shall have effect and be construed as an integral part of this Agreement.
- (f) Words importing **singular** shall include **plural** and vice versa.
- (g) Words importing **masculine** gender shall include **feminine** and **neuter** genders and likewise words importing feminine gender shall include masculine and neuter

genders **And** similarly words importing neuter gender shall include masculine and feminine genders.

36. ADDITIONAL TERMS

Notwithstanding anything to the contrary contained hereinbefore, the parties have mutually agreed to the following terms which shall be valid and binding on them in addition to and/or in modification/supersession of those contained hereinbefore:

(i) Besides the additions and alterations permissible under the Act and/or Rules, the Allottee has consented to and/or hereby irrevocably consents that the Promoters may make modifications, additions and alterations within permissible and/or prevailing norms regarding the construction and the specifications of the Apartment, the Common Areas, the ground floor layout and/or the Said Apartment And Appurtenances as may be deemed necessary and/or as may be advised by the Architects and/or as may be required by any authority including the Authority and the same is and shall be deemed to be the previous written consent under the Act. Prior to the booking of the Said Apartment and Appurtenances the Allottee had been informed and made aware that the ground floor layout including the Common Areas and its location may undergo changes and/or modifications and the Allottee has consented to and/or hereby consents to the same and this is and shall be deemed to be the previous written consent of the Allottee in terms of the Act. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price/Agreed Consideration and that the total number of Common Areas mentioned in Schedule 'E' shall not be reduced to the detriment of the Allottee.

(ii) The decision of the Architects regarding the quality and specifications of the materials and the workmanship regarding construction and completion shall be final and binding on the Parties.

(iii) With effect from the Date of Possession and/or the date of expiry of the period specified in the Notice mentioned in Clause 7.2, whichever is earlier, the Allottee shall be deemed to have fully satisfied himself in all respects including the Plans, the construction and the quality, specifications and workmanship thereof, the carpet area and built-up area, the quality of materials used, the structural stability and completion of the Apartment, the Common Areas, the Said Apartment And Appurtenances, etc. and shall not thereafter be entitled to raise any objection or make any claim regarding the same.

(iv) From the Date of Possession, the Allottee shall be liable to pay the monthly charges for use of electricity to the Said Apartment and Appurtenances as per sub-meter/independent meter installed for the same within 7 (seven) days of issue of bill.

(v) After the Date of Possession or within 30 days from the date of execution of the Deed of Conveyance, whichever is earlier, the Allottee shall apply for mutation to the Authorities and shall take all necessary steps and complete, at the Allottee's own costs, the mutation of the Said Apartment and Appurtenances in the Allottee's name within 6 (six) months thereafter.

(vi) In case of there being a failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law, then the Promoters/Developer shall be entitled to issue a Notice to the Allottee calling upon the Allottee to rectify, remedy, make good or set right the same within 1 (one) month from the date of issue of such Notice. If the Allottee does not comply with the said Notice to the satisfaction of the Promoters/Developer within the above time, then the Allottee shall be liable to pay to the Promoters/Developer compensation and/or damages that may be quantified by the Promoters/Developer and in default of such payment within 30 (thirty) days, the Promoters/Developer may terminate the allotment Agreement of the Said Apartment and Appurtenances in favour of the Allottee. In case of termination the provisions under sub-clause 9.3 (ii) shall be applicable regarding the amount that shall be refundable and the time for the same.

(vii) If any act or omission of the Allottee results in any interruption, interference, hindrance, obstruction, impediment or delay in the Said Project or the construction of the Apartment or any portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, sale or disposal of any Apartment or portion of the Said Project, then in that event the Allottee shall also be liable to pay to the Developer compensation and/or damages that may be quantified by the Developer.

(viii) Besides the aforesaid rights, the Promoters/Developer shall also be entitled to enforce any other right to which the Promoters/Developer may be entitled to in law by reason of any default or breach on the part of the Allottee.

(ix) Neither any of the (i) open and covered spaces in the Said Project and the Said Property that are not included in the Common Areas mentioned in **Schedule E**, (ii) other Apartments, Land share in the Said Project and/or the Said Property and (iii) right of further construction on any part of the open land/space comprised in the Said Property and/or Land Share or raising of any additional floor/storey/construction on the roof of the Said Apartment and/or the roofs of the Apartment is intended to be transferred, nor the same shall be transferred in favour of the Allottee in as much as the same shall belong exclusively to the Promoters and the Allottee shall have no right, title, interest, claim or entitlement whatsoever in respect thereof and the Promoters shall be entitled to use, utilise, transfer, assign, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by the Promoters in their absolute discretion, without any reference to the Allottee who hereby consents to the same and hereby disclaims, relinquishes, releases and/or waives any right, title, interest, entitlement or claim that the Allottee may be entitled to, both in law or any equity, in favour of the Promoters. The Allottee shall not have any right to make any construction anywhere in the Said Property and/or the said Land Share and/or the Said Project.

(x) The Promoters shall be entitled at all times to install, display and maintain its name and/or logo at such places at the Said Property and/or the Said Project as may be decided by the Promoters by putting up hoardings, display signs, neon signs, lighted displays, etc. and all costs regarding the same shall form part of Common Expenses

and no one including the Allottees and the Association shall be entitled to object or to hinder the same in any manner whatsoever.

(xi) Save and except the right of obtaining housing loan in terms specified herein above, the Allottee shall not have any right or lien in respect of the Said Apartment and Appurtenances till execution and registration of the Deed of Conveyance after payment of all amounts by the Allottee.

(xii) The Deed of Conveyance and all other papers and documents in respect of the Said Apartment and Appurtenances and the Said Property shall be prepared and finalised by the Project Advocates and the Allottee has agreed and undertaken to accept and execute the same within 15 days of being required by the Promoters after complying with all obligations that are necessary for the same. In default, the Allottee shall be responsible and liable for all losses and damages that the Promoters may suffer.

(xiii) The Promoters shall take steps for formation of the Association. Any association, company, syndicate, committee, body or society formed by any of the Allottees without the participation of the Promoters shall not be entitled to be recognised by the Promoters and shall not have any right to represent the Allottees or to raise any issue relating to the Said Project or the Said Property. The maintenance of the Said Project shall be made over to the Association within the time mentioned in the West Bengal Apartment Ownership Act, 1972 and upon such formation the Association shall be responsible for the maintenance of the Said Project and for timely renewal of all permissions, licenses, etc. After handing over of the maintenance of the Said Project to the Association, the Promoters shall transfer and make over the Deposits, if any, that may have been made by the Allottees, to the Association after adjusting its dues, if any.

(xv) All the Allottees as also the Allottee herein shall become members of the Association without raising any objection whatsoever and abide by all the rules, regulations, restrictions and bye-laws as be framed and/or made applicable by the Promoters.

(xvi) All papers and documents relating to the formation of the Association shall be prepared and finalised by the Promoters and the Allottee hereby consents to accept and sign the same.

(xvii) The employees of the Maintenance Agency for the common purposes such as watchmen, security staff, caretaker, liftmen, sweepers etc. shall be employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment subsisting with the Maintenance Agency and the Allottee hereby consents to the same and shall not be entitled to raise any objection thereto.

(xviii) The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein and/or in the several Deeds of Conveyance which provisions and covenants shall, in any event, have an overriding effect and any contrary rules, regulations and/or amendments of the Association shall be void ab initio.

(xix) All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by all Allottees of the Said Project including the Allottee herein.

(xxi) The Allottee shall from the Date of Possession, use and enjoy the Said Apartment and Appurtenances in the manner not inconsistent with the Allottee's rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Allottees and/or the Promoters.

(xxii) It is expressly made clear that after issue of the Notice for Possession all costs, expenses and outgoings in respect of the Said Apartment And Appurtenances including for Maintenance Charges, electricity charges, property taxes and other outgoings, charges, rates, taxes, levies, cess, deposits including security deposits or assessments pertaining to the Said Apartment And Appurtenances, shall become payable by the Allottee from the date of issuance of the Partial or Full Completion / Occupancy Certificate notwithstanding anything to the contrary contained in Clause 16 or elsewhere in this Agreement. Such liability shall continue till the same is paid by the Allottee or the Agreement/ Allotment is cancelled/terminated.

(xxiii) The Maintenance Charges and proportionate Common Expenses shall be paid by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use any or all of the Common Areas and any non-user or non-requirement in respect of any Common Areas shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Allottee in respect of the said proportionate Common Expenses and/or Maintenance Charges.

(xxiv) The certified copies of deeds relating exclusively to the Said Property that are available with the Promoters along with related documents shall be handed over by the Vendors to the Association within 3 (three) months of handing over of maintenance of the Said Project to the Association.

(xxv) From the date of offering the handing over of maintenance to the Association, the Promoters shall not have any responsibility whatsoever regarding the Apartment and the Said Project and/or any maintenance, security, safety or operations including relating to fire fighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, meters and connection, etc and/or for any statutory compliances, permissions and licenses regarding the Said Project and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Allottees including the Allottee and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The Allottees including the Allottee and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, if any, generator license, fire license etc. and the Promoters shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of offering the handing over of maintenance, the Promoters and/or their directors, employees or agents shall not have any liability or responsibility whatsoever under any

circumstance.

(xxvi) The Allottee has irrevocably consented and/or hereby irrevocably consents that the Promoters shall be entitled to make in future additional/further constructions by way of additional/further construction in the Said Property including by way of construction of additional buildings/structures in the open land/spaces in the Said Property and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the Apartment and/or the Common Areas and such future additional/further constructions/ exploitation shall belong exclusively to the Promoters who shall be entitled to sell, transfer and/or otherwise deal with and dispose of the same in any manner whatsoever and appropriate all considerations and other amounts receivable in respect thereof. For the aforesaid purpose the Promoters are entitled to shift any part of the Common Areas (including common areas and installations, lift machine rooms and water tanks) and also to make available the Common Areas and all utility connections and facilities to the additional/further constructions. The Promoters shall, if required, be entitled to obtain necessary permission / sanction from the concerned authorities regarding the above or get the same regularized/approved on the basis that the Promoters have an irrevocable sole right in respect of the same and the Allottee has irrevocably consented and/or hereby irrevocably consents to the same. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price/Agreed Consideration and that the total number of Common Areas mentioned in **Schedule 'E'** shall not be reduced to the detriment of the Allottee.

(xxvii) Until a Deed of Conveyance is executed in favour of the Allottee, the Allottee shall not be entitled to mortgage or encumber or sell or assign or alienate or dispose of or deal in any manner whatsoever with the Said Apartment and Appurtenances or any portion thereof and/or any right therein and/or under this Agreement (“**Alienation**”) except for the purpose of housing loan in terms of Clause 19 unless all the following conditions are complied with: -

- a) A minimum period of 12 months has passed from the date of this Agreement.
- b) There is no default whatsoever by the Allottee in compliance with and/or performance of any of the Allottee’s covenants, undertakings and obligations under this Agreement or otherwise.
- c) The Allottee has made full payment of the Total Price / Agreed Consideration, the Additional Liabilities and Deposits mentioned in **Schedule C** due or payable till the time of such Alienation including interest and penalties, if any.
- d) The Allottee or the assignee, nominee, etc. has made payment to the Promoters sum calculated at the rate of Rs. 25/-per square feet of super built up area of the Said Apartment and Appurtenances as transfer charges (hereinafter referred to as “**the Transfer Charges**”). The Allottee shall also pay the applicable Goods and Services Tax thereon, if any. However, no Transfer Fee shall be payable in case of transfer to the mother or father or spouse or child of the Allottee. It is further clarified that inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a transfer unless such joint Allottee is a mother or father or spouse or child of the original Allottee. Similarly, in case of the Allottee being a company, inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a transfer unless such new joint Allottee is a group company in which the Allottee owns at least 51% (fifty one per cent) of the entire equity share capital as also complete management

control.

e) The Allottee shall deposit with the Promoters a No Objection Certificate from the Bank and/or a letter of release of charge/ mortgage/ security regarding the Said Apartment and Appurtenances including the documents pertaining to the Said Apartment And Appurtenances.

f) Prior consent in writing is obtained from the Promoters regarding the proposed Alienation.

g) Any additional income tax liability that may become payable by the Promoters due to nomination by the Allottee because of higher market valuation as per the Registration Authorities on the date of nomination, shall be compensated by the Allottee paying to the Promoters agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time. Such amount shall be payable by the Allottee on or before the nomination.

(xxviii) After the execution and registration of the Deed of Conveyance, the Allottee may sell the Said Apartment and Appurtenances subject to the following conditions:

a) The Said Apartment and Appurtenances shall be one lot and shall not be partitioned or dismembered in parts. In case of sale in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.

b) The sale of the Said Apartment and Appurtenances by the Allottee shall not be in any manner inconsistent with this Agreement and/or the Deed of Conveyance and the covenants contained herein and/or in the Deed of Conveyance shall run with the land and/or transfer. The person(s) to whom the Allottee may sell the Said Apartment and Appurtenances shall be bound by the same terms, conditions, agreements, covenants, stipulations, undertakings and obligations as are applicable to the Allottee by law and/or by virtue of this Agreement and/or the Deed of Conveyance.

c) All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, property and other taxes etc. relating to the Said Apartment and Appurtenances payable to the Maintenance Agency, the Authority and other concerned persons/entities are paid by the Allottee in full prior to the proposed sale. Such dues, if any, shall in any event, run with such proposed sale.

(xxix) The Open Terrace, if any, appurtenant to the said Apartment shall have exclusive access from and be attached and appurtenant only to the said Apartment and shall be exclusively occupied and used by the Allottee for the purpose of private terrace only. The Allottee shall not be entitled to use the same for any other purpose or to make any construction thereon or to cover the same in any manner. The Allottee shall however be entitled to beautify and landscape the same provided however the same must always be fully open to sky without any covering, temporary or permanent. Further the Open Terrace cannot be enclosed by grills save and except the railing provided by the Promoters. The Open Terrace shall form an integral part of the Said Apartment and Appurtenances and shall be transferable only as a part of the same and not independently or in any other manner.

(xxx) Development of land adjacent to and/or contiguous to and/or accessible through, and / or in the vicinity of the Said Property:

(a) The Promoters are desirous of developing other land or lands which are adjacent to and / or contiguous to and/or accessible through and / or in the vicinity of, the Said Property, in one or more phases and / or one or more independent developments (“**New Development(s)**”). The Promoters has negotiated/is negotiating with other land owners owning lands adjacent to and/or contiguous to and/or accessible through and / or in the vicinity of the Said Property for this purpose. Upon agreements being entered into in respect of such other lands for one or more New Development(s), the Promoters may from time to time apply for sanctioned building plan /revised /modified plan in respect of the Said Property and/or the other lands in relation to one or more New Development(s), including applying for a new independent sanctioned plan for a New Development(s). It is clarified that intention of the Promoters to develop such other lands is not an obligation or commitment of the Promoters towards anyone including the Owners and the Allottee but is a right and/or entitlement which may be exercised by the Promoters at its sole option and discretion.

(b) In respect of the New Development(s), the Promoters shall be entitled to make such constructions, additions, alterations, modifications, etc., inter alia, in the Said Property and the Common Areas comprised therein as it may deem necessary including demolishing / removing / constructing any portion of any boundary walls and connecting utilities like water, sewerage, drainage, electricity, telephone, cable, etc. The Promoters shall also be entitled to provide and/or make available the Common Areas as well as the Club constructed on the Said Property and all facilities in the Said Property to the owners/occupants of the New Development(s). The owners/occupants of the New Development(s) shall also be entitled to become members of the Club constructed on the Said Property and shall have similar rights and obligations regarding the same. The owners/occupants of the New Development(s) shall have an undivided, impartible, proportionate and variable share in the land as comprised in the relevant future New Development, as is attributable to each individual units forming part of such New Development. However, the common areas and utilities developed and provided in the Said Project by the Promoters (including in the Said Property) shall be used and enjoyed by the owners/occupants of the Said Project as well as any New Development(s) in the manner and as per rules as may be framed by the Promoters and/or the association of the Said Project from time to time. The Owners, Allottee and/or the association of the Said Project shall not be entitled to interfere with or obstruct or hinder in any manner the development, construction and/or sale of any of the New Development(s) and/or to the entitlement that may be granted by the Promoters to the owners/occupants of the New Development(s) in respect of the Common Areas and the Club constructed on the Said Property and all facilities in the Said Property as may be granted by the Promoters to them. The Promoters shall also endeavour to (but shall not be obligated to) ensure that the common areas and all facilities in the New Development(s) are provided to and / or made available to the Allottees of the Said Project.

(c) The Owners and the Allottee confirm having unconditionally and irrevocably consented to and hereby again unconditionally and irrevocably consents to all provisions relating to new Development(s) including Clause (a) and (b) above and the same is and shall be deemed to be the previous written consent, and agree and undertake, jointly and severally, not to create any obstruction or hindrance, directly or indirectly or through the association of the Project regarding the same irrespective of any inconveniences, temporary or otherwise.

(xxxi) Club

(a) The Promoters shall, subject to grant of necessary Approvals, and as part of the Said Project, construct a club having diverse facilities, which may include facilities for inter alia recreation, indoor and / or outdoor sports and games, health and fitness activities, leisure activities, hospitality (including providing accommodation, food and / or beverages), etc. (hereinafter referred to as the “**Club**”). The land and areas within the Project which are intended to be used for setting up the Club and its facilities as well as the land and areas appurtenant thereto and/or earmarked therefor (“**Club Land**”) and the Club shall be owned by the Promoters and / or a person or persons nominated by the Promoters (which could also include one or more of the Owners) (hereinafter referred to as the “**Club Owner**”), with all rights and authority to name, run, operate, develop and / or make improvements to, the Club, and to transfer the Club and the Club Land to any other person. A person to whom the Club and the Club Land are transferred shall be considered the successor-in-interest of the Club Owner, and shall exercise all rights of the Club Owner and undertake all obligations of the Club Owner. Save and except a right to membership of the Club (as set out herein below), the Allottees shall have not have any right, title or interest in the Club or the Club Land, and the Club or the Club Land shall not form part of the Common Areas, notwithstanding anything to the contrary contained elsewhere in this Agreement. The Club Owner shall have the right, in its sole discretion, to frame and / or establish the rules, regulations, bye-laws and/or Memorandum and Articles relating to the Club, which shall govern inter alia the management, running, operation, membership (including admission, suspension and / or termination thereof) and use of the Club, and shall be binding on all members thereof (“**Club Rules**”).

(b) A non refundable Admission Fee/Charge shall be payable for becoming a member of the Club and the same shall be fixed and revised by the Club Owner from time to time. All Allottees shall become members of the Club upon payment of the Admission Fee/Charge prevailing at the relevant time. The non-refundable Admission Fee/Charge collected from the members of the Club shall belong to and be used in any manner by the Club Owner and the Club Owner shall not be required to account for the same at any time or under any circumstance. The rights and obligations of the Allottees (and all subsequent buyer(s) of the Apartment) as members of the Club shall be governed by and subject to, the Club Rules. There shall be one membership of the Club in respect of each Apartment. Accordingly, in the event of any Apartment having more than one owner, the co-owners thereof shall nominate from amongst themselves one person for such membership. In the event of a Apartment not being owned by individuals but by a company or partnership firm or Hindu Undivided Family or other body, then one individual shall be nominated by it for membership of the Club.

(c) In case of transfer of an Apartment by an Allottee, his /her membership of the Club shall automatically stand terminated and neither any part of the Admission Fee/ Charge nor any compensation or amount shall be refundable, transferable or adjustable or payable. Upon transfer of a Apartment, the buyer of the Apartment shall be obliged to become a member of the Club upon payment of such Admission Fee / Charge as may be fixed by the Club Owner from time to time and shall also be

obliged to continue his / her membership of the Club by making payment of periodic subscription and other expenses.

(d) The Club Owner may admit persons other than the Allottees (and / or subsequent buyers of the Apartment) as members of the Club on such terms and conditions and upon payment of such Admission Fee/subscription and/or other charges as the Club Owner may decide in its sole discretion.

(e) All members of the Club including the Allottee (and / or subsequent buyers of the Said Apartment and Appurtenances) shall pay a monthly/periodical subscription to the Club Owner which shall be fixed by the Club Owner from time to time. The Club Owner may also prescribe charges to be paid by the members and/or their guests for use of different Club facilities/activities. The Club Owner may also, in its sole discretion, provide for different categories of membership, which each category having different charges, rights and / or privileges with respect to the Club and its facilities.

(f) Membership of the Club shall entitle the Allottees (and / or subsequent buyers of the Apartment) only to use the Club in accordance with the Club Rules and shall not confer any right title or interest in the ownership, management or running of the Club and/or its facilities.

(g) The ownership, control and management of the Club shall always remain with the Club Owner who shall be entitled to deal with and dispose of the same in any manner whatsoever. The Club shall be managed by the Club Owner either by itself or at its discretion through any managing committee/body consisting of such persons as may be appointed by the Club Owner.

(h) An individual member of the Club along with his/her spouse and unmarried children upto the age of 24 (twenty four) years shall be entitled to use the Club in accordance with the Club Rules. Provision may be made for taking in the adult and/or married children and/or co-owners of the member of the Club as Associate Members, inter alia, upon payment of such Admission Fee /Charge that may be fixed from time to time by the Club Owner in respect of Associate Membership. The Associate Membership shall automatically terminate simultaneously with the termination of membership of the member at whose instance the Associate Membership(s) was/were accepted by the Club.

(i) The Club shall be maintained by the body / organization / society appointed by the Promoters to undertake management / maintenance of the Project.

(J) The Club Owner shall not be required to make any contribution, subscription or payment towards the Maintenance Charges under any circumstances whatsoever. Expenses and Charges relating to the Club and/or the land occupied by it, including the Club land and other taxes and levies, shall be payable by the Allottees/ members of the Club.

37. To be read with clause J

- J.** The principal and material aspects of the development of the Said Project as disclosed by the Promoters are briefly stated below– (i) The Said Project shall comprise of 1 (one) Ground + 12 residential towers/buildings inter-alia comprising of 48 (three hundred and seventy) units, (ii) The Promoters are undertaking the development of the Said Property in a phase-wise manner, (iii) Apart from the Said Tower/Building the Promoters proposed to develop in one or more phases other residential tower/buildings/structures along with its/their common areas, facilities and amenities in the Said Project and upon the Said Property (**Other Residential Component**) and the portion of the Said Property upon which the Other Residential Component shall be developed in such manner as the Promoters may in their sole discretion deem fit, (v) The Other Residential Component proposed to be developed as part of the Said Project, may be provided with certain common areas, facilities and amenities (**Other Residential Exclusive Amenities**) and which may exclusively be made available to and usable by such person/s as the Promoters may in their sole discretion deem fit including the allottees of the Other Residential Component and may not be available to the Allottee or any other allottees/occupants of apartments/flats/units in the Said Project and the Allottees agree to the same. The Allottee agrees to use only the limited Common Areas and Facilities specifically identified for the Allottee in the Said Apartment And Appurtenances and as more particularly described in **Schedule B** here under written. The Allottee agrees to not use the any other common areas and facilities identified for other allottee/s nor shall the Allottee have any claim of any nature whatsoever including the right to use etc. in respect of the same, (vi) The Common Areas in the Said Project that may be usable by the Allottee and other allottee/s on a non-exclusive basis are listed in **Schedule E** hereunder written, (vii) The Allottee agrees and accepts that all amenities and facilities may not be provided simultaneously/contemporaneously with offering of possession of the Said Apartment and might be provided only after completion of the Said Project,
- (viii) The Allottee agrees and accepts that the exact location and identification of the Said Parking Space (if any) may be finalized by the Promoters only upon completion of the Said Project in all respects, (ix) The Promoters shall be entitled to utilize the maximum FAR (Floor Area Ratio) or any part thereof, subject to the necessary permission/sanction being granted by the KMC department and all other concerned authorities and construct additional built-up area by way of additional apartments and/or additional floors on the Said Tower/Building; and/or additional buildings on any part of the remaining portion of the Said Property. For the purpose aforesaid, the Promoters shall be entitled from time to time to vary, amend and/or alter the building plans in respect of the Said Tower/Building without however, adversely affecting the Said Apartment agreed to be sold hereunder, and to carry out construction work accordingly. The Allottee hereby irrevocably agrees and gives his/her/its express consent to the Promoters for carrying out amendments, alternations, modifications and/or variations in the building plans of the Said Tower/Building for the aforesaid purpose and to put up construction accordingly, so long as the total area of the Said Apartment and the specifications, amenities, fixtures and fittings thereof are not reduced. This consent shall be considered to be the Allottee's consent contemplated under the relevant provisions of the Act, Rules and Regulations. The Allottee shall not raise any objection or cause any hindrance in the said development/construction by the Promoters whether on the grounds of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the Said Apartment or any other part of the Said Tower/Building being affected by such construction. The Allottee hereby agrees to give all facilities and co-operation as the Promoters may require from time to time, both prior to and after taking possession of the Said Apartment, so as to enable the Promoters to complete the development smoothly and in the manner determined by the Promoters. It is expressly agreed by the Parties that the Promoters will be entitled to sell and transfer on ownership

basis or otherwise and for its own benefit the additional apartments that may be constructed by the Promoters as aforesaid, (x) The Allottee agrees and acknowledges that the sample apartment/flat (if any) is constructed by the Promoters and all furniture's, items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing and/or interior decorating the apartment and the Promoters is not liable/required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the sample flat, other than as expressly agreed by the Promoters under this Agreement. The height of the Said Apartment shall be in accordance to the sanctioned plan and the same may differ from the height of the sample apartment/flat constructed by the Promoters, (xi) The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Said Project, (xii) 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, (xiii) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agree to sell and the Allottee hereby agrees to purchase the Said Apartment And Appurtenances, being collectively described in Schedule B.

38. To be read with clause no. 2

2.2 The Promoters shall be entitled to securities the Total Price and other amounts payable by the Allottee under this Agreement (or any part thereof), in the manner permissible under the Act/Rules, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Total Price and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoters, the Allottee shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement, in the manner as intimated.

2.3 In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Promoters shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/ financial institution SUBJECT HOWEVER that such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoters under this Agreement and in no event the Promoters shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ financial institution.

2.4 The timely payment of all the amounts payable by the Allottee under this Agreement (including the Total Price), is the essence of the contract. An intimation forwarded by the Promoters to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof. The Promoters demonstrating dispatch of such intimation to the address of the Allottee as stated at Clause 29 (Notice) including by e-mail, shall be conclusive proof of service of such intimation by the Promoters upon the Allottee, and nonreceipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts.

2.5 In the event of delay and/or default on the part of the Allottee in making payment of any GST, TDS or any other tax, levies, cess etc., then without prejudice to any other rights or remedies available to the Promoters under this Agreement or under applicable law, the Promoters shall be entitled to adjust against any subsequent amounts received from the

Allottee, the said unpaid tax levy, cess etc. along with interest, penalty etc. payable thereon, from the due date till the date of adjustment.

39. To be read with Clause no. 6

6.2 In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoters, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoters shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials and specifications as set out in **Schedule D** of this Agreement.

6.3 The Allottee agrees, accepts and confirms that the Promoters is entitled to the rights and entitlements in this Agreement.

6.3.1 The Said Property is being developed in a phase-wise manner by constructing and developing multiple buildings/structures thereon. The Promoters shall be entitled to develop the Said Property as the Promoters deems fit in accordance with the approvals and permissions as may be issued from time to time and this Agreement and the Allottee has agreed to purchase the Said Apartment And Appurtenances based on the unfettered rights of the Promoters in this regard.

6.3.2 The Promoters has informed the Allottee that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Said Property. The Promoters has further informed the Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee along with other allottee/s of flats/units/apartments in the Said Tower/Building and/or in the Said Project, and the Allottee shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the allottee of flats/units/apartments in the Said Project including the Allottee/s herein and the proportion to be paid by the Allottee shall be determined by the Promoters and the Allottee agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee nor any of the allottee/s of flats/units/apartments in the Said Project shall object to the Promoters laying through or under or over the land described in **Schedule A** hereunder written and/or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings which are to be developed and constructed on any portion of the Said Property.

6.2.3 The Allottee is aware that he/she/it/they shall only be permitted to use the Common Areas in the Said Project (specified in **Schedule E** below) in common with other allottee/s and users in the Said Project and the Promoters and its contractors, workmen, agents, employees, personnel and consultants. The Allottee is also aware that the Promoters shall designate certain common area, facilities and amenities which shall be exclusively made available to and usable by such person(s) as the Promoters may in its sole discretion deem fit including the allottees/occupants of the Other Residential Component shall not be available to the Allottee or any other allottees/occupants of apartments/flats in the Said Project.

6.2.4 The Said Project included amenities and any other areas as may be designated

by the Promoters including common open areas, common landscapes and driveways etc. in/on the Said Property shall be an integral part of the layout of the development of the Said Project and the Said Property and neither the Allottee nor any person or entity on the Allottee's behalf shall, at any time claim any exclusive rights with respect to the same.

6.2.5 The Allottee shall at no time demand partition of the Said Apartment And Appurtenances and/or the Said Tower/Building and/or the Said Project and/or the Said Property.

40. To be read with Clause no 7

7.1 The Possession Date has been accepted by the Allottee. However, if the Said Apartment And Appurtenances is made ready prior to the Completion Date, the Allottee undertakes and covenants not to make or raise any objection to the consequent preponement of his/her /their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan.

7.2 interest on amount due and payable in terms of this Agreement, maintenance charges, municipal tax and other outgoings and further holding charges, being equivalent to 2 (two) times the maintenance charges for the period of delay after the lapse of 2 (two) months from the date of issuance of possession notice of the Said Apartment shall become applicable.

7.4 the Promoters shall handover the necessary documents and plans, including Common Areas of the Said Project (as specified in **Schedule E** below) to the association of allottees within 30 (thirty) days after formation and registration of the association of allottees

7.5 Upon registration of the deed of cancellation in respect of the Said Apartment and Appurtenances and upon resale of the Said Apartment and Appurtenances i.e. upon the Promoters subsequently selling and transferring the Said Apartment and Appurtenances to another allottee and receipt of the sale price thereon, the Promoters shall after adjusting the booking amount, refund to the Allottee, the balance amount, if any of the paid-up Total Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoters and exclusive of any indirect taxes, stamp duty and registration charges. Further in case of a falling market the amount refundable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Apartment to another allottee and the purchase price of the Allottee, if the current sale price is less than the purchase price. The Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoters. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoters and/or the Said Apartment And Appurtenances and the Promoters shall be entitled to deal with and/or dispose off the Said Apartment And Appurtenances in the manner it deems fit and proper.

41. To be read with Clause 11

Maintenance Expenses wherever referred to in this Agreement shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Area and Installations and for rendition of services in common to the Allottees and all other expenses for the common purposes to be contributed borne paid and shared by the Allottees of the Project including those mentioned in Schedule H below (“**Common Expenses/Maintenance Charges**”).

42. To be read with Clause 12

It is clarified that the Promoters shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee and/or any other allottees in the Said Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee and/or any other allottee/person in the Said Project and/or the Said Property. The Allottee is/are aware that the Said Tower/Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Tower/Building at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoters’s obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee and/or the association of allottees shall have no claim(s) of whatsoever nature against the Promoters in this regard.

**SCHEDULE 'A'-
(Said Property)**

ALL THAT the piece or parcel of land measuring about 1 (one) Bigha 15 (fifteen) Cottahs 5 (five) Chittacks and 1 (one) square feet together with the buildings, dwelling units, outhouses, sheds, other structures about 16418.1926 (sixteen thousand four hundred and eighteen point one nine two six) square feet standing thereon, situate lying at and being Municipal Premises No. 189/B, Netaji Subhas Chandra Bose Road, Police Station Tollygunge, Kolkata-700040 within Ward No.98 of the Kolkata Municipal Corporation and the said Property is delineated on the Plan attached hereto and bordered in **Green** colour thereon and butted and bounded as follows in the following manner:

On the North: By South-West KMC Road;

On the East: By 199 NSC Bose Road;

On the South: By 39' wide Regent Grave Road; and

On the West: By Regent Grave Road.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

**Part-II
(Devolution of Title)**

1. By an Indenture dated 14th December, 1940, registered at the office of the Additional District Sub-Registrar, Alipore, South 24 Parganas, in Book No. I, Volume No. 8, at Pages 131 to 136, being Deed No. 89 of 1941, Khondkar Fazies Sobhan and Fuzal Haque sold land measuring about 1 (one) Bigha 15 (fifteen) Cottahs 5 (five) Chittacks and 1 (one) Square Feet, being the portion of C.S. Dag No. 116 and 118, recorded under C.S. Khatian Nos. 160, 267, 150 and 255, Touji Nos. 151 and 152, Mouza Khaspur, Parganas Khaspur, Police Station Tollygunge, District 24 Parganas, in favour of Smt. Ela Chatterjee and Kanailal Chatterjee ("**Joint Land of Smt. Ela Chatterjee and Kanailal Chatterjee**").
2. By a Deed of Partition dated 31st July, 1946, registered at the office of the District Sub-Registrar, Alipore, 24 Parganas, in Book No. I, Volume No. 53, at Pages 9 to 20, being Deed No. 2740 for the year 1946, made between the said Smt. Ela Chatterjee and Kanailal Chatterjee, whereby the Joint Land of Smt. Ela Chatterjee and Kanailal Chatterjee was divided and demarcated into 2 (two) parts. And Smt. Ela Chatterjee was allotted land measuring about 18 (eighteen) Cottahs 2 (two) Chittacks and 10 (ten) Square Feet out of the Joint Land of Smt. Ela Chatterjee and Kanailal Chatterjee ("**Smt. Ela Chatterjee's Property**") and Kanailal Chatterjee was allotted land measuring about 17 (seventeen) Cottahs 2 (two) Chittacks and 36 (thirty six) Square Feet, being the remaining portion of Joint Land of Smt. Ela Chatterjee and Kanailal Chatterjee ("**Kanailal Chatterjee's Property**").

3. Subsequently, the share of Smt. Ela Chatterjee in the Joint Land of Smt. Ela Chatterjee and Kanailal Chatterjee, being land measuring about 18 (eighteen) Cottahs 2 (two) Chittacks and 10 (ten) Square Feet has been renamed and came to be known as Municipal Premises No. 189/A, Netaji Subhas Chandra Bose Road (previously known as Municipal Premises No. 3, Regent Grove Road), Kolkata-700040.
4. By a Deed of Sale dated 19th April, 1947, registered at the office of the Sadar Joint Sub-Registrar, Alipore, in Book No. I, Volume No. 27, at Pages 30 to 36, being Deed No. 1253 for the year 1947, Kanailal Chatterjee sold the entirety of Kanailal Chatterjee's Property, being land measuring about 17 (seventeen) Cottahs 2 (two) Chittacks and 36 (thirty six) Square Feet, in favour of Debi Prasanna Chatterjee ("**Debi Prasanna Chatterjee's Property**").
5. Subsequently, Debi Prasanna Chatterjee's Property, being land measuring about 17 (seventeen) Cottahs 2 (two) Chittacks and 36 (thirty six) Square Feet has been renamed and came to be known as Municipal Premises No. 189/B, Netaji Subhas Chandra Bose Road, Kolkata-700040.
6. Debi Prasanna Chatterjee died on 19th August, 1974, after publishing his last Will and Testament dated 14th October, 1970 ("**Will of Debi Prasanna Chatterjee**"), whereby Late Debi Prasanna Chatterjee bequeathed all his movables, immovables properties including Debi Prasanna Chatterjee's Property, in favour of his wife Smt. Ela Chatterjee with power to sell, transfer, make gift or otherwise dispose of all his properties including Debi Prasanna Chatterjee's Property.
7. Smt. Ela Chatterjee subsequently applied before the District Delegate Judge at Alipore for grant of Probate and by an Order dated 16th September, 1976, the Learned 5th Senior Judge, Alipore granted probate in Case No. 184 of 1978 under Act 39 on 20th December, 1976.
8. Thus, by virtue of the Will of Debi Prasanna Chatterjee and the said Probate Order dated 20th December, 1976, Smt. Ela Chatterjee became the absolute owner of entirety of the Debi Prasanna Chatterjee's Property, being land measuring about 17 (seventeen) Cottahs 2 (two) Chittacks and 36 (thirty six) Square Feet, situate, lying at and being Municipal Premises No. 189/B, Netaji Subhas Chandra Bose Road, Kolkata-700040.
9. By a Deed of Lease dated 12th October, 1988, registered at the office of the Additional District Sub-Registrar, Alipore, in Book No. I, Volume No. 282, at Pages 1 to 6, being Deed No. 11927 for the year 1988, Smt. Ela Chatterjee (as lessor) granted lease for a period of 99 (ninety nine) years in respect with land measuring about 7 (seven) Cottahs out of Ela Chatterjee's Property, situate, lying at and being Municipal Premises No. 189/A, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Chiradip Lahiri and Smt. Indrani Lahiri (jointly being the lessee).
10. Smt. Ela Chatterjee, a Hindu, died on 2nd November, 1998 after having published her last Will and Testament dated 31st December, 1991 ("**Will of Smt. Ela Chatterjee**") and surviving her 2 (two) sons, namely, Partha Chatterjee and Siddhartha Chatterjee and 2 (two) daughters, namely, Smt. Indrani Lahiri and Smt. Padmini Chatterjee.

11. By virtue of Will of Smt. Ela Chatterjee, Smt. Ela Chatterjee bequeathed upper floor flat at Premises No. 3, Regent Grove Kolkata-700040 in favour of her eldest son Partha Chatterjee and daughter-in law Vivene Teeresa Chatterjee. She further bequeathed ground floor flat in favour Jaydeep Lahiri, being the younger son of her daughter Smt. Indrani Lahiri. Further, land measuring about 7 (seven) Cottahs, situate, lying at and being Municipal Premises No. 3, Regent Grove, Kolkata-700040 was bequeathed in favour of Chirodeep Lahiri and Smt. Indrani Lahiri. And out of the other portion of Municipal Premises No. 3, Regent Grove containing land measuring about 17.5 (seventeen point five) Cottahs, land measuring about 3.5 (three point five) Cottahs was bequeathed in favour of Smt. Maruska Chatterjee, being her grand-daughter from her daughter Padmini Chatterjee and the balance land measuring about 14 (fourteen) Cottahs was bequeathed in favour of her two sons, Partha Chatterjee and Siddhartha Chatterjee. It is important to note that, Smt. Ela Chatterjee did not bequeath any property to her daughter Padmini Chatterjee.
12. Smt. Ela Chatterjee appointed her younger son Siddhartha Chatterjee as her only Executor of the Will of Smt. Ela Chatterjee, who after demise of Smt. Ela Chatterjee has applied for probate of the said Will of Smt. Ela Chatterjee before the Hon'ble High Court at Calcutta, vide P.L.A. No. 128 of 2001. The said probate application was contested and thus was renumbered as Testamentary Suit No. 4 of 2012 ("**Said Testamentary Suit**").
13. During pendency of the Said Testamentary Suit, Smt. Indrani Lahiri, being one of the daughters of Late Ela Chatterjee, died on 3rd September, 2003, leaving behind surviving her 2 (two) sons, namely, Joydeep Lahiri and Chiradeep Lahiri as her only legal heirs and successors.
14. During the pendency of the Said Testamentary Suit, Siddhartha Chatterjee, being one of the sons and sole executor of Will of Smt. Ela Chatterjee died on 7th May, 2016, leaving behind him surviving his only son Debaprem Chatterjee, as his only legal heir.
15. During the pendency of the Said Testamentary Suit, all legatees of Late Ela Chatterjee arrived into a settlement and the Will of Smt. Ela Chatterjee could not be proved before the Hon'ble High Court. Subsequently, after the demise of the sole executor Siddhartha Chatterjee, all legatees of Late Ela Chatterjee prayed before the Hon'ble High Court and the Said Testamentary Suit was dismissed on the ground of non-prosecution by its Order dated 20th June, 2019. Thus, Partha Chatterjee, Smt. Padmini Chatterjee, Joydeep Lahiri, Chiradeep Lahiri and Debaprem Chatterjee (collectively "**Partha Chatterjee And Others**") became the joint owners of the Municipal Premises No. 189A, Netaji Subhas Road and 189B, Netaji Subhas Chandra Bose Road, Kolkata-700040, each of them having their respective share therein.
16. During the pendency of the Said Testamentary Suit, both Partha Chatterjee and Siddhartha Chatterjee entered into an Agreement For Development dated 15th January, 2001 with Pace Dealcom Private Limited in respect with land measuring about 17 (seventeen) Cottahs 2 (two) Chittacks and 6 (thirty six) Square Feet, situate, lying at and being Municipal Premises No. 189B, Netaji Subhas Chandra Bose Road,

Kolkata-700040. A Power of Attorney dated 3rd January, 2000 was also granted in favour of Pace Dealcom Private Limited.

17. During the pendency of the Said Testamentary Suit, by a Deed of Conveyance dated 6th February, 2012, registered at the office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, CD Volume No. 7, at Pages 1215 to 1229, being Deed No. 2929 for the year 2012, Partha Chatterjee sold his undivided 1/4th (one-fourth) share in land measuring about 12 (twelve) Cottahs, situate, lying at and being Municipal Premises No. 189A, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Pace Dealcom Private Limited (being the Owner No. 1 herein).
18. By another Deed of Conveyance dated 6th October, 2012, registered at the office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, Volume No. 1901-2018, at Pages 223762 to 223788, being Deed No. 190105395 for the year 2018, Partha Chatterjee sold his undivided 1/4th (one-fourth) share in land measuring about 17 (seventeen) Cottahs 6 (six) Chittacks and 36 (thirty six) Square Feet, situate, lying at and being Municipal Premises No. 189B, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Pace Dealcom Private Limited (being the Owner No. 1 herein).
19. By another Deed of Conveyance dated 1st July, 2019, registered at the office of the District Sub-Registrar-I, South 24 Parganas, in Book No. I, Volume No. 1601-2019, at Pages 93172 to 93204, being Deed No. 160101941 for the year 2019, Partha Chatterjee [being represented by his constituted attorney Pradeep Banerjee, appointed by a Power of Attorney dated 6th February, 2012, registered at the office of the Additional Registrar of Assurance-III, Kolkata, in Book No. IV, CD Volume No. 2, at Pages 546 to 556, being Deed No. 00736 for the year 2012] sold his undivided 1/4th (one-fourth) share in land measuring 7 (seven) Cottahs equivalent to land measuring about 1 (one) Cottah and 12 (twelve) Chittacks, situate, lying at and being Municipal Premises No. 189A, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Pace Dealcom Private Limited (being the Owner No. 1 herein).
20. By a Deed of Conveyance dated 25th July, 2019, registered at the office of the District Sub-Registrar-I, South 24 Parganas, in Book No. I, Volume No. 1601-2019, at Pages 107267 to 107306, being Deed No. 160102228 for the year 2018, Smt. Padmini Chatterjee sold her undivided 1/4th (one-fourth) share in land measuring about 17 (seventeen) Cottahs 2 (two) Chittacks and 36 (thirty six) Square Feet equivalent to land measuring about 4 (four) Cottahs 4 (four) Chittacks and 32 (thirty two) Square Feet, situate, lying at and being Municipal Premises No. 189B, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Smt. Maruska Chatterjee, being the daughter of Smt. Padmini Chatterjee and one of legatees of Will of Smt. Ela Chatterjee and Pace Dealcom Private Limited have confirmed the sale made by virtue of the said Deed No. 160102228 for the year 2018.
21. By another Deed of Conveyance dated 25th July, 2019, registered at the office of the District Sub-Registrar-I, South 24 Parganas, in Book No. I, Volume No. 1601-2019,

- at Pages 107339 to 107377, being Deed No. 160102229 for the year 2019, Smt. Padmini Chatterjee sold her undivided 1/4th (one-fourth) share in land measuring about 7 (seven) Cottahs equivalent to land measuring about 1 (one) Cottah and 12 (twelve) Chittacks, situate, lying at and being Municipal Premises No. 189B, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Smt. Maruska Chatterjee, being the daughter of Smt. Padmini Chatterjee and one of legatees of Will of Smt. Ela Chatterjee and Pace Dealcom Private Limited have confirmed the sale made by virtue of the said Deed No. 160102229 for the year 2018.
22. By another Deed of Conveyance dated 25th July, 2019, registered at the office of the District Sub-Registrar-I, South 24 Parganas, in Book No. I, Volume No. 1601-2019, at Pages 107378 to 107415, being Deed No. 160102230 for the year 2019, Smt. Padmini Chatterjee sold her undivided 1/4th (one-fourth) share in land measuring about 11 (eleven) Cottahs 2 (two) Chittack and 10 (ten) Square Feet equivalent to land measuring about 2 (two) Cottah 12 (twelve) Chittacks and 33 (thirty three) Square Feet, situate, lying at and being Municipal Premises No. 189A, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Smt. Maruska Chatterjee, being the daughter of Smt. Padmini Chatterjee and one of legatees of Will of Smt. Ela Chatterjee and Pace Dealcom Private Limited have confirmed the sale made by virtue of the said Deed No. 160102230 for the year 2018.
23. By a Deed of Conveyance dated 25th July, 2019, registered at the office of the District Sub-Registrar-I, South 24 Parganas, in Book No. I, Volume No. 1601-2019, at Pages 107463 to 107500, being Deed No. 160102233 for the year 2019, Debaprem Chatterjee sold his undivided 1/12th (one-twelfth) share in land measuring about 17 (seventeen) Cottahs 2 (two) Chittack and 36 (thirty six) Square Feet equivalent to land measuring about 1 (one) Cottah 6 (six) Chittacks and 40.5 (forty point five) Square Feet, situate, lying at and being Municipal Premises No. 189B, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Pace Dealcom Private Limited (being the Owner No. 1 herein) has confirmed the sale made herein in the capacity of erstwhile developer.
24. By a Deed of Conveyance dated 25th July, 2019, registered at the office of the District Sub-Registrar-I, South 24 Parganas, in Book No. I, Volume No. 1601-2019, at Pages 107501 to 107536, being Deed No. 160102234 for the year 2019, Debaprem Chatterjee sold his undivided 1/12th (one-twelfth) share in land measuring about 7 (seven) Cottahs equivalent to land measuring about 9 (nine) Chittacks and 15 (fifteen) Square Feet, situate, lying at and being Municipal Premises No. 189A, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited

(being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Pace Dealcom Private Limited (being the Owner No. 1 herein) has confirmed the sale made herein in the capacity of erstwhile developer.

25. By a Deed of Conveyance dated 25th July, 2019, registered at the office of the District Sub-Registrar-I, South 24 Parganas, in Book No. I, Volume No. 1601-2019, at Pages 107537 to 107572, being Deed No. 160102235 for the year 2019, Debaprem Chatterjee sold his undivided 1/12th (one-twelfth) share in land measuring about 11 (eleven) Cottahs 2 (two) Chittacks and 10 (ten) Square Feet equivalent to land measuring about 14 (fourteen) Chittacks and 38.5 (thirty eight point five) Square Feet, situate, lying at and being Municipal Premises No. 189A, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Pace Dealcom Private Limited (being the Owner No. 1 herein) has confirmed the sale made herein in the capacity of erstwhile developer.
26. By a Deed of Conveyance dated 11th September, 2019, registered at the office of the District Sub-Registrar-I, South 24 Parganas, in Book No. I, Volume No. 1601-2019, at Pages 138816 to 138856, being Deed No. 160102842 for the year 2019, Debaprem Chatterjee sold his undivided 1/12th (one-twelfth) share in land measuring about 17 (seventeen) Cottahs 2 (two) Chittack and 36 (thirty six) Square Feet equivalent to land measuring about 1 (one) Cottah 6 (six) Chittacks and 40.5 (forty point five) Square Feet, situate, lying at and being Municipal Premises No. 189B, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Pace Dealcom Private Limited (being the Owner No. 1 herein) has confirmed the sale made herein in the capacity of erstwhile developer.
27. By a Deed of Conveyance dated 11th September, 2019, registered at the office of the District Sub-Registrar-I, South 24 Parganas, in Book No. I, Volume No. 1601-2019, at Pages 138857 to 138896, being Deed No. 160102843 for the year 2019, Debaprem Chatterjee sold his undivided 1/12th (one-twelfth) share in land measuring about 7 (seven) Cottahs equivalent to land measuring about 9 (nine) Chittacks and 15 (fifteen) Square Feet, situate, lying at and being Municipal Premises No. 189A, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Pace Dealcom Private Limited (being the Owner No. 1 herein) has confirmed the sale made herein in the capacity of erstwhile developer.

28. By another Deed of Conveyance dated 11th September, 2019, registered at the office of the District Sub-Registrar-I, South 24 Parganas, in Book No. I, Volume No. 1601-2019, at Pages 138897 to 138936, being Deed No. 160102844 for the year 2019, Debaprem Chatterjee sold his undivided 1/12th (one-twelfth) share in land measuring about 11 (eleven) Cottahs 2 (two) Chittack and 10 (ten) Square Feet equivalent to land measuring about 14 (fourteen) Chittacks and 38.5 (thirty eight point five) Square Feet, situate, lying at and being Municipal Premises No. 189A, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Pace Dealcom Private Limited (being the Owner No. 1 herein) has confirmed the sale made herein in the capacity of erstwhile developer.
29. By a Deed of Conveyance dated 6th May, 2022, registered at the office of the District Sub-Registrar-I, South 24 Parganas, in Book No. I, Volume No. 1601-2019, at Pages 260199 to 260232, being Deed No. 160107486 for the year 2022, Debaprem Chatterjee sold his undivided 1/12th (one-twelfth) share in land measuring about 17 (seventeen) Cottahs 2 (two) Chittack and 36 (thirty six) Square Feet equivalent to land measuring about 1 (one) Cottah 6 (six) Chittacks and 40.5 (forty point five) Square Feet, situate, lying at and being Municipal Premises No. 189B, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Pace Dealcom Private Limited (being the Owner No. 1 herein) has confirmed the sale made herein in the capacity of erstwhile developer.
30. By a Deed of Conveyance dated 18th May, 2022, registered at the office of the District Sub-Registrar-III, South 24 Parganas, in Book No. I, Volume No. 1603-2022, at Pages 260094 to 260128, being Deed No. 160307475 for the year 2022, Joydip Lahiri sold his undivided 1/8th (one-eighth) share in land measuring about 17 (seventeen) Cottahs 2 (two) Chittacks and 36 (thirty six) Square Feet equivalent to land measuring about 2 (two) Cottahs 2 (two) Chittacks and 16 (sixteen) Square Feet, situate, lying at and being Municipal Premises No. 189B, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Pace Dealcom Private Limited (being the Owner No. 1 herein) has confirmed the sale made herein in the capacity of erstwhile developer.
31. By another Deed of Conveyance dated 18th May, 2022, registered at the office of the District Sub-Registrar-I, South 24 Parganas, in Book No. I, Volume No. 1603-2022, at Pages 260020 to 260057, being Deed No. 160307472 for the year 2022, Joydip Lahiri sold his undivided 1/8th (one-eighth) share in land measuring about 7 (seven) Cottahs equivalent to land measuring about 14 (fourteen) Chittacks, situate, lying at and being Municipal Premises No. 189A, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No.

- 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Pace Dealcom Private Limited (being the Owner No. 1 herein) has confirmed the sale made herein in the capacity of erstwhile developer.
32. By another Deed of Conveyance dated 18th May, 2022, registered at the office of the District Sub-Registrar-I, South 24 Parganas, in Book No. I, Volume No. 1603-2022, at Pages 260058 to 260093, being Deed No. 160307476 for the year 2022, Joydip Lahiri sold his undivided 1/8th (one-eighth) share in land measuring about 11 (eleven) Cottahs 2 (two) Chittacks and 10 (ten) Square Feet equivalent to land measuring about 1 (one) Cottah 6 (six) Chittacks and 17 (seventeen) Square Feet, situate, lying at and being Municipal Premises No. 189A, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Pace Dealcom Private Limited (being the Owner No. 1 herein) has confirmed the sale made herein in the capacity of erstwhile developer.
33. By a Deed of Conveyance dated 8th September, 2021, registered at the office of the District Sub-Registrar-III, South 24 Parganas, in Book No. I, Volume No. 1601-2021, at Pages 110472 to 110517, being Deed No. 160102073 for the year 2021, Chiradeep Lahiri sold his undivided 1/8th (one-eighth) share in land measuring about 17 (seventeen) Cottahs 2 (two) Chittacks and 36 (thirty six) Square Feet equivalent to land measuring about 2 (two) Cottahs 2 (two) Chittacks and 16 (sixteen) Square Feet, situate, lying at and being Municipal Premises No. 189B, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Pace Dealcom Private Limited (being the Owner No. 1 herein) has confirmed the sale made herein in the capacity of erstwhile developer.
34. By another Deed of Conveyance dated 8th September, 2021, registered at the office of the District Sub-Registrar-I, South 24 Parganas, in Book No. I, Volume No. 1601-2021, at Pages 110730 to 110774, being Deed No. 160102078 for the year 2021, Chiradeep Lahiri sold his undivided 1/8th (one-eighth) share in land measuring about 7 (seven) Cottahs equivalent to land measuring about 14 (fourteen) Chittacks, situate, lying at and being Municipal Premises No. 189A, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Pace Dealcom Private Limited (being the Owner No. 1 herein) has confirmed the sale made herein in the capacity of erstwhile developer.
35. By another Deed of Conveyance dated 8th September, 2021, registered at the office of the District Sub-Registrar-I, South 24 Parganas, in Book No. I, Volume No. 1601-2021, at Pages 110427 to 110471, being Deed No. 160102072 for the year 2021, Chiradeep Lahiri sold his undivided 1/8th (one-eighth) share in land measuring about

11 (eleven) Cottahs 2 (two) Chittacks and 10 (ten) Square Feet equivalent to land measuring about 1 (one) Cottah 6 (six) Chittacks and 17 (seventeen) Square Feet, situate, lying at and being Municipal Premises No. 189A, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Pace Dealcom Private Limited (being the Owner No. 1 herein) has confirmed the sale made herein in the capacity of erstwhile developer.

36. Thus, Pace Dealcom Private Limited (being the Owner No. 1 herein), Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein) become the joint and absolute owners of land measuring about (i) 18 (eighteen) Cottahs 2 (two) Chittacks and 10 (ten) Square Feet, situate, lying at and being Municipal Premises No. 189A, Netaji Subhas Chandra Bose Road, Kolkata-700040 and (ii) 17 (seventeen) Cottahs 2 (two) Chittacks and 36 (thirty six) Square Feet, situate, lying at and being Municipal Premises No. 189B, Netaji Subhas Chandra Bose Road, Kolkata-700040, totalling to land measuring 35 (thirty five) Cottahs 5 (five) Chittacks and 1 (one) Square Feet.
37. By dated 27-06-2022, Municipal Premises No. 189A, Netaji Subhas Chandra Bose Road, Kolkata-700040 and 189B, Netaji Subhas Chandra Bose Road, Kolkata-700040 were amalgamated into one single Municipal holding and came to be known as Municipal Premises No. 189B, Netaji Subhas Chandra Bose Road, Kolkata-700040, i.e. the said Property.

SCHEDULE 'B'
(Said Apartment)

All That the residential **Apartment No. _____, on the _____th floor having carpet area of _____square feet, more or less, [Super Build Up Area of _____ Sq.ft] and Car Parking Space for parking One _____ car parking** intended to be constructed on a portion of the said Apartment Land in the Project named "AMORA" being constructed at the Said Property (described in Schedule H below).

The said Apartment is to be made ready for handing over possession by 31.12.2027 with a Grace Period of 6 months unless there is delay due to Force Majeure or reasons beyond control.

SCHEDULE 'C'-
PRICE DETAILS & PAYMENT PLAN

The consideration for sale of the Said Apartment, the Land Share, the Share In Common Portions grant of User Rights over the Specified Facilities and right to use the Said 1 (one) medium sized car/or Covered dependent, in the covered space in the ground Level, both are collectively **Rs. _____/- (Rupees _____ Only)** **(Total Price of Apartment, Parking And Appurtenances)**

(Payment Plan)

Application/Booking Amount	Rs. 5,00,000/- + GST
On Allotment	10% of total consideration (+) GST (-) Application/Booking Amount 10% of Extra Charges (+) GST to be paid within 7 days from the date of application
On Agreement	10% of Total Consideration (+) GST. 10% of Extra Charges (+) GST Agreement money to be paid within 15 days from the date of booking amount paid
on commencement pilling	10% of Total Consideration (+) GST 10% of Extra Charges (+) GST
On Commencement of ground floor casting	10% of Total Consideration (+) GST 10% of Extra Charges (+) GST
On 3 rd floor Casting	10% of Total Consideration (+) GST 10% of Extra Charges (+) GST
On 6 th Floor Casting	10% of Total Consideration (+) GST 10% of Extra Charges (+) GST
On 9 th floor Casting	10% of Total Consideration (+) GST 10% of Extra Charges (+) GST
On 12 th floor Casting	10% of Total Consideration (+) GST 10% of Extra Charges (+) GST
On Brick Work of Unit Booked	10% of Total Consideration (+) GST 10% of Extra Charges (+) GST
On flooring of Unit Booked	5% of Total Consideration (+) GST 5% of Extra Charges (+) GST
On Possession	5% of Total Consideration (+) GST 5% of Extra Charges (+) GST 100% of Deposits

3. In addition to the Total Price, the Allottee shall also pay to the Promoters, as and when demanded, the amounts mentioned in the table below (collectively **Extras & Deposits**), proportionately or wholly (as the case may be), with GST and other Taxes, if any, thereon, towards:

(a) **Transformer and Electricity:** obtaining HT/LT electricity supply from the supply agency, which is Rs. 25000/- (Rupees Twenty Five Thousand) per KVA.

(b) **Electricity Meter for Common Areas:** security deposit and all other billed charges of the supply agency for providing electricity/meter to the Common Areas, proportionately, to the Promoters. Generator: stand-by power supply to the Said Apartment/Flat from diesel generators, @ Rs.30/- (Rupees Thirty) per SBA or to the Promoters.

(c) **Betterment Fees:** betterment or other levies that may be charged/imposed by any

government authorities or statutory bodies on the Said Property or the Said Apartment And Appurtenances or its transfer in terms hereof, proportionately, to the Promoters.

- (d) Legal Fees, Stamp Duty and Registration Costs:** fees of Advocates (Legal Advisors), who have drawn this Agreement and shall draw all further documents. The fee is Rs.35/- (Rupees Thirty Five) per sqft on Super Built Up Area/- per square feet, based on the SBA area of Said Apartment. Stamp duty, registration fees, fixed miscellaneous expenses for registration and all other fees and charges, if any, shall be borne by the Allottee and paid 15 (fifteen) days prior to the date of registration. The fee and costs shall be paid to the Promoters, who shall do all accounting with the Legal Advisors.
- (e) Association Formation Charge:** The buyer shall pay to the Promoters a sum of Rs.11,000/- (Rupees Eleven Thousand) towards forming of association of the Owners. The entirety of the Association Formation charges is to be to the Promoters on the Date of Completion of Flooring of tower booked.
- (f) Club Membership Charges:** The buyer shall pay to the Promoters a sum of Rs.100/- (Rupees Hundred) per sqft on Super Built Up Area/- per square feet, based on the SBA area of Said Apartment towards club membership charges.
- (g) Common Expenses/Maintenance Deposit:** interest free deposit as security for payment of Common Expenses/Maintenance Charges, a sum of Rs.36/- (Rupees Thirty-Six) @ per square feet, to be calculated on the super built-up area. (**Common Expenses/Maintenance Deposit**), which shall be handed over to the Association, upon formation.
- (h) Sinking Fund:** interest free deposit as sinking fund for replacement, renovation and/or other periodic expenses @Rs.36/- (Rupees Thirty Six) per square feet, to be calculated on super built up area.
- (i) Corporation Tax:** Simultaneously with the payment of the last installment of the Total Price, the Buyer shall pay and deposit a sum of Rs.20/- (Rupees Twenty) per square feet of the super built-up area of Said Flat, with the Developer (**Rates & Taxes Deposit**) towards timely payment for corporation tax as be assessed for the Said Flat And Appurtenances, from the Date Of Possession Notice, by the Kolkata Municipal Corporation.
- (j) Nomination Charge:** In case of nomination made by the Buyer, the Buyer shall be liable to pay 1% of the total valuation of the Agreement, towards Nomination Charges, to the Promoters.
- (k) Cancellation Charge:**In case the Purchaser commits default in making payment of the consideration mentioned herein or in observing his covenants herein within time then in such event, the Promoters shall give one month's notice in writing to the Purchaser setting out the default or breach complained of and

calling upon the Purchaser to remedy the default or breach complained of and if on the expiry of such notice, the Purchaser continues the default or breach, then this agreement shall at the option of the Promoters stand terminated and rescinded and also if the Purchaser wishes to cancel and/or withdraw from the Agreement of his own volition then in both such events the Promoters shall become entitled to enjoy and/or transfer the said Unit and the Car Parking Space to any person without in any way becoming liable to the Purchaser and upon the Promoters only after having entered into a contract for sale of the said Unit and the Car Parking Space with any new buyer or buyers, only thereafter the Promoters shall refund to the Purchaser the earnest money paid by the Purchaser to the Promoters after deduction of a sum equivalent to 10% (ten percent) of the consideration as and by way of pre-determined compensation/liquidated damages or service charges.

**SCHEDULE 'D'-
SPECIFICATIONS, AMENITIES, FACILITIES WHICH ARE PART
OF THE SAID APARTMENT:
Specifications
(Which Are Part Of the Said Apartment)**

Structure	Earthquake Resistant RCC framed structure with Anti-termite treatment
Building Envelope	Iconic Tower meticulously designed and externally painted with mix of Anti-fungal & Texture / Acrylic Emulsion paint to increase durability and prevent fungi.
Living / Dining	
Flooring	4' X 2' Big format Italian Finish Vitrified Tiles
Wall	PUTTY
Main Door	Wooden Frame with outside veneer finish Shutter Door
Hardware and Fitting	Locks and hardware Fittings of Reputed Brands
Windows	UPVC Window with glass panes
Electricals	Moduler Switches of Reputed Brands
Air condition	Privision for VRF
Bedroom	
Flooring	4' X 2' Big format Italian Finish Vitrified Tiles
Wall	Putty
Main Door	Wooden Frame with Shutter Door
Hardware and Fitting	Locks and hardware Fittings of Reputed

	Brands
Windows	UPVC Window with glass panes
Electricals	Moduler Switches of Reputed Brands
Air condition	Privision for VRF
Balcony	
Flooring	Wooden Finish Vitrified Tiles
Wall	Putty
Door	UPVC Sliding doors with glass panes
Railing	Glass Railing
Kitchen	
Flooring	Anti-skid tiles
Wall	Tiles upto 2 Feet above Counter
Main Door	Wooden Frame with Shutter Door
Hardware and Fitting	Locks and hardware Fittings of Reputed Brands
Windows	UPVC Window with glass panes and provision for exhaust fan
Counter	Granite Slab
Electricals	Moduler Switches of Reputed Brands
Plumbing	Stainless Steel Sink with hot & cold water provision
Toilet	
Flooring	2' X 2' Big format Italian Finish Vitrified Tiles
Wall	2' X 2' Big format Italian Finish Vitrified Tiles full height
Main Door	Wooden Frame with Shutter Door
Hardware and Fitting	Locks and hardware Fittings of Reputed Brands
Windows	UPVC Window with glass panes and provision for exhaust fan
Sanitary Ware	Kohler or Equivelent Reputed Brands
CP Fitting	Reputed Brands
Ground Floor lobby	
Flooring	Imported Marble Floor
Wall	Imported Marble and Texture Paint
Main Door	Aluminium Frame Glass Door with Doorset Hard Ware Fitting
False Ceiling	Gypsum & Wooden Ceiling with Dipper Light from reputed Brand

SCHEDULE 'E'
(Common Areas Of the Said Project)
(Which Are Part Of the Real EstateProject)

Sr. No.	Project Included Amenities
	Amenities – Card Room,Mini Theatre,pool Table,chess carrom and

1.	darts,indoor 6-A-Side Football,Gymnasium,Kids Gym,Steam bath with Changing room and locker ,basketball Court, Badminton Court, Box Cricket,tennis,Vollyball,yoga and meditation room,play station room,Banquet hall,digital library,Lounge,Foosball, Toddler’s playroom
2.	Outdoor Amenities – Kids splash pool, Skating Track , Pet-friendly Zone, Swimming Pool,Speakers around Swimming Pool,Festival podium,Bar B Que Zone,Kids play area,jogging track,flower garden,natural pond with indigenous fishes,yoga lawn,sand pit for kids,poolside cabanas,vertical garden,cycling track,rock climbing,tree house,security sustem,boom barrier at premises entry,fire door at fire escape staircase,security desk every block,CCTV surveillance,intercom facilities,high speed elevators upto terrace,water treatment plant with softening,boundary plantation,shuttle service from project to nearest metro,
3.	Water conservation, rain water harvesting, recycled water for gardening and flushing,sky turf,beautified terrace.

**SCHEDULE ‘F’
(Covenants)**

The Allottee covenants with the Promoters (which expression includes the body of apartment owners of the Said Project under the West Bengal Apartment Ownership Act, 1972 (“Association”), wherever applicable) and admits and accepts that:

1. **Satisfaction of Allottee:** The Allottee is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, right and entitlement of the Promoters, the sanctioned plans, all the background papers, the right of the Owners and the Promoters to enter into this Agreement, the scheme of development described in this Agreement and the extent of the rights being granted in favour of the Allottee and the negative covenants mentioned in this Agreement and the Allottee hereby accepts the same and shall not raise any objection with regard thereto.
2. **Allottee Aware of and Satisfied with Common Areas and Specifications:** The Allottee, upon full satisfaction and with complete knowledge of the Common Areas (described in **Schedule E above**) and Specifications (described in **Schedule D above**) and all other ancillary matters, is entering into this Agreement. The Allottee has examined and is acquainted with the Said Complex and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Said Tower/Building and/or the Said Complex and/or the Said Property save and except the Said Apartment And Appurtenances.
3. **Facility Manager:** The Promoters can hand over management and upkeep of all Common Areas to a professional facility management organization (**Facility Manager**). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render specified day to day services with regard to the common areas of the Said Complex (2) the Facility Manager shall levy and collect the common expenses/maintenance charges (3)the Allottee shall be bound to pay the common expenses/maintenance charges to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Allottee and it shall be deemed that the Facility Manager is rendering the services

to the Allottee for commercial considerations (5) the Facility Manager shall merely be the service provider for rendition of services with regard to the common portions and no superior rights with regard to the common portions shall vest in the Facility Manager and(6) the Facility Manager may be replaced by consent of 80% (eighty percent) or more of the allottees of the Said Complex.

4. **Allottee to Mutate and Pay Rates & Taxes:** The Allottee shall (1) pay the Municipal Tax, surcharge, levies, cess etc. (collectively “**Rates & Taxes**”)(proportionately for the Said Tower/Building and/or the Said Complex and wholly for the Said Apartment And Appurtenances and until the Said Apartment And Appurtenances is separately mutated and assessed in favour of the Allottee, on the basis of the bills to be raised by the Promoters/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof and (2) have mutation completed at the earliest. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the bills of the Promoters/the Facility Manager or the Association (upon formation)/the Apex Body (upon formation).
5. **Allottee to Pay Common Expenses/Maintenance Charges:** The Allottee shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Promoters/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that (1) the Allottee shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Promoters/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).
6. **Allottee to Pay Interest for Delay and/or Default:** The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Promoters/the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Allottee shall pay interest as per rules & regulations of WBRERA for the period of delay, computed from the date the payment became due till the date of payment, to the Promoters/the Facility Manager/the Association (upon formation), as the case may be. The Allottee also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Allottee and the Allottee shall be disallowed from using the Common Areas Of the Said Project.
7. **Promoter’s Charge/Lien:** The Promoters shall have first charge and/or lien over the Said Apartment And Appurtenances for all amounts due and payable by the Allottee to the Promoters provided however if the Said Apartment And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Promoters shall stand extinguished on the financial institution clearing all dues of the Promoters.
8. **No Obstruction by Allottee to Further Construction:** Subject to compliance with

Section 14 of the Act, the Promoters shall be entitled to construct further floors on and above the top roof of the Said Tower/Building and/or make other constructions elsewhere on the Said Complex and the Allottee shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Allottee due to and arising out of the said construction/developmental activity. The Allottee also admits and accepts that the Promoters and/or employees and/or agents and/or contractors of the Promoters shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Allottee shall not raise any objection in any manner whatsoever with regard thereto.

9. **No Rights of or Obstruction by Allottee:** All open areas in the Project Property proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Agreement and the Promoters shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.

10. **Variable Nature of Land Share and Share In Common Portions:** The Allottee fully comprehends and accepts that (1) the Share In Common Areas is a notional proportion that the Said Apartment bears to the currently proposed area of the Said Tower/Building/Said Project (2) if the area of the Said Tower/Building/ Said Project is recomputed by the Promoters, then the Share In Common Areas shall vary accordingly and proportionately and the Allottee shall not question any variation (including diminution) therein (3) the Allottee shall not demand any refund of the Total Price paid by the Allottee on the ground of or by reason of any variation of the Share In Common Areas and (4) the Share In Common Areas are not divisible and partible and the Allottee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoters, in its absolute discretion.

11. **Allottee to Participate in Formation of Association and Apex Body:** The Allottee admits and accepts that the Allottee and other intending allottees of apartments in the Said Complex shall form the Association and the Allottee shall become a member thereof. Further, the Association shall be bound to form a common maintenance body with all similar associations of all building/s in the Other Residential Component for supervision of maintenance of the facilities common for occupants of the Said Complex (“**Apex Body**”). The Allottee shall bear and pay the proportionate expenses of the Association and the Apex Body and shall acquire and hold membership with voting rights and in this regard the Allottee shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association and the Apex Body, the Facility Manager shall look after the maintenance of the Common Areas. Each apartment owner will be entitled to cast a vote irrespective of his/her/it’s size of Apartment. The Allottee further admits and accepts that the Allottee shall ensure and not object to the Association joining the Apex Body.

12. Obligations of Allottee: The Allottee shall: (a) **Co-operate in Management**

and Maintenance: co-operate in the management and maintenance of the Said Tower/Building, the Said Project, the Said Property and the Said Complex by the Promoters/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation). (b) **Observing Rules:** observe the rules framed from time to time by the Promoters/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the beneficial common enjoyment of the Said Tower/Building, the Said Project, the Said Property and the Said Complex. (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Apartment And Appurtenances and the Common Areas from the possession date. (d) **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoters or to the other apartment owners. The main electric meter shall be installed only at the common meter space in the Said Complex. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Tower/Building, the Project Property, and outside walls of the Said Tower/Building save in the manner indicated by the Promoters/the Facility Manager/the Association (upon formation). The Promoters shall endeavor to provide T.V. cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Allottee. (e) **Residential Use:** use the Said Apartment for residential purpose only. Under no circumstances shall the Allottee use or allow the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Promoters shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place. (f) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Apartment and the Said Tower/Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Apartment. In the event the Allottee makes any alterations/changes, the Allottee shall compensate the Promoters /the Association (upon formation) (as the case may be) as estimated by the Promoters /the Association (upon formation) for restoring it to its original state. (g) **No Structural Alteration and Prohibited Installations:** not alter, modify or in any manner change the structure or any civil construction in the Said Apartment And Appurtenances or the Common Areas or the Said Tower/Building. The Allottee shall not install any dish antenna on the balcony and/or windows of the Said Tower/Building and/or on any external part of the Said Tower/Building and/or the roof thereof. The Allottee shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Allottee shall install pipelines and ledge only at such places, as be specified and prescribed by the Promoters. Grills may only be installed by the Allottee on the inner side of the doors and windows of the Said Apartment. The Allottee shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Promoters, it being clearly understood by the Allottee that no out-door units of split air-conditioners will be installed on the external walls of the Said Tower/Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Allottee shall install the out-door unit of the same either inside the Allottee's own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on

such ledge and at no other place. The Allottee shall also not install any collapsible gate on the main door/entrance of the Apartment. The Allottee accepts that the aforesaid covenants regarding grills, air conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all. (h) **No Sub-Division:** not sub-divide the Said Apartment And Appurtenances and the Common Areas, under any circumstances. (i) **No Changing Name:** not change/alter/modify the names of the Said Tower/Building and the Said Complex from that mentioned in this Agreement. (j) **Trade Mark Restriction:** not to use the name/mark “ AMORA” 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 Said Apartment and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoters and shall further be liable for prosecution for use of the mark Realmark/ AMORA. (k) **No Nuisance and Disturbance:** not use the Said Apartment or the Common Areas or the Said Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Tower/Building and/or the neighbouring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons. (l) **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas. (m) **No Obstruction to Promoters/Facility Manager/Association/ Apex Body:** not obstruct the Promoters/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in their acts relating to the Common Areas and not obstruct the Promoters in constructing on other portions of the Said Tower/Building and/or the Said Complex//Project Property and selling or granting rights to any person on any part of the Said Tower/Building/Said Complex/Project Property(excepting the Said Apartment and the Said Parking Space, if any). (n) **No Obstruction of Common Areas:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Apartment and the Said Parking Space, if any. (o) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Promoters/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the use of the Common Areas. (p) **No Throwing Refuse:** 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 therefor. (q) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, the Said Parking Space, if any or the Common Areas. (r) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment and the Said Parking Space, if any. (s) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the Said Apartment/Said Tower/Building/Said Complex save at the place or places provided therefor provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the Apartment. (t) **No Floor Damage:** not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances. (u) **No Installing Generator:** not install or keep or run any generator in the Said Apartment and the Said Parking Space, if any. (v) **No Use of Machinery:** not install or operate any machinery or equipment except home

appliances. (w) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Apartment. (x) **No Damage to Common Areas:** not damage the Common Areas in any manner and if such damage is caused by the Allottee and/or family members, invitees or servants of the Allottee, the Allottee shall compensate for the same. (y) **No Hanging Clothes:** not hang or cause to be hung clothes from the balconies of the Said Apartment. (z) **Fire Safety and Air Conditioning Equipment:** not object to any fire safe equipment including fire sprinklers and Air Conditioning equipment being installed inside the Said Apartment and/or the Common Areas, as per statutory requirements. The Allottee hereby understands and accepts that as per the present statutory requirements/fire norms, the fire extinguisher pipe line/fire sprinklers cannot be concealed within any wall and/or ceiling of the Said Apartment and consequently all fire extinguisher pipe line/fire sprinklers installed in the Said Apartment shall always remain exposed and the Allottee shall not raise any objection in any manner whatsoever with regard thereto and further the Allottee hereby confirms that the Allottee shall not violate any terms of the statutory requirements/fire norms. (aa) **Notification Regarding Letting/Transfer:** If the Allottee lets out or sells the Said Apartment And Appurtenances, the Allottee shall immediately notify the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) of the tenant's/allottees address and telephone number. (bb) **No Objection to Construction:** Notwithstanding anything contained in this Agreement, the Allottee has accepted the scheme of the Promoters to construct/develop the Said Complex/Said Project in phases and to construct on other portions of the Said Property/proposed adjoining land and hence the Allottee has no objection to the continuance of construction in the other portions of the Said Property/ the proposed adjoining land/the Said Complex, even after the date of possession notice. The Allottee shall not raise any objection to any inconvenience that may be suffered by the Allottee due to and arising out of the said construction/developmental activity. (cc) **No Right in Other Areas:** Save and except as expressly mentioned in this Agreement, the Allottee shall not have any right in the other portions of the Said Property/the proposed adjoining land/the Said Complex and the Allottee shall not raise any dispute or make any claim with regard to the Promoters either constructing or not constructing on the said other portions of the Said Property/the proposed adjoining land/the Said Complex. (dd) **Roof Rights:** A demarcated portion of the top roof of the Said Tower/Building shall remain common to all owners of the Said Tower/Building (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance of the top roof of the Said Tower/Building shall belong to the Promoters with right of exclusive transfer and the Allottee specifically agrees not to do any act which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said Tower/Building as aforesaid, the Promoters shall always have the right of further construction on the entirety of the top roof and the Allottee specifically agrees not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all owners of the Said Tower/Building. (ee)**Hoardings:** The Promoters shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoters is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoters may in its sole discretion deem fit on the Said Property and on the

façade, terrace, compound wall or other part of the buildings as may be developed from time to time. The Promoters shall also be entitled to place, select, decide hoarding/board sites (f) **Said Club:** (1)The Promoters has decided to provide several amenities and facilities in a social and recreational club within the Said Project (**Said Club**), intended for use and enjoyment of all allottees of the Said Project and select outsiders as be determined by the Club Manager (defined below) at its sole discretion (collectively **Other Members**). It is clarified that (1) the decision of the Promoters as to what amenities and facilities shall be included in the Said Club shall be final and binding on the Allottee/s (2) the Other Members shall be given membership of the Said Club, on such terms and conditions as be decided by the Club Manager (defined below) at its sole discretion and the Allottee/s hereby unconditionally accept/s the proposed usage of the Said Club by the other allottees of the Said Project/Other Members and shall not, under any circumstances, raise any objection or hindrance to the other allottees of the Said Project/Other Members using all or part of the amenities and facilities provided in the Said Club and (3) the criteria for admission/membership of the Other Members in the Said Club and the terms and conditions of their membership and rules and regulations governing their use of the Said Club and its facilities will be exclusively formulated by the Club Manager (defined below) before the Said Club is made operational. (2) **Membership Obligation of Allottee/s:** Membership of the Said Club being compulsory for all allottees of the Said Project, the Allottee/s (which expression, in the context of the Said Club, means only 1 (one) person if the number of allottee/s under this Agreement is more than 1 (one), as be nominated *inter se* among the allottee/s) agrees to become a member of the Said Club, on the preliminary terms and conditions recorded in this Agreement. The Allottee/s understand/s and accept/s that (1) detailed terms and conditions of membership and rules and regulations governing use of the Said Club and its facilities will be formulated by the Club Manager (defined below) in due course and circulated to members before the Said Club is made operational (2) all members (including the Allottee) will be required to abide by these terms and conditions and rules and regulations **and** (3) the acceptance by the Allottee/s of the club scheme shall be a condition precedent to completion of sale of the Said Apartment And Appurtenances in terms of this Agreement. (3) **Membership Scheme of Said Club:** The Allottee/s understand/s and accept/s that (1) membership of the Said Club shall be open only to the allottees of the Said Project/Said Block and the Other Members (2) each apartment is entitled to 1 (one) membership, irrespective of the number of owners of such apartment (3) Save and except for the Other Members, membership is open only to individuals (i.e. no corporate membership) and if the Allottee is a body corporate, it will be required to nominate 1 (one) occupier of the Said Apartment, who, for all purposes, shall be treated as the member of the Said Club (4) the Said Club can be used by the member and his/her immediate family i.e. spouse and dependent children below 21 (twenty one) years subject to a maximum of 4 (four) dependents (5) members may, subject to the reservation of rights of admission and club rules, bring in guests on payment of guest fees (6) in the event of sale/transfer of the Said Apartment, the membership will stand terminated and the transferee shall be granted a new membership at the then applicable terms and as per the rules and regulations of the Said Club then in force **and** (7) if an allottee lets out his/her Apartment, he/she may request a temporary suspension of his/her usage right of the Said Club and permission for

usage of the Said Club by the tenant under his/her membership; if such permission is granted, the tenant may use the Said Club only during the tenure of the tenancy subject to payment of all charges as would have been payable by the Allottee/s. (4) **Facilities of Said Club:** Notwithstanding anything contained in this Agreement, the Allottee/s understand/s and accept/s that the Promoters shall have the sole rights and discretions in planning the details and facilities of the Said Club and the same may also be varied at the sole discretion of the Promoters. (5) **Commencement of Operation of Said Club:** The Promoters reasonably expect that the Said Club shall be made operational after the entirety of the Said Project is completed and made ready. The Allottee/s understand/s and accept/s that the Completion Date of the Said Apartment has no connection and correlation with the Said Club becoming operational and the Allottee/s shall not raise any claim or objection in this regard. (6) **Club Manager:** The Allottee/s understand/s and accepts that the Said Club (at the sole discretion of the Promoters) shall be managed and operated professionally through a club operation and management agency (**Club Manager**), to be exclusively engaged by the Promoters, at its sole discretion. Notwithstanding formation of the Association and the Apex Body, the Club Manager shall at all times continue to look after the maintenance and running of the Said Club. The Allottee/s further understand/s and accept/s that the Club Manager can only be changed and/or replaced at the sole discretion of the Promoters and the allottees of the Said Project/Other Members shall have no right to replace the Club Manager. (7) **Membership Fee, Security Deposit and Monthly Subscription:** The Allottee/s understand/s and accept/s that (1) the Allottee/ do/es not have to pay any membership fee for membership of the Said Club as the Total Consideration includes the membership fee but future transferees of the Allottee/s may have to pay separate amount towards membership fee (2) the Allottee/s may have to pay a one-time interest free security deposit for use of credit facilities at the Said Club and (3) the Allottee/s will have to pay a fixed monthly subscription for membership of the Said Club, irrespective of whether the Allottee/s resides at the Said Apartment, which shall be determined at the time of opening of the Said Club, at the sole discretion of the Promoters and this shall be in addition to the Common Expenses/Maintenance Charges. (8) **User Charge:** The Allottee/s understand/s and accept/s that (1) some facilities of the Said Club will be available for use free of charge by members while other facilities will be on a pay by use basis and (2) the rate, schedule etc. will be determined at the time of the opening of the Said Club, at the sole discretion of the Club Manager.

SCHEDULE 'H'
(Common Expenses)

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Tower/Building and the Said Complex and the road network, STP etc.
3. **Association:** Establishment and all other capital and operational expenses of the

Association of Allottees.

4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas [including the exterior or interior (but not inside any apartment) walls of the Said Tower/Building] and the road network, STP etc.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas, including elevators, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas and the road network.
7. **Rates and Taxes:** Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Tower/Building and the Said Complex save those separately assessed on the Allottee.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
9. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipments and personnel, if any.

OR HOWSOEVER OTHERWISE the same may be butted, bounded, called, known, numbered, described or distinguished.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

SIGNED AND DELIVERED BY THE WITHIN NAMED

PROMOTERS:

Signature _____
(RASHMI LOHIA)

SIGNED AND DELIVERED BY THE WITHIN NAMED OWNERS:

Signature _____
(RASHMI LOHIA)

At Kolkata on in the presence of:
WITNESSES:

(1) Signature _____
Name _____
Address _____

(2) Signature _____
Name _____
Address _____

Drafted by