

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“Agreement”) executed on this _____ day of _____, 2024.

BY AND BETWEEN

QUICK ‘N’ SAFE LIMITED [CIN : U45400WB1996PLC079574, and PAN :AAACQ0904A], a company existing under the provisions of the Companies Act, 2013 having its registered office at 5, Weston Street, Police Station - Bowbazar, Kolkata - 700013, represented by its **Constituted Attorney MR. DIPAK YADUKA**, [AADHAAR No. _____ and PAN _____], son of Shri Basudeo Prasad Yaduka, residing at P-44, C.I.T. Road, Scheme: VI. M. (S), Phoolbagan, P.S. Phoolbagan, P.O. Kankurgachi, Kolkata - 700054, hereinafter referred to as “OWNER” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and/or successors in-offices and/or interests and assigns) of the **FIRST PART**

AND

For Mrs. SHREE KRISHNA ESTATES

D. Yaduka

Authorised Signator

M/s. SHREE KRISHNA ESTATES, [PAN: ACOFS7304P], a Partnership Firm constituted under the Indian Partnership Act, 1932, having its principal place of business at 78, Bentinck Street, 1E, 5th Floor, Block-B, P.S. and P.O. Bowbazar, Kolkata - 700001, represented by one of its Partners, **MR. DIPAK YADUKA, [AADHAAR No. _____ and PAN _____]**, son of Shri Basudeo Prasad Yaduka, residing at P-44, C.I.T. Road, Scheme VI. M. (S), P.S. Phoolbagan, P.O. Kankurgachi, Kolkata - 700054, hereinafter referred to as the "**PROMOTER**" (which term or expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include its partners for the time being and such other person or persons who may be admitted as partners thereof and each of their respective heirs, executors, administrators, legal representatives and/or assigns) of the **SECOND PART**.

AND

[If the Allottee is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhaar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "**ALLOTTEE**" of the **THIRD PART** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhaar no. _____) authorized vide _____, hereinafter referred to as the "**ALLOTTEE**" of the **THIRD PART** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest,

executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhaar no. _____)
son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the " **ALLOTTEE** " of the **THIRD PART** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhaar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the " **ALLOTTEE** " of the **THIRD PART** (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

[Please insert details of other allottee(s), in case of more than one allottee]

The Promoter, the Owner and the Allottee shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- A. Unless, in these presents, there be something contrary or repugnant to the subject or context, the terms / expressions mentioned in **Annexure "A"** hereto shall have the meaning assigned to them as therein mentioned.
- B. The Owner is the absolute owner of **ALL THAT** the said premises being **ALL THAT** the piece or parcel of land containing an area of 10 Cottahs 10

Chittacks more or less situate lying at being municipal premises No.5, Weston Street (formed on the amalgamation of premises Nos. 1, 3, 5 and 7 Weston Street) Ward No. 46, Police Station & Post Office: Bowbazar, Kolkata 700013 as mentioned in the definition no. v of **Annexure "A"** and morefully and particularly described in the **FIRST SCHEDULE**. Devolution of title of the Owner to the said premises is set out in the **SIXTH SCHEDULE**.

- C. By and in terms of the Development Agreement as mentioned in the definition no. xvii of **Annexure "A"**, the Owner permitted and granted exclusive right to the Promoter to develop the said premises, for mutual benefit and for the consideration and on the terms and conditions therein contained.
- D. The said premises is earmarked for the purpose of building a Project as mentioned in the definition no. vi of **Annexure "A"**.
- E. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said premises on which the Project is to be constructed have been completed;
- F. The Kolkata Municipal Corporation (**hereafter "KMC"**) has granted the commencement certificate to develop the Project vide approval dated _____ bearing no. _____.
- G. The Promoter has obtained the final layout plan approvals for the Project from KMC and other concerned authorities as mentioned in the definition no. xxiii of **Annexure "A"** (being the definition of Plan) hereinbelow. The Promoter agrees and undertakes that it shall not make any changes to these Plan except in strict compliance with section 14 of the Act (as hereinafter defined) and other laws as applicable and save to the extent as mentioned in the definition no. xxiii of Annexure "A";
- H. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ on _____ under registration No. _____.
- I. The Allottee had applied for allotment of a Commercial/Semi-Commercial/ Office Space [along with a Car Parking Space under Mechanical Car Parking system] in the Project vide application no. _____ dated _____ ("**Application Letter**") on terms and conditions recorded therein, in

pursuance whereof, the Promoter has provisionally allotted the said Unit being **All That the Commercial/ Semi-commercial/ Office/Unit bearing No.** containing a **Carpet Area** of _____ **Square Feet** [**Built-up Area** whereof being _____ **Square Feet** and Super Built-up Area whereof being _____ Square Feet] more or less on the _____ **floor** of the Building at the said premises and shown in the **Plan** annexed hereto, duly bordered thereon in "**Red**" With right to park _____ **motor car/s** in the garage/closed parking space on the **Ground Floor** of the Building, exact location to be identified by the Promoter on or before the Liability Commencement Date as mentioned in the definition no. xvi of **Annexure "A"** and also as described in the **SECOND SCHEDULE** in favour of the Allottee and further subject to the Allottee making payment of the consideration amount in the manner as mentioned in **THIRD SCHEDULE** hereunder as well as all other dues, deposits, costs and expenses, each of which were unconditionally accepted by the Allottee, with the tentative floor plan of the said Office space being annexed hereto, marked in Red Colour and in accordance with the Specifications of construction, as morefully described in **PART-II of FIFTH SCHEDULE** hereunder together with the irrevocable right to use the Common Areas and Installations more particularly described in **PART-I of the FIFTH SCHEDULE** hereunder in common with the remaining allottees of the Project.

- J. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- K. At or before the execution of this Agreement, the Allottee confirm(s) that after having conducted and completed to his / her / their / its complete satisfaction independent due diligence and title verification in respect of the said Premises as also the compliance and/or non-compliance, if any, by the Promoter of all/any applicable law(s), notification(s), rule(s) etc., and after having carried out a physical inspection of the said Premises, and further after inspecting, examining and perusing all the title deeds pertaining inter alia to the Devolution of Title, papers, documents etc. (including the various covenants, terms, conditions etc. respectively stipulated therein) related inter alia to the said Premises including but not limited to amongst others, the Specifications, approvals etc. for the Project, the deeds, papers, documents, details, schedules etc. referred to and/or specified under the Act and the Rules as also those referred to and/or described herein, each of which have from time to time been provided by the Promoter to the Allottee and the Allottee confirm(s) and acknowledge(s) receipt of the true copies

thereof and the Allottee having understood and/or having complete and due notice and knowledge of, and after fully satisfying himself / herself / themselves / itself, has/have accepted, without any reservation, each of the aforesaid including the right of the Promoter as stipulated in this Agreement, and *inter alia*:-

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

covenants running with the said Premises and the Said Unit;

- xi) the Specifications as also the measurements, dimensions, designs and drawings;
- xii) the state and condition in which the Said Unit are intended to be handed over to the Allottee subject to compliance by the Allottee of each of the stipulated terms to the satisfaction of the Promoter;

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

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

and/or on behalf of the Promoter other than those if any specifically set forth herein;

- e) that the Promoter has provided all the information and clarifications as required by and/or requested for from time to time, and the Allottee is/are fully satisfied with the same, and the Allottee further acknowledge(s) and confirm(s) that the Allottee has/have carefully read the terms, conditions and stipulations contained/recorded in this Agreement and understood the obligations and limitations of the Promoter as set forth herein, as also the obligations and liabilities of the Allottee, and has/have relied on his/ her/their/its own judgment and investigation while deciding to apply to the Promoter for granting the rights and/or permissions (of the specific nature specified herein) in respect of the Said Unit, , if any, and to execute this Agreement (which is final in all respects), and the Allottee undertakes(s) and covenant(s) to faithfully abide by each of the terms and conditions of this Agreement;
- f) that in view of the Allottee having agreed to make timely payment of and/or to timely deposit the various amounts including those stipulated herein, and having further undertaken and covenanted to faithfully abide by and comply with and perform and observe each of the terms and conditions stipulated herein, the Promoter has blocked for the Allottee the Said Unit; and the Allottee hereby and hereunder undertake(s) and covenant(s) not to make or raise any objection or claim or requisition inter alia in respect of any of the aforesaid, or to make or raise or set up or initiate any claim or demand or action contrary to the aforesaid on any ground whatsoever or howsoever.

- L. The parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project;
- M. The parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations

contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

- N. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Unit as specified in para-I above;

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

1. TERMS

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the said Unit as specified in para I above;

- 1.2 The Total Price for the said Unit based on the carpet area is **Rs.**_____ (Rupees _____) only ("**Total Price**") as also mentioned in **Part-I** of the **Third Schedule**, break up whereof is as follows:

Head	Price
(i) Unit No _____, Floor _____; Carpet Area _____; Built-up Area _____; Super Built-up Area _____;	Rs. _____
(ii) _____ number of Covered Car Parking under independent / dependent Mechanical Parking system	Rs. _____

at Ground Floor level;	
TOTAL CONSIDERATION	
Add: GST @12% (SGST + CGST)	Rs. _____
TOTAL PRICE	Rs. _____

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the said Unit;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of SGST and CGST, if any, as per law, Cess or any other similar taxes which are presently levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the said Unit;

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

- (iii) The Promoter shall periodically intimate to the Allottee, part of the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, (only if there is a change in tax laws), the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of said Unit includes (i) said Office space, (ii) pro rata share in the Common Areas and Installations; and (iii) _____ garage(s)/closed parking space(s) under Mechanical Car Parking system as provided in the Agreement.

- 1.2.1 **TDS:** If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee shall provide proper evidence thereof to the Promoter within 30 (Thirty) days of such deduction. If such deposit of TDS is not made by the Allottee to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee under this agreement and the amount thereof shall be treated as outstanding.
- 1.2.2 In addition to the Total Price aforesaid, the Allottee shall, before the Date of Possession/Date of Commencement of Liability or the date of demand by the Promoter, whichever be earlier, also pay the following amounts:
- a. **Extra Work / Alteration Charges:** Full costs charges and expenses, for making any additions or alterations and/or for providing at the request of the Allottee any additional facility and/or utility in or relating to the said Unit in excess of those specified herein and proportionate share of those costs charges and expenses for providing any additional or extra common facility or utility to the Allottees in the Building in addition to those mentioned herein, payable with GST before the work is commenced by the Promoter. It is further clarified that if by reason of such additional work any delay is caused in completion of construction of the said Unit and/or the Common Areas and Installations ultimately resulting in delay in the delivery of possession of the said Unit by the Promoter to the Allottee, the Promoter shall not be liable for any interest damages compensation etc., that may be suffered by the Allottee thereby.
 - b. **Rule 26 Charges:** At the request & instance of the Allottee for changes, if any, which are civil in nature and which requires approval under Rule 25 or Rule 26 of the Building Rules and/or any other prevailing statute/rules as amended from time to time of the KMC, the Allottee shall pay to the Promoter the charges @Rs.200/- per sq. ft. on Carpet Area Plus GST towards Rule 26 Charges in addition to the aforesaid alteration Charges.
 - c. **Legal Fees:** The sum of Rs._____/ - (Rupees_____) calculated @ Rs.90 per sq. ft. only on Unit Area (Carpet Area) Plus GST presently @18% or any other tax, as may be made applicable from time to time, as costs for preparation of this Agreement for Sale and Conveyance as well all other documents in connection with or related to the transfer of

the said Unit to be Allotted to the Allottee by the Promoter. Out of above a sum of Rs._____/ - (Rupees_____ only) is to be paid by the Allottee to the promoter Plus GST at or before execution here of and balance Rs._____/ - (Rupees_____ only) Plus GST before registration of Conveyance Deed. The Allottee hereby consents to the appointment of Learned Advocate as nominated by the Promoter towards drafting and presentation of Agreement for sale and the deed of conveyance before the concerned registrar for registration.

- d. **Statutory Stamp Duty, Statutory Registration fee and other Statutory fees:** The Allottee is fully aware that stamp duty on this agreement is payable by them on ad-valorem basis on the market value of the said Unit and the Allottee is bound to register this agreement, failure to do so will be construed as default on part of the Allottee. The applicable statutory stamp duty, statutory registration fee and all other statutory fees shall be borne by the Allottee in addition to the aforesaid fees for registering the Conveyance Deed for the said Unit which is to be paid separately by the Allottee to the Promoter within 7 (seven) days of being called upon to do so.

The Allottee shall have the Conveyance Deed in respect of the said Unit registered within 60 (sixty) days of the Possession Date. In the event the Allottee fails to do so, the Promoter shall become entitled to claim damages @ Rs.500/- (Rupees five hundred only) per day for each day of the delay. The Promoter shall have the Conveyance drafted and its registration shall also be arranged by the Promoter and the Allottee shall pay for (a) all statutory fees and charges i.e. stamp duty, registration fee and other charges and (b) Advocate's fee as aforesaid and other out-of-pocket expenses for the same.

- e. **Maintenance Company Formation Cost:** Proportionate cost of forming the Maintenance Company or Rs.5,000/- (Rupees Five Thousand only) Plus Tax per Space to be Allotted to the Allottee Payable on or before Possession Date and the Allottee further agrees to become member of the said proposed maintenance company. The Said charges shall be paid in favour of M/s. "Dipak Yaduka & Company", Kolkata or such other firm/person as per direction of the Promoter. Over and above the Maintenance Company formation cost, the allottee shall also make payment of requisite amount to become shareholder of the Maintenance Company on or before taking Possession of the said Unit.

- f. Betterment fees, development charges and other levies taxes duties and statutory liabilities, Goods and Service Tax, other government taxes duties levies and impositions by whatever name called that may be charged on the said premises or the said Unit or on its transfer or construction in terms hereof partially or wholly, as the case may be and the same shall be paid by the Allottee within 7 days of the demand being made by the Promoter.

1.2.3 DEPOSITS (INTEREST FREE): In addition to the Total Price and Extras as mentioned herein above, the Allottee shall also deposit of the following amounts as Security Deposits:

- a. **Maintenance Deposit / Sinking Fund:** An Interest Free Security Deposit amount of Rs. _____/- (Rupees _____) only calculated @Rs.100/- per Square Feet of the Carpet Area of the said Unit towards Maintenance Deposit / Sinking Fund shall be paid by the Allottee to the Promoter on or before taking Possession of the said Unit. Such amount will be deposited with the Maintenance Company upon its formation after adjustment of any dues in respect of the said Unit, if any.
- b. **Security Deposit for Maintenance:** An interest free Refundable Security Deposit amount of Rs. _____/- (Rupees _____) only calculated @Rs.125/- per sq. ft. only on Unit Area (Carpet Area) shall be deposited by the Allottee with the Promoter on or before taking possession of the Unit. This amount shall be either refunded back to the Allottee or transferred to Maintenance Company after its formation as Security Deposit for Maintenance, either after completion of 12 months from the date of possession or on formation of Maintenance Company and handing over of the Maintenance of the Building to such maintenance company, whichever is earlier. Such amount shall be refunded back or transferred as above, after adjusting any default in payment of maintenance by the Allottee, if any, in accordance of the Maintenance Bill raised by the Promoter.
- c. **Security Deposit for Rates & Taxes and other Misc. Exps.:** An amount equal to Rs. _____/- (Rupees _____) only calculated @Rs.80/- per Square Feet of the Carpet Area as Refundable Security Deposits for any rates & taxes including without limitation Municipal Tax,

Water Tax and/or any other Government Levies, for payment of all rates & taxes and other Misc. Expenses payable by the Allottee to the Promoter in respect of the said Unit, if required to be paid on behalf of the Allottee for the said Unit till such time the said Unit is separately mutated in the name of Allottee. Balance amount, if any, after adjustment of payable Rates and Taxes shall be refunded by the Promoter to the Allottee after completion of Mutation Process.

- d. Common Electricity Meter Deposit:** As against the deposits payable to CESC Limited for installation of Common Meter for the building Common Areas or otherwise an amount of Rs._____ (Rupees _____) calculated @25/- (Rupees Twenty five only) per sq. ft. on Carpet Area of the said Unit towards proportionate share towards common meter deposit shall be payable by the Allottee to the Promoter on or before taking Possession of the said Unit. Initially the Common Meter shall be installed in the name of the Promoter. Upon Formation of Maintenance Company, the said common meter shall be transferred in the name of the Maintenance Company. In case fresh deposit is required to be paid by the maintenance company to CESC Ltd for such name transfer, then the Promoter shall transfer exact amount of money to the Maintenance Company which is required to be paid to CESC Ltd as security deposit for such Common Meter. The aforesaid amount is an approximate estimate and as such in case this amount is more than the amount required to be paid to CESC Limited, the amount remaining after such transfer, shall be proportionately refunded back to the Allottee. In case the aforesaid amount falls short then the Promoter shall claim further proportionate amount from the Allottee to enable the Promoter to get the requisite capacity common meter installed in the Building.
- e. Deposits for Two Wheeler Parking:** After Building completion there may be very few limited spaces within the premises which may be utilized for Parking of two wheelers. Such spaces if desired by the allottee shall be allotted to them on first come first serve basis and on the basis of payment of such sum and in such manner as may be determined and described by the Promoter later. Any amount collected in this manner shall be treated as interest free refundable Security Deposit and such deposit shall be transferred to Maintenance Company upon its formation and shall be refunded back to the Allottee upon the allottee releasing their interest to Park Two wheelers.

- f. Security Deposit for Mechanical Car Parking:** If the Allottee have opted for a Covered Car Parking Space under Mechanical Car Parking System, then they shall be liable to make further payment of Lumpsum Amount of Rs.1,50,000/- (Rupees One Lakh fifty thousand) only per Parking towards interest free Security Deposit. This amount shall be transferred as Mechanical Car Parking Deposit to Maintenance Company when formed. The income generated out of this deposit amount shall be used for maintenance of Mechanical Car Parking system. In case income generated out of this deposit is insufficient for maintenance of Mechanical Parking system then the Promoter or the Maintenance Company, when formed, can ask to make further deposit to enable the maintenance of the Mechanical System and the Allottee shall be liable make further interest free deposit amount with the Promoter or Maintenance Company as the case may be. In any circumstances the Allottee shall not entitle to engage any third party for the purpose of such Maintenance and regarding maintenance the decision of the Promoter or Maintenance Company shall be final and binding upon the Allottee.
- 1.2.4 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification / order / rule / regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.3 The Allottee (s) shall make the payment as per the payment plan set out in the **Part-II** of the **THIRD SCHEDULE** hereunder written ("**Payment Plan**").
- 1.4 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments with such amounts, as may be mutually agreed by the Promoter and the Allottee. The provision of such rebate shall not be subject to any revision / withdrawal, once granted to an Allottee by the Promoter.
- 1.5 It is agreed that the Promoter shall not make any major additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the

said Unit or Project, as the case may be without the previous written consent of the Allottee **Provided That** nothing herein contain shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan and the additions alteration thereof as contained in Recitals G & N and definition no. xxiii of the **Annexure "A"** hereto. Provided that the Promoter may (without being obliged) against extra cost payable by the Allottee 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.

1.6 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the relevant 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 Project Architect. If there is any reduction in the carpet area beyond 5% of the area specified herein, then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than 5% of the carpet area of the said Unit allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement. It is expressly agreed that the certificate of the Architect appointed for the building as regards to the carpet area and the built-up area of the said Unit shall be final and binding on the parties hereto.

1.7 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the said Unit as mentioned below:

1.7.1 The Allottee shall have exclusive ownership right of the Said Unit and;

1.7.2 The Allottee shall also have undivided proportionate share in the Common Areas and Installations. Since the share/interest of Allottee in the Common Areas and Installations is undivided and cannot be divided or separated, the Allottee shall use the Common Areas and Installations along with other occupants, maintenance staff, Promoter and all persons permitted by the Promoter etc., without causing any inconvenience or hindrance to them and as per the rules made in respect thereof. Further, the right of the Allottee to use the Common Areas and Installations shall

always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall convey undivided proportionate title in the Common Areas and Installations of the Project to the Maintenance Company / Association (upon registration of the same) as provided in the Act;

- 1.7.3 That the computation of the price of the said Unit includes recovery of price of land, construction of the building [not only the said Unit but also proportionately] including the Common Areas and Installations, internal development charges as per agreed specification, external development charges as per agreed specification, taxes, cost of providing electric connectivity upto the said Unit, fire detection and firefighting equipment in the common areas and as required under the provisions of the West Bengal Fire Services Act, 1950, Fire Prevention and Safety Rules, 1996, and provisions laid down in National Building Code and includes cost for providing initial infrastructure necessary for the facilities as provided within the Project.
- 1.7.4 The Allottee has the right to visit the Project site to assess the extent of development of the Project and the said Unit, as the case may be, with prior written intimation and appointment. The Allottee shall comply with all requisite safety measures during such site visit and inspection. The Allottee shall indemnify the Promoter and its men and agents if the Allottee failed to follow site visit rules and there is any In case of any untoward incident/accident.
- 1.8 It is made clear by the Promoter and the Allottee agrees that the said Unit along with garage/closed parking rights (if any), shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said premises 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.
- 1.9 The Promoter agrees to pay all outgoings before transferring the physical possession of the said Unit to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities,

banks and financial institutions, which are related to the project and within the scope of the Promoter). If the Promoter fails to pay all or any of the outgoing collected by it from the Allottee or any liabilities, mortgage loan (if taken by the Promoter) and interest thereon (which are within the scope of the Promoter) before transferring the said Unit to the Allottee, the Promoter agrees to be liable, even after the transfer of the Said Unit to pay such outgoing and penal charge, 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.

- 1.10 The Allottee has paid a sum equivalent to 10% (ten percent) of the Total Price (in short "the **Booking Amount**") as booking amount being 10% (ten percent) of the total Price of the said Unit at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the said Unit as prescribed in the Payment Plan (**Part-II of the Third Schedule**) as may be demanded by the Promoter within the time and in the manner specified therein;

Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate specified in the Act and/or Rules and/or notifications, as to be amended from time to time, presently being State Bank of India PLR plus 2% per annum.

2 **MODE OF PAYMENT**

- 2.1 Subject to the terms of the Agreement and the Promoter abiding by any relevant applicable construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/Demand Draft/ or online payment (as applicable) in favour of "M/s. **SHREE KRISHNA ESTATES**" payable at **Kolkata**.

3 **COMPLIANCE OF LAWS RELATING TO REMITTANCES**

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, and Rules and Regulations made thereunder or any statutory amendments (s)/ modification (s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide

the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

4 ADJUSTMENT/APPROPRIATION OF THE PAYMENTS

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

5 TIME IS ESSENCE

- 5.1 Time is of essence for the Promoter as well as for the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the said Unit to the Allottee and the Common Areas and Installations to the Maintenance Company / Association (upon its registration) after receiving the completion certificate unless prevented by circumstances beyond its control and/or by any Force Majeure event(s). Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the

simultaneous completion of the construction by the Promoter as provided in **Part-II of the THIRD SCHEDULE ("Payment Plan")**, hereunder written.

6 CONSTRUCTION OF THE PROJECT/SAID UNIT

- 6.1 The Allottee has seen the proposed layout plan of the said Unit and proposed specifications, amenities and facilities in respect of the said Unit and accepted the Payment Plan, floor plans, layout plans, specifications (as mentioned in **Fifth Schedule** herein) which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the municipal laws and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act and/or as elsewhere stated in this agreement, and breach of this term by the Promoter shall constitute a material breach of the Agreement. **Provided That** nothing herein contained shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan and the additions alteration thereof as contained in **Recitals G & N and Definition No. XXIII** (being the definition of Plan) of the **Annexure "A"** hereto.

7 POSSESSION OF THE SAID UNIT

- 7.1 **Schedule for possession of the said Unit:** The Promoter agrees and understands that timely delivery of possession of the said Unit is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the said Unit by **30th June 2027**, with an additional grace period of 6 months, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, epidemic/pandemic or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions (as defined in the Act) then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the said Unit.
- 7.2 **Procedure for taking possession -**

7.2.1 The Promoter, upon obtaining the completion certificate/occupancy certificate from the competent authority, shall offer in writing the possession of the said Unit to the Allottee in terms of this Agreement to be taken within 45 (forty-five) days from the date of issue of such notice ("**Liability Commencement Date/Possession Date**") and the Promoter shall give possession of the said Unit to the Allottee **Subject To** the terms of the Agreement and the Allottee making payment of the entire balance consideration and all other amounts and deposits payable by the Allottee to the Promoter hereunder and fulfilling all his other covenants / obligations herein. Subject to the Allottee making payment on account of stamp duty, registration fee etc., **Provided Further That** the Promoter shall not be liable to deliver possession of the said Unit to the Allottee nor to execute or cause to be executed any Sale Deed or other instruments until such time the Allottee makes payment of all amounts agreed herein and required to be paid hereunder by the Allottee and the Allottee has fully performed all the terms conditions and covenants of this Agreement and on the part of the Allottee to be observed and performed until then. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, agree(s) to pay the maintenance charges as determined by the Maintenance Company / Promoter / Association, as the case may be.

It is clarified that the Promoter shall be deemed to have duly complied with all its obligations in case the Promoter issues notice of possession to the Allottee on or before the date mentioned in Clause 7.1 above.

7.2.2 It is further agreed that even prior to completion of the said Unit in the manner aforesaid, in case the Allottee desires to simultaneously carry out its fit-outs therein, then the Allottee may be permitted to carry out the same if the Promoter agrees to the same, and in such event the Allottee shall be liable to pay the entire balance consideration and all other amounts and deposits payable by the Allottee to the Promoter hereunder prior thereto. During such fit-out period, the Allottee shall be liable for payment of charges for such fit outs for various utilities like electricity, generator, water, lifts etc., as be determined by the Promoter.

7.3 **Failure of Allottee to take Possession of said Unit:** Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall within the period mentioned in such intimation take possession of the said Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Unit to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, and all other outgoings as mentioned in this Agreement from such date as mentioned in the Possession Notice ("**Deemed Possession**").

7.3.1 Further, in case the Allottee fails or neglects to take possession of the said Unit as and when called upon by the Promoter as aforesaid or where physical delivery has been withheld by the Promoter on grounds of breach / default by the Allottee, the Allottee shall be liable to pay guarding / holding charges @ Rs.50/- (Rupees Fifty only) per square foot per month of the Carpet area of the said Unit, plus GST (if applicable), from the Liability Commencement Date to the actual date when the physical possession is taken by the Allottee.

7.4 **Possession by the Allottee** - After obtaining the completion certificate and handing over physical possession of all the Units to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas and Installations, to the Maintenance Company / Association or the competent authority, as the case may be, as per the local laws.

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

Provided that where the allottee proposes to cancel / withdraw from the Project without any fault of the Promoter, then subject to terms mentioned below, the Allottee shall serve a 45 (forty five) days' notice in writing to the Promoter and on expiry of the said period the allotment shall stand cancelled and the Promoter herein is entitled to forfeit the booking amount paid for the allotment and claim interest and compensation from the Allottee (in terms of Sec. 19 (6) and (7) of the Act) accrued till the date of such cancellation at such rate of interest that may be prescribed by the Authority from time to time (which rate applicable on the date of these presents is - SBI (1 year MCLR + 2%) ("**Cancellation Charges**") and the applicable G.S.T. payable on such Cancellation Charges. The balance amount of money, if any, paid by the Allottee shall be returned by the Promoter to the Allottee without interest or

compensation or damages, and only out of the amounts received by the Promoter after sale of the said Unit to any other interested person. Such refund of the balance amount of money by the Promoter shall not include any amount paid by the Allottee on account of Taxes paid by the Allottee and/or stamp duty and registration charges incurred by the Allottee and the Allottee shall be free to approach the authorities concerned for refund of such Taxes and all registration expenses including stamp duty. The Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents as required by the Promoter.

7.6 Compensation

- 7.6.1 The Owner shall compensate the Allottee in case of any loss caused to him due to defective title of the said premises, on which the Project is being developed or has been developed and which defect was known to the Owner and the Owner had willfully not disclosed the same to the Allottee, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.
- 7.6.2 Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the said Unit, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Such refund shall not include any amount paid by the Allottee on account of Taxes paid by the Allottee and/or stamp duty and registration charges incurred by the Allottee and the Allottee shall be free to approach the authorities concerned for refund of such Taxes or Registration Charges including stamp Duty.
- 7.6.3 Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules (presently being State Bank of India PLR plus 2% per annum) for every month of delay, till the handing over the possession of the said Unit.

8 REPRESENTATIONS AND WARRANTIES OF THE OWNER AND THE PROMOTER

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

- 8.1. The Owner has absolute, clear and marketable title with respect to the said premises; the Promoter has requisite rights to carry out development upon the said premises and absolute, actual, physical and legal possession of the said premises for the Project;
- 8.2. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- 8.3. There are no encumbrances upon the said premises or the Project.
- 8.4. There are no litigations pending before any Court of law or authority with respect to the said premises, Project or the said Unit ;
- 8.5. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said premises and said Unit are valid and subsisting and have been obtained by following due process of law. Further, the Owner and the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said premises, Building and said Unit and Common Areas and Installations;
- 8.6. The Owner/Promoter have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee intended to be created herein, may prejudicially be affected;
- 8.7. The Owner/Promoter have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said premises, including the Project and the said Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- 8.8. The Owner/Promoter confirms that the Owner/Promoter are not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement;

- 8.9. At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the said Unit to the Allottee and the Common Areas and Installations to the Maintenance Company/ Association (upon the same being registered);
- 8.10. The said premises 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 premises;
- 8.11. The Promoter/Owner have 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.
- 8.12. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said premises) has been received by or served upon the Promoter and the Owner in respect of the said premises and/or the Project.
- 8.13. That the said Premises is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

- 9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:
- 9.1.1 Promoter fails to provide ready to move in possession of the said Unit to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the said Unit shall be in a habitable condition which is complete in all respects;
- 9.1.2 Discontinuance of the Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.
- 9.2 In case the Allottee complies with his obligations under this agreement and there is Default by Promoter under the conditions listed above, the Allottee is entitled to the following:

9.2.1 Stop making further payments linked to construction milestones, if any, to the Promoter as demanded by the Promoter. If the Allottee stops making payment, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; Provided That this clause shall not be applicable if the payment by the Allottee is not construction linked; or

9.2.2 The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the said Unit, along with interest at the rate specified in the Rules (presently being State Bank of India PLR plus 2% per annum) within forty-five days of receiving the termination notice. It is hereby clarified that such refund of money by the Promoter shall not include any amount paid by the Allottee on account of Taxes paid by the Allottee and/or stamp duty and registration charges incurred by the Allottee;

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate specified in the Rules (presently being State Bank of India PLR plus 2% per annum), for every month of delay till the handing over of the possession of the said Unit.

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

- (i) In case the Allottee fails to make payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by the Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the said Unit in favour of the Allottee and refund the amount money paid to the Promoter by the Allottee after deducting the booking amount (i.e. 10% of Total Price) and the interest liabilities and this Agreement shall thereupon stand terminated. Such refund of balance amount shall not

include any amount paid by the Allottee on account of Taxes paid by the Allottee and/or stamp duty and registration charges incurred by the Allottee and shall be made out of the amounts received by the Promoter against sale of the said Unit to any other interested person. The Promoter shall have option to pay the balance amount directly to the bank account of the Allottee given at the time of application form and this Agreement shall thereupon stand terminated and the same shall be and deemed to be sufficient discharge of the Promoter in respect of payment of such amount. The Allottee shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard.

- (iii) Without prejudice to the above, its being further agreed and the Allottee expressly, acknowledges, understands and agrees that in the event of cancellation or termination of the allotment of the Said Unit (and this Agreement) in terms of this Agreement by the Promoter or the Allottee, as the case may be, the Promoter shall be at liberty to act as the constituted attorney of the Allottee and execute, present or registration and register unilaterally a deed of cancellation, if required by the Promoter and the Allottee hereby agrees that in such an event, the Allottee shall have no rights to object to the same and hereby records its consent thereto.

10 CONVEYANCE OF THE SAID UNIT

- 10.1 The Promoter on receipt of complete amount of the Total Price of the said Unit under the Agreement from the Allottee and other amounts elsewhere herein mentioned, shall execute a conveyance deed and convey the title of the said Unit together with proportionate indivisible share in the Common Areas and Installations within 3 (three) months from the issuance of the completion certificate.
- 10.2 However, the Promoter may require execution of the Sale Deed in favour of the Allottee simultaneously with the delivery of possession of the said Unit to the Allottee and the Promoter shall not be obliged to deliver possession of the said Unit to the Allottee unless the Allottee makes payment of the entire consideration and all other amounts and deposits payable to the Promoter and executes and/or is ready and willing to execute the conveyance simultaneously with such delivery of possession. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mention in the demand letter, the Allottee authorizes the Promoter to withhold

registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is paid by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies). All liabilities owing to such non-registration shall be to the account of the Allottee and the Allottee shall indemnify and keep the Promoter saved harmless and indemnified of from and against all losses damages costs claims demands suffered or incurred to likely to be suffered or incurred by the Promoter.

- 10.3 **Owner's Confirmation:** The Owner has been made party to these presents to confirm the Allottee that the Owner shall join in as party to the deed/s of conveyance or transfer that would be executed and registered by the Promoter for sale of the said Unit in favour of the Allottee and the Common Areas and Installations to the Maintenance Company/ Association without claiming any consideration or additional consideration from the Allottee. The Owner's obligation is limited to transfer of land comprised in the said premises in terms of the Development Agreement, which may either be in favour of Allottees individually or the association of Allottees, as may be applicable.

11 MAINTENANCE OF THE BUILDING/UNIT/PROJECT

- 11.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Maintenance Company / Association. The maintenance cost as demanded by the Promoter initially and by Maintenance Company / Association later on upon its formation and handover, shall be paid by the Allottee proportionately / separately to the Promoter or to the Maintenance Company / Association as the case may be. The Allottee undertakes to make necessary monthly payments of maintenance charges as and when demanded by the Promoter / Maintenance Company. In the event the Allottee's fail to pay such maintenance charges then the Promoter shall be at liberty to appropriate such amount firstly from Security Deposit for Maintenance and even after such adjustment the default continues the then the Promoter shall be at liberty to appropriate such amount from Maintenance Deposit/ Sinking Fund, if the defaults continues even after such period then the Maintenance Company shall liable to discontinue all and/or any essentials services of the Allottee with a 15 day's prior notice to the Allottee. The Maintenance Company shall be liable to restore such services upon payment of entire dues along with

interest @____% per annum to be calculated from the date of such outstanding.

- 11.2 The terms conditions, covenants, restrictions etc., pertaining to use and enjoyment of the Common Areas and Installations of the Project are contained in **Annexure "B"** hereto and all the Allottees of Units shall be bound and obliged to comply with the same.

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 promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, save those as mentioned in clause 12.1.1 below, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

- 12.2. The Promoter shall not be liable to rectify any defect occurring under the following circumstances:

- (i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the said Unit, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- (ii) If there are changes, modifications or alteration in electrical lines and wirings after the Allottee taking over possession of the said Unit, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- (iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes,

modifications or alterations;

- (iv) If the Allottee after taking actual physical possession of the said Unit, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the said Unit by making any changes in the said Unit, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be the liability of the Promoter;
- (v) Cracks developing on joints of brick walls and RCC beams or columns or vertical Bands or horizontal Bands arising out of use of different materials which have different coefficient of expansion and contraction, any such cracks being of normal nature in high rise buildings, needs to be repaired by Allottee or Maintenance Company / Association from time to time, as the case may be, Provided, however that any cracks which develop for reasons other than as mentioned above, the Promoter shall get it rectified at its own cost.
- (vi) If the materials and fittings and fixtures provided by the Promoter are not being maintained or used by the Allottee or his / her agents in the manner in which same is required to be maintained or used.
- (vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the said Unit going out of order or malfunctioning due to voltage fluctuation or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.
- (viii) If the Project Architect(s) certifies that the defects complained of are not manufacturing defect or due to poor workmanship or poor quality.
- (ix) There being any deterioration in the quality or functioning of any electrical or mechanical systems, instruments, appliances and/or gadgets installed in the Project or the said Unit due to normal wear and tear and/or any physical damage thereto.

Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving to the Promoter reasonable opportunity to inspect, assess and determine the nature of purported defect in the said Unit,

alters the state and condition of such defect, then the Promoter shall be relieved of its obligations contained in the para immediately preceding and the Allottee shall not be entitled to any cost or compensation in respect thereof.

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

13.1 The Allottee hereby agrees to purchase the said Unit on the specific understanding that his/her/its right to the use of Common Areas and Installations shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Maintenance Company/ Association and performance by the Allottee of all his/her/their obligations in respect of the terms and conditions specified by the Maintenance Company/ Association from time to time.

14 RIGHT TO ENTER THE SAID UNIT FOR REPAIRS

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

15 USAGE

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

16 COMPLIANCE WITH RESPECT TO THE SAID UNIT:

- 16.1 Subject to clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the said Unit at his/her/its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the said Unit, or the Common Areas and Installations including staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Unit, and keep the said Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 16.2 The Allottee further undertakes, assures and guarantees that he/she/it would not put any signboard/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, building therein or Common Areas and Installations save a letter-box at the place in the ground floor and decent nameplates outside the main gate of their Units both subject to signage guideline provided by the Promoter/ Maintenance Company duly approved by the Project Architects by taking into consideration the line of business of the Allottee in order to keep the design and aesthetics of the building intact. . 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 or place any heavy material or things that are likely to damage the floors, in the said Unit or in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the said Unit.
- 16.3 The Allottee shall also not remove any wall, including the outer and load bearing wall of the Unit nor shall get any columns or beams damaged in any manner whatsoever. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or Maintenance Company appointed by the association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

- 17.1 The Allottee is entering into this Agreement for the allotment of the said Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this Project in particular. That the Allottee hereby undertakes that he/she/it shall comply with and carry out, from time to time after he/she/it has taken over for occupation and use the said Unit, all the requirements, requisitions, demands and repairs which are require by any competent Authority in respect of the said Unit at his/her/its own cost.

18 ADDITIONAL CONSTRUCTIONS

- 18.1 The Promoter undertakes that it has no right to make additions or to put up additional structure (s) anywhere in the Project after the building plan has been approved by the competent authority(ies), except for as provided in the Act and/or save to the extent specifically mentioned in this agreement and for which the Allottee gives his/her/their/its express consents by executing this agreement or permitted by any law for the time being in force.

19 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

- 19.1 After the Promoter executes this Agreement, he shall not mortgage or create a charge on the said Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take the said Unit.
- 19.2 However, the Promoter shall be entitled to securitize the Total Price and other amounts, respectively, payable by the Allottee under this Agreement (or any part thereof), in the manner permissible under the Act/Rule, in favor of any persons including banks/financial institutions and shall also be entitled to sell and assign any person or institution the right to directly receive the Total Price and other amounts payable by the Allottee under this Agreement or any part thereof. The Allottee shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement, to such person or such institution as may be intimated by the promoter to the allottee.

20 APARTMENT OWNERSHIP ACT:

- 20.1 The Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972 and the Rules made thereunder to the extent applicable and in

accordance with the applicable laws/regulations as applicable in the State of West Bengal.

21 BINDING EFFECT

21.1 Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules and annexures 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, pay all the registration fees, stamp duty and other miscellaneous charges as agreed herein or otherwise and then appears for registration of the same before the concerned Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the concerned Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith shall be returned to the Allottee without any interest or compensation whatsoever but after deduction of _____ as mentioned in the application form.

22 ENTIRE AGREEMENT

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

23 RIGHT TO AMEND

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

24 PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES

24.1 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 Project shall equally be applicable to and enforceable against any subsequent Allottees of the said Unit, in case of a transfer, as the said obligations go along with the said Unit for all intents and purposes.

25 WAIVER NOT A LIMITATION TO ENFORCE

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

- 26.1 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

- 27.1 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 said Unit bears to the total Carpet area of all the Units in the Project.

28 FURTHER ASSURANCES

- 28.1 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

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

30 NOTICES

- 30.1 Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by Registered Post or through registered email id at their respective addresses specified below:

Allottee:

Name of the Allottee: _____

Allottee Address: _____

Email : _____

Promoter: M/s. Shree Krishna Estates.

Name of the Promoter: M/s. Shree Krishna Estates, through Mr. DIPAK YADUKA, Authorized Signatory.

Address: Shree Krishna Chambers, Block-B, Unit-1E, 78, Bentinck Street, 5th Floor, Kolkata-700001.

Email: info@yadukagroup.com

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

31 JOINT ALLOTTEES

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

32 GOVERNING LAW

32.1 That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

33 DISPUTE RESOLUTION

33.1 All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act .

33.2 ARBITRATION:

33.2.1 **Disputes to be settled by Arbitration:** Any dispute, controversy or claims between the parties hereto arising out of or relating to this Agreements or the breach, termination or invalidity thereof, shall be referred for arbitration to an arbitral comprising of three individuals, one arbitrator each to be appointed by the Promoter and the Allottee and the third to be appointed by the two arbitrators so appointed by the Promoter and the Allottee and the same shall be adjudicated and settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

33.2.2 **Place of Arbitration:** The place of arbitration shall be Kolkata and any award made whether interim or final, shall be deemed for all purposes between the Parties to be made in Kolkata.

33.2.3 **Language and Applicable Law:** The arbitral proceeding shall be conducted in the English language and any award or awards shall be rendered in English. The Arbitrator shall not be obliged to follow any procedural law and shall be entitled to set up its own procedure.

33.2.4 **Award Final and Binding:** The award of the arbitral tribunal shall be final and conclusive and binding upon the Parties hereto and the Parties shall be entitled (but not obliged) to enforce the award. Such enforcement shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.

33.2.5 **Summary Proceedings and Interim Awards:** The arbitral tribunal shall have the right to proceed summarily and to make interim awards.

33.3 **JURISDICTION:** Courts having territorial jurisdiction and the Ordinary Original Civil Jurisdiction of the Calcutta High Court shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitration as provided hereinabove.

34 **RESTRICTIONS ON ALIENATION:**

34.1 Before taking actual physical possession of the said Unit in terms of clause 7 hereinabove and execution and registration of the Sale Deed to be executed in pursuance hereof, the Allottee shall not deal with, let out, encumber, transfer or alienate the said Unit or his rights under this Agreement without the consent in writing of the Promoter first had been obtained in writing **Provided That** the Allottee may transfer or alienate the said Unit or his rights under this Agreement with the consent in writing of the Promoter (which consent the Promoter may refuse to grant without assigning any reason whatsoever) after expiry of a period of 12 (twelve) months from the date hereof ("Lock-in Period") and that too only after the Allottee having made payment of the entirety of all amounts payable hereunder to the Promoter and/or the Land Owners and not being in default in observance of his/her/its obligations under this Agreement **Provided Further That** the Allottee shall be liable for payment to the Promoter of a fee / charge calculated @2% of Total Price paid/payable by the Allottee + GST of the said Unit or such other fee / charge as may be decided and/or made applicable from time to time by the Promoter in its absolute discretion for such transfer

or alienation **And Subject Nevertheless To** the following terms and conditions:

- 34.1.1 The Allottee shall be entitled to have transfer of the said Unit in his/her/its own favour or in favour of his nominee Provided That in case the Allottee shall require the transfer to be made in favour of his/her/its nominee then the Allottee shall be bound to pay to the Promoter a fee / charge as shall be made applicable by the Promoter from time to time and similar fee shall be payable for all subsequent nominations AND in case so required by the Promoter or the nominee of the Allottee, the Allottee shall join and also cause all intervening nominees to join in the deed of transfer as parties. All such nominations shall be subject to approval by the Promoter who shall be entitled to refuse such approval without assigning any reason;
- 34.1.2 Any such nomination, assignment, transfer or alienation shall be subject to the terms, conditions, agreements and covenants contained herein and on the part of the Allottee to be observed fulfilled and performed;
- 34.1.3 The Allottee shall have previously informed the Promoter in writing of the full particulars of such nominee / transferee;
- 34.1.4 Under no circumstances, the Allottee shall be entitled to let out the said Unit before possession of the said Unit is delivered to the Allottee in terms hereof and the Allottee having duly made payment of all amounts payable hereunder and having duly complied with all the Allottee's obligations hereunder.
- 34.1.5 All stamp duty and registration charges, legal fees and other charges and outgoings as maybe occasioned due to aforesaid transfer / nomination / alienation shall be payable by the Allottee or its nominee or transferee.
- 34.2 It is clarified that any change in the control or ownership of the Allottee (if being a Company or a partnership or an LLP) shall come within the purview of such nomination / assignment / transfer and be subject to the above conditions.

34.3 Transfer of the said Unit after the Promoter has executed / caused to be executed the deed of conveyance of the said Unit in favour of the Allottee shall not be governed by this clause.

34.4 Any such nomination shall be at the risk and costs of the Allottee and/or the nominee and all stamp duty and registration charges, legal fees and charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee or its nominee. Any tax, duty, imposition or levy including Income Tax or Goods and Service Tax arising due to any nomination by the Allottee shall be payable by the Allottee or its transferee but the Owner or the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Owner or the Promoter or to which the Owner or the Promoter are likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Allottee in advance to the Owner and/or the Promoter and the Promoter may not give any consent to any such nomination or transfer without the receipt of such payment.

35 **OTHER PROVISIONS:**

35.1 The Allottee shall not in any manner cause any objection, obstruction, hindrances, interference or interruption at any time hereafter in the construction or completion of construction of the Project or other parts of the said premises (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee of the said Unit) nor do anything whereby the construction or development of the said premises or the sale or transfer of the other Units in the said premises is in any way interrupted or hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained and if due to any act matter or deed of the Allottee, the Promoter and/or the Owner are restrained from construction of the said premises and/or transferring and disposing of the other units / saleable spaces and rights in the Project or the said premises then and in that event without prejudice to such other rights the Promoter and/or the Owner may have, the Allottee shall be liable to compensate and also indemnify the Promoter and the Owner for all pre-determined losses damages costs claims expenses dues charges demands actions and proceedings suffered or incurred by the Promoter and the Owner or any of them.

35.2 Save the said Unit, the Allottee shall have no right nor shall claim any right title or interest whatsoever or howsoever over and in respect of the other

commercial space(s) / units and space(s) or store-rooms or constructed area(s) or parking space(s) at the said premises or the Project / said Premises or the Building thereat.

- 35.3 The Allottee shall, on completion of sale, incorporate with the Promoter for obtaining, at the costs of the Allottee, separate assessment and mutation of the said Unit, in the records of concerned authority.
- 35.4 The rights of the Allottee in respect of the said Unit, under this agreement can be exercised only upon payment of all moneys towards consideration, deposits, extra charges, maintenance and other charges, contributions, and/or interest, if any.
- 35.5 In case of any amount (including maintenance charges) being due and payable by the Allottee to the Promoter and/or the Maintenance In-Charge, the Allottee shall not be entitled to let out, transfer or part with possession of the said Unit till the time the same are fully paid and No Dues Certificate is obtained from the Promoter and/or the Maintenance In-Charge, as applicable.
- 35.6 The Promoter shall have the right to grant to any person the exclusive right to park motor cars / two wheelers and/or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the building at the said premises and also the covered spaces in the Building (including car parking spaces but not the one expressly provided for to the Allottee under this Agreement) in such manner as the Promoter shall in its absolute discretion think fit and proper. The Promoter has assured the Allottee that the Promoter shall allot parking spaces / rights in the Project only to persons who shall acquire / agree to acquire Units and other constructed spaces in the Project.
- 35.7 Save the said Unit the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or car parking spaces at the said premises and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter in its absolute discretion shall think fit and proper and the Allottee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard

thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter exclusively.

- 35.8 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter shall be entitled to link the said premises with the adjacent and/or adjoining land/premises and the Promoter shall be at liberty (a) to amalgamate or merge adjacent land/premises or any part thereof with the said premises in such manner and to such extent as be deemed fit and proper by the Promoter, (b) to allow the utilization of the frontage, entry/exit points, passages, pathways, access-ways at the said premises for any sanction, construction, use and enjoyment of the adjacent land/premises or any constructions and developments thereon, (c) to cause or allow building plans for constructions at the adjacent land/premises to be sanctioned by using or showing the frontage or any other beneficial characteristics of the said Premises; (d) to combine and/or connect the said premises and the adjacent land/premises or any part thereof or any developments thereon and/or to share any portion, area, utility, facility, access-way, entry/exit points, or any common or other facility between the occupants of the said premises and adjacent land/premises in such manner and to such extent as the Promoter may deem fit and proper. For or relating to any such constructions, additions or alterations, etc., the Promoter shall, with the approval of the Architects, have the right to do all acts deeds and things and make all alterations and connections and to connect all existing utilities and facilities available at the said premises viz. generators, sewerage treatment plant, transformers, water, electricity, sewerage, drainage etc., thereto as it deem expedient to use and enjoy the same. The Allottee consents to the same Provided that the location or carpet area /built-up area of the said Unit is not affected. In such case, the Promoter shall have to take consent in writing from the Allottee for such modification, alteration and/or sanction.
- 35.9 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter and the Owner (as per arrangement between them) shall be exclusively entitled to all future horizontal and vertical exploitation of the said premises lawfully, including by way of raising further storey or stories on the roofs for the time being of the Building and to do all acts deeds and things and make all alterations and connections (including to connect all existing utilities and facilities available at the said premises viz. lifts, water, electricity, sewerage, drainage, air-conditioning etc., to the new constructions including the new constructions in

an adjacent land/premises) as be deemed to be expedient to make such areas and constructions tenantable and to use, enjoy, hold and/or sell transfer the same to any person on such terms and conditions as the Promoter in its absolute discretion may think fit and proper and the Allottee is knowingly giving consent to this knowing that Allottee's share in the Common Areas and Installations may also stand reduced owing to such additional construction but the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Promoter on account thereof and furthermore the Allottee shall fully co-operate with the Promoter and the Owners (as per arrangement between them) and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter.

- 35.10 The Allottee further consents to the Permission of trenching to all the utility Providers including but not limited to electricity, telephone and cable TV service providers have already laid or may lay in future any underground cables, pipes or the likes below the Common Areas. For laying these or for their repairs and maintenance, if any, the Utility Providers need to dig up or break open any part or portion of the Common Areas, the Allottee shall not object and/or hinder such work in any manner whatsoever but on the contrary render all necessary assistance for such work. After the work of the concerned Utility Provider is completed, the dug-up area shall be restored and brought back to its original by the Promoter or the Maintenance Company at its costs and expenses, which are deemed and included in the Common Expenses. The Allottee shall not question such work by the Promoter or the Maintenance Company, nor the quantum of the expenses incurred by it, but, if necessary, the Allottee agrees to share proportionate cost of any of such expenses so incurred by the Promoter or the Maintenance Company.
- 35.11 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter shall be exclusively entitled to and shall have the exclusive right to install its own glow sign / signage without any fee or charge and also to install and/or permit any person to install Towers, V-Sat, Dish or other Antennas or installations of any nature on the roofs for the time being of the Buildings / Blocks or any of them

or any part thereof and also to install and/or permit any person to install any private generator or other equipment / installation at any portion of the said premises and/or the Buildings / Blocks on such terms and conditions as the Promoter may in its sole discretion think fit and proper without any objection or hindrance from the Allottee, and the Allottee hereby consents to the same;

- 35.12 The Allottee shall have no connection whatsoever with the Allottees / buyers of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee and the other Allottees (either express or implied) and the Allottee shall be responsible to the Promoter for fulfillment of the Allottee's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby.
- 35.13 The properties and rights hereby agreed to be sold to the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Promoter in writing. It is further agreed and clarified that any transfer of the said Unit by the Allottee shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.
- 35.14 For the purpose of facilitating the payment of the consideration, the Allottee shall be entitled to apply for and obtain financial assistance from recognised banks and/or financial institutions. In the event of the Allottee obtaining any financial assistance and/or loan from any bank and/or financial institution, the Promoter shall be entitled and are hereby authorised by the Allottee to act in accordance with the instructions of the bank and/or financial institution in terms of the agreement between the Allottee and the Bank and/or financial institution, SUBJECT HOWEVER TO the Promoter being assured of all amounts being receivable for sale and transfer of the said Unit and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee/s from such bank and/or financial institution. Further, in case the Allottee desires to transfer the said Unit, then the Allottee shall at its own costs be obliged to bring / obtain the requisite NOC from the concerned financing Bank / Financial Institution / Lender.
- 35.15 The Promoter will be at liberty to create mortgages and/or charges in respect of the said premises or any part thereof and the Allottee hereby consents to the same. At the time of execution of the deed of conveyance / transfer in terms hereof, the Promoter, as applicable, assure to have the said Unit

released from any such mortgage and/or charge with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoter.

- 35.16 The Allottee shall be bound and obliged to comply with the provisions of The Real Estate (Regulation & Development) Act, 2016 (RERA) and shall, transfer his / her/ its proportionate share of the title / interest in respect of the Common Areas and Installations, in favour of the Association / Maintenance Company as may be formed, by execution of documents as necessary at its / their own costs (including stamp duty, registration fee, legal fees, other expenses, etc., as applicable). The Allottee, shall also be bound and obliged, at its / their own costs, to execute all papers and documents and do all acts deeds matters and things as be required for compliance of Section 17 of the RERA and also the provisions of West Bengal Apartment Ownership Act, 1972, including to execute the declaration as required under Section 2 read with Section 10 of the West Bengal Apartment Ownership Act, 1972 as and when required, and shall adhere to the time line for submitting to the provisions of West Bengal Apartment Ownership Act, 1972. The Allottee and the other allottees shall keep the Promoter and the Owner fully indemnified with regard to the aforesaid provisions;
- 35.17 The Allottee shall be and remain responsible for and indemnify the Owner and the Promoter and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the said premises or any other part of the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Owner and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Owner and the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.
- 35.18 In case any mechanical parking system is allotted to the allottee at any place in the said premises, the same shall be managed maintained and upkept by and at the costs and expenses of the Allottee thereof.

35.19 The Project at the said premises shall bear the name “**West Walk**” unless changed by the Promoter from time to time in its absolute discretion.

35.20 The paragraph headings do not form a part of the agreement and have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation thereof.

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

OWNER:

SIGNED AND DELIVERED BY THE WITHIN NAMED

PROMOTER:

SIGNED AND DELIVERED BY THE WITHIN NAMED

ALLOTTEE:(including joint buyer)

WITNESSES TO ALL THE ABOVE:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Said Premises)

ALL THAT the piece or parcel of land containing an area of 10 Cottahs 10 Chittacks more or less situate lying at being municipal premises No.5, Weston Street (formed on the amalgamation of premises Nos. 1, 3, 5 and 7 Weston Street) Ward No. 46, Police Station Bowbazar, Kolkata 700013 and the said premises is delineated in the plan annexed hereto duly bordered thereon "**Red**" and butted and bounded as follows:

- | | | |
|---------------------|---|--|
| On the North | : | By premises No. 76, Bentinck Street; |
| On the South | : | By premises No. 19 Ft. Wide Weston Street; |
| On the East | : | By premises No. 9, Weston Street; |
| On the West | : | By premises No. 74, Bentinck Street. |

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

THE SECOND SCHEDULE ABOVE REFERRED TO:

(said Unit)

All That the **Commercial/ Semi Commercial/ Office Unit** bearing No. _____ containing a **Carpet Area** of _____ **Square Feet** [**Built-up Area** whereof being _____ **Square Feet** and **Super Built-up Area** whereof being _____ **Square Feet**] more or less on the _____ **floor** of the Building named West Walk at the said premises described in the **First Schedule** hereinabove written and shown in the **Plan** annexed hereto, duly bordered thereon in "**Red**".

With right to park _____ **motor car/s** bearing No: _____ in the closed space Under Mechanical Car Parking System (independent / Dependent) in the **Ground Floor** of the Building, exact location to be identified by the Promoter on or before the Liability Commencement Date.

THE THIRD SCHEDULE ABOVE REFERRED TO:**PART-I**

The Total **Consideration** and Total Price payable by the Allottee to the Promoter for sale of the said Unit shall be as follows:-

Head	Amount (Rs.)
(i) Unit No _____, Floor _____; Carpet Area _____; Built-up Area _____; Super Built-up Area _____;	Rs. _____
(iii) ___ Covered Car Parking under (independent / dependent Mechanical Car Parking system at Ground Floor;	Rs. _____
Total Consideration	Rs. _____
Add: GST @12%	Rs. _____
Total Price:	Rs. _____

(Rupees _____) only

Note : GST is based on current rate of GST. In case of any variation therein, the Total Price amount shall also undergo change.

PART-II**(Installments / Payment Plan)**

The amount mentioned in **PART-I** of this **THIRD SCHEDULE** hereinabove shall be paid by the Allottee to the Promoter by cheques / Pay Orders / Demand Drafts drawn in the name of "M/s. **SHREE KRISHNA ESTATES**" or by online payment (as applicable) as follows:

PAYMENT SCHEDULE:

PARTICULARS	Percentage	Consideration	GST Amount
Booking Amount (including initial Token Amount, if Any)	10%		
After Registration of Agreement for Sale	10%		
On completion of Piling	10%		
On completion of Plinth Area Casting	10%		
On completion of 1st Floor Roof Casting	10%		
On completion of 3rd Floor Roof Casting	10%		
On completion of 5th Floor Roof Casting	10%		
On completion of 7th Floor Roof Casting	10%		
On completion of Partition Wall of the said Unit	10%		
On notice for fit out/possession	10%		
TOTAL	100%		

Note: Each Consideration amount is payable after deduction of TDS of 1% in case Total Consideration is more than Rs.50 Lakhs.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Common Expenses)

- a. **Association / Maintenance Company:** Establishment and all other capital and operational expenses of the Association / Maintenance Company.

- b. **Common Areas and Installations:** All charges and deposits for supply, operation and maintenance of common areas and installations.
- c. **Electricity:** All charges for the electricity consumed for the operation of the common areas, machineries and installations.
- d. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas & Installations.
- e. **Maintenance:** All costs for maintaining, cleaning, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas & Installations of the said premises, including the exterior or interior (but not inside any Unit) walls of the Building, and in particular the top roof (only to the extent of leakage and drainage to the upper floors).
- f. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas & Installations of the said premises, including lifts, generator, changeover switches, fighting equipments and accessories, CCTV, if any, EPABX if any, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas & Installations of the said premises, and also the costs of repairing renovating and replacing the same and also including the costs/charges incurred for entering into "Annual Maintenance Contracts" or other periodic maintenance contracts for the same.
- g. **Rates and Taxes:** Municipal tax, surcharges, Multistoried Buildings Tax, Water Tax and other levies in respect of the Buildings and/or the said premises save those separately assessed in respect of any unit.
- h. **Insurance:** Insurance premium, if incurred for insurance of the Building/s and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
- i. **Staff:** The salaries of and all other expenses of the staff to be employed for the common purposes, viz. maintenance personnel, administration personnel, manager, accountants, clerks, gardeners, sweepers, liftmen etc., including their perquisites, bonus and other emoluments and benefits.

- j. **Administrative Charges:** Charges payable to the administrator /manager (appointed by the Promoter) for looking after and supporting maintenance activities of the said Premises.
- k. **Reserves:** Creation of funds for replacement, renovation and/or other periodic expenses.
- l. **Others:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

PART-I

(Common Areas and Installation)

A. Areas:

- (i) Covered paths and passages, lobbies, staircases, landings of the Building open paths and passages appurtenant or attributable to the Building save and except such spaces earmarked by the Promoter at its sole discretion for any specified purpose to any specific Person(s) / Organisation(s).
- (ii) Stair head room, caretaker room or security room or Maintenance Office and electric meter room, Fire Fighting Pump Room, Common Toilets of the Building.
- (iii) Lift machine room, chute and lift well of the Building.
- (iv) The outer walls of the Building(s) and the Boundary walls and gates to the said premises including the Security goomtys.
- (v) Place(s) of installation of Pump, Generator, and Electric meters of the Building.
- (vi) Generator, if provided, for the Common Parts and/or for supply to different Unit(s) of the Building(s) together with the space required for installing the generator.

- (vii) The space required for installing the electrical sub-station, Transformer, Feeder Box, distribution cables and their accessories.
- (viii) Director's Toilets from quarter landing between 2nd Floor and 3rd Floor to Quarter landing between 7th Floor to 8th Floor located in norther side stair of the Building which shall be exclusive use of its Card Holders only. Each Office will be given Card or some key to access the Directors Toilet.

B. Water and Plumbing:

- (i) Overhead water tank, Underground water Reservoirs, water pipes, Drainage and sewerage pipes of the Building (save those which are inside of said Unit).
- (ii) Drains, sewerage pits and pipes within the Building (save those which are inside of any Unit) or attributable thereto.

C. Electrical & Miscellaneous Installations:

- (i) Electrical Installations including wiring and accessories (save those inside of any Unit) for receiving electricity from Electricity Supply Agency to all the Units in the Said Block and common portions within or attributable to the Building.
- (ii) Wiring and accessories for providing standby power to all the Units and Common Portions within or attributable to the Building.
- (iii) Wiring and accessories for lighting of Common Portions of the Building.
- (iv) Lights arrangement at the entrance gate Boundary Walls, Elevation Lightings and passages within the Building.
- (v) Lift and lift machinery of the Building.
- (vi) Fire fighting equipment and accessories in the Building as directed by the Director of West Bengal Fire Services and as installed at the time of Hand over.

(vii) Pumps and motors for water system for the Building and Common Portions.

D. Others:

(i) All Other areas and installations and/or equipment's as are to be provided in the Building for common use and enjoyment at the sole discretion of the Promoter.

NOTE: Save and except the above mentioned common areas and Portions the Promoter shall have exclusive rights and interest upon all the areas and/or part and/or portions of the Building including but not limited to the Ultimate Roof of the Building and therefore the Promoter shall be entitle to use and/or enjoy the same at its sole discretion.

PART-II

(Specifications of construction)

Structure	RCC pile & foundation RCC frame structure with design considering seismic Zone III
Walls	Good quality Conventional Brick/ AAC Block as per Architect's drawings with plaster and White Wall Putty finish.
Windows	Aluminum Sliding Window.
Doors	Main Door: Decorative Flush Sliding Door with laminates finish matching with lobby design with quality lock fitting / MS Shutter as suggested by Architect.
Flooring	Good Quality Vitrified tiles.
Common Toilets	Floor Tiles: Ceramic (preferably matt finish) Wall Tiles: Ceramic Tiles Up to lintel / Door height Fittings & Fixtures: Low flow CP Fixtures of Reputed Brand, Water Closet (WC), Wash Basin and Urinals in Toilets.

Electrical	Concealed wiring using flame retardant wires up to the Main DB of each Unit. (i.e. Main Line only) of specification as suggested by Architect.
Lobby at all floors	Well decorated lobbies using Marble / Granite / Tiles with False Ceiling as designed by our Interior / Architect.
Stair Case and stair case walls	Well decorated Marble / Granite / Tiles with emulsion paint finish wall and decorative railing as designed by our Interior / Architect.
Water Supply	KMC water supply and existing Borewell water supply for any water shortage.
Lift / Elevator	2 High speed Elevator of Kone or Otis or any other equivalent Brand. 1 Dedicated goods lift from basement to 2nd floor capable to lift goods upto 1,200 Kg. at a time.
Elevation	Weather Coat Paint and use of other materials as per the elevation design finalized by the architect.
Fire, Safety & Security :-	24 hours manned security at Gate. CCTV Surveillance in Common Areas. State of Art Fire fighting system including sprinkler system inside each Units.
Other Facilities:-	4KW Solar energy for common area DG Backup Roof top Landscape garden Dedicated director's toilet with access control device.

(Specification of the Mechanical Parking System)

Independent Mechanical Parking System: is a system where Cars can be parked inside the Mechanical System independently without depending on any other Cars for its ingress and egress. It's a three level independent mechanical Car parking system wherein at the space of 2 Cars – 5 Cars can be parked. In such parking system the three levels are pit, Ground and upper one level. Ground level is the middle level wherein one space (usually left most) is always empty for arranging the cars which makes it independent. Here, the system is proposed to be installed with following specification.

- ❖ Max height between Pallets: 2000 mm (Max Car height allowed will be 1800mm).
- ❖ Max width of the Platform: 2200 mm to 2300 mm.
- ❖ Installation length of the Platform : Pit clear length 5500 mm and wherein Max car length upto 4900mm can be parked.
- ❖ Load carrying capacity of the platform is max. 2000 kg.

Dependent Mechanical Parking System: is a system where Cars can be parked inside the Mechanical System and is dependent on other Cars for its ingress and egress. It's a Two level Mechanical Car parking system wherein at the space of 1 Car – 2 Cars can be parked. In such parking system the Two levels are Ground and upper Level. It's also a Three Level Mechanical Car parking system wherein at the space of 1 Car – 3 Cars can be parked. In such parking system the three levels are pit, Ground and upper one level. Ground level is the middle level. Here, the system is proposed to be installed with following specification.

- ❖ Max height between Pallets: 2000 mm (Max Car height allowed will be 1800mm).
- ❖ Max width of the Platform: 2200 mm to 2300 mm.
- ❖ Installation length of the Platform : Max car length upto 4900mm can be parked.
- ❖ Load carrying capacity of the platform is max. 2000 kg.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(Devolution of Title)

- a) At all material of times one Krishna Behary Seal, since deceased, son of Late Kunja Behary Seal was the sole recorded owner and was in khas and peaceful possession of **ALL THAT** piece and parcel of land admeasuring an area about

10 Cottahs 10 Chittacks be the same a little more or less alongwith a pucca roofed structure standing thereon situated at and lying in and being the municipal holding Nos.1, 3, 5 and 7, Weston Street, P.S. Bowbazar, Calcutta - 700 013, under Ward No.46, within the limit of Calcutta Municipal Corporation (now Kolkata Municipal Corporation), together with egress and ingress, easement rights and appurtenants thereto (hereinafter referred to as the "**said Property**") of which he became the owner by virtue of inheritance and was seized and possessed of the same free from all encumbrances during his lifetime.

- b) The said Krishna Behary Seal who was governed by the Dayabhaga School of Hindu law died on 20th March 1957, after having made and published his last Will and Testament dated 30th June 1956 leaving behind the following relations as his legal heirs and survivors:

Legal Heirs Name	Relation
Smt. Shyama Sundari Dassi (since deceased)	Widow
Shri Sudhir Kumar Seal (since deceased)	Eldest Son
Shri Madhusudan Seal	Second Son
Shri Rabindra Nath Seal	Third Son
Shri Birendra Kumar Seal (since deceased)	Fourth Son
Shri Nema Chand Seal	Fifth Son
Shri Netai Chandra Seal	Sixth Son
Shri Dharendra Nath Seal	Seventh Son
Shri Jitendra Nath Seal	Eighth/Youngest Son
Smt. Ranu Bala Auddy	Eldest Widowed Daughter

Smt. Lakshmi Sona Dutta	Second married Daughter
Smt. Kumari Anima Seal	Third Youngest Unmarried Daughter

- c) The said late Krishna Behary Seal by way of his said last Will and testament dated 30th June 1956, bequeathed to his eldest son Sri Sudhir Kumar Seal, since deceased and his fourth son, Sri Birendra Kumar Seal, since deceased (being the joint executors of the Will dated 30th June 1956) jointly and absolutely all the rights, title and interests in connection to **ALL THAT** the said Property.
- d) The said Sri Sudhir Kumar Seal, since deceased and Sri Birendra Kumar Seal, since deceased as the joint executors of the Will dated 30th June 1956 obtained probate of the said Will on 08th April 1965 from the Hon'ble High Court at Calcutta.
- e) By virtue of the said Will dated 30th June 1956, the said Sri Sudhir Kumar Seal, since deceased and Sri Birendra Kumar Seal, since deceased became the absolute and joint owners of **ALL THAT** the said Property and they while seized and possessed 50% shares each, recorded their names as the joint owners in the record of Calcutta Municipal Corporation (now Kolkata Municipal Corporation) and regularly kept paying the yearly taxes, levies, etc. thereof and enjoying the interest therefrom free from all encumbrances.
- f) One of the joint owners, viz. the eldest son Sri Sudhir Kumar Seal who was governed by the Dayabhaga School of Hindu Law died on 10th December 2004, after having made and published his last Will and Testament dated 14th August 1995, which was registered in the office of Additional District Sub-Registrar, Serampore, Hooghly and recorded therein in Book No. III, Volume No.2, Pages 103 to 112, being No.83 for the year 1995, leaving behind the following relations as his legal heirs and survivors:

Legal Heirs Name	Relation
Smt. Annapurna Seal	Widow
Shri Samir Kumar Seal	Son

Smt. Sandhya Dey (Seal)	Married Daughter
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- g) Late Sudhir Kumar Seal by way of his said last registered Will and Testament dated 14th August 1995, bequeathed to his only son Shri Samir Kumar Seal, solely and absolutely all his rights, title and interests being 50% (8 annas) undivided share in **ALL THAT** the said Property.
- h) The other co-owner, viz. the fourth son Sri Birendra Kumar seal who was governed by the Dayabhaga School of Hindu Law died intestate on 01st November 2006 leaving behind him his sole legal heir and survivor, his widow Smt. Saraswati Seal and who after her husband's death became/inherited the 50% (8 annas) undivided share in **ALL THAT** the said Property.
- i) By a registered Deed of Conveyance dated 08th August, 2008 made between (i) Shri Samir Kumar Seal and (ii) Smt. Saraswati Seal therein collectively referred to as the vendors of the one part and Quick 'N' Safe Service Private Limited therein referred to as the Purchaser of the other part and registered at the Additional Registrar of Assurances-II, Kolkata in Book I, CD Volume No. 17, Page from 10561 to 10582, Being No. 08437 for the year 2009, the vendors thereto for the consideration therein mentioned granted sold conveyed and transferred unto and to the said Quick 'N' Safe Service Private Limited **ALL THAT** the said Property, absolutely and forever.
- j) In the premises, the said Quick 'N' Safe Service Private Limited became the sole and absolute owner of the said Property.
- k) Pursuant to the grant of a Fresh Certificate of Incorporation consequent upon change of name dated 5th September, 2008 by the Registrar of Companies, West Bengal under the Government of India, Ministry of Corporate Affairs, the name of Quick 'N' Safe Service Private Limited was duly changed to Quick 'N' Safe Private Limited. Thereafter, pursuant to the grant of another Fresh Certificate of Incorporation consequent upon change of name dated 25th September, 2008 by the Registrar of Companies, West Bengal under the Government of India, Ministry of Corporate Affairs, the name of Quick 'N' Safe Private Limited was duly changed to Quick 'N' Safe Limited.
- l) Pursuant to and in terms of a resolution passed by the Board of Directors of Quick 'N' Safe Limited, in its meeting held on 3rd June, 2014, by a Joint

Development Agreement dated 26th June, 2014 made between Quick 'N' Safe Limited, therein referred to as the Owner of the One Part, and the Promoter herein, therein referred to as the Developer of the Other Part, and registered at the Additional Registrar of Assurances - II, Kolkata, in Book I, Volume No. 38, Pages 2333 to 2375, Being No. 08007 for the year 2014, appointed by the Promoter hereto, as the developer of the said premises on the terms and conditions more fully therein contained.

- m) Pursuant to the application dated 15th November 2016 for amalgamation of the premises No.1, 3, 5 and 7, Weston Street by the Vendor herein, the Kolkata Municipal Corporation by virtue of its order dated 10th August 2017 has been pleased to amalgamate the premises No.1, 3, 5 and 7, Weston Street and after amalgamation, the said Property has since been renumbered as premises No.5, Weston Street, Kolkata-700013 (morefully mentioned and described in Part-I of the First Schedule hereunder written and hereinafter referred to as the "**said premises**").

Annexure "A"

Unless, in these presents, there be something contrary or repugnant to the subject or context:

- (i) **ACT** shall mean the Real Estate (Regulation and Development) Act, 2016 (Act No.XVI of 2016).
- (ii) **RULES** shall mean the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016.
- (iii) **REGULATIONS** shall mean the Regulations (if any) made under the Real Estate (Regulation and Development) Act, 2016
- (iv) **SECTION** shall mean a section of the Act.
- (v) **SAID PREMISES** shall mean the municipal Premises No.5 Weston Street (formed on the amalgamation of premises Nos. 1, 3, 5 and 7 Weston Street), Police Station Bowbazar, Kolkata-700013, more fully and particularly mentioned and described in the **FIRST SCHEDULE**.
- (vi) **PROJECT / BUILDING OR BUILDING/S AND/OR NEW BUILDING/S** shall mean the new Office or Business Building of B + G + VIII proposed to be

constructed by the Promoter at the said premises and containing several independent and self contained commercial / semi commercial / office units, parking spaces, commercial / retail areas / spaces, and other constructed areas.

- (vii) **ALLOTTEES / UNIT-HOLDERS / CO-OWNERS** according to the context shall mean all the buyers/owners who from time to time have purchased or agreed to purchase either from the Promoter or the Owners and taken possession of any Unit in the said premises.
- (viii) **COMMON AREAS AND INSTALLATIONS** shall mean the areas installations and facilities in the said premises as mentioned and specified in **PART-I** of the **FIFTH SCHEDULE** and expressed or intended by the Promoter for exclusive use and enjoyment by the occupants of the said premises.

It is clarified that the Common Areas and Installations shall not include the parking spaces, roofs/terraces at different floor levels attached to any particular commercial space(s),the front open space of the said premises and other open and covered spaces at the said premises and the Building which the Promoter may from time to time express or intend not to be so included in the Common Areas and Installations and the Promoter shall be entitled to deal with and/or dispose of the same in its absolute discretion, to which the Allottee hereby consents.

- (ix) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the Common Areas and Installations and rendition of common services in common to the Allottees of the said premises and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE**) to be contributed and shared by the Allottees.
- (x) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeeping and administering the Common Areas and Installations, rendition of services in common to the Unit Holders / Allottees in the said premises for the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Unit Holders and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.

- (xi) **UNITS** shall mean the independent and self-contained commercial units and/or other constructed areas (capable of being independently and exclusively used and enjoyed) in the Building at the said premises and wherever the context so permits or intends shall include the parking space/s and/or roof/s and/or other properties benefits and rights, if any, attached to the respective Units and also the proportionate undivided share in the Common Areas and Installations, attributable thereto.
- (xii) **PARKING SPACES** shall mean covered parking spaces in or portions of the Building at the said premises and also at the ground level of the said premises as expressed or intended by the Promoter at their sole discretion for parking of motor cars and other vehicles under Mechanical Car Parking System. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and clarified that any allotment of parking shall for intents and purposes mean the exclusive right to park motor cars or other vehicles as may be specified. It is also clarified that in case any parking be a stack car parking (i.e. having access through another parking space or another parking space having access through this parking space), then allottees of both the stack parkings shall allow each other to park his / her / its vehicle and for that shall do all acts as be necessary (including to remove / shift his / her vehicle from time to time as be required).
- (xiii) **CARPET AREA** according to the context shall mean the net usable floor area of any Unit, excluding the area covered by external walls, areas under service shafts (if any), but includes the area covered by the internal partition walls of the Unit;
- (xiv) **BUILT-UP AREA** according to the context shall mean and include the plinth area of any unit in the building and also including the thickness of the external and internal walls thereof and columns therein and shall also include 50% of the plinth area of the attached terrace (including areas under the parapet walls, ducts, pillars, columns etc.) **PROVIDED THAT** if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such Unit.
- (xv) **PROPORTIONATE OR PROPORTIONATELY** according to the context shall mean the proportion in which the Carpet Area of the said Unit may bear to the Carpet Area of all the Units in the said premises **PROVIDED THAT** where it refers to the share of the Allottee or any Allottee in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be

determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area, rental income, consideration, or user then the same shall be determined on the basis of the area, rental income, consideration or user of the said Unit).

- (xvi) **SAID UNIT** shall mean the **Commercial/Semi-Commercial/Office Unit** No. _____ on the _____ floor of the Building to be constructed at the said premises morefully and particularly mentioned and described in the **SECOND SCHEDULE** with fittings and fixtures to be provided therein by the Promoter as mentioned in **PART-II** of the **FIFTH SCHEDULE** and **wherever the context so permits** shall include the Allottee's proportionate undivided share in the Common Areas and Installations attributable to the said Unit **and further wherever the context so permits** shall include the right of parking one or more motor car/s in or portion of the parking space, if so specifically and as expressly mentioned and described in the within stated **SECOND SCHEDULE** and **further wherever the context so permits** shall include the exclusive right to use and enjoy the front open space of the said premises (i.e. in front of the Building) **and further wherever the context so permits** shall include the exclusive, unrestricted and absolute right to install VSAT, Radio Tower, leased data / voice and/or other equipments/machines, Dish or other Antennas etc. on the top roof of the Building and to connect the same to the said Unit, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE**.
- (xvii) **DEVELOPMENT AGREEMENT** shall mean the Registered Development Agreement dated 26th June, 2014 entered between the Owner and the Promoter;
- (xviii) **MAINTENANCE COMPANY / ASSOCIATION** shall mean any Private Limited Company incorporated under any provisions of the Companies Act, 1956 or any Association or any Syndicate Committee or Registered Society or any other Association of Persons of the Allottees, that may be formed by the Promoter for the common purposes having such rules regulations bye-laws and restrictions as be deemed proper and necessary by the Promoter in its absolute discretion.
- (xix) **MAINTENANCE IN-CHARGE** shall upon formation of the Maintenance Company and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Maintenance Company and till

such time the Maintenance Company is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter.

- (xx) **LIABILITY COMMENCEMENT DATE / POSSESSION DATE** shall mean the date on which the Allottee takes actual physical possession of the said Unit after fulfilling all his/her/its liabilities and obligations in terms of this agreement or the date of expiry of the period specified in the notice by the Promoter to the Allottee to take possession of the said Unit in terms of the said clause 7.2 irrespective of whether the Allottee takes actual physical possession of the said Unit or not, whichever be earlier.
- (xxi) **ARCHITECTS** shall mean Mr. MITUL SIDDHARTHA SUKLA of Mass & Void situated at 56, Christopher Road , Ektaa Hibiscus, Unit No. 4B, 4th Floor, Kolkata - 700046 or such other Architects as may be appointed by the Promoter from time to time for the Building;
- (xxii) **ADVOCATES** shall mean Fox and Mandal, Advocates of or such other Advocates as may be appointed for the said Project at the said premises who shall be responsible for drafting this Agreement for Sale and also Deed of Conveyance and other legal documents in relation to the said Unit;
- (xxiii) **PLAN** shall mean the plan sanctioned by the Kolkata Municipal Corporation vide Building Permit No.2022060025 dated 10/08/2022 , for construction of the Building/s at the said premises and shall include sanctionable modifications thereof and/or alterations thereto as may be made from time to time by the Promoter. It is clarified that in case additional constructions are sanctioned by the concerned authorities, then the Promoter and Owner (as per arrangement between them) shall be entitled to construct and deal with the same, to which the Allottee hereby consents. The Allottee is also aware of the fact and consents and admits that owing to construction of additional areas / floors as elsewhere herein contemplated, the proportionate undivided share of the Allottee in the Common Areas and Installations shall be and/or is likely to stand reduced.
- (xxiv) **OTHER CAUSES** shall mean and include storm, tempest, fire, flood, earthquake and other Acts of God or Acts of Government, Statutory Body etc., strike, riot, mob, air raid, acquisition/ requisition, proceedings, labour unrest, order of injunction or order of Status quo or otherwise restraining development or construction at the said premises by the Court of Law, Tribunal or Statutory Body scarcity or non-availability of building materials

equipments or labourers, changes in rules regulations and laws for the time being in force resulting in stoppage or postponement or delay of construction or any work at the Project and any other reason beyond the Promoter's control.

(xxv) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.

(xxvi) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.

(xxvii) The expression **ALLOTTEE** shall be deemed to mean and include:

(b) In case the Allottee be an individual or a group of persons, then his or her or their respective heirs legal representatives executors and administrators;

(c) In case the Allottee be a Hindu Undivided Family, then its members for the time being their respective heirs legal representatives executors and administrators;

(d) In case the Allottee be a partnership firm or an LLP, then its partners for the time being their respective heirs legal representatives executors administrators;

(e) In case the Allottee be a company, then its successors or successors-in-office;

Annexure "B"

1. **MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:** As a matter of necessity, the ownership and enjoyment of the units by Allottees shall be consistent with the rights and interest of all the other Allottees and in using and enjoying their respective units and the Common Areas and Installations, each of the Allottees (including the Allottee) shall be bound and obliged:

a) to co-operate with the Maintenance In-charge in the management and maintenance of the said premises and the common purposes;

- b) to observe, fulfill, and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said premises and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Maintenance Company, as the case may be. The Allottee shall not hold the Promoter liable in any manner for any accident or damage during the course of enjoyment of the Common Areas and Installations by the Allottee or his family members or any other person;
- c) to allow the Maintenance In-charge and their authorised representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Building and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within seven days of giving of a notice in writing by the Maintenance In-charge thereabout Provided That in case of emergencies / exigencies, no such notice shall be required to be given;
- d) to install fire-fighting and sensing system gadgets and equipments in the said Unit as required under law and keep the said Unit free from all hazards relating to fire;
- e) to carryout all fitout works in the said unit in a good and workman-like manner and without violating any laws, rules or regulations of the concerned authority, National Building Code and fire safety rules and rules framed by other authorities and with minimum noise and ensure that no disturbance or annoyance is caused to the other Allottees;
- f) in case of Units, to use their respective Units (and utility rooms etc.) only for the commercial purpose in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.,) whatsoever without the consent in writing of the Promoter first had and obtained, it is being expressly agreed that such restriction on the Allottees shall not be applicable to the Promoter;
- g) to use the car parking spaces, if any granted and/or agreed to be granted only for the purpose of parking of medium sized motor cars (length of Car

not exceeding 4900 mm and height not exceeding 1800 mm)/ two wheelers, as applicable;

- h) not to use the ultimate roof of the Building or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees;
- i) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities;
- j) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the said premises free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things therein or thereat or in any other common areas of the said premises;
- k) not to claim any right whatsoever or howsoever over any unit or portion in the said premises save their units;
- l) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Building save a letter-box at the place in the ground floor and decent nameplates outside the main gates of their units both subject to signage guideline provided by the Promoter/ Maintenance Company duly approved by the Project Architects by taking into consideration the line of business of the Allottee in order to keep the design and aesthetics of the building intact.. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his said Unit;
- m) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the said premises or may cause any increase in the premia payable in respect thereof;
- n) not to alter the outer elevation of the Building or any part thereof nor decorate the exterior of the Building or the said premises otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated;

- o) Not to alter or change the design and colour of the outside door/Shutter provided by the Promoter to the Allottee in respect of the said Unit. However, the allottee shall be entitled to get the doors or Shutters repaired or altered keeping the design same as was provided by the Promoter at the time of handover of the Said Unit.
- p) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof, staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Building nor allow or permit any other person to do so;
- q) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Building;
- r) not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
- s) not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- t) To keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the Building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Building and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particular and without prejudice to the generality to the foregoing, the Allottees shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise;
- u) not to let out transfer or part with the possession of the parking spaces agreed to be allotted and/or granted to them independent of the Units agreed to be sold to them nor vice versa, with the only exception being that they shall be entitled to let out transfer or part with possession of their

parking spaces independent of their Units to any other owner of Units in the Building and none else;

- v) In the event any Allottee has been allotted any car parking space within the said premises, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
- (i) The Allottee shall use such Parking Space only for the purpose of parking of its own medium sized motor car and for no other purpose whatsoever and the Car Parking Space does not confer any right of ownership of the space on which such parking facility is provided;
 - (ii) The Allottee shall not be entitled to sell transfer or assign such parking space or his right of parking car at such Parking Space or allow or permit any one to park car or other vehicle at such Parking Space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his Unit, to any person with the only exception being that the Allottee shall, only after completion of sale, be entitled to let out transfer or part with possession of his parking space independent of the Unit only to any other owner of Unit in the Building and none else;
 - (iii) The Allottee shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
 - (iv) The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever;
 - (v) The Allottee shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or passages within the said premises or any other portion of the said premises save at the allotted Parking Space;
 - (vi) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Maintenance

Company with regard to the user and maintenance of the parking spaces in the Building and the said premises;

- (vii) The Allottee shall not have any parking facility until full and final payment of all sums due by the Allottee in terms of this agreement and the Allottee further not being in default in complying his obligations as provided in this Agreement.
- (viii) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter and the Owners with regard thereto.
- (ix) All unsold or un-allotted parking spaces shall be identified/demarcated and retained by the Promoter for disposal of the same at the consideration and/or in the manner deemed fit and proper by the Promoter.
- (x) Any scheme of numbering of parking spaces will be subject to further revision as per the discretion of the Promoter and the revised parking number shall be intimated to the Allottee upon such revision.
- (xi) The Allottee agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the parking spaces to any other Allottee nor to disturb the use of the allotted parking space by the concern Allottee.
- (xii) The Allottee hereby further warrants and confirms that the Allottee shall, upon formation of the Association and/or execution of Deed of Conveyance, as contemplated herein, cause such Association to confirm and ratify and shall not permit the Association to alter or change the allocation of Car Parking Spaces in the manner allocated by the Promoter to the various Allottees (including the Allottee herein) of the Units in the Buildings/Towers and the Project.
- (xiii) The Allottee is aware that the Car Parking Space shall be provided under mechanical parking system which will always be a dependent or independent parking. A parking facility is dependent if the to and fro movement of the vehicle from the allotted parking space to the driveway is dependent upon moving another vehicle. A parking

facility is independent if the to and fro movement of the vehicle from the allotted parking space to the driveway is not dependent upon moving another vehicle. It has been agreed that the Allottees of two different Units may be allotted the same set of dependent mechanical parking system which would have the provision to park two medium sized cars. The Allottee shall cooperate with the Owner(s) of another unit to park their own car or to get the vehicle of another owner parked in the dependent system. In case the allottee is required to leave Vehicle keys with the Ground Floor security, he should cooperate with the security to allow smooth operations of ingress and egress of vehicles under dependent Parking system. However, the Owners of independent parking systems are not required to share their vehicle keys with the security.

- (xiv) In case due to any enactment or implementation of legislation, rule, bye-law or order of any judicial or other authority, the individual exclusive Car Parking Space at the space earmarked for the Allottee is not permissible, then the Allottee shall neither hold the Promoter and/or the Owners liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Owners.
- (xv) In case the Allottee is provided facility of parking which is inter-dependent with any other parking facility in the Project or any part thereof then the Allottee shall not disturb/block the ingress and egress of car/two wheeler of the other Unit owner of such facility or any other Co-owners in the Project.
- (xvi) **Provisions for Electric Vehicles (EV):** Provisions will be there from Common electric Meter till a Panel in Car Parking Area at the cost of the Promoter. In case Allottee wishes to have electrical line to charge their electric vehicle, in such case Allottee shall have to get a Sub-meter installed in the Electric Panel and get the line till the Car Parking place of the allottee at the cost of the allottee. Allottee shall be charged by the Maintenance - in-charge on the basis of Units consumed by the Allottee on monthly basis based on meter reading at the rates per unit as fixed by the Maintenance In-charge. In case of default in payment of the energy charges, Maintenance In-charge shall have powers and right to disconnect the power supply and adjust the default amount from Maintenance Deposit / Sinking Fund.

Maintenance In-charge will not restore the power supply till payment of entire dues with interest and penalty.

- w) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through their units;
- x) not to slaughter or kill any animal in any area (including common areas / parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise;
- y) not be entitled to nor permitted to make any structural changes / modifications to their respective units or any part thereof Provided That internal finishing work may be carried out by the Allottees in a lawful manner;
- z) not to cook or prepare or consume any non-vegetarian food in roof area or any other common areas;
- aa) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the said premises including those under the West Bengal Fire Service Act and rules made thereunder and shall indemnify and keep the Promoter and the Owners saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on their part;
- bb) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, The Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, CESC Limited, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities

at the said premises and to make such additions and alterations in or about or relating to their respective units and/or the Building as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Promoter or the Owners in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter and the Owners and the Maintenance In-charge and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on the part of the Allottees.

- cc) to cooperate with the Promoter to obtain, at the costs of the Allottee, separate apportionment / assessment and mutation of their respective units, as may be permissible, in the records of the Kolkata Municipal Corporation.
- dd) not to fix or install air conditioners in their respective Units save and except at places where provision has been made by the Promoter for installation of the same. In case of and in the event any Allottee installs air conditioner/s at any place other than the places earmarked and/or specified for the same, then and in that event, the such Allottee shall be liable to pay to the Promoter penalty charges of a Lump sum amount of Rs._____/ - (Rupees _____) per Air conditioner wrongly installed and shall also forthwith remove the air conditioner/s. Further, before installation, the Allottees shall also get the layout plan of the air conditioner/s to be installed in their respective Units / commercial spaces approved by the Promoter and shall further ensure that all water discharged by the split air conditioning units is drained within their respective Units and not to allow any spill over in the common areas / commercial spaces.
- ee) not to make in the Unit any structural addition or alteration and/or cause damage to beams, columns, partition walls etc. and in case of default the defaulting Allottee shall be liable to pay to the Promoter penalty charges of a sum equivalent to Rs.50/- (Rupees Fifty) only per sq. ft., of the Carpet Area of the concerned Unit subject to minimum of Rs.15,000/- (Rupees Fifteen thousand) only per default.

- ff) to bear and pay and discharge exclusively the following expenses and outgoings:-
- i) Municipal rates and taxes and water tax, if any, assessed on or in respect of their respective units directly to The Kolkata Municipal Corporation Provided That so long as their respective units are not assessed separately for the purpose of such rates and taxes, each Allottee shall pay and/or deposit in the Suspense Account of the Kolkata Municipal Corporation proportionate share of all such rates and taxes assessed on the said premises;
 - ii) All other taxes impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of their respective units or the Building or the said premises as a whole and whether demanded from or payable by the Allottees or the Promoter or the Owner and the same shall be paid by the Allottees wholly in case the same relates to their respective units and proportionately in case the same relates to the Building or the said premises as a whole.
 - iii) Electricity charges for electricity consumed in or relating to their respective units and until a separate electric meters are obtained by the Allottees for their respective units, the Promoter and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the Allottees shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub-meter provided for their respective units at the rate at which the Maintenance In-charge shall be liable to pay the same to CESC Limited.
 - iv) Charges for enjoying and/or availing excess power (i.e. in excess of that agreed under their respective Unit Sale Agreements) from the common Generator installed / to be installed and the same shall be payable to the Maintenance In-charge And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for their respective units, wholly and if in common with the other Allottees, proportionately to the Promoter or the appropriate authorities as the case may be.

- v) Proportionate share of all Common Expenses (including those mentioned in the **Fifth Schedule**) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottees shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @Rs._____ per square foot per month of the Carpet Area of their respective units. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services. It is clarified that expenses for maintaining managing upkeep and administering the respective Common Area and Installations shall not be separately incurred / charged / accounted for nor is the same feasible nor practical and none of the Allottees shall object to or demand explanation therefor and shall be bound to accept the same without demur or objection.
 - vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottees in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by CESC Ltd., from its consumers for the delay payment of its bills).
 - vii) Charges for use of Common Electricity for charging Electric Vehicle in case the Allottee have been allotted a Car Parking space and such Car need the service of getting their vehicle charged.
 - gg) to observe such other covenants as be deemed reasonable by the Promoter and/or the Owner and/or the Maintenance Company from time to time for the common purposes.
- (ii) Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7th day of the month for which the same shall be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Maintenance In-charge. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon the Allottee, in case the same is left in the said Unit or in the letterbox earmarked for the said Unit.

- (iii) It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and façade of the Building and the Common Areas and Installations etc. and the same shall be shared by and between the Allottee and the other allottees proportionately. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the common expenses by the Allottee.
- (iv) In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance In-charge interest at the rate of 1.5% per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:
 - (i) disconnect the supply of electricity to the said Unit;
 - (ii) withhold and stop all other utilities and facilities (including lift, generator etc.) to the Allottee and his family members, servants, visitors, guests, tenants, licensees and/or the said Unit;
 - (iii) to demand and directly release rent and/or other amounts becoming payable to the Allottee by any tenantor licensee or other occupant in respect of the said Unit.
 - (iv) to display the name of the Allottee as a defaulter on the notice board of the Building/s.
 - (v) It is also agreed and clarified that in case any Allottee (not necessarily being the Allottee herein) fails to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or other amounts and as a result there be disconnection / discontinuity of services etc. (including disconnection of electricity, etc.), then the Allottee shall not hold the Promoter or the Maintenance In-charge or the Owner responsible for the same in any manner whatsoever.

DATED THIS ___ DAY OF _____ 2024

BETWEEN

QUICK 'N' SAFE LIMITED

...OWNER

AND

SHREE KRISHNA ESTATES

... PROMOTER

AND

... ALLOTTEE

AGREEMENT FOR SALE

(Unit No. _____ on the _____
floor of the building in the Project "WEST
WALK")

FOX & MANDAL

Solicitors and Advocates

206 A.J.C Bose Road

Kolkata - 700 017

For M/s. SHREE KRISHNA ESTATES



Authorised Signatory