

THIS AGREEMENT made this day of Two Thousand **BETWEEN**
KOLKATA HEIGHTS PRIVATE LIMITED (PAN NO. AAECK4263A), a Company
incorporated under the Companies Act, 1956 and is an existing Company within the
meaning of Companies Act, 2013 and having its registered office at 9A, Lord Sinha
Road, P.S. Shakespeare Sarani, P.O. Middleton Row, Kolkata 700071,
represented by its Director, Mr. Manish Kumar Sharma

(PAN NO. ARKPS6486P) son of Sri Mahesh Kumar Sharma working for gain at 9A, Lord Sinha Road, Kolkata 700071, P.S. Shakespeare Sarani, P.O. Middleton Row, hereinafter referred to as "the **PROMOTER**" (which term or expression shall unless excluded by or repugnant to subject or context be deemed to include its successor or successor-in-interest and/or assigns) of the **FIRST PART AND (1) COMPANION TRADERS PRIVATE LIMITED** (Pan No. AABCC1564H), a company incorporated under the Companies Act, 1956, having its Registered Office at 9A, Lord Sinha Road, Kolkata 700071, **(2) COMPASS VINIMAY PRIVATE LIMITED** (Pan no.AABCC1563A), a company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata 700071, **(3) BRIGHTEX MERCHANTS PRIVATE LIMITED** (Pan No. AABCB0638H), a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata 700071, **(4) CITILINE VYAPAAR PRIVATE LIMITED** (Pan No. AABCC1562B), a company incorporated under the Companies act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata 700071, **(5) APURVA COMMO TRADE PRIVATE LIMITED** (Pan no. AACCA1322J), a company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata 700071, **(6) ANJANI MARKETING PRIVATE LIMITED** (Pan No. AACCA3554A), a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata 700071, **(7) AJANTA DEALERS PRIVATE LIMITED** (Pan No. AACCA1321M), a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata 700071, **(8) KUSUM AGENTS PRIVATE LIMITED** (Pan No. AABCK0778R), a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata 700071, **(9) LAXMI TRADECOM PRIVATE LIMITED** (Pan No. AAACL6074C), a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata 700071, **(10) MILESTONE DISTRIBUTORS PRIVATE LIMITED** (Pan No. AABCM7059B), a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata 700071, **(11) NEPTUNE DEALERS PRIVATE LIMITED** (Pan No. AABCN1201E), a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata 700071, **(12) NUTSHELL MARKETING PRIVATE LIMITED** (Pan No. AAACN8475B), a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata 700071, **(13) ORACLE COMMERCE PRIVATE LIMITED** (Pan No. AAACO2849N), a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata 700071, **(14) PURBASHA MERCHANTS PRIVATE LIMITED** (Pan No. AADCP1886H), a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata 700071, **(15) GENTEX COMMERCE PRIVATE LIMITED** (Pan No. AACCG0804F), a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata 700071, **(16) JETAGE VINIMAY PRIVATE LIMITED** (Pan No. AAACJ8536D), a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata 700071, **(17) SYMPHONY COMMODITIES PRIVATE LIMITED** (Pan No. AADCS8072N), a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata 700071, **(18) SOLIDEX VINIMAY**

PRIVATE LIMITED (Pan No. AADCS8071R), a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata 700071, **(19) FRONTRADE VINIMAY PRIVATE LIMITED** (Pan No. AAACF4452E), a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata 700071, **(20) GOODWIN SALES AGENCY PRIVATE LIMITED** (Pan No. AABCG1452A), a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata 700071, **(21) GOODWILL VINIMAY PRIVATE LIMITED** (Pan No. AABCG1450C), a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata 700071, **(22) FINETRADE SALES AGENCIESPRIVATE LIMITED** (Pan No. AAACF4365L), a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata 700071, **(23) GENTEX TRADING PRIVATE LIMITED** (Pan No. AABCG1451D), a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata 700071, **(24) INTEGRAL VINIMAY PRIVATE LIMITED** (Pan No. AAACI6481N), a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata 700071, **(25) DIGNITY TRADERS PRIVATE LIMITED** (Pan No. AABCD0883G), a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata 700071, **(26) GAINWELL SUPPLIERS PRIVATE LIMITED** (Pan No. AABCG1449D), a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata 700071, **(27) ULEKH SALES AGENCY PRIVATE LIMITED** (Pan No. AAACU6422F), a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata 700071, **(28) S. N. TOWERS PRIVATE LIMITED** (Pan No. AANCS9529G), a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata 700071, **(29) NATURAL TOWERS PRIVATE LIMITED** (Pan No. AADCN1893Q), a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata 700071, **(30) LORD SINHA DEVELOPERS PRIVATE LIMITED** (Pan No. AABCL8279J), a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata 700071, all the above duly represented by its' Authorized Signatory **MR. MANISH KUMAR SHARMA** (Pan No. ARKPS6486P), son of Mr. M. K. Sharma working for gain at 9A, Lord Sinha Road, Kolkata 700071, hereinafter collectively called "the **OWNERS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their and each of their respective heirs executors administrators and legal representatives and assigns) of the **SECOND PART AND**

residing at hereinafter collectively called "the **ALLOTEE**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their and each of their respective heirs executors administrators and legal representatives and assigns) of the **THIRD PART.**

The Promoter, The Owners and The Allotee(s) shall hereinafter be collectively referred to as "**Parties**" and individually as "**Party**".

DEFINITIONS:

For the purpose of this agreement for sale, unless the context otherwise requires,-

- (a) "**Act**" means the West Bengal Housing Industry Regulation Act, 2017 (West Bengal Act XL1 of 2017);
- (b) "**Rules**" means the West Bengal Housing Industry Regulation Rules, 2018;
- (c) "**Regulation**" means the Regulation made under the West Bengal Housing Industry Regulation;
- (d) "**Section**" means the section of the Act.

WHEREAS:-

- A. The Owners are the absolute and lawful Owners of inter alia **ALL THAT** land measuring about 10 (Ten) Bigha 4(Four) Kottah 3 (Three) Chittack 24 (twenty four) Square Feet more or less situated at Mouza Madurdaha and having premises No. 761, Madurdaha Road, Kolkata 700107 within Ward No. 108 of The Kolkata Municipal Corporation (hereinafter referred to as the "**Said Land**"), more-fully and particularly described in the **SCHEDULE "A"** hereafter written, vide sale deeds and other chain of title as mentioned hereinafter in **SCHEDULE "F"**.
- B. The said land is earmarked for the purpose of building a residential project, comprising of multi-storied apartment buildings, Car Parking Spaces, etc and the said project shall be known as '**UTOPIA**'.
- C. The Owners by a Development Agreement dated 25th May 2017 and duly registered with the Office of the Additional Register of Assurance-I, Kolkata in Book No. I, Volume no 1901-2017, pages No 117343 to 117424 having Being No 190103689 of year 2017, duly appointed the Promoter to develop the said Land/Project at such terms and conditions as mentioned therein subsequently the Owners and the Promoter modified the said Development Agreement dated 25th May, 2017 whereby they have agreed to jointly sale all the constructed areas through Promoter and the Net Sale Proceeds will be distributed in a ratio as mentioned in the said Supplementary Agreement.
- D. 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 land on which Project is to be constructed have been completed.
- E. The Kolkata Municipal Corporation has granted the permission to construct vide Building permit no 2018120116 dated 09/10/2018.
- F. The promoter has obtained the sanctioned plan (as herein-above mentioned) for the project from The Kolkata Municipal Corporation as also mentioned in the

Definition No 1e of the **Schedule "A-1"** herein below. The promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable and save to the extent as mentioned in **Definition No 1e** of the **Schedule "A-1"** and save as mentioned herein below.

- G. The Promoter has given Notice of commencement under the Kolkata Municipal Corporation Building Rules 2009 vide letter dated 12.11.2018 through the Architect of the Project intimating the date of commencement as 20.11.2018.
- H. The Promoter has registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority bearing Registration No. HIRA/P/KOL/2018/000274.
- I. The Allottee has applied for an apartment in the Project vides Application No. N.A. for allotment of the Designated Apartment more-fully described in the **SCHEDULE "A"** hereunder written, and also herein below:

ALL THAT the Residential Flat / Apartment bearing **No.** containing carpet area of ' square feet (built up area whereof is ' square feet (inclusive of the area of the balcony / verandah being ' square feet more or less, attached terrace area being 'sq.ft. more or less on the side of the floor of the Tower at the said land **Together with** the right to park number of car at the car parking space[**parking no.**]as delineated in the Master Plan annexed hereto duly bordered therein "**GREEN**" and marked as **SCHEDULE "B-1"** and **Together with** pro rata share in the Common Areas and Installations more particularly described in the **SCHEDULE "A"** and delineated in the floor plan Annexed hereto, duly bordered thereon in "**RED**" and marked as **SCHEDULE "B"**.

- 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. The additional disclosures/details agreed between the parties are contained in **SCHEDULE "A-1"** hereto.
- 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 Designated Apartment being described in **PARA-'I'** herein-above stated.

NOW THEREFORE, in consideration of the mutual representation, covenants, assurances, promises and agreement 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(s) and the Allottee(s) hereby agrees to purchase the Designated Apartment as specified in **PARA 'I'** herein-above written:

1.2 The Total Price for the said Designated Apartment And Appurtenances based on the carpet area is **Rs. /-(Rupees only)** [Including **car parking space**] as also mentioned in **PART-1** of the **SCHEDULE-"C"** hereafter written, break-up whereof is as follows:-

Consideration money for the Allottee's Designated Apartment with Car park, if and as mentioned in the Schedule-"A" :	Rs. /-
ADD : GST	As per applicable
Total price	Rs. /-

(Rupees

only)

Explanation:

(i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Designated Apartment And Appurtenances.

Note: GST and discount / Input Credit are based on current rate of GST. In case of any variation therein, the consideration / Total Price amount shall also undergo change.

(ii) The Total Price payable by the Allottee also includes Taxes (consisting of tax paid or payable by way of G.S.T. and Cess or any other similar taxes which are presently levied, in connection with the construction of the Project with respect to the Designated Apartment and Appurtenances) upto the date of Sale Deed and/or handing over the possession of the Designated Apartment to the Allottee and the Project to the association of Allotees or the competent authority, as the case may be, after obtaining the completion certificate;

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

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee; unless increase is attributable to any Act or omission of the Allottee or unless increase is for the period prior to such completion/registration.

- (iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) 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 Designated Apartment and Appurtenances includes recovery of price of land (proportionate share), construction of not only the Designated Apartment but also (proportionately) the Common Areas, internal development charges as per agreed specifications , external development charges as per agreed specifications , taxes, cost of providing electric wiring in the common area and installations, lift, water line and plumbing, finishing with plaster of paris, tiles, doors, windows, fire detection and firefighting equipment in the common areas, amenities and specification to be provided within the Designated Apartment and the Project describe herein **Schedule "D"** and **Schedule "E"** but excludes maintenance charges and taxes.

1.2.1. In addition to the Total Price aforesaid, the Allottee shall, before the Date of Possession or the date of demand by the Promoter, whichever is earlier, also pay the following amounts (the details whereof is mentioned in **PART III of SCHEDULE-"C"**):

- (i) 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 Designated Apartment in excess of those specified herein and proportionate share of those costs and charges and expenses for providing any additional or extra common facility or utility to the Allotees in the said Buildings in addition to those mentioned herein, payable 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 Designated Apartment and/or the Common areas ultimately resulting in delay of delivery of possession of the said Designated Apartment 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.

- (ii) The full amount of Security Deposit and other costs payable to electricity authorities for obtaining direct electric meter in respect of the said Designated Apartment and proportionate share of the total amount of Security Deposit and other costs payable to the electricity authorities for the electric meter/s for maintenance lighting running and operating common areas and installations. It is clarified that the obligation of obtaining direct electric meter in respect of the said Designated Apartment shall be that of Allottee.
- (iii) Make payment of the fees and/or legal charges of the Advocates for preparation of this Agreement and the Sale Deed to be executed and/or registered in pursuance hereof, and also all statutory charges payable therefor including the charges of the copywriter for copying of such documents and expenses incidental to registration on or before the Deemed Date of Possession or the date of execution of the Sale Deed in respect of the Designated Apartment, whichever be earlier. In addition to the said fees, the Allottee shall also be liable for payment of GST thereon, if and as applicable.
- (iv) The Allottee will be required to pay, on demand, to the Promoter or to the Concerned Authorities, as may be so decided by the Promoter, the applicable stamp fees and registration fees on execution and registration of this agreement and of the sale deed and other documents to be executed and/or registered in pursuance hereof and also the statutory charges payable therefor including the charges of the copywriter for copying of such documents and expenses incidental to registration.

The Allottee is fully aware that stamp duty on this agreement is payable on ad-valorem basis on the market value of the said Designated Apartment and the Allottee is bound to register this agreement, failure to do so will be construed as default on part of the Allottee.

- 1.3 The Total Price is escalation free, save and except increases which the Allottee(s) 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(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rules/regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee unless the increase is attributable to any act or

omission of the Allotee or unless the increase is for the period prior to such completion/registration.

- 1.4 The Allotee(s) shall make the payment as per the payment plan set out in **PART II** of **SCHEDULE-"C"** ("INSTALMENTS").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allotee(s) by discounting such early payments @ 6% (six percent) per annum as agreed between the parties for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allotee(s) by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **SCHEDULE-"D"** and **SCHEDULE-"E"** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Designated Apartment or Project , as the case may be, without the previous written consent of the Allotee(s) as per the provisions of the Act **BUT** The Promoter duly mentions and Allotee understand and agrees that as per law the extra F.A.R. is permissible apart from sanction plan and the Allotee hereby grant consent and appoint the promoter as his/her/its authorized attorney to grant and sign all the paper and documents which may be necessary to obtain, modified or renewed Building Sanction Plan with extra available F.A.R. or comply with Green Building or other norms and authorized the promoter to make additional floors/addition or alteration in the Project with change in location of size and place of the Clubs, Lawn, Car Parking Space and amenities provided however the carpet area of that Designated Apartment allotted to the Allotee will remain unchanged. Provided Further that the Promoter may make such minor additions or alterations as may be required by the Allotee(s) at allotted cost, or such minor changes or alterations as per the provisions of the Act.
- 1.7 The Promoter shall confirm to the final carpet area that has been allotted the Allotee after construction of the building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area beyond three percent of the area specified herein then the Promoter shall refund the excess money paid by Allotee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allotee. If there is any increase in the carpet area, which is more than three percent of the carpet area of the Designated Apartment, allotted to the Allotee, the Promoter may demand that from the Allotee as per the next milestone of the Payment Plan as provided in **PART II** of **SCHEDULE-"C"**. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this agreement.

1.8 Subject to para 9.3 the Promoter agreed and acknowledges that the Allottee shall have the right to the Designated Apartment/Flat as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Designated Apartment;
- (ii) The Allottee(s) shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff, Promoter, the Owner and all persons permitted by the promoter and the Owner etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the association of Allotees and on sale of major portion after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the Designated Apartment and Appurtenances includes recovery of price of land (proportionate share), construction of not only the designated Apartment but also the common areas (proportionately), internal development charges as per agreed specifications, external development charges as per agreed specification, taxes, cost of providing electric wiring, electrical connectivity to common areas and installation, lift, water line and plumbing, finishing with plaster of Paris, tiles, doors, windows, fire detection and firefighting equipment in the common areas and installations, and includes cost for providing necessary facilities, amenities and specification to be provided within the Designated Apartment and the Project but excludes maintenance charges and taxes;
- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Designated Apartment, subject to the prior consents of the Project Engineer and complying with all safety guidelines.

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

1.10 The Promoter agrees to pay all outgoing/ dues before transferring the physical possession of the Designated Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoing/dues (including land cost,

ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages if taken by the Promoter or encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Designated Apartment and created by the promoter). If the Promoter fails to pay all or any of the outgoings/ dues collected by it from the Allottee(s) or any liability, mortgage loan (if taken by the promoter) and interest thereon before transferring the Designated Apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

- 1.11 The Allottee has paid a sum of **Rs. /-(Rupees Only)** as booking amount being part payment and further pay a sum of @ 10% on or before signing of this agreement of the total consideration of the Designated Apartment until or at the time of agreement the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Designated Apartment as prescribed in the Installments (**SCHEDULE-"C"**) as may be demanded by the Promoter within the time and manner specified therein.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. **MODE OF PAYMENT:**

Subject to the terms of the agreement and the Promoter abiding by the construction milestones (except in case of rebate in instalment as mentioned in clause 1.5), the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan [through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable)] in favour of **"KOLKATA HEIGHTS PRIVATE LIMITED"** payable at **KOLKATA**.

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

In the event of delay and/or default on the part of the Allottee in making payment of any GST, TDS or any other tax, levies, cess etc, then without

prejudice to any other rights or remedies available to the Promoter under this agreement or under applicable law, the Promoter shall be entitled to adjust against any subsequent amounts received from the Allottee, the said unpaid tax levy, cess etc, along with interest, penalty etc, payable thereon, from the due date till the date of adjustment.

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 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or 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, approval which would enable the Promoter to fulfil 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 Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any, under the applicable laws. The 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 Designated Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

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

5. **TIME IS ESSENCE :**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Designated Apartment to the Allotee and the common areas to the Association (upon its registration) of the Allotees.

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

The Allotee has seen the proposed layout plan, specifications, amenities and facilities of the Designated Apartment and accepted the floor plan, payment plan and the specification, amenities and facilities (as per relevant schedules to this agreement) which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities subject to the terms in this Agreement. The Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by The Kolkata Municipal Corporation Building Rules and shall not have an option to make any variation/ alteration/ modification in such plans or modified plan, other than in the manner provided under this agreement and the Act, and breach of this term by the Promoter shall constitute a material breach of this Agreement. Provided that nothing herein contained shall derogate or prejudice or effect the Promoters rights and entitlements with regard to the matter connected to the plan and the addition/alteration thereof as contained in **Clause F** and **Clause 1.6** herein-above. In the event of any change in the specifications necessitated on account of Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendation of the Architect, shall be entitled to effect such changes in the materials and specifications provided by the Promoter shall ensure that the cost and the quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials and specifications as set out in schedule of this agreement.

7. **POSSESSION OF THE DESIGNATED APARTMENT:**

7.1 **Schedule for possession of the Designated Apartment** – The Promoter agrees and understands that timely delivery of possession of the Designated Apartment to the Allotee and the common areas to the Association of the Allotees (upon its formation and registration), as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Designated Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place within June, 2022 with an additional grace period of six months unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or other exigency affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of Project is

delayed due to the *Force Majeure* conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Designated Apartment.

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

7.2 **Procedure for taking possession** - The Promoter, upon obtaining the completion certificate (which may be partial) from the competent authority shall offer in writing the possession of the Designated Apartment, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of such certificate **Subject to** the terms of the agreement and the Allottee making payment of the total price and all other amounts and deposits payable by the Allottee to the promoter hereunder and fulfilling all his covenants / obligations herein Provided that, in the absence of the local law, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of completion certificate subject to the Allottee making payment on the account of stamp duty, registration fees, etc., **Provided Further That** the promoter shall be not be liable to deliver possession of the designated apartment to the Allottee nor to execute or cause to be executed any sale deed or any other instrument(s) until such time the Allottee makes payment of all amounts agreed and required to be paid hereunder by the Allottee and the Allottee has fully performed all terms and conditions 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(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Association of Allotees, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the copy of the completion certificate of the Project Apartment, to the Allottee on or after the execution of conveyance of the same.

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

7.3 **Failure of Allottee to take possession of Designated Apartment** - Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee(s) shall within the period mentioned in such intimation take possession of the Designated Apartment 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 Designated Apartment to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided in Para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified under Para 7.2 and all taxes and outgoings relating to this Designated apartment and for all damages to the designated apartment and/or other parts of the building and also the guarding/holding charges @ Rs. 10,000/- (Rupees ten thousand only) per month for the designated apartment, plus GST (if applicable) from the date as mentioned in the intimation for possession.

7.4 **Possession by the Allottee** - After obtaining the completion certificate and handing over physical possession of all the Designated Apartment to the Allottee(s), it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Association (upon its registration) of Allotees.

Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Association (upon its registration) of Allotees within thirty days after formation and registration of the Association of Allotees.

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(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount (i.e. 5% of the total price, with applicable taxes) paid for the allotment. The balance amount of money paid by the Allottee(s) (other than taxes paid by the Allottee and/or stamp duty and registration charges incurred by the Allottee) shall be returned by the Promoter to the Allottee(s) without interest, and without any loss to the Promoter and only out of the amounts received by the Promoter against Sale of the Designated Apartment to any other interested persons and upon the Allottee at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

Upon the intimation of termination of this agreement the Allottee shall have no claim of any nature whatsoever on the Promoter and or the Designated Apartment and the Promoter shall be entitled to deal with and/or dispose of the Designated Apartment in the manner it deems fit and proper.

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

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

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

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

The Owner and Promoter hereby respectively represent and warrants to the Allottee(s) as follows:

- (i) The Owners has absolute, clear and marketable title with respect to the said Land and the promoter has the requisite rights to carry out development upon the said Land and the owners have the absolute, actual, physical and legal possession of the said Land with license to the Promoter to develop the Project thereon. The Allottee(s) has taken inspection of all the title deeds, Record of Rights, other documents and plans and has made all necessary searches and is (are) fully satisfied about the plan and the title of the Promoter/Owners in respect of the said Premises. The Allottee(s) shall not be entitled to and agree not to raise any objection and/or make any requisition with regard thereto.
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Designated Apartment and appertaining share in the Land, however for obtaining financial assistance

and/or loans from bank financial institutions, NBFC's and other lenders, the promoter/ owner has already created mortgage and/or charge on the said land and shall be at liberty to create further mortgages and/or charges in respect of the said land or any part thereof, and the Allottee hereby consents to the same **Provided However that** at the time of the execution of the deed of conveyance/ transfer in terms hereof, the promoter assures to have the designated apartment released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to his/her making payment of all amounts payable hereunder or otherwise and complying with his other obligation herein, will be acquiring title to the Designated apartment free from all such mortgages and charges created by the promoter.

- (iv) There are no litigations effecting title of the said land pending before any Court of law or Authority with respect to the said Land, Project or the Designated Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Designated Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owner/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said land, building and Designated Apartment and common areas;
- (vi) The Promoter /the owner has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) intended to be created herein, may prejudicially be affected;
- (vii) The Promoter/owner has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the Designated Apartment which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Owner/Promoter confirms that the Owner/Promoter is not restricted in any manner whatsoever from selling the Designated Apartment/Flat to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Designated Apartment to the Allottee(s) and the common areas to the Association of Allottee(s) upon the same being formed and registered;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the said Land ;

(xi) The Promoter/Owner has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities till the completion certificate has been issued and irrespective possession of the apartment along with common areas has been handed over to the Allotee and the Association of Allotee(s) (upon registration) or not.

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

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

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

- (i) The Promoter fails to provide ready to move in possession of the Designated Apartment to the Allotee(s) within the time period specified in Para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority or extended by the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Designated Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which completion certificate, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a Developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of default by the Promoter under the conditions listed above **PROVIDED** the Allotee complies with his obligation under this Agreement, Allotee(s) is entitled to the following:-

- (i) Stop making further payments linked to construction milestones to the Promoter as demanded by the Promoter. If the Allotee(s) stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allotee(s) be required to make the next payment without any interest provided that this clause shall not be applicable if the payment by the Allotee is not construction linked; or

- (ii) The Allottee(s) 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(s) under any head whatsoever towards the purchase of the Designated Apartment, along with interest as prescribed in the Rules within forty-five days of receiving the termination notice Subject to Allottee registering the Deed of Cancellation in respect of the Designated Apartment and Appurtenances:

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

- 9.3 The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottee(s) fails to make payments for two consecutive demands made by the Promoter as per the payment plan annexed thereto, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules.
- (ii) In case of default by Allottee under the conditions 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 Designated Apartment/ Flat in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) after deducting the booking amount (i.e. 5% of the total price) and the interest liabilities and this Agreement shall thereupon stand terminated and upon registration of the Deed of Cancellation thereof. Such refund shall not include any amount paid by the Allottee on account of Taxes paid by the Allottee and/or stamp duty, registration charges, legal expenses, brokerage incurred by the Allottee and shall be made out of the amounts received by the Promoter against Sale of Designated Apartment to any other interested persons. The Allottee shall at his/its own costs and expenses, execute all necessary documents required by the promoter in this regard:

Provided that, the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. **CONVEYANCE OF THE DESIGNATED APARTMENT:**

The Owner and the Promoter, on receipt of Total Price of the Designated Apartment as per Para 1.2 under the Agreement from the Allottee and other amounts elsewhere herein mentioned shall execute a conveyance deed and convey the title of the Designated Apartment to the Allottee and the common areas to the Association of Allottee(s) within three (3) months from the date of issuance of the completion certificate to the Allottee.

Provided that, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within three (3) months from the date of issue of completion certificate. However the Promoter may require execution of the Sale Deed in favour of the Allottee simultaneously with the delivery of the possession of the Apartment to the Allottee and the Promoter shall not be obliged to deliver possession of the Apartment to the Allottee unless the Allottee executes and/or is ready and willing to execute the conveyance simultaneously with such delivery of possession.

However, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice letter or to pay the total price and other dues to the Promoter, the Allottee(s) authorises the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges and all other dues to the Promoter is paid by the Allottee(s) and the Allottee shall also be deemed to be under condition of default under Clause 7.3 and 9.3 mentioned herein-above.

11. **OWNER'S CONFIRMATION :**

The Owners have been made parties to these presents to confirm the Allottee that the owners shall join in as party to the Deed of Conveyance or transfer that will be executed and registered by the Promoter for sale of the Designated Apartment in favour of the Allottee and the common areas to the Association of Allottee(s) without claiming any consideration or additional consideration from the Allottee. The Owners obligation is limited to transfer of land comprised in the said land, which may either be in favour of the Allottee individually or the Association of the Allottee as may be applicable.

12. **MAINTENANCE OF THE SAID BUILDING/ DESIGNATED APARTMENT/ PROJECT :**

The Promoter shall be responsible to provide and maintain the essential services in the Project, till the taking over of the maintenance of the Project by the Association of Allotees upon the issuance of the completion certificate of the Project. The cost of such maintenance will be borne by the Allottee (to the Promoter) from the date of obtaining completion certificate.

The terms conditions covenants restrictions etc, pertaining the use and enjoyment of the common area and common expenses of the project are contained in House Rules (more-fully described in **SCHEDULE "G & H"**) hereinafter mentioned and all the Allotees of the apartments shall be bound and obliged to comply with the same.

13. **DEFECT LIABILITY :**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the

Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of five years by the Allottee from the date of completion certificate or handing over possession whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

PROVIDED THAT the obligation or liability of the Promoter shall not arise if the defect has arisen owing to act or omission of the Allottee or Association of Allotees and/or any other persons **OR** in case the Allottee, without first notifying the promoter and without giving to the promoter the opportunity to inspect assess and determining the nature of such defect, alter the state and condition of such defect or if the related annual maintenance contracts and other licenses are not validly maintained, 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.

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

The Promoter/Maintenance Agency/Association of Allotees shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/ Association of Allotees and/or Maintenance Agency to enter into the Designated Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15 **USAGE:**

Use of Basement, Podium and service areas: - The Basement, podium and service areas, if any, as located within the project "UTOPIA" 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(s) shall not be permitted to use the services areas, podium and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Allotees formed by the Allotees for rendering maintenance services.

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

- 16.1 Subject to para 13 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building or

the Designated Apartment, or the common areas, staircases, lifts, common passages, corridors, circulation areas, atrium (if any) 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 Designated Apartment, and keep the Designated Apartment, its walls and partitions, sewers, drains, pipes 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 jeopardised.

- 16.2 The Allotee further undertakes, assures and guarantees that he/she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the face façade of the building or anywhere on the exterior of the Project, buildings therein or common areas. The Allotees 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 Allotee shall not store any hazardous or combustible goods in the Designated Apartment or place any heavy material in the common passages or staircase of the building. The Allotee shall also not remove any wall, including the outer and load bearing wall of the Designated Apartment.
- 16.3 The Allotee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Allotees and/or maintenance agency appointed by the Association of Allotees/Maintenance Society. The Allotee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Parties are entering into this Agreement for the allotment of a Designated Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

18 **ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, modified plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act and save to the extent specifically mentioned in this agreement or permitted by any law for the time being in force.

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

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Designated Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for

the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Designated Apartment. Provided however in case if the Allottee desire to obtain any loan, Bank Finance by creating the Designated Apartment solely for the payment of the amount payable herein to the Promoter. It is sole responsible for the Allottee to clear the same and Promoter shall not be liable for the same.

HOWEVER, for obtaining financial assistance and/or loans (for construction) from Banks, Financial Institutions, NBFCs and other lenders, the promoter has already created mortgage and/or charge on the said land and shall be at liberty to create further mortgages and/or charge in respect of the said land or any part thereof, and the Allottee hereby consents to the same **Provided However That** at the time of execution of the deed of conveyance / transfer hereof, the promoter assures to have the designated apartment released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to his making payment for all the amounts payable hereunder and otherwise and complying with his other obligations herein, will be acquiring title to the designated apartment free from all such mortgages and charges created by the Promoter.

20. **APARTMENT OWNERSHIP ACT:**

The Promoter has assured the Allotees that the project in its entirety is in accordance with the provisions of The West Bengal Apartment ownership Act 1972.

21. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in the payment plan within 30 (thirty) days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar or other Registration Authority 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(s) and/or appear before the Sub-Registrar or any other registration authority for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

22. **ENTIRE AGREEMENT:**

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

23. **RIGHT TO AMEND:**

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

24. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTEE/SUBSEQUENT ALLOTEES:**

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

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

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement waive the breach by the Allottee in not making payments as per the payment plan (**SCHEDULE "C"**) mentioned hereinafter including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercises of discretion by the Promoter in the case of one Allottee shall not be construed to be precedent and /or binding on the Promoter to exercise such discretion in the case of other Allotees.

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

26. **SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement (unless the same are capable of having been agreed by the parties or consented to by the Allottee and Promoter) 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 remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

28. **FURTHER ASSURANCES:**

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

29. **PLACE OF EXECUTION:**

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

30. **NOTICES:**

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 with acknowledgement due at the address of the other party mentioned herein-above or hereafter notified in writing.

It shall be the duty of the Allotee 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 Allotee(s), as the case may be.

31. **JOINT ALLOTEES:**

That in case there are Joint Allotees all communications shall be sent by the Promoter to the Allotee whose name appears first and at the address given by

him/her which shall for all intents and purposes to consider as properly served on all the Allotee(s).

32. **SAVINGS:**

Any application, letter, allotment letter, agreement or any other document signed by the Allotee, in respect of the designated apartment, Flat or building, as the case may be, prior to the execution and registration of the agreement for sale for such apartment, Flat or building, as the case may be, shall not be construed to limit the rights and interests of the Allotee under the agreement for sale or under the Act, the rules or the regulations made thereunder.

33. **GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act, rules and regulations made thereunder including other applicable laws of India for the time being in force.

34. **DISPUTE RESOLUTION:**

All or any dispute arising out of 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 discussions, failing which the dispute shall be settled under the provision of the Arbitration and Conciliation Act 1996.

35. The other terms and conditions as per the contractual understanding between the parties have been incorporated in this Schedule hereto.

**THE SCHEDULE - 'A' ABOVE REFERRED TO:
(Designated Apartment and Appurtenances)**

1. **DESIGNATED APARTMENT: All That** the Residential Flat / Apartment bearing **No.** containing carpet area of ' square feet (built up area whereof 'square feet (inclusive of the area of the balcony (ies): verandah(s) being ' square feet), attached terrace area being ' square feet on the side more or less of the floor of the Tower of the building at the said land and delineated in the Floor Plan Annexed hereto and marked as **SCHEDULE "B"**, duly bordered thereon in **"RED"**.
2. **PARKING RIGHTS: TOGETHER WITH** the right to park medium sized motor car park [**Car parking no.**]at such place in the area of the building as delineated in the Master Plan annexed hereto duly bordered thereon in "GREEN" and marked as **SCHEDULE "B-1"**.
3. **OPEN TERRACE: 'SQ.FT.**

4. **SERVANT QUARTER: N.A.**

5. **SAID LAND : ALL THAT** land measuring 10 (ten) Bigha 4 (four) Kottah 3 (three) Chittack 24 (twenty four) Square Feet more or less situated at Mouza Madurdaha being Municipal Premises No. 761 Madurdaha Road, Kolkata-700107 within Ward No. 108 of Kolkata Municipal Corporation and butted and bounded as follows:-

On the North : Jagatipota Mouza Dag No.

On the South : KMC Road.

On the East : Tapaban Housing Society.

On the West : Purbayan Abasan.

(Adjacent to Deeshari Estate)

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

THE SCHEDULE - 'A1' ABOVE REFERRED TO:

Disclosures, Acknowledgments & Necessary Terms:

1. **DEFINITIONS:** Unless, in this agreement, there be something contrary or repugnant to the subject or context:
- a. **"This Agreement"** shall mean the Agreement and Schedules all read together.
 - b. **"Co-owners"** shall mean (a) all the Allotees of Units in the Project excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Owner/Promoter, shall mean the respective Owner and/or Promoter;
 - c. **"Other exigencies"** shall include Acts of Government, Statutory Body etc., strike, riot, mob, air raid, order of injunction or otherwise restraining or suspending development or construction at the said Land or in obtaining connections of the water, drainage, electricity or other connections by the Court of Law, Tribunal or Statutory Body.
 - d. **"Scheduled date"** shall mean the date of completion of the project as per registration with the Authority and include the extension of

registration, if any, granted to the said project by the Authority, as per the Act.

- e. **"Sanctioned Plan"** shall mean the plan sanctioned by the Kolkata Municipal Corporation vide Building Permit No. 2018120116 dated 09/10/2018 and shall include sanctionable additions/alterations made thereto from time to time and as also mentioned in clause 5, Schedule A-1 hereunder by the Promoter. The Allotees are also aware of the fact and consents and admits that owing to construction of additional area/floors as mentioned in Clause 5 of Schedule A-1 the proportionate undivided share of the Allotee in the Common Area and Installations shall be and/or is likely to stand reduced.

It is expressly mentioned that additional floors are proposed to be sanctioned on the presently sanctioned towers for consuming the additional FAR (Floor Area Ratio) on account of "Green building/Metro Corridor/ or any other law" as also mentioned in Clause 5 of Schedule "A-1" hereinafter stated and the Allotee shall not raise or make any objection with regards thereto and the Allotee hereby consents to the same. It is clarified that the foundation of the Towers/Buildings have been planned to take entire load of the additional floors.

- f. **"Maintenance In-Charge"** shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and until then mean the Promoter;
- g. **"Common Purposes"** shall mean the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common to the Co-owners and, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common and shall also include the purposes of managing maintaining and up-keeping the Mechanical Parking System (if installed) at the costs and expenses of the Unit holders taking parking facility at the Mechanical Parking System and until such time as such Allotee or two third majority of them decide to manage, maintain and up-keep the same installation.
- h. Gender: words importing masculine gender shall according to the context mean and construe any other gender and vice versa.
- i. Number: words importing singular number shall according to the context mean and construe the plural number and vice versa.

- 1 All payments shall be made by the Allotee against proper receipts by the Promoter and the Allotee shall not be entitled to claim nor to set up any other evidence regarding the payment.
- 2 **TDS:** If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Allotee on the consideration payable to the Promoter and the same shall be deposited by the Allotee to the concerned authority within the time period stipulated under law and the Allotee 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 Allotee 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 Allotee under this agreement and the amount thereof shall be treated as outstanding.
- 3 The Promoter has been empowered and authorized under the Development Agreement to receive all amounts from the Allotee. The Promoter and the Owner shall apportion their respective entitlements in terms of the Development Agreement or as they may mutually agree and the Allotee shall have no concern therewith. Further the Promoter has also been empowered and authorized under the Development Agreement to receive the entire Extras and Deposits from the Allotee.
- 4 The Project contains open and covered parking spaces as per sanctioned plans ("Car Parking Areas"). In addition, the Project also contain open spaces which are not forming part of the amenities and facilities mentioned in Schedule D and Schedule E and which can be used for parking "Open Parking Areas". For a regulated and disciplined use of these spaces, the Promoter has reserved rights to allot parking rights in these Open Parking Areas exclusively to the Allotees who need the same and apply for the same with preference being given by the Promoter to those Allotees who do not otherwise have parking space in the Project. The Allotee agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the Open Parking Areas to any other Allotee nor to disturb the use of the allotted parking space by the concerned Allotee.
- 5 The Promoter duly explain and Allotee understand and agrees that as per law the extra F.A.R. is permissible apart from areas mentioned in sanction plan and the Allotee hereby grant consent and appoint the promoter as his/her/its authorized attorney to grant and sign all the paper and documents which may be necessary to obtain, modified or renewed Building Sanction Plan with extra available F.A.R. or comply with Green Building or other norms and authorized the promoter to make additional floors/addition or alteration in the Project with change in location of size and place of the Clubs, Lawn, Car Parking Space and amenities provided however, the carpet area of that Designated Apartment allotted to the Allotee will remain unchanged.
- 6 The Allotee acknowledges and confirms that the Promoter shall have the exclusive rights and benefits in respect of all or any additional construction,

addition or alteration that may be available at any time in future at or for the Project Provided that the Promoter shall make any such additional construction upon obtaining approval of plans by Kolkata Municipal Corporation and upon complying with the applicable provisions of the Act and/or Rules.

- 7 Upon construction of the Buildings the Promoter shall finally identify and demarcate portions of the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas.
- 8 The payment of all Other Charges and Deposits shall be made by the Allottee to the Promoter before taking possession of the Designated Apartment and within 30 days of receiving Intimation for possession from the Promoter.
- 9 **Fittings & Fixtures:** Except those provided by the Promoter, all fit outs to be put-up, erected and installed at or inside the Designated Apartment including the interior decoration shall be done and completed by the Allottee at its own costs and expenses. In doing and carrying out the said fit out works, the Allottee shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the municipal, National Building Code and Fire rules and others and with minimum noise and without causing any disturbance or annoyance to the other Co-owners. The Allottee shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the Fit out works. The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in any way damage or destroy the beams and columns on the floor, ceiling and walls of the Designated Apartment.
- 10 The Allottee shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of or in or to the said Building or any part thereof by the Promoter due to any reason whatsoever (including and notwithstanding any temporary obstruction or disturbance in his using and enjoying the Designated Apartment and/or the Common Areas).
- 11 The Allottee admits and acknowledge that the Allottee has been duly made aware of the fact that the banquet halls on the Ground floor level, which forms part of the common areas and installations, cannot under any circumstances be let out or provided or permitted to be used in any manner whatsoever by the Allottees or the Maintenance company or the Maintenance In-Charge to persons who are not the residents of the said premises and the same is and shall be for the use and enjoyment of the Allottees/ residents of the building on subject to the rules regulations and by-laws governing the same from time to time.
- 12 The Allottee shall within 6 (six) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of concerned authorities.

- 13 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, maintenance and other charges, contributions, and/or interest, if any.
- 14 Nothing contained in this Agreement shall affect or prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.
- 15 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.
- 16 The Promoter shall have the right to grant to any person the exclusive right to park motor cars 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 buildings at the said Premises and also the covered spaces in the Buildings (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.
- 17 The Owners/Promoter would convey proportionate undivided indivisible share in the Common Areas in favour of the Allottee and if the laws for the time being in force otherwise requires such sale to be carried out in favour of the Association, then such sale shall be carried out in favour of the Association, to which the Allottee hereby agrees.
- 18 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 and/or the Owners exclusively.

The Promoter may in its absolute discretion shall also be absolutely entitled to enter into any agreement or arrangement with the owners/occupiers of any other property adjoining / contiguous to the said Premises thereby allowing/permitting them, temporarily or permanently, the right of user and enjoyment of the Common Areas Installations and Facilities in the said Premises in lieu/exchange of such owners/occupiers of the such adjoining/contiguous property granting similar right of user and enjoyment to the unit-

owners/occupiers of the said Premises of the Common Areas Installations and Facilities comprised in such adjoining/ contiguous property.

- 19 The ownership and enjoyment of the Designated Apartment by the Allottee shall be Subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules as stipulated in Schedule "G" hereto.
- 20 The Allottee shall have no connection whatsoever with the Allotees / 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 Allotees (either express or implied) and the Allottee shall be responsible to the Promoter for fulfilment of the Allottee's obligations and the Allottee's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby.
- 21 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.
- 22 Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of applicable laws, the Common Areas and Installations are required and to be transferred to the Association etc., then the Promoter and/or the Owner, as per their respective entitlements, shall be entitled to do so and the Allottee shall do all acts deeds and things and sign execute and deliver all papers documents etc., as be required therefor and if any stamp duty, registration fee, Legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the Allotees (including the Allotees herein) proportionately and the Promoter and/or the Owner shall not be liable therefor in any manner and the Allottee and the other Allotees shall keep the Promoter and the Owner fully indemnified with regard thereto.
- 23 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 New Building/s 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.

- 24 In case any mechanical parking system is installed at any place in the said Premises, the same shall be managed maintained and up kept by and at the costs and expenses of the Allotee thereof.
- 25 The Allotee may only after payment of entire dues of this agreement and that too upon taking prior written consent of the Promoter and against payment of the sum 100% hereunder or at which the Designated Apartment is purchased by the nominee, whichever be higher, in advance to the Promoter, get the name of his nominee substituted in his place and stead in the records of the Promoter as the Buyer of the Designated Apartment subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. Any such nomination shall be at the risk and costs of the Allotee 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 Allotee or its nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum mentioned equivalent to @1% mentioned in this clause in respect of the Designated Apartment paid to the Promoter as aforesaid) or Goods and Service Tax arising due to any nomination by the Allotee shall be payable by the Allotee or its transferee but the Owners or the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Owners or the Promoter or to which the Owners or the Promoter are likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Allotee in advance to the Owners and/or the Promoter and the Promoter may not give any consent to any such nomination or transfer without the receipt of such payment. The Allotee shall not, however, be entitled to assign or transfer this agreement for a period of twelve months from the date of execution hereof nor to let out, sell, transfer or part with possession of the Designated Apartment at any time until all the amounts, charges, outgoings and dues payable by the Allotee to the Promoter in respect of the Designated Apartment are fully paid up and a No Dues certificate is obtained by the Allotee from the Promoter. It is clarified that any change in the control or ownership of the Allotee (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.
- 26 **AREA CALCULATION:**
- 26.1 Carpet Area of Designated Apartment:** The carpet area for the Designated Apartment or any other Apartment shall mean the net usable floor area of such Designated Apartment, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the apartment.
- 26.2 Balcony Area:** The net usable area of the exclusive covered balcony/ies (if any) attached to the.

- 26.3 Open Terrace Area:** The net usable area of the exclusive open space attached to the Designated Apartment if granted to the Allotee.
- 26.4 Built-up Area:** The built-up area for the Designated Apartment or any other apartment shall mean the Carpet Area of such Designated apartment and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Designated Apartment /Balcony and any other apartment /Balcony and the area covered by all other external walls, column, pillars of the such Unit/Balcony and also include 50% of the Plinth area of the attached terrace (if any) (including the area under the parapet walls, ducts, pillars, column, etc).
- 26.5 Proportionate Common Area:** The proportionate share of the Common Areas attributable to the Designated Apartment is undivided _____ ' Square feet more or less.
- 26.6 Maintenance Chargeable Area:** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Allotee, the area shall be the sum total of the Built-up Area and Proportionate Common Area which is _____ ' Square feet more or less.
- 27 In case the Allotee, with the prior written consent of the Promoter, obtains any housing loan or finance to pay the consideration envisaged herein, the same shall be subject to the terms and conditions of this agreement and the entire obligation or liability in respect of the same shall be that of the Allotee alone.
- 28 The Promoter shall at all times also be entitled to put or allow anyone to put the name of the Building Complex and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Building Complex by way of neon-sign, hoardings, advertisement, publicity materials, digital boards, signage's, sign boards etc., and on such terms and conditions as the Promoter in its absolute discretion may think fit and proper and to appropriate the same to their own benefit exclusively and all such rights shall be reserved unto the Promoter and the Allotee or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever.
- 29 Unless changed by the Promoter, M/S. Raj Agarwal & Associates shall be the Architect for the Project.
30. The Project shall bear the name "**UTOPIA**" or such other name as be decided by the Promoter from time to time. The name of the Project cannot be changed unless permitted by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission.

THE SCHEDULE "B" ABOVE REFERRED TO:
(Floor Plan of the Apartment)

THE SCHEDULE-"C" ABOVE REFERRED TO:
PART – I
(PAYMENT PLAN)

The consideration payable by the Allottee to the Promoter for sale of the Designated Unit Shall be as follows:-

Consideration money for the Allottee's Designated Apartment with Car park, if and as mentioned in the Schedule-"A" :	Rs. /-
ADD : GST	As per applicable
Total price	Rs. /-

(Rupees only)

Note: GST and discount / Input Credit are based on current rate of GST. In case of any variation therein, the consideration / Total Price amount shall also undergo change.

PART-II
(INSTALLMENTS)

The amount mentioned in **PART-I** of this **FIFTH SCHEDULE** herein-above shall be paid by the Purchaser to the Promoter in cheque drawn in the name of "**Kolkata Heights Private Limited**" as follows:-

SL. NO.	PARTICULARS	AMOUNT (PAYABLE)
1	On Booking	Rs. 5,00,000/-
2	On Agreement (including booking amount)	10%(Rs. /-)
3	15 Days from Agreement	10%(Rs. /-)
4	Piling of the block	10%(Rs. /-)
5	On completion of 1st floor casting	10%(Rs. /-)
6	On completion of 4th floor casting	10%(Rs. /-)
7	On completion of 7th floor casting	10%(Rs. /-)
8	On completion of 10th floor casting	10%(Rs. /-)

9	On completion of 13th floor casting	10%(Rs. /-)
10	Ultimate Roof casting of the block	5%(Rs. /-)
11	On brick-work of the said unit being completed	5%(Rs. /-)
12	On Completion of Flooring of the said flat	5%(Rs. /-)
13	On possession	5%(Rs. /-)
	TOTAL -	Rs. /-

(Rupees

only)

PART -III**Deposits and Other Charges**

1. **DEPOSITS:** The Allotee shall also pay and deposit and keep deposited free of interest the amounts on the following heads: -
 - 1.1 A one time sum calculated @ **Rs. /- (Rupees)** only per Square foot on account of the Maintenance Chargeable Area (elsewhere herein defined) of the said Unit towards rates and taxes in respect of the said Unit, electricity charges, sinking fund, other outgoings etc. free of interest as security deposit for maintenance payable at possession.
 - 1.2 A sum calculated @ **Rs. /- (Rupees)** only per Square foot of the Maintenance Chargeable Area (elsewhere herein defined) of the said Unit as Advance maintenance charges for (one year from possession) along with applicable Goods and Service tax.
2. **OTHER CHARGES:** Apart of the Total Price, the Allotee shall also pay to the Promoter the following amounts:-
 - 2.1 Documentation charges of **Rs. /- (Rupees)** only and also all statutory charges payable there for including the charges of the copywriter for copying of such documents and expenses incidental to registration;
 - 2.2 A sum of **Rs./- (Rupees) only** with GST towards Extra Development Charges (EDC).
 - 2.3 Any additional or increased Fees and expenses, if any, payable to the any Authority towards Sale/Transfer Permission fees and payable to the appropriate authority within the time prescribed by law.
3. Charges levied by the Promoter for any additional or extra work done including demolition or any additional amenity or facility provided or any change,

additions, alternations or variation made in the said Flat including the costs, charges and expenses for revision of the Plans to the extent if relates to such changes, additions, alterations or variation.

THE SCHEDULE "D" ABOVE REFERRED TO

(Common Areas and Installations)

- (a) Land comprised in the said Premises.
- (a) Entrance and exit gates of the said Premises
- (b) Paths passages driveways and ramps in the said Land other than those reserved by the Owners and/or the Promoter for their own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or other vehicles or marked by the Owners and/or the Promoter for exclusive use of any Allotee.
- (c) Tugged up Entrance Lobby in the Ground Floor of the Building.
- (d) For each block two staircases with full and half landings and with stair covers on portions of the ultimate roof.
- (e) Ultimate roof of the Towers with decorations and beautification.
- (f) Residents' Club with well-equipped Gymnasium, Library, Chess court, Table tennis area, Indoor games, Swimming pool, Steam, Barbque, Meditation/Yoga area, Creche.
- (g) For each Block there will be 2 (two) lifts and a Service Lift along with lift shafts and the lobby in front of it on typical floors.
- (h) Electrical installations with main switch and meter and space required therefore in the building.
- (i) Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s for the same.
- (j) Stand-by Diesel generator set of reputed make of sufficient capacity for lighting the lights at the Common Areas, for operation of lifts and water pump and for supply of power in the Designated Apartment to the extent of quantum mentioned herein and/or in the other units during power failure.
- (k) Underground Water reservoir.
- (l) Water pump with motor and with water supply pipes to the overhead water tanks for each Tower and with distribution pipes there from connecting to different units.
- (m) Iron removal plant.

- (n) Water waste and sewerage evacuation pipes from the units to drains and sewer common to the Building and from there to the municipal drain.
- (o) Fire fighting system.
- (p) Fire pump room.
- (q) Security Room for darwan / security guards in the ground floor of the building.
- (r) Driver's waiting area.
- (s) Common toilets in the Ground Floor.
- (t) Requisite arrangement of Intercom / EPABX with connections to each individual Flat / Apartment from the reception in the ground floor.
- (u) CCTV camera to be installed in the entrance lobby at the ground floor and club floor of the buildings.
- (v) Children's play area at the podium level.
- (w) Air-conditioned community hall on the Second floor of the building.
- (x) Garden space at the podium level with Amphitheatre and artificial cricket playing area.
- (y) Boundary walls.

THE SCHEDULE "E" ABOVE REFERRED TO:

(Specifications, Amenities, Facilities Which Are Part Of The Apartment)

(I) FOUNDATION & STRUCTURE:

The Said Building/s' designed and is being built on R.C.C. foundation resting on deep bored concrete piles and Reinforced Concrete structure with necessary brick work and wood work as per the drawings and specifications provided by the architect complying with IS code.

(II) EXTERNAL & INTERNAL WALLS:

The External and the internal walls will be built with a combination of Common clay Bricks/fly ash bricks / Reinforced concrete walls / ACC Block, etc.

(III) DOORS: Wooden door frame with 35mm thick flush shutters having spirit polish teak veneer finished on both faces except for kitchen and toilets doors which will have commercial faced inners painted with matching enamel paint. The shutters will be hung with standard Hinges. Entrance door shall have night latch and a magic eye. Bedroom and kitchen doors shall have mortise lock and doorstopper and the toilet doors will have bathroom latch.

(IV) WINDOWS: Anodised/ powder coated standard section aluminium or UPVC sliding windows with glass inserts and matching fittings.

(V) FLOORING:

- (a) The flooring of the Living & Dinning, Bedrooms will be finished in vitrified tiles.
- (b) Ground Floor lift lobby will be laid with Italian marble with matching skirting's.
- (c) Other common area floored with screed concrete.
- (d) Typical floor lobby finished with quality vitrified tiles.

(VI) TOILETS:

- (a) Designer ceramic tiles on the walls upto door height and Anti-Skid ceramic tiles on the floor.
- (b) Porcelain sanitary wares of Hindustan/Parryware or equivalent brand.
- (c) Concealed piping system for Hot and cold water line.
- (d) Geysers point in all toilets.
- (e) Sleek CP fittings of Jaguar or equivalent make.
- (f) Matching glass mirror, shelf, soap tray and towel rail.

(VII) KITCHEN:

- (a) Granite top cooking platform with one stainless steel sink and drain board.
- (b) Walls of kitchen will be covered with ceramic tiles upto a height of two feet above the counter.
- (c) Water Filter point

(VIII) DECORATION WORK:

Inside walls will be finished with plaster of paris punning and exterior surface of wall will be finished with combination of cement/texturous paint, stones and glazing as per architectural drawings.

(IX) ELECTRICAL WIRING & FITTINGS AND GENERATION POWER:

- (a) Total concealed electrical wiring for all the rooms.
- (b) Air-conditioning plug point in all the bedrooms and Living Room.
- (c) Geyser point in all toilets.
- (d) Stipulated light and plug point in dining/ drawing and bedrooms, as per architectural drawings.
- (e) Electrical call bell at main entrance door.
- (f) Telephone point in living room and all bedrooms.
- (g) Compatible wiring which can be hooked up to a cable television network.
- (h) Video door phone at the entrance of the Flat / Apartment/Unit.

- (i) Through Generator power will be provided in the said Unit during power failure for lighting and other domestic purposes to the extent of 1 (one) watt per Square foot of the built-up area of the said Unit controlled by electric circuit breaker.
- (j)

THE SCHEDULE "F" ABOVE REFERRED TO:
(DEVOLUTION OF TITLE)

Short Description of title of deeds by which the Owners purchased the Premises No. 761, Madurdaha Road, Kolkata-700107, District South 24-Parganas.

Sl. No.	Deed No.	Date	Volume	Vender Name	Area		
					Cottahs	Chittacks	sq. ft.
1	I - 02844 of 2010	24/09/2010	7	1) Smt. Soma Chowdhury	3	0	30
				2) Smt. Ruma Dey			
				3) Smt. Uma Tandon (Chowdhury)			
2	I - 02843 of 2010	25/09/2010	7	1) Nirojananda Sen	3	3	9
3	I - 02842 of 2010	24/09/2010	7	1) Utpal Daptari	3	9	31
4	I - 03067 of 2010	05/10/2010	7	1) Jharna Bakshi	3	8	7
5	I - 03069 of 2010	05/10/2010	7	1) Manikratan Dutta	20	4	20
6	I - 02840 of 2010	24/09/2010	7	1) Arun Kumar Das Bakshi	3	8	7
7	I - 03068 of 2010	05/10/2010	7	1) Purabika Ghosh	3	1	19
8	I - 02783 of 2010	22/09/2010	6	1) Debrup Majumder	3	12	21
9	I - 02780 of 2010	22/09/2010	6	1) Subhas Chandra Halder	3	8	28
10	I - 02781 of 2010	22/09/2010	6	1) Rana Dutta	3	13	5
11	I - 03489 of 2010	01/12/2010	8	1) Anindita Paul	2	14	39
12	I - 03132 of 2010	12/10/2010	7	1) Amitava Chakraborty	4	0	0
				2) Barnasree			

Sl. No.	Deed No.	Date	Volume	Vender Name	Area		
					Cottahs	Chittacks	sq. ft.
				Chakraborty			
13	I - 03127 of 2010	08/10/2010	7	1) Rita Deb	3	13	12
14	I - 03103 of 2010	08/10/2010	7	1) Sukriti Deb	3	8	28
15	I - 03128 of 2010	12/10/2010	7	1) Bharati Mitra	3	6	32
16	I - 03104 of 2010	08/10/2010	7	1) Major Tapan Ghosh	3	8	7
17	I - 02841 of 2010	24/09/2010	7	1) Dipti Sen	4	0	0
18	I - 02782 of 2010	22/09/2010	8	1) JayantaDey	4	0	36
19	I -03129 of 2010	12/10/2010	7	1) Tripti Banerjee	3	7	9
20	I - 03785 of 2010	08/12/2010	8	1) C.E. Testing Company (P) Ltd	5	11	15
				2) Dr.Madhu Sudan Nayak (Director)			
21	I - 03488 of 2010	01/12/2010	8	1) Biswajit Mukherjee alias BiswajitMukhopadhyay	3	8	0
22	I - 03130 of 2010	12/10/2010	7	1) Shukla Dey	3	8	0
23	I - 03131 of 2010	12/10/2010	7	1) Tapati Bhattacharya	4	0	36
24	I - 07100 of 2010	20/09/2010	13	1) ShuktiSubhra Pradhan	3	15	17
25	I - 03105 of 2010	08/10/2010	7	1) Rupa Nandi	3	8	7
26	I - 07101 of 2010	20/09/2010	13	1) Asok Kumar Ray	4	0	0
27	I - 00505 of 2011	27/01/2011	3	1) ShraboniRaha	5	8	30
28	I - 00916 of 2011	28/02/2011	3	1) Kishore Lal Gur	3	0	0
29	I - 00917 of 2011	10/12/2010	3	1) Bithika Dutta	2	12	43
				2) Dolly Dutta			
30	I - 00504 of 2011	05/02/2011	3	1) Purnima Ghosh	3	2	32

Sl. No.	Deed No.	Date	Volume	Vender Name	Area		
					Cottahs	Chittacks	sq. ft.
31	I - 01582 of 2011	23/05/2011	4	1) Pratima Sen	4	4	12
32	I - 02345 of 2011	06-07-2011	5	1) Arjun Kumar Biwas	2	12	10
				2) Kartick Chandra Biswas			
				3) Swapan Kumar Biswas			
33	I - 2882 of 2011	18/08/11	6	1) Anuradha De (Nee Dutta)	2	2	19
34	I - 02886 of 2011	16/08/2011	6	1) Sangjukta Roy (Banerjee)	3	8	7
35	I - 2881 of 2011	18/08/2011	6	1) Pradip Kumar Basu	4	0	36
36	I - 2884 of 2011	18/08/2011	6	1) Suvasree Das	3	14	17
37	I - 2885 of 2011	30/08/2011	6	1) Sankar Kumar Dutta	4	12	18
38	I - 2883 of 2011	29/08/2011	6	1) Lalit Mohan Dutta	4	7	23
				2) Kedarnath Dutta			
				3) Piyali Dutta			
39	I - 3741 of 2011	04/11/2011	8	1) Biswajitroy	6	9	33
40	I - 4087 of 2011	17/12/2011	9	1) Joydip saha	4	3	9
				2) Swapan Kr. Mondal			
41	I - 00050 of 2012	27/12/2011	1	1) Dr.Ratna Mukherjee & oths.	4	0	0
42	I - 00902 of 2012	07/03/2012	2	1) Smt.ManjimaLahiri	2	13	14
43	I - 00903 of 2012	07/03/2012	2	1)Smt.AsidharaLahiri	3	8	31
				2)Smt.BedantikaLahiri			
44	I - 2053 of 2012	24/05/2012	5	1) DipankarDasgupta	3	2	3
45	I - 07436 of 2012	07/08/2012	15	1) Subodh Chandra Ghosh	3	8	28
46	I - 07435 of 2012	07/08/2012	15	1) PrafulTayal	4	9	25
47	I - 09826 of	27/09/2	20	Sanjay Singh	2	4	11

Sl. No.	Deed No.	Date	Volume	Vender Name	Area		
					Cottahs	Chittacks	sq. ft.
	2012	012					
48	I - 09827 of 2012	27/09/2012	20	Prakash Bir Gupta	2	4	11
49	I - 10607 of 2012	26/11/2012	21	Dipika Das	2	0	0
50	I - 10549 of 2012	21/11/2012	21	Arjun Kumar Mondal	2	0	0
51	I - 10550 of 2012	21/11/2012	21	Rina Roy	3	8	7
52	I - 11661 of 2012	21/12/2012	23	Jyotsna Chandra	3	0	0
Total					204	3	24

By a Development Agreement dated 25th May, 2017 made by and between (1) Companion Traders Private Limited, (2) Compass Vinimay Private Limited, (3) Brightex Merchants Private Limited, (4) Citiline Vyapaar Private Limited, (5) Apurva Commotrade Private Limited, (6) Anjani Marketing Private Limited, (7) Ajanta Dealers Private Limited, (8) Kusum Agents Private Limited, (9) Laxmi Tradecon Private Limited, (10) Milestone Distributors Private Limited, (11) Neptune Dealers Private Limited, (12) Nutshell Marketing Private Limited, (13) Oracle Commerce Private Limited, (14) Purbasha Merchants Private Limited, (15) Gentex Commerce Private Limited, (16) Jetage Vinimay Private Limited, (17) Symphony Commodities Private Limited, (18) Solidex Vinimay Private Limited, (19) Frontrade Vinimay Private Limited, (20) Goodwin Sales Agency Private Limited, (21) Goodwill Vinimay Private Limited, (22) Finetrade Sales Agencies Private Limited, (23) Gentex Trading Private Limited, (24) Integral Vinimay Private Limited, (25) Dignity Traders Private Limited, (26) Gainwell Suppliers Private Limited, (27) Ulekh Sales Agency Private Limited, (28) S N Towers Private Limited, (29) Natural Towers Private Limited, (30) Lord Sinha Developers Private Limited, therein jointly referred to as the Owners of the One Part and M/s. Kolkata Heights Private Limited, therein referred to as the Promoter of the Other Part and duly registered in the Office of the Additional Registrar of Assurances I, Kolkata in Book No. I, Volume No. 1901-2017, pages from 117343 to 117424 being No. 190103689 for the year 2017 the Owners duly granted the Promoter the exclusive right to Develop in respect of ALL THAT 10 Bighas 10 Cottahs 14 Chittack 18 Square Feet of Land comprised in R.S. Dag Nos. 455 and 457 at Mouza Madurdaha being premises No. 761 Madurdaha Road, Kolkata - 700107, within Ward No. 108 of Kolkata Municipal Corporation, District 24-Parganas (South), subsequently The Owners and The Promoter modified the said Development Agreement dated 25th May, 2017 whereby they agree to jointly sale all the constructed areas through Promoter and the net sale proceeds will be distributed in a ratio as mentioned in the said Supplementary Agreement.

The Owners have delegated the power to the Promoter which are duly executed and registered on 11th October, 2017 before Additional Registrar of Assurance III, Kolkata in Book No. IV, Volume No. 1903-2017, Page 14615 to 146192, Being No. 190305696 for the year 2017.

THE SCHEDULE "G" ABOVE REFERRED TO:
(HOUSE RULES)

The Allotee binds himself and covenants to abide by the following rules, regulations and restrictions:

1. To use the Designated Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Designated Apartment or any activity which may cause nuisance or annoyance to the Co-owners.
2. That unless the right of parking is expressly granted and mentioned in Clause 2 of the Schedule A herein-above written ("Parking Facility"), the Allotee shall not park any motor car, tow wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever.
3. In case the Allotee has applied for and granted parking space, the facility of such parking shall be subject to the following conditions:-
 - i) The Allotee shall pay the Parking Facility Maintenance Charges punctually and without any delay default.
 - ii) The Allotee shall not park any motor car, two wheeler or any other vehicle at any other place in the said Project (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever;
 - iii) The Allotee shall use the Parking Facility, only for the purposes of parking of his medium sized motor car that could comfortably fit in the allotted parking spaces and/or two wheeler as the case may be.
 - iv) No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep or servants, drivers or any person whosoever.
 - v) The Allotee shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.

- vi) The Allottee shall not grant transfer let out or part with the Parking Facility independent of the Designated Apartment nor vice versa, with the only exception being that the Allottee may transfer the Parking Facility independent of the other to any other Co-owner of the Project and none else.
 - vii) The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this agreement shall all be covenants running with the Parking Facility.
 - viii) Any use of the Mechanical Parking System by the Allottee Co-owners shall be subject to force majeure and interruptions, inconveniences and mechanical faults associated with its use and further that the Promoter and the Maintenance-in-Charge shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System.
4. In case the facilities pertaining to Play Area, gym and Plunge pool as if available and provided the Allottee binds himself and agrees as follows : -
- i) The said facilities may be used by the Allottee and its family members residing at the Designated Apartment in common with other persons who may be permitted by the Maintenance-in-Charge. In case any visitor or guest of the Allottee desires to avail such facilities, the Allottee shall obtain a written consent from the Maintenance In-Charge who shall be at liberty to refuse the same or to levy such charges and/or conditions in respect of the same as the Maintenance In-charge may deem fit and proper.
 - ii) The Allottee shall comply with all rules and regulations as framed by the Maintenance In-Charge for proper management and use thereof. It is expressly agreed and clarified that the use of the said facilities shall be done by the Allottee using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure and appoint agencies specializing in the relevant tasks. The Allottee shall not hold the Promoter liable in any manner for any accident or damage while enjoying any such facilities by the Allottee or his family members or any other person. In particular and without prejudice to the generality of the foregoing provisions, the Allottee shall also be liable to pay the separate additional charges as prescribed by the Promoter or the Maintenance In-Charge from time to time for use of the Community Hall for hosting his private functions or ceremonies, if permitted by the Promoter or the Maintenance In-Charge in writing and the Promoter or the Maintenance In-Charge shall be at liberty to refuse the same without assigning any reason thereof.

5. The use of the Common Areas including but not limited to the recreation Facility shall be done by the Allottee using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas (including the Club Facility) and appoint agencies for maintenance of the same. The Allottee shall not hold the Owners or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas including any recreation other Facilities by the Allottee or his family members or any other persons. In doing and carrying out the said fit out works, the Allottee shall be obliged to adhere to the following :
6. Not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
7. Not to claim any access or user of any other portion of the Project except the Said Building and the Common Areas mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
8. Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated Apartment **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Allottee to put a decent nameplate outside the main gate of his Apartment. It is hereby expressly made clear that in no event the Allottee shall open out any additional window or any other apparatus protruding outside the exterior of the Designated Apartment save that the Allottee shall have the right install window/split air-conditioners at the place/s provided therefor in the said Apartment.
9. To apply for and obtain at his own costs separate assessment and mutation of the Designated Apartment in the records of appropriate authority within 06 (six) months from the date of possession.
10. Not to partition or sub-divide the Designated Apartment nor to commit or permit to be committed any form of alteration or changes in the Designated Apartment or in the beams, columns, pillars of the Said Buildings passing through the Designated Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Said Building or any part thereof.
11. Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas and also not to alter or permit any alteration in the

elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the flat which in the opinion of the Promoter or the Association differs from the colour scheme of the buildings or deviation of which in the opinion of the Promoter or the Association may affect the elevation in respect of the exterior walls of the buildings.

12. In case any Open Terrace be attached to any Designated Apartment then the same shall be a right appurtenant to such Designated apartment and the right of use and enjoyment thereof shall always travel with such Designated Apartment and the following rules terms conditions and covenants shall be applicable on the Allotee thereof in relation thereto.
 - i) The Allotee thereof shall not be entitled to sell convey transfer or assign such Open Terrace independently (i.e. independent of the Designated Apartment owned by such Allotee in the said buildings).
 - ii) The Allotee thereof shall not make construction of any nature whatsoever (be it temporary or permanent) on such Open Terrace nor cover the same in any manner, including Shamianas etc.
 - iii) The Allotee thereof shall not install a tower or antenna of a mobile phone company or display hoardings or placards.
 - iv) Not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.
13. Not to use the ultimate roof of the Buildings or the Common Areas for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Co-owners.
14. Not to install or keep or operate any generator in the Designated Apartment or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Designated Apartment is situate or in any other common areas of the Said Building or the said Land save the battery operated inverter inside the said Apartment.
15. Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.
16. To keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Designated Apartment in the Buildings in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Buildings 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 particulars and without prejudice to the generality to the foregoing, the Co-owners 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.

17. Not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his Agents to sleep or squat in the common passage/lobby/terrace/ corridors/loft room/garden etc.
18. No bird or animal shall be kept or harbored in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
19. To allow the Maintenance In-Charge and its authorized representatives with or without workmen to enter into and upon the Designated Apartment at all reasonable times for construction and completion of the Said Buildings and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Designated Apartment within seven days of giving of a notice in writing by the Maintenance In-Charge to the Allottee thereabout.
20. To use the Common Areas only to the extent required for ingress to and egress from the Designated Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Owner and the Promoter and all other persons entitled thereto.
21. To install fire fighting and sensing system gadgets and equipments as required under law and shall keep the Designated Apartment free from all hazards relating to fire.
22. To keep the Designated Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and conditions so as to support shelter and protect the other units/parts of the Said Buildings and not to do or cause to be done anything in or around the Designated Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Said Apartment.
23. 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 Building or may cause any increase in the premia payable in respect thereof.

24. Not to commit or permit to be committed any alteration or changes in, or draw from outside the Said Building, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Apartment and any other Unit in or portion of the Project.
25. To co-operate with the Maintenance In-Charge in the management maintenance control and administration of the Project and the said Land and other Common Purposes.
26. Keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waster therein or in the Common Areas and the said Land.
27. To maintain at his own costs, the Designated Apartment and the Balcony, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Kolkata Municipal Corporation, CESC Limited, Fire Service Authorities, Pollution Control Authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Apartment as well as the user operation and maintenance of lifts, generators tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
28. Not to alter the outer elevation or façade or color scheme of the Said Buildings (including grills, verandahs, lounges, external doors and windows etc.,) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid nor decorate nor affix any neon-sign, sign board or other things on the exterior of the Said Building 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.
29. Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects. It may be installed by promoter at the cost of the purchaser.
30. 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.
31. Not to make construction of any nature whatsoever (be it temporary or permanent) in or about the balcony/terraces etc., nor cover the same in any manner, including Shamianas etc.

32. Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna, on any space not demarcated by the promoter.
33. Not to use the Designated Apartment or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners.
34. To allow and permit the Promoter the following rights and authorities : -
 - i) The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the Owners, suppliers and providers of facilities including but not limited to setting upon telecom, data transmission, television, internet, transformer, compactor and any other facility primarily for the use of the Co-owners (but with possibility of outsiders being also provided services there from by the Owners/suppliers/service provider) against applicable charges and terms and conditions there for. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any other part of the Project. If any consideration, rent, hiring, charges etc., is receivable from any such Owners/ suppliers/providers then any surplus arising upon excluding all costs, charges, and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tanto subsidize meet the Common Expenses to that extent.
35. The Allottee binds himself and covenants to bear and pay and discharge the following expenses and outgoings : -
 - i) Property tax and/or Municipal rates and taxes and water tax, (if any), assessed on or in respect of the Designated Apartment and Appurtenances directly to the Kolkata Municipal Corporation and any other appropriate authority Provided That so long as the Designated Apartment is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Maintenance In-Charge the proportionate share of all such rates and taxes assessed on the said Land.
 - ii) All other taxes land revenues, impositions levies cess and outgoings, betterment fees development charges and/or levies under any stature rules and regulations whether existing or as may be imposed or levied at

any time in future on or in respect of the Designated Apartment or the Appurtenances or the Building or the said Land and whether demanded from or payable by the Allottee or the Maintenance In-Charge and the same shall be paid by the Allottee wholly in case the same relates to the Designated Apartment and/or the Appurtenances and proportionately in case the same relates to the Building or the said Land or any part thereof.

- iii) Electricity charges for electricity consumed in or relating to the Designated Apartment and the Appurtenances (including any applicable minimum charges and proportionate share of transmission loss) and until a separate electric meters are obtained by the Co-owners 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 Co-owners 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 the concerned service provider.
- iv) Charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the Designated Apartment and the Appurtenances against demands made by the concerned authorities and/or the Maintenance In-Charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Apartment and/or the Appurtenances, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-Charge or the appropriate authorities as the case may be.
- v) Proportionate share of all Common Expenses to the Maintenance In-Charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-Charge, recurring monthly maintenance charges calculated @ Rs.3/- (Rupees three) only per Square foot per month of the Maintenance Chargeable Area (as mentioned in Clause 26.6 of **Schedule "A-1"** mentioned hereinabove) of the Designated Apartment and balcony/verandah/ open terrace. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-Charge at its sole and absolute discretion after taking into consideration the common services provided.
- vi) Proportionate share of the operation, fuel and maintenance cost of the generator, charges for enjoying and/or availing power equivalent to 1 (one) watt per Square Feet of built-up area of the respective units from the common Generator installed/to be installed and the same shall be payable to the Maintenance In-Charge at such rate as may prescribed from time to time (which is intended to take into account both fixed and

variable costs, including diesel, consumables, and other stores, AMCs etc.); 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 Co-owners, proportionately to the Promoter the appropriate authorities as the case may be.

- vii) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
- 35.1 All payments to be made by the Allottee shall, in case the same be monthly payments, be made to the Maintenance In-Charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-Charge leaving its bill for the same at the above address of the Allottee or in the letter box earmarked for the Designated Apartment Provided That any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof and the Allottee shall bear and pay the same accordingly and without any delay, demur or default.
 - 35.2 The liability of the Allottee to pay the aforesaid outgoings and impositions shall accrue with effect from the expiry of notice period of the intimation given to the Allottee to take possession.
 - 35.3 In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Allottee under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance In-Charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-Charge, shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Allottee and his employees customers agents tenants or licensees and/or the Said Apartment.
 - 35.4 The Allottee shall be and remain responsible for and to indemnify the Owners, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the Buildings at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Owners and/or the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.

- 35.5 The amount mentioned in clause 35(v) above does not include any payment or contribution towards the major repair, replacement, reinstatement etc., of the Common Areas and Installations and the Allottee shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance In-Charge from time to time. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is above 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 nonpayment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Allottee.

THE SCHEDULE "H" ABOVE REFERRED TO
("Common Expenses"):

1. **MAINTENANCE** : All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, lighting etc. of the main structure including the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas of the Project, lifts, generators, intercom, CCTV, water pump with motors, the Parking Spaces and all adjoining side spaces and all related, gutters and water pipes for all purposes, equipments and accessories, machinery, tools and tackles, Club related equipment's etc., drains and electric cables and wires in under or upon the Said Building and/or the Project and/or the Club and related facilities and/or enjoyed or used by Allottee in common with other occupiers or serving more than one Unit/flat and other saleable space in the Building and at the Premises, main entrance, landings and staircase of the Building enjoyed or used by the Allottee in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the Common Areas, the main entrance, passages, driveways, landings, staircases and other part of the Said Building and/or the Project so enjoyed or used by the Allottee in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

2. **OPERATIONAL** : All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas & Installations of the Premises, including lifts, generator, changeover switches, fire-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 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.

4. **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.

5. **ASSOCIATION** : Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-Charge looking after the common purposes, until handing over the same to the Association.
6. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the building and/or the premises (save those assessed separately in respect of any unit).
6. **AMC & INSURANCE** : Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Project (except individual units) and/or any Common Areas and also the Parking Spaces or any part thereof against normal degeneration or damages and/or force majeure events including earthquake, damages, fire, lighting, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **PARKING SPACES** : All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair, replacement, renovation, overhaul, in respect of the Parking Spaces and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.
10. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Owner, the Promoter, the Association for the common purposes.
11. **ELECTRICITY:** All charges for the electricity consumed for the operation of the common areas, machineries and installations.

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

SIGNED SEALED AND DELIVERED by
the above named **ALLOTEE** at Kolkata in
the presence of:

SIGNED SEALED AND DELIVERED by
the above named **DEVELOPER** at Kolkata in
the presence of:

SIGNED SEALED AND DELIVERED by
the above named **OWNER** at Kolkata in
the presence of:

@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@
DATED THIS DAY OF 20
@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@

BETWEEN

KOLKATA HEIGHTS PRIVATE LIMITED
... PROMOTER

AND

COMPANION TRADERS PRIVATE LIMITED & ORS.
.... OWNERS

AND

MR.

... ALLOTEE

AGREEMENT

(Designated Apartment No on the
side of the Floor of the Tower of
the building "UTOPIA")

AWANI KUMAR ROY
Advocate
10, Kiran Shankar Roy Road
Kolkata - 700 001.