

## AGREEMENT FOR ASSIGNMENT

This Agreement for Assignment (Agreement) executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2019

By and Between

SOUTH CITY PROJECTS (KOLKATA) LIMITED (CIN:U21019WB1995 PLC071252) (PAN:AAACD8933A) a company within the meaning of the Companies Act 1956 having its registered office situated at 375, Prince Anwar Shah road, Post Office-Jodhpur Park, Police Station – Jadavpur, Kolkata-700068, represented by its authorized signatory Mr. \_\_\_\_\_ (PAN: \_\_\_\_\_) son of Mr. \_\_\_\_\_, by occupation \_\_\_\_\_, faith \_\_\_\_\_, Citizen of India, working for gain at 375, Prince Anwar Shah road, Post Office-Jodhpur Park, Police Station – Jadavpur, Kolkata-700068, authorized vide Board resolution dated \_\_\_\_\_ hereinafter referred to as the "Promoter/Assignor" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

AND

Mr./Ms. \_\_\_\_\_ (PAN \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, hereinafter called the "Allottee" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "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 Ben. Act XLI of 2017);
- b) "Rules" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- c) "Regulations" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;

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d) "Section" means a section of the Act.

WHEREAS:

- A. The Promoter is Lessee in respect of a Plot of Land measuring 2.5 acres be a little more or less, situated within Sector – K, comprised in Dag No. 520, 523, 581, 582 & 591 at Mouza – Nonadanga, J.L. No. 10 being KMDA Plot No. IND-6 and Municipal Premises No. 770, Anandapur, P.S. Anandapur, Kolkata – 700 107 Assignor("SaidLand")more fully and particularly mentioned in the Schedule A, having obtained such Leasehold right by virtue of the Indenture of Lease registered as documents being No. 190100848 for the year 2019 at the office of the Registrar of Assurances-I, Kolkata (Principal Lease), by Kolkata Metropolitan Development Authority (KMDA) unto and in favour of the Promoter for a period of 99 years commencing from 18th May 2007 with an option of renewal as per terms and conditions mentioned in the said Principal Lease:
- B. The Said Land is earmarked for the purpose of building a commercial project comprising multistoried Office Buildings and car parking spaces, other constructed areas in two phases and the said project shall be known as "South City Businesspark"("Project").
- C. 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 the Phase – I of the Project has been completed and completion certificate has also been obtained on 9.8.2019;
- D. (Not applicable in our case;)
- E. (Not applicable in our case;)
- F. The Promoter has registered the Phase 1 of the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at on under \_\_\_\_\_ registration no.
- G The Allottee had applied for an Office Unit in the Project vide application no. \_\_\_\_ dated \_\_\_\_\_ and has been allotted Office Unit being no. having carpet area of \_\_\_\_ square feet and corresponding built-up area is \_\_\_\_\_, type, on floor in the new building along with right to park car in covered / open parking no. admeasuring135 square feet with the right to use the common areas ("Common Areas") as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the "Said Unit" more particularly described in **Schedule-B** and the floor plan or the "Said Unit" is annexed hereto and marked as Annexure);

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- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein:
- I. The promoter has unutilized FAR as per building rules and in future to develop further Phase - 2 on the said Land and reserve the right to share common infrastructure i.e. driveway, Parking and other amenities with such future phase in terms of Rule 10 under the said wb-Hira act, consent and No Objections of allottee for sanctions of plan and construction of additional block and use of all common areas and infrastructure in the complex and in the said premises in future is recorded hereby.
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Unit as specified in para G.

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

1 TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to Assign to the Allottee and the Allottee hereby agrees to acquire/purchase, the said Unit as specified in para G.
- 1.2 The Total Price for the Said Unit based on the carpet area is Rs. \_\_\_\_ (Rupees ..... ) only ("Total Price") detail whereof would appear in **Schedule-C**.

Explanation:

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- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Said Unit];
- (ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Said Unit to the Allottee and the project to the association of Allottees 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, the subsequent amount payable by the Allottee 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 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;

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of the Said Unit includes recovery of cost of Lease hold interest of the land, construction of not only the Said Unit but also the Common Areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the entry point / door of the Said Unit, lift, water line and plumbing, finishing with screed concrete flooring, tiles in toilets, doors, windows, fire detection and firefighting equipment in the common areas.

1.3. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be

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

- 1.4. The Allottee(s) shall make the payment as per the payment plan set out in **Schedule-C** ("Payment Plan").
- 1.5. (Not applicable in our case).
- 1.6. (Not applicable in our case).
- 1.7. (Not applicable in our case).
- 1.8. Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Said Unit as mentioned below:
  - (i) The Allottee shall have exclusive Lease hold right of the Said Unit for the residuary period of the Principal Lease and the subsequent option of renewal;
  - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share of interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, (both for the Phase -1 and Phase - 2), maintenance staff etc., without causing any inconvenience or hindrance to them subject to timely payment of Common Area Maintenance Charges, It is clarified that the promoter shall hand over the common areas to the association of Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
  - (iii) That the computation of the price of the said Unit includes recovery of cost of Lease hold interest of the land, construction of said Unit the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the office unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the said Unit and the Project
  - (iv) (Not applicable in our case.)

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- 1.9. It is made clear by the Promoter and the Allottee agrees that the Office Unit along with garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering part of 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 for use and enjoyment of the Allottees of all phases of the Project.
- 1.10. The Promoter agrees to pay all outgoings before transferring the physical possession of the said unit to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the said unit to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.11. The Allottee has paid a sum of Rs. \_\_\_/- (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the said Unit at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the said Unit as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

## **2. MODE OF PAYMENT:**

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

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

- 3.1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this, Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2. The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws, The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

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

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Authority and towards handing over the Said Unit to the Allottee and the common areas to the association of Allottees or the competent authority, subject to the same being formed.

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

The Allottee has seen the layout plan, specifications, amenities and facilities of the Said Unit and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter has developed the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities and also obtained completion certificate in respect of phase 1.

Provided however, the Promoter would be entitled to construct the Phase - 2 by using the unutilized FAR, to which the Assignee has consented. The Allottees of Phase 2 will also have right in common areas and facilities.

**7. POSSESSION OF THE OFFICE UNIT:**

7.1. Schedule for possession of the said Unit - Ready for possession.

7.2. Procedure for taking possession - The Promoter, in view of having already obtained the completion certificate, is ready to offer possession of the Said Unit to the Allottee. Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the promoter within 3 months from the date of handing over possession of the said Unit. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/or its appointed Facility Management Company/ association of Allottees, as the case may be after the issuance of the completion certificate for the project. The Allottee prior to taking possession of its Said Unit, shall enter into facility management agreement with the Promoter / Facility Management Company for the purpose of providing Common Area Maintenance and providing all amenities and services to the Allottees of the Project. The Assignor shall hand over the occupancy certificate of the Office, to the Assignee at the time of conveyance of the same.

7.3. Failure of Allottee to take Possession of the said Unit- Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Said Unit from the Promoter by executing

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necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Said Unit to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2 such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

- 7.4 Possession by the Allottee - After obtaining the occupancy certificate and handing over physical possession of the Said Unit to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee upon its formation or the competent authority, as the case may be, as per the local laws;

Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, within thirty days after formation and registration of the association of Assignees],

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

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

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

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

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compensation in the manner as provided under the Act within forty-five days of it becoming due;

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

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

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project save and except mortgage created in favour of Axis Finance Limited for availing credit facility;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Said Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Said Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Said Unit and common area still the date of handing over of the project to the association of allottees;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land including

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the Project and the Said Unit which will, in any manner, affect the rights of Allottee under this Agreement;

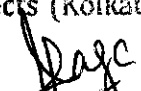
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from Assigning the said Unit to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the deed of Assignment the Assignor shall handover lawful, vacant, peaceful, physical possession of the Said Unit to the Allottee and the common areas to the association of Allottees once the same being formed and registered;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Assignor has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued irrespective of possession of Said Unit, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of Allottees or not;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the 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) Promoter fails to provide ready to move in possession of the the Said Unit to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the Said Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities

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and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, 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 Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the office unit, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice;

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

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

- (i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Assignee under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Said Unit in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking

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amount and the interest liabilities and this Agreement shall thereupon stand terminated;

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

**10. CONVEYANCE OF THE SAID UNIT:**

The Promoter, on receipt of Total Price of the Said Unit as per para 1.2 under the Agreement from the Allottee, shall execute a deed of assignment drafted by the Promoter's Advocate and convey the title of the Said Unit together with right to use Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee:

However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

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

The Assignor shall be responsible to provide and maintain essential services in the Project either by itself or through its appointed facility management Company till the taking over of the maintenance of the project by the association of Allottees upon the issuance of the completion certificate of the project. During the period on which Promoter shall provide maintenance, the Allottee/Assignee to pay the charges therefor together with Supervision charges @15%.

**12. DEFECT LIABILITY:**

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

**13. RIGHT TO ENTER THE SAID UNIT FOR REPAIRS:**

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

**14. USAGE:**

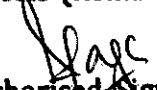
Use of Service Areas: The Service areas, if any, as located within the "South City Businesspark", shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks. Pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services. It being clarified that other areas, such as, lobbies, terrace etc may be utilized by the Promoter for installation of Kiosk, café, mobile tower, data service room etc. and rent, issues and profits arising therefrom shall belong to the Promoter, to which the Allottee has consented. The Allottees of Phase 2 will also have right to use common areas and facilities in the same manner as of the Allottees of Phase 1.

**15. COMPLIANCE WITH RESPECT TO THE SAID UNIT:**

15.1. Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Said Unit at his/her/its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Unit and keep the Said Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2. The Allottee further undertakes, assures and guarantees that he/she/it would not put any sign-board / name-plate, neon light,

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publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Said Unit or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Said Unit.

- 15.3. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

**17. ADDITIONAL CONSTRUCTIONS:**

The Allottee undertakes that it has given its consent for reservation of the right by Promoter to make alteration or additions or to put up additional building (Phase 2) in the place earmarked in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act. No further consent of Allottee in this regard shall be required for same by Promoter.

**18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

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

**19. OFFICE UNIT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**  
(Not applicable to our case)

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**20. BINDING EFFECT:**

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

**21. ENTIRE AGREEMENT:**

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

**22. RIGHT TO AMEND:**

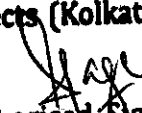
This Agreement may only be amended through written consent of the Parties.

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

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

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

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

24.2. 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.

25. **SEVERABILITY:**

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Said Unit bears to the total carpet area of all the Units in the Project including the Units which would come up in Phase - 2.

27. **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.

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**28. PLACE OF EXECUTION:**

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

**29. NOTICES:**

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

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

**30. JOINT ALLOTTEES:**

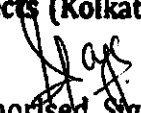
That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her/it which shall for all intents and purposes to consider as properly served on all the Allottees.

**31. SAVINGS:**

Any application letter, allotment Letter, agreement, or any other document signed by the Allottee in respect of the office unit, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such office unit, plot or building, as the case may be, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

**32. GOVERNING LAW:**

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

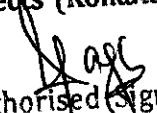
**33. DISPUTE RESOLUTION:**

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

**34. MISCELLANEOUS:**

- 34.1 The Allottee prior to execution of the Deed of Assignment nominates its Said Unit unto and in favor of any other person or persons in his/her/their place and stead, the allottee may do so with the permission of the subject to payment of administrative charges @2% (two per cent) of the total price to the Promoter.
- 34.2 The Allottee agrees and understands that all the standard fitting, interiors, furniture and fixtures and dimension provided in the show/model residential Unit exhibited at the site only provides a representative idea and the actual Office Unit agreed to be constructed will be as per specifications mentioned in Schedule-D and the same may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model unit and the Allottee shall not be entitled to raise any claim for such variation. The dimensions shown on the plan and mentioned here are architectural dimensions without considering the plaster, POP and flooring. The dimension may reduce by 5 cm for plaster, flooring and other finishes. The allotted shall not be entitled to any compensation or reduction in price due to such variations.
- 34.3 In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/ financial institution, SUBJECT HOWEVER the Promoter being assured of all amounts being receivable for Assignment and transfer of the Said Unit and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which

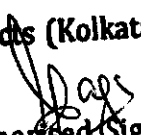
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may be obtained by the Allottee from such bank/ Financial Institution.

- 34.4 In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the Schedule.
- 34.5 As mentioned above the Promoter shall extend the Project in said land in future wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewerage, underground reservoir, pumps, and other amenities shall all be part of a common integrated development and some amenities and facilities may for the sake of convenience be relocated on such extended area. and the Allottee shall not have any objection to it and further, the Allottee(s) hereby give consent to the Promoter that the Promoter shall have full right, title, interest to use and utilize the additional FAR in respect of the land which may be made available even after the Deed Assignment of the Said Unit has been executed and the Allottee(s) or any member of the Association shall not raise any objection of whatsoever nature for the same.
- 34.6 The right of the Allottee shall remain restricted to his/her/their respective Office unit and the properties appurtenant thereto and the Allottee shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Office unit or space and/or any other portions of the Project.
- 34.7 The Promoter being the applicant for approval of Building Plan and other concerned permission from the KMC as well as other authorities shall always be entitled to make necessary application as and when required for sanction of revised plan including addition, alteration to the said project (Phase 2) and shall sign necessary applications, plans and documents in this regard. The Allottee hereby grants his consent for the same and even after the registration of the Sale Deed of the unit of the Allottee, the promoter shall be entitled to sign and submit the plans to authorities concerned and proceed with approval of revised sanction or for any addition, alteration in the project, save and except the unit allotted to the Allottee.
- 34.8 The cost of maintenance for normal working hours (Monday to Friday between 9.00 AM to 9.00 PM and Saturday between 9.00 AM to 6.00

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PM, Sundays and State and National holidays are excepted) will be paid/borne by the Allottee after 3 (three) months from the date of obtaining completion certificate till handover of maintenance of the project to the association of Allottees and thereafter to the association of Allottees. The Allottee shall before taking possession of the Said Unit pay the following :

- a. 6 Months Common Area Maintenance and Property Tax deposit @ Rs. .... per sq. ft. on the built-up area.
- c. Sinking Fund Deposit @Rs...../- per sq. ft. on the built-up area.
- d. Electricity Deposit @Rs...../- per KVA (to be calculated 120 sq. ft built - up area equivalent to one KVA).
- e. Common Area Maintenance Expenses shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Assignees and all other expenses for the common purposes to be contributed borne paid and shared by the Assignees of the said Project including those mentioned hereunder. Assignor for providing the maintenance services of the project will be entitled to the administrative charges of 15% of maintenance expenses/charge.

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

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any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Unit and in the workmanship executed.


34.10 That Allottee shall not have and/or claim any right of whatsoever nature over the ultimate roof of the Lift Machine Room / Overhead Tank/Stair Head Room of the newly constructed buildings in the said project "South City Businesspark" and the Promoter shall have exclusive right over the same to install Hoardings/Neon Sign, Bill Boards / Advertisements etc. on the same or on the facade or terrace of the building or a portion of the boundary wall and shall be entitled to all the revenue out of the same, however, Promoter shall only be liable for the payment of all the necessary electricity, any or all statutory charges, taxes, levies and outgoings, as may be imposed by the authority/ authorities for the same.

34.11 That the Allottee aware Promoter reserves the right to convert the open to sky car parking spaces to Multi level Mechanical Car Parking Spaces (MLCP).

34.12 That on and from the date of possession of the said unit, the Allottee shall:

- a. Co-operate in the management and maintenance of the said project "South City Businesspark".
- b. Observe, comply and abide by the rules framed from time to time by the Promoter and subsequently by the Association, after the same is formed, for the beneficial common use and enjoyment of the common areas, amenities and facilities provided in the said project.
- c. Pay and bear the proportionate share of the expenses to be incurred in common to the Promoter, until formation of the Association including the GST.
- d. The Allottee shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee shall be liable to pay interest @2% per mensem on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities

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provided in the said project and the Promoter Facility Management Company/Association as the case may be, shall be entitled to take the following measures and the Allottee hereby consents to the same:

- i) to discontinue the supply of electricity to the "Said Unit".
  - ii) to disconnect the water supply
  - iii) not to allow the usage of lifts, either by Allottee, his/her/their family members, domestic help and visitors.
  - iv) to discontinue the facility of DG Power back-up
  - v) to discontinue the usage of all amenities and facilities provided in the said project "South City Businesspark" to the Allottee and his/her/their family members/guests.
- e. The above said discontinuation of some services and facilities shall not be restored until such time the Allottee have made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter/Association to realize the due amount from the Allottee.
- f. Use the said Unit for Business purpose only.
- g. Use all path, passages, and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by Promoter or the Association, upon formation, in writing.
- h. Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof.
- i. Not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the New Building and/or the adjoining building/s.
- j. Not to place or cause to be placed any article or object in the common area.
- k. Not to injure, harm or damage the Common Area or any other Units in the New Building by making any alterations or withdrawing any support or otherwise.

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- l. Not to park any vehicle 2/4 wheeler, in the said project, unless the facility to park the same is obtained and/or acquired by Allottee.
- m. Not to make any addition, alteration in the structure of the building, internally within the said unit or externally within the project, and shall not change the location and/or design of the window and balcony grills (provided by the Promoter) and also shall not change the colour of the balcony/verandah, which is part of the outside colour scheme of the building / elevation, duly approved and finalized by the architect of the project.
- n. Not to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other Allottees and/or occupiers of the said project.
- o. Not to keep in the said unit any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said unit and/or any other unit in the said project.
- p. Not to use the said Unit or permit the same to be used for any purpose whatsoever other than business purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Allottees and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Residence, Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutcha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.
- q. Not to use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- r. Not to let out or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said unit to anyone else, or excepting to a person who owns a Office unit in the building and the Allottee will give an undertaking and sign a

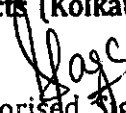
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- m. Not to make any addition, alteration in the structure of the building, internally within the said unit or externally within the project, and shall not change the location and/or design of the window and balcony grills (provided by the Promoter) and also shall not change the colour of the balcony/verandah, which is part of the outside colour scheme of the building / elevation, duly approved and finalized by the architect of the project.
- n. Not to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other Allottees and/or occupiers of the said project.
- o. Not to keep in the said unit any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said unit and/or any other unit in the said project.
- p. Not to use the said Unit or permit the same to be used for any purpose whatsoever other than business purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Allottes and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Residence, Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutcha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.
- q. Not to use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- r. Not to let out or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said unit to anyone else, or excepting to a person who owns a Office unit in the building and the Allottee will give an undertaking and sign a

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document of adherence that the Car Parking space will be used only for the parking of cars.

- s. Not to encumber the said Unit in any manner, except for raising the property loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of deed of Assignment for the said Unit in favour of the Allottee.
- t. To strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Promoter and/or the Association with regard to the usage and timings fixed, in respect of facilities and amenities provided in the project.
- u. To ensure that all interior work of furniture, fixtures and furnishing of the said Unit, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Allottees / occupier of the Project.
- w. Not to cause any obstruction of the common parts and areas including by creating a sitting area for darwan/security personnel outside the unit.

34.13 The additional terms and conditions mention under this clause are as agreed between the Promoter and the Allottees of the project, the same are not in derogation of or inconsistent with the terms and conditions set out above (clause No. 1 to 33) or the HIRA Act and the Rules and Regulation made thereunder.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature:

Name:

Address:

Please affix  
Photographs  
and Sign  
across the  
photograph

(2) Signature:

Name:

Address:

Please affix  
Photographs  
and Sign  
across the  
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter

Signature:

Name:

Address:

Please affix  
Photographs  
and Sign  
across the  
photograph

At

on

in the presence of:

South City Projects (Kolkata) Ltd.

  
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**SCHEDULE 'A'**

**(SAID LAND)**

**ALL THAT** piece and parcel of land measuring more or less 2.5 acres be the same a little more or less comprised in part of R.S. Dag No. 520(P)(0.125Acre), 523(P) (0.175 Acre), 524(P) (0.005 Acre), 525(P) (0.008 Acre), 581(P) (0.94 Acre), 582(P) (0.475 Acre) and 591(P) (0.7 Acre) of Nonadanga, Mouza, J.L. No. 10, being KMDA Plot No. IND-6 and Municipal Premises No. 770, Anandapur, P.S. Anandapur, Kolkata – 700 107, duly butted and bounded:

On the North by : 10.10 Mtrs wide road;  
On the South by : 10.10 Mtrs wide road;  
On the East by : 15.50 Mtrs wide road;  
On the West by : Plot No. IND-6/4A, IND-6/1A& 6/3.

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**SCHEDULE 'B'**

OFFICE **ALL THAT** the bare shell Office Unit No(s). \_\_\_\_\_ on the \_\_\_\_ floor of the **South City Businesspark** situated at the said Property being Premises No. 770, Anandapur, Kolkata 700 107 having built-up area of \_\_\_\_\_ sq. ft. (be the same a little more or less) AND TOGETHER WITH the right to use in all common parts portions areas and facilities comprised in the said **South City Businesspark** at the said Property AND TOGETHER WITH the undivided indivisible proportionate share in the lease hold interest of the Land comprised in the said Property and attributable to the **said Unit** TOGETHER WITH all yards, ways, liberties, easements, privileges, appendages and appurtenances belonging or in any way appertaining to or usually held occupied or enjoyed therewith or reputed to belong or be appurtenant thereto TOGETHER WITH the right of free ingress and egress thereto and there from over all passages staircases and other common parts and portions comprised at the said **South City Businesspark** at the said Property .

**SCHEDULE 'C'**

PAYMENT PLAN

<b>Payment Schedule for G+12 at South City Businesspark</b>
10 % at the time of application
15% on completion of 12th floor casting
15% on completion of internal brick work of office
15% on completion of masonry work of entire building
15% on completion of building façade
30% at the time of Possession/agreement

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**SCHEDULE 'D'**

**SPECIFICATIONS, AMENITIES, FACILITIES**

**(WHICH ARE PART OF THE SAID UNIT)**

**Air condition - Water cooled Hvac system with independent DX unit till high side will be provided by developer however lower side / ducting from the DX unit in the scope of Assignee as per their requirement at their own cost.**

**Flooring: Neat cement with screed flooring.**

**Walls Plastered**

**Windows: Aluminium windows partly fixed partly open.**

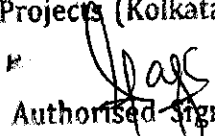
**Main door : Flush door with laminate**

**Toilet: Finished with tiles, sanitary fittings.**

**Electrical/Power distribution available till office entrance door, further distribution in the scope of Assignee**

**Power backup.**

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**SCHEDULE 'E'**

**SPECIFICATIONS, AMENITIES, FACILITIES  
(WHICH ARE PART OF THE PROJECT)**

1. 6 numbers of automatic passenger Lifts and 1 service Lift:
2. Staircases: 2
3. Fire Security: Sprinklers, Smoke detectors in the common areas of the building, wet raiser with landing valves, UG & over Head Fire Tank
4. Aesthetically design main lobby considering sustainable maintenance.
5. Landscaped area

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