

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (—Agreement#) is executed on this [■] day of ____ Two Thousand and (20__);

1. Date: _____

2. Place: Kolkata

3. Parties:

3.1 **SILICAL HOUSING SYSTEMS LTD.** (PAN :AFTPA4307Q) having its registered office at 23A, N.S. Road, 3TH Floor, Suite 9B, P.O. G.P.O. Police Station Hare Street, Kolkata-700001, represented by SHRI JAGDISH KUMAR KHEMKA (PAN ; AFOPK1261Q) son of Late Om Prakash Khemka residing at 117, Block F, New Alipore, P.O. New Alipore, Police Station New Alipore, Kolkata -700053

3.2 **ANJANEYA CONSTRUCTIONS PVT. LTD.** (PAN :AAFCA7742P) incorporated under the Companies Act, 1956 , having its registered office at P-141, Sahapur Colony, 1st Floor, Kolkata-700053 represented by SMT. SHRIDDHI DALMIA (PAN :AEGPA3711A) wife of Aditya Dalmia residing at 11, Ashoka Road, Alipore, P.O. Alipore, Police Station Alipore, Kolkata -700027

3.3 **CONSOLIDATED RAYON LTD.** (PAN: AABCC2714R) having its registered office at P-141, Sahapur Colony, 1st Floor, Kolkata-700053 represented by SHRI ADITYA DALMIA (PAN: AGLPR84SOA) son of Ramprakash Dalmia residing at 11, Ashoka Road, Alipore, P.O. Alipore, Police Station Alipore, Kolkata -700027

3.4 **FAIRLAND MARKETING PVT. LTD.** (PAN: AABCF3853A) having its registered office at P-141, Sahapur Colony, 1st Floor, Kolkata-700053 represented by SMT SHRIDDHI DALMIA (PAN AEGPA3711A) wife of Aditya Dalmia residing at 11, Ashoka Road, P.O. Alipore, Police Station Alipore, Kolkata -700027, (**Owners** which expression shall unless excluded by or repugnant to the subject or context be deemed to mean to the subject or context be deemed to mean and include their successors in office , successors in interest , representatives, administrators or assigns)

AND

3.5 GITA ENTERPRISES (PAN: AARFGQ389F), a Partnership Concern having its office at 5A, Narendra Chandra Dutta Sarani, Kolkata-700001 being represented by its partner SHRI ABHISHEK BHALOTIA (PAN: ADFPB3925K) son of Om Prakash Bhalotia by faith Hindu by occupation - Business, residing at 20/1, Chetla Road, P. O. Alipore, Police Station Alipore, Kolkata-700027, ("PROMOTER") which expression shall unless excluded by or repugnant to the subject or context be deemed to mean to the subject or context be deemed to mean and include the respective partners, heirs of the partners successors in interest and assigns)

AND

3.6 Mr. _____ (Aadhar No.), son/wife/daughter of aged about [____ years], (PAN :) 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, legal representatives, successors-in-interest and/or assigns)

[OR]

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

The Owner, Promoter and the Allottee shall hereinafter collectively be referred to as the –parties, and individually as a –party.

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 (30 of 2017) as amended from time to time;
- b) "Rules" means the West Bengal Housing Industry Regulation Rules, 2018, as amended from time to time, 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, as amended from time to time;
- d) "Section" means a section of the Act.

WHEREAS:

- a. The Owner is the absolute and lawful owner of the property ("Project Land") more fully described in Part - I of the FIRST SCHEDULE hereto, the particulars of title whereof are more fully described in Part - II of the FIRST SCHEDULE hereto (Devolution of Title). The Owner and the Promoter have entered into a Joint Development Agreement dated 13.09.2017 registered as document no. 08521 at the office of the Sub-Registrar.
- b. The Project Land is intended for the purpose of development of an integrated housing project thereon, proposed to be named as –Surya Heights comprising of apartments, garages and other spaces and common areas ("Project").
- c. The Promoter is fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Owner regarding the said Project Land on which the

said Project is to be constructed, have been completed.

- d. The Promoter has obtained the final layout plan, specifications and approvals for the Project and also for the apartment, caused to be sanctioned by the Kolkata Municipal Corporation a plan, vide Building Permit No.2018140285 dated 21.12.2018 for construction of a single block of building comprising of various independent apartments on the Project Land ("said Plan") with provisions for amenities and facilities to be used in common by all occupants / allottees of the entire Project in due course. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in compliance with section 14 of the Act and other applicable laws.
- e. The Promoter has registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____
- f. The Allottee has applied for allotment of an apartment in the said Project under development vide application No. [_____] dated [_____] ("Application Form") and has been allotted Apartment No. [_____] comprising of [_____] Nos. of exclusive balcony / verandah measuring [_____] square feet in total attached thereto on the [_____] floor of the Building and containing a carpet area of [_____] square feet (excluding the area of the balcony / verandah), built-up area of [_____] square feet or chargeable area of [_____] square feet) Together With pro rata share in the common areas, amenities and facilities of the said Project (hereinafter collectively referred to as the **-Common Areas** and more fully mentioned and described in the **THIRD SCHEDULE** hereto) (all hereinafter collectively referred to as the **-said Apartment** and more fully mentioned and described in **Part - I** of the **SECOND SCHEDULE** hereto) Together With [_____] Nos. of car parking space and/or right thereto, more fully mentioned and described in **Part - II** of the **SECOND SCHEDULE** hereto) And Together With the right to use and enjoy the Common Areas in common with the other allottees / occupiers of the Project.
- g. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- h. The parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the Project.
- i. 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.
- j. 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 transfer its right title and interest in the said Apartment together with the pro rata share in the Common Areas of the Project under development and together with the right to enjoy the Common Areas of the Project and the Allottee hereby agrees to purchase the said Apartment.
- k. It has been agreed by the parties that the Association of all the allottees of the Project, as and when formed upon completion of the Project in its entirety, shall hold the Common Areas of the Project together with all easements, rights and appurtenances belonging thereto for the common use and enjoyment of the same by all the allottees / occupiers of the Project.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and for 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 Owner agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the said Apartment, as specified in para F above.

1.2 The Total Price for the Apartment is Rs. _____ / - (Rupees _____ only)

Apartment No. _____ Type _____ Floor _____	RS.
Cost of the Apartment	
Cost of balcony or verandah area	
Proportionate cost of common area	
Cost of Car Parking	
Cost of Transformer (ON DEMAND)	50000.00
Cost of Generator (ON DEMAND)	50000.00
Maintenance Deposit @ Rs. 20 per sq.ft for 1 year (ON POSSESSION)	
Sinking Fund @ Rs. 20 per sq.ft (ON POSSESSION)	
Corporation Tax Deposit (ON POSSESSION)	25/- per sq.ft
Advocate Fees (Rs. 5000/- to be paid at the time of Booking and Rs. 10000/- to be paid at the execution of the deed of conveyance)	15000.00
Water Filter Plant (ON DEMAND)	10000.00
Intercom & CCTV camera installation (ON DEMAND)	5000.00
Add : GST@	

Explanation:

- (i) The Total Price above includes the Booking Amount paid by the Allottee to the Promoter towards the Apartment.
- (ii) The Total Price includes taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax 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 Apartment to the Allottee and the Common Areas of the Project to the Association of all the allottees after obtaining the completion certificate. The mutually agreed Total Price is after consideration of Input Tax Credit as required under Section 171 of the GST Act, 2017.

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 Committed date of completion of the Project (as may be extended), 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 (**—Demand Letter**). 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 Apartment includes recovery of price of land, cost of construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electrical connectivity to the Apartment, and proportionate cost of providing all common services for the said Project, including but not limited to lift, water line and plumbing, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment, as per Specifications mentioned in **FIFTH SCHEDULE** below.
- (v) The Total Price may also change with the increase or decrease in the areas of the Apartment upto a maximum of 3% (three percent) of the carpet area of the Apartment, which shall finally be determined by the Project Architect(s) upon completion of construction. However, in case of any deviation in excess of 3% of the areas of the Apartment, express consent of the Allottee will be required in writing when, it shall be the option of the Allottee, either to accept such deviation and pay the revised Total Price and other amounts, or, to terminate this Agreement.

13 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of cost of materials and labours, 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 till the completion of the Project. The Promoter undertakes

and agrees that while raising a Demand Letter on the Allottee for increase in cost of materials and labours, development charges, costs / charges imposed by the competent authorities, the Promoter shall enclose relevant document for proof of such increase including any notification / order / rule / regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments 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 extended) the same shall not be charged from the Allottee.

1.4

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Allottee shall make payment of the Total Price, as mentioned in clause 1.2 above, together with other payments, like Extras and Deposits, as per the payment plan set out in PART - I of the **FOURTH SCHEDULE** hereto, respectively, (**—Payment PlanII**) or, as and when being demanded by the Promoter, as the case may be, subject to such revisions, as may be made in terms of this Agreement.

1.5

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Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments with such amounts, as may be mutually agreed by the Promoter and the Allottee. The provision of such rebate shall not be subject to any revision / withdrawal, once granted to an Allottee by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Apartment or building, as the case may be without the previous written consent of the Allottee. Provided That the Promoter may make such minor additions or alterations as may be required by the Allottee or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by the Project Architect(s) and/or such other minor changes or alterations in accordance with the applicable laws.

1.7 The Allottee(s) agree(s) that he/she/they is/are aware that the Promoter is developing the Project comprising residential units.

1.8 The rights of the Allottee is limited to ownership of the said Apartment and the Allottee hereby accepts the same and shall not, under any circumstances, raise any claim of ownership, contrary to the above.

1.9 The Common Areas shall always be and remain subject to change and modifications, as may be deemed fit and necessary by the Promoter and/or as may be advised by the Project Architect(s) for betterment of the Project and the Allottee hereby accepts the same and shall not, under any circumstances, raise any objection or hindrances thereto and shall be deemed to have granted an unconditional approval to such changes or modifications in the Common Areas.

1.10 The Allottee shall only be entitled to use the Common Areas of the Project to the extent required for beneficial use and enjoyment of the said Apartment and the Allottee hereby accepts the same and shall not, under any circumstances, raise any claim of partition or separation of ownership of any component or constituent of the said Common Areas of the Project.

1.11 The Promoter shall confirm the final carpet area of the Apartment that has been allotted to the Allottee after the 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 said Apartment including the Extras and Deposits shall however be recalculated upon such confirmation by the Promoter on Chargeable Area basis. If there is reduction in the carpet area resulting in reduction of the Chargeable Area, then the Promoter shall refund the excess money paid by the Allottee within 45 (forty-five) days with annual interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent from the date when such excess amount was paid by the Allottee and/or adjust the same in the next milestone of the Payment Plan, as the case may be. If there is any increase in the carpet area resulting in an increase in the Chargeable Area, which is not more than 3% (three percent) of the carpet area of the Apartment area allotted to Allottee, the Promoter may demand the increased amount from the Allottee in the next milestone of the Payment Plan as provided in the **FOURTH SCHEDULE** hereto. In such case, a revised Total Price sheet together with revised Payment Plan shall be drawn and given to the Allottee after giving effect to the change in such areas. Such revised sheet shall be deemed to be a part of this Agreement.

1.12 Subject to para 9.3, the Promoter agrees and acknowledges that the Allottee shall have the right to the said Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the said Apartment;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas of the Project. Since the share / interest of the Allottee in the Common Areas of the Project is undivided and cannot be divided or separated, the Allottee shall use all Common Areas of the Project along with other occupants, maintenance staff, etc. of the Project, without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the association of all the allottees after duly obtaining the completion certificate from the competent authority for the Project.
- (iii) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment, as the case may be, subject however to the prior intimation to and written permission of the Promoter. Any such visit shall always be subject to Allottee following the norms of safety for such visit and inspection, as may be prescribed by the Promoter and/or the Project Architect(s) or the Site Engineer.

1.13 It is made clear by the Promoter and the Allottee agrees that the said Apartment and garages / car parking spaces as earmarked by the Promoter, as morefully described in **PART-I** and **PART-II** of the **SECOND SCHEDULE** hereunder written, shall be treated as a single indivisible apartment for all purposes. It is agreed that the Project is an independent, self-contained project covering the Project Land and is not a part of any other project or zone and shall not form a part of and/or linked / combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the allottees of the Project.

1.14 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartments to the allottees, which it has collected from the allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the 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 apartment 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 therefore by such authority or person. Provided However that the Promoter shall not be liable or continue to remain liable for any such outgoings for which it has not received any payments from the Allottee. The Promoter will however also not be responsible for the above in case the Promoter has offered possession and the Allottee has refused or neglected or delayed in taking such possession within two months of the Project Completion Date for any reason whatsoever. All such liabilities and outgoings shall be deemed to be the liability of the Allottee from the date falling next after the expiry of two months from the Project Completion Date when the Allottee for all purposes will be deemed to have taken possession of the Apartment in accordance with the terms of this Agreement (**—Deemed Possession Date**).

1.15 The Allottee has paid a total sum of Rs. [■] /- (Rupees [■] only) including booking amount of Rs. /- (Rupees)(**—Booking Amount**), being part payment towards the Total Price of the said Apartment which includes TDS amount of Rs. /- (Rupees), at or before the execution of this Agreement, which amount includes the application deposit of Rs.[■] /- (Rupees [■] only) paid by the Allottee at the time of his application for allotment of the said Apartment in the Project (the receipt of which the Promoter hereby acknowledges) and the Allottee hereby agrees to pay the remaining price of the said Apartment as prescribed in the Payment Plan in the **FOURTH SCHEDULE** hereto or 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 within the stipulated time mentioned in the Demand Letter issued by the Promoter from time to time in accordance with the Payment Plan mentioned in the **FOURTH SCHEDULE** below through Account Payee cheque / demand draft / banker's cheque or online payment (as applicable) in favour of "GITA ENTERPRISES", payable at Kolkata.

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

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendments / modification(s) made thereof and all other applicable laws including that of remittance of payment on acquisition / sale / transfer of immovable properties in India, etc, and provide the Promoter with such permission and approvals, which would enable the Promoter to fulfill its obligations under this Agreement. Any refund or transfer of security, if provided, shall be in terms of or in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of 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 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 authorizes the Promoter to adjust and appropriate all payments made by him / her under any head(s) of dues against lawful outstanding of the Allottee against the said Apartment, if any, in his / her name and the Allottee undertakes not to object / demand / direct the Promoter to adjust such payments in any other manner.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project, as disclosed, and towards handing over the said Apartment to the Allottee and the Common Areas to the association of the Allottees. Similarly, the Allottee shall also abide by the time schedule in respect of making Payments to the Promoter as mentioned hereunder or as mentioned in the Demand Letter that may be raised from time to time by the Promoter under or in pursuance of this Agreement.

6. CONSTRUCTION OF THE PROJECT / APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the said Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been duly designed by the Project Architect(s) and 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 however to such minor architectural or structural changes as may be advised by the Project Architect(s) or project consultants and/or the competent authority in accordance with the applicable laws.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Apartment - The Promoter agrees and understands that timely delivery of possession of the said Apartment to the Allottee is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with right to use the Common Areas with all specifications, amenities and facilities of the Project in place within 31st December 2021, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or any other reason beyond the reasonable control of the Promoter affecting the regular development of the real estate project (**Force Majeure**). If however, the completion of the Project is delayed due to the Force Majeure conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the said Apartment, provided that such Force Majeure conditions are not of a nature which makes it impossible for the contract to be implemented. The Allottee 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 the entire amount received by the Promoter from the Allottee within 45 (forty-five) days from that date. The Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and/or the Apartment and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

72 Procedure for taking possession and registration of Deed of Conveyance : The Promoter, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate after making full payment of the Total Price to the Promoter together with other applicable payments as per terms of this Agreement and by executing necessary indemnities, undertakings and such other documents as may be required for taking possession of the said Apartment and the Promoter shall give possession of the said Apartment to the Allottee. Simultaneously with the offer for possession, as aforesaid, the Promoter shall also call upon the Allottee to get the said Apartment registered in his name by registration of the Deed of Conveyance in respect thereof within 3 (three) months from the Project Completion Date. 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 actual possession or from the Deemed Possession Date, whichever is earlier, agree(s) to pay the maintenance charges and common expenses, particulars whereof are more particularly mentioned in the **SIXTH SCHEDULE** hereunder written, and/or as determined by the Promoter / Association of allottees, as the case may be, after the issuance of the completion certificate for the Project. The Promoter shall hand over copy of the completion certificate to the Allottee at the time of conveyance of the said Apartment. Similarly, in case the Allottee does not or is not able to or willfully delays in having its Deed of Conveyance in respect of the said Apartment registered within the prescribed time, then in such case, the Allottee shall keep the Promoters indemnified saved and harmless of from and against all administrative proceeding, costs, charges and damages on any account whatsoever that the Promoter might suffer because of such failure of the Allottee.

73 Failure of Allottee to take possession of Apartment - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter. In case the Allottee fails to make full payment of the Total Price including the Extras and Deposits in terms of this Agreement and execute necessary documents to take possession of the said Apartment, it shall be deemed that the Allottee has taken possession of the said Apartment on the Deemed Possession Date and all obligations and outgoings in respect of the said Apartment like maintenance charges, property rates and taxes, etc., payable in respect of the said Apartment shall become immediately applicable and payable by the Allottee.

74 Formation of Association after Project Completion - After obtaining the completion certificate and handing over physical or deemed possession of the Apartment, as the case may be, to the allottees, it shall be the responsibility of the Promoter to get an Association formed for the purpose of maintenance of the Project in general and the Common Areas in particular within 3 (three) years of the Project Completion Date or as prescribed by the local laws, whichever is later, and hand over the necessary documents and plans, including the Common Areas, to the said association.

75 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 the Agreement / withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Booking Amount plus GST, as applicable, (~~—Cancellation Fees~~). The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation.

76 Cancellation by Promoter - The Allottee agrees that the Promoter shall be entitled at its option to cancel this Agreement at any time in the following cases :-

- (i) If the delay or default of the Allottee to honour any Demand Letter issued by the Promoter in terms of this Agreement continues for a period more than 3 (three) months of such Demand Letter, whether or not any reminder has been given by the Promoter to

the Allottee in respect thereof;

- (ii) If the Allottee is found to be of unsound mind or declared to be insolvent;
- (iii) If the amounts paid by the Allottee is found to be from unlawful sources;
- (iv) If the Allottee is found to have misrepresented any facts in the Application Form or at any other stage to the Promoter.

In any of the aforesaid cases, the Promoter shall be entitled to deduct the Cancellation Fees and pay the balance amounts to the Allottee within 45 (forty-five) days from the date of such termination / cancellation

7.7 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 applicable laws 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 Apartment (i) in accordance with the terms of this Agreement, duly completed by the Promoter within the Committed Possession Date, as specified in para 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or, (iii) for any other reason, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, the Promoter shall be liable, to return the total amount received by him in respect of the Apartment, on demand to the Allottees, with interest at the rate prescribed in the Rules including compensation in the manner as provided under applicable laws within 45 (forty-five) days of it becoming due. Provided That where 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 Apartment, which shall be paid by the Promoter to the Allottee within 45 (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 Owner has absolute, clear and marketable title with respect to the said Project Land and the requisite lawful rights and requisite approvals from the competent authorities to carry out development of the said Project;
- (ii) There are no encumbrances upon the said Land and/or the Project
- (iii) There are no litigations pending as of this date before any court of law or authority with respect to the said Land / Project or the Apartment;
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the said Project, said Land and Apartment 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, Project Land, buildings and apartment and the Common Areas;
- (v) 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 be prejudicially affected;
- (vi) The Promoter has not entered into any agreement for sale with any person or

party with respect to the Project Land, including the said Apartment, which will in any manner affect the rights of the Allottee under this Agreement;

(vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

(viii) Subject to the Allottee complying with his/her/their obligations contained in this Agreement, the Promoter shall, on or before registration of the Conveyance Deed of the said Apartment, hand over lawful, vacant, peaceful, physical possession of the Apartment to the Allottee;

(x) The said Apartment 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 Apartment;

(xi) The Promoter has duly paid and shall continue to be liable 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 of the Project has been issued;

(xii) As of this date, 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 Land) has been received by or served upon the Promoter in respect of the said Land and/or the Project Land.

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 Apartment to the Allottee within the Committed Completion Date as 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 concerned Authority. For the purpose of this para, 'ready to move in possession' shall mean that the 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 at any stage of the Project on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of default by the Promoter at any stage under the conditions listed above, the Allottee is entitled to the following:

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest. Provided That nothing herein contained shall entitle the Allottee to stop payment of the amounts payable for the previous stages or previous milestones as per the Payment Plan; 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 Apartment, along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice. Provided That where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

93. 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 in accordance with the demands made by the Promoter from time to time as per the Payment Plan mentioned in the **FOURTH SCHEDULE** 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 from the date of default till actual payment is made;
- (ii) In case of default by Allottee under the condition listed above for a period beyond 3 (three) consecutive months, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the balance money paid to Promoter by the Allottee after deducting Cancellation Fees and this Agreement shall thereupon stand terminated and the Promoter shall be eligible to allot the said Apartment to other intending allottee.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of the Completion Certificate will call upon the Allottee to make payment of balance of the Total Price and other amounts agreed to be paid by the Allottee under or pursuant to this Agreement and to get the Deed of Conveyance of the said Apartment registered in his name within 3 (three) months of the Project Completion Date. The Promoter shall on receipt of the Total Price of the Apartment as per para 1.2 of this Agreement from the Allottee, execute the Deed of Conveyance and convey the title of the said Apartment together with right to use the Common Areas in favour of the Allottee. However, in case the Allottee has taken possession of the said Apartment but fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice so as to enable the Promoter to have the Deed of Conveyance of the said Apartment registered in his favour, the Promoter shall be entitled to proceed against the Allottee in accordance with the applicable law and the Allottee agrees to indemnify and keep the Promoter saved, harmless and indemnified of from and against all administrative charges, actions, suits proceedings, costs, claims, demands and damages, which the Promoter may suffer or be put to due to such inaction and/or default of the Allottee.

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the said Project till the taking over of the maintenance of the said Project by the association after the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Apartment in the form of Maintenance Charge Deposit for 1 (one) year of estimated costs. In case the formation of the Association is delayed beyond the said period, the Promoter shall continue to manage and maintain the essential services in the said Project till the Association is formed and the said Project generally and the Common Areas in particular are handed over to the Association and the Allottees shall be liable to pay to the Promoter the charges for such maintenance as fixed by the Promoter at actuals.

12. COMMON AREAS AND ITS HAND OVER TO THE ASSOCIATION:

The maintenance of the Common Areas of the said Project shall be handed over to the Association upon formation of such association (the –Association).

The Allottee will be required to complete the formalities of becoming a member of the Association and also to comply with the Rules and Bye-laws of the Association including payment of membership charge to become member or shareholder of such Association.

The Promoter shall at an appropriate time within a maximum period of 3 (three) years of the Project Completion Date, notify the detailed scheme of formation of the Association to the Allottee (as also to all other allottees of other apartments of the Project) in accordance with the West Bengal Apartment Ownership Act, 1972, so as to enable them to constitute/form such Association.

13. Interim Maintenance Period: During the interim maintenance period between obtaining of the completion certificate of the Project and formation and operationalization of the Association, the Promoter shall through itself or through a facility management company, run, operate, manage and maintain the Common Areas in the manner as follows:

(i) The Promoter shall be responsible for the maintenance and operation of the Common Areas including for providing the required manpower for maintaining the Common Areas, wherever required, and to collect maintenance charges and also guest charges and the user charges for the utilities being provided on –pay by use basis, if any.

(ii) The maintenance and management of Common Areas will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases. It will also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.

(iii) The Rules / Bye Laws to regulate the use and maintenance of the Common Areas shall, during the interim maintenance period, be framed by the Promoter with such restrictions and charges as may be deemed necessary for proper maintenance.

(iv) After the Common Areas of the Project are handed over to the Association, the Association may adopt the rules and the bye-laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.

14. DEFECT LIABILITY:

14.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, save those as mentioned in clause 15.2 below, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under applicable laws for the time being in force.

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

i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the Apartment,

the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;

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

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

iv) If the Allottee after taking actual physical possession of the Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;

v) Cracks developing on joints of brick walls and RCC beams or columns or vertical Bands or horizontal Bands arising out of different materials which have different coefficient of expansion and contraction, any such cracks being normal in high rise buildings and need to be repaired by Allottee or Association from time to time, as the case may be, Provided However that any cracks which develop for reasons other than as mentioned above, the Promoter shall get it rectified at its own cost.

vi) If the materials and fittings and fixtures provided by the Promoter are not being maintained or used by the Allottee or his / her agents in the manner in which same is required to be maintained or used.

vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuation or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.

viii) If the Project Architect(s) certifies that the defects complained of are not manufacturing defect or due to poor workmanship or poor quality.

ix) There being any deterioration in the quality or functioning of any electrical or mechanical systems, instruments, appliances and/or gadgets installed in the Project or the Apartment due to normal wear and tear and/or any physical damage thereto.

x) Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause 15 hereinabove.

15. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter / maintenance agency / association, as the case may be, shall have the right of unrestricted access of all Common Areas, Club Upavan, covered and open parking spaces for providing necessary maintenance services and the Allottee also agrees to permit the Promoter / association and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during normal working hours, unless the circumstances

warrant otherwise, with a view to set right any defect.

16. USAGE: Use of service/reserved areas:

The service / reserved areas, if any, as located within the Project, shall be earmarked for purposes such as services including but not limited to electrical sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire lighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any other manner whatsoever.

17. COMPLIANCE WITH RESPECT TO THE APARTMENT:

17.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the Common Areas, including staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable condition and 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.

17.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board, name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

17.3 The Allottee shall plan and distribute his electrical load within the Apartment in conformity with the electrical design made by the electrical consultant of the Promoter. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

18 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

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

19. ADDITIONAL CONSTRUCTIONS:

The Allottee agrees that, in addition to all minor changes, as provided in the Act, the Promoter shall have the right to make additions and/or alterations or to put up additional structure(s)/constructions anywhere in the Project subject to condition that revised building plan has been approved by the competent authority(ies) and also that express consent have been obtained from two-third of the allottees of the Project or as provided in the Act, as amended from time to time.

20. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding

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

21. APARTMENT OWNERSHIP ACT:

The Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter will show compliance of various laws/regulations as applicable in West Bengal.

22. 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 Registrar or Sub-Registrar or District 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 Registrar or Sub-Registrar or District 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, the 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.

23. ENTIRE AGREEMENT:

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

24. RIGHT TO AMEND: This Agreement may only be amended by written consent of the parties. It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent allottees of the Apartment, in case of a transfer, as the said obligations will 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 [FOURTH SCHEDULE] 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 precedence and/or binding on the Promoter to exercise such discretion in the case of other allottees.

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

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.

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

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

28. FURTHER ASSURANCES:

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

29. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through 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 Kolkata after the Agreement is duly executed by the Allottee and the Promoter and registered at the office of the Registrar or Sub Registrar or District Registrar for registration, in terms of para 23 hereinbefore. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. NOTICES:

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 speed post, or registered post or by email at their respective addresses specified below:

Name of Allottee: _

(Allottee Address) :

Promoter name M/s GITA ENTERPRISES

(Promoter Address) 5A, N.C. DUTTA SARANI, Kolkata 700001

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

31. JOINT ALLOTTEES:

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 which shall for all intents and purposes to consider as properly served on all the allottees.

- 32. SAVINGS:** Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Apartment, prior to the execution and registration of this Agreement for Sale for such apartment, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules and regulations made thereunder.

35. GOVERNING LAW:

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

36. DISPUTE RESOLUTION:

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

37. OTHER TERMS AND CONDITIONS

37.1 DEFAULT IN PAYMENTS OF USAGE CHARGES OF COMMON FACILITIES DURING THE MAINTENANCE PERIOD:

Failure to pay Maintenance Charges, Electricity Charges, DG usage charges, if any, Facility Usage charges, if any within due dates may result in withdrawal/ restrictions/ disconnections/ discontinuation of the respective common services to the Allottee and will make the Allottee liable to pay interest at 1% per month or part on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment. Moreover, if the default continues for more than 3 months, then the Promoter / Association (upon formation and handover) may:-

- (i) Adjust the Maintenance Fund of the allottee for making payments for common purposes.
- (ii) In case, allottee is a regular defaulter, ask allottee to make further investment of Maintenance fund or ask for advance payments of maintenance charges as the Promoter/association as the case may be deem fit
- (iii) Restrict the use of certain common facilities like lift, housekeeping etc. till the total liability is cleared.

37.2 Payment of Total Price prior to Possession:

The Allottee agrees and covenants not to claim any right or possession over and in respect of the said Apartment till such time the Allottee has paid the entirety of the Total Price and all other amounts agreed to be paid or deposited under this Agreement and has duly complied with and/or performed all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Allottee in pursuance of this Agreement or otherwise required by law, all of which shall be conditions precedent without which the Promoter shall not be under any obligation to handover possession of the said Apartment.

38. COVENANTS:

38.1 Allottee's Covenants:

The Allottee covenants with the Promoter (which expression shall for the purpose of includes the Association, wherever applicable) and admits and accepts that:

38.1.1 Allottee aware of and satisfied with Common Areas, amenities and facilities and specifications:

The Allottee, upon full satisfaction and with complete knowledge of the Common Areas, amenities, facilities and specifications and all other ancillary matters including the right, title and interest of the Promoter to the Project Land and the Project approvals, is entering into this Agreement. The Allottee has examined and is acquainted with the Project and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Project save and except the Said Apartment.

The Allottee further agrees and understands that the Promoter shall at all times hereafter be entitled to put up and display its brand name and logo on the ultimate roof of the said building or at the main entrance of the building or some other conspicuous place in the common area and the Allottee shall not under any circumstances obstruct to such display or object the free movement of the Promoter or its men and agents within the Project premises for accessing such signages and/or display boards.

38.1.2 Allottee to mutate and pay rates & taxes:

The Allottee shall (1) pay all fees and charges and cause mutation in the name of the Allottee in the records of Kolkata Municipal Corporation, within 30 (thirty) days from the date of taking conveyance deed of the said Apartment (Date Of Conveyance) and (2) pay the rates & taxes (proportionately for the Project and wholly for the said Apartment from the date of possession notice and until the said Apartment is separately mutated and assessed in favour of the Allottee), on the basis of the bills to be raised by the Promoter/Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the aforesaid bills.

38.1.3 Allottee to pay maintenance charge:

The Allottee shall pay maintenance charge on the basis of bills to be raised by the Promoter or Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that (1) the Allottee shall not claim any deduction or abatement in the bills relating to maintenance charge and (2) the maintenance charge shall be subject to variation from time to time, at the sole discretion of the Promoter or Association (upon formation).

38.1.4 Charge / Lien:

The Promoter shall have first charge and/or lien over the said Apartment for all amounts due and payable by the Allottee to the Promoter provided however, if the said Apartment is purchased with assistance of a financial institution, then such charge / lien of the Promoter shall stand extinguished on the financial institution provided all dues payable to the Promoter are cleared by the Allottee and/or such financial institution.

38.1.5 No rights of or obstruction by Allottee

All open areas in the Project proposed to be used for open car parking spaces and as sanctioned by KMC do not form part of the Common Areas within the meaning of this Agreement.

Moreover, the Allottee shall not be entitled to object or hinder the entry to and access of any common areas or portions of the Project Land or any part thereto to any service provider for the purpose of carrying out any repairs / replacement / maintenance / changes / additions / alterations to the services, facilities and amenities provided by them at the Project Land and the Promoters / association (upon formation) shall issue NOC for carrying out their work whenever required by such service provider. Any resultant repair and/or touchup work required to be carried out pursuant to such repairs / replacement / maintenance / changes / additions / alterations by any service provider, unless the same has been done by such service providers, shall be carried out by the Association at its own cost and the Allottee agrees to bear the proportionate cost thereof.

38.1.6 Variable Nature of Land Share and Share In Common Areas:

The Allottee fully understands and accepts that (1) the undivided proportionate share or interest of the Allottee in the said Project Land (for short –the said Land Share) shall be the proportion which the carpet area of the said Apartment bears to the total carpet area of all apartments in the Project, (2) if the total carpet area of the Project is recomputed by the Promoter or if any additional areas are built as provided under the Act, then and in such event, the Land Share shall vary accordingly and proportionately and the Allottee shall not question any variation (including diminution) therein, (3) the Allottee covenants not to demand any refund of the Total Price paid by the Allottee on the ground of or by reason of any variation of the Land Share, (4) the Land Share and share in Common Areas are not divisible and partible, and (5) the Allottee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter, in its absolute discretion.

38.1.7 Obligations of Allottee: The Allottee shall:

- (a) Co-operate in management and maintenance:** Co-operate in the management and maintenance of the Common Areas facilities and amenities of the Project by the Promoter/ Association (upon formation), as applicable.
- (b) Observing Rules:** Observe the rules framed from time to time by the Promoter/ Association (upon formation) for the beneficial common enjoyment of the Common Areas, facilities and amenities of the project.
- (c) Paying Electricity Charges:** Pay for electricity and other utilities consumed in or relating to the Said Apartment from the date of possession, wholly for the Said Apartment and proportionately for the Common Areas, facilities and amenities.
- (d) Meter and Cabling:** Be obliged to draw electricity lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided thereof, ensuring that no inconvenience is caused to the Promoter or to other apartment Promoters. The main electricity meter shall be installed only at the space designated for common meters. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables, dish antennae or pipes from, to or through any part or portion of and outside walls of the building in which the Apartment is located save in the manner indicated by the Promoter/ Association (upon formation).
- (e) Use of the Apartment:** Use the Apartment for its sanctioned use or purpose only. Under no circumstances shall the Allottee use or allow the Apartment to be used for any purposes other than that as may be sanctioned or permitted by the competent authority. The Allottee shall also not use or allow the Apartment to be used as a religious establishment, hotel, guesthouse, service apartment, mess, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- (f) Maintenance of Apartment:** Repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Apartment at the cost of the Allottee.

- (g) **Use of Common Toilets:** Ensure that the domestic help/service providers visiting the said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.
- (h) **Use of Spittoons / Dustbins:** Use the spittoons / dustbins located at various places in the Project.
- (i) **No Alteration:** Not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the said Apartment including Balcony colour and the scheme of the said building and (2) design and/or the colour scheme of the windows, grills and the main door of the said Apartment.
- (j) **No Structural Alteration and Prohibited Installations:** Not alter, modify or in any manner change the structure or any civil construction in the said Apartment and the building. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Building and/or on any external part of the Building and/or the roof thereof. In the event the Promoter and/or the Association coming to know (before or after deed of conveyance) of any change made by the Allottee then the Promoter and/or the Association shall be entitled to demolish the changes and restore the said Apartment at the cost of the Allottee. The Allottee shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Allottee.
- (k) **No Grills:** Not install any grill on the balcony or verandah save and except as provided by the Promoter as advised by the Project Architect(s).
- (l) **No Sub-Division:** Not to sub-divide the said Apartment and the Common Areas, under any circumstances.
- (m) **No Change of Name:** Not to change / alter / modify the name of the Building or Club from that mentioned in this Agreement. However, the Promoter shall have the right to alter the name of the said Club Upavan and/or its facilities / areas to any other name, as the Promoter may in its sole discretion deem fit. Such names shall be finalized before handing over of possession of the said club to the Association upon its formation.
- (n) **No Nuisance and Disturbance:** Not to use the said Apartment or the Common Areas or the Garage space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to the Promoter or other occupants of the Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.
- (o) **No Storage:** Not to store or cause to be stored and not place or cause to be placed any goods, articles or things including shoe cabinets and cycles in the Common Areas including floor corridors, areas immediately outside the main entrance of the said Apartment and areas under ground staircase, etc.
- (q) **No Obstruction to Promoter/Association:** Not to obstruct the Promoter/ Association (upon formation) in their acts relating to the Common Areas, amenities and facilities and not obstruct the Promoter in constructing/repairing on other portions of the Building and/or the Project and selling or granting rights to any person on any part of the said Building.
- (r) **No Obstruction of Common Areas:** Not to obstruct the pathways and passages of the Common Areas or use the same for any purpose other than for ingress to and egress from the said Apartment.
- (s) **No Violating Rules:** Not to violate any of the rules and/or regulations laid down by the Promoter / Association (upon formation) for the use of the Common Areas, amenities and facilities.
- (t) **No Throwing Refuse:** Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated thereof.

(u) No Injurious Activities: Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the said Apartment, the Garage space, if any, the said Building, the Common Areas, including but not limited to acts of vandalism, putting up posters and graffiti.

(v) No Storing Hazardous Articles: Not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said Apartment, the Common Areas, and the Building/Project.

(w) No Signage: Not to put up or affix any sign board, name plate or other things or other similar articles in the Common Areas, inside or outside the windows and/or the outside walls of the said Apartment/said Building save at the place or places provided therefor provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the said Apartment.

(x) No Floor Damage: Not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.

(y) No Installing Generator: Not to install or keep or run any generator in the said Apartment or any part of the Project.

(z) No Misuse of Water: Not to misuse or permit to be misused the water supply to the said Apartment/Project.

(aa) No Damage to Common Portions: Not to damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Allottee or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same as decided by the Promoter or the Association.

(bb) No Littering: Not to throw or allow to be thrown litter in the Common Areas of the said Building / Project.

(cc) No Trespassing: Not to trespass or allow trespass over any areas exclusively allotted to any allottees or retained by the Promoters in the Project including but not limited to the lawns and green plants within the Common Areas.

(dd) No Overloading Lifts: Not to overload the passenger lifts and to move goods only through the stretcher lifts and/or staircase of the Building.

(ee) No Covering of Common Portions: Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment.

(ff) Pay Goods & Service Tax: To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Promoter / Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement.

If the Allottee lets out or transfers the said Apartment, the Allottee shall immediately notify the Promoter/ Association (upon formation) of the tenant's/transferee's address and telephone number. It is the responsibility of the Allottee to ensure that any such tenant / transferee abides by the terms and conditions of this Agreement or the rules and regulations of the Association. Allottee can let-out or transfer only after clearance of all upto date dues of Promoter / Association (upon formation).

38.1.10 No Right in Other Areas:

The Allottee shall not have any right, title and interest, claim or entitlement whatsoever over or in respect of the Project/ Building save and except the said Apartment and the share in the Common Areas.

38.1.11 Indemnity:

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

38.2 Promoter's Covenants:

The Promoter covenants with the Allottee and admits and accepts that:

38.2.1 No Creation of Encumbrance:

During the subsistence of this Agreement, subject to its right to obtain project loan as above, the Promoter shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Allottee in respect of the said Apartment, subject to the Allottee fulfilling all terms, conditions and obligations of this Agreement. This may however not restrict the Promoter in creating any charge, mortgage, lien over or in respect of any other apartment or spaces of the Project in terms of the Act or Rules.

38.2.2 Documentation for Loan:

The Promoter shall provide to the Allottee all available documents pertaining to the said Project so that the Allottee, if eligible, may get loan from banks and financial institutions, if required by the Allottee.

39. Nomination by Allottee with Consent:

The Allottee admits and accepts that before the execution and registration of conveyance deed of the said Apartment, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:

(a) Allottee to Make Due Payments:

The Allottee shall make payment of all dues, including any interest for delay, to the Promoter in terms of this Agreement, up to the time of nomination.

(b) Lock-in Period:

The Allottee cannot nominate in favour of any third party before the expiry of a period of 24 (twenty-four) months from the date of this Agreement.

(c) Prior Written Permission and Tripartite Agreement:

In respect of any nomination, the Allottee shall obtain prior permission of the Promoter and the Allottee

and the nominee shall be bound to enter into a tripartite agreement with the Promoter and the Allottee.

(d) Nomination Fees:

The Allottee shall pay a sum calculated @ Rs.150/- (Rupees One Hundred and Fifty only) per sq.ft. Plus GST at rates as applicable at the time of such nomination of the chargeable area of the said Apartment including the chargeable area of the servant quarter, if any, as and by way of nomination fees to the Promoter. It is clarified that inclusion of a new joint allottee or change of a joint allottee shall be treated as a nomination. However nomination fees shall not be payable in case of nomination in favour of parents, spouse, brother, sister or children of the Allottee. Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee shall be compensated by the Allottee to the Promoter by paying the agreed compensation equivalent to the income tax payable on such nomination. Such amount shall be payable by the Allottee on or before nomination.

The Allottee admits and accepts that he shall not be entitled to nominate or assign his rights under this Agreement save in the manner indicated above.

40. Future Contingency and Covenant of Allottee:

The Allottee agrees that these terms and conditions for sale and transfer of the said Apartment as contained herein, are made in view of the extant laws, rules and regulations governing such sale and transfer and are subject to changes / variations as the Promoter may deem appropriate or as may be directed by appropriate authorities or as may be made by the Promoter keeping in mind any extant / proposed laws, rules and regulations. The Allottee agrees to render all cooperation to the Promoter in this regard, including but not limited to sign and/or execute documents and/or deeds as required by the Promoter or the competent authority as and when called upon by the Promoter without any claim demand demur or protest.

THE FIRST SCHEDULE ABOVE REFERRED TO:

**PART - I
(PROJECT LAND)**

ALL THAT piece and parcel of land measuring 22 (twenty two) Cotahs 4 (four) Chittacks , 00 square feet, more or less, together with 200 square feet tiled shed structures , together with the amenities and facilities , passages and all other easements rights attached thereto , situate and lying at Mouza Shibrapur, J.L No. 18, L.R Khatian No. 2107, 2108, 2109, 2110 , L.R Dag No. 102, 103 , 102/818 and 103/ 819 , being Municipal Premises No.78, Ho- Chi- Minh Sarani, Police Station Behala , within the jurisdiction of the Kolkata Municipal Corporation , Ward No. 127, Assessee No. 41-127- 06- 0144-7 , Kokata 700061, District 24 Parganas (South) delineated on Plan "A"annexed hereto and bordered in color Red thereon and butted and bounded as follows:

On the North	: By 43' ft. wide Ho- Chi- Minh Sarani,
On the East	: By land of Krishnapada Mondal
On the South	: By Private Residential Buildings
On the West	: By land of Bechulal Halder

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

PART - II
(DEVOLUTION OF TITLE)

- a) **Ownership of Asesh Kanta Bandopadhyay Chowdhury** son of Amiya Kanta Bandopadhyay : Asesh Kanta Bandopadhyay Chowdhury son of Amiya Kanta Bandopadhyay Chowdhury purchased some landed property in Mouza -Shihrampur, J.L. No. 18, R.S.No.77, District Collectorate Touzi No, 1825, Pargana - Balia, Police Station - Behala, under Hal divisional Dag No. 102/118, under Hal Revisional Khatian No.44, measuring about 22 decimal and under Hal divisional Dag No. 103/119, under Hal divisional Khatian No.44, measuring about 03 decimal total measuring about 25 decimal equivalent to 15 (fifteen) cottahs 2 (two) chittacks more or less and under Hal Revisional Dag No. 102 & 103 under Hal Revisional Khatian No.265, land measuring about 7 (seven) cottahs 2 (two) chittacks from Tarak Sadhan Halder, Kalyan Kumar Halder and Smt. Namita Rani Halder by way of Sale Deed registered in the office of Joint Sub-Registrar Alipore at Behala, and recorded in Book No.1, Volume No.21 pages from 76 to 89 being No.959 for the year 1966 for establishment of small scale Industries [Mother Land] ,described in the First Schedule below.
- b) **Title Suit No. 3 of 1980 for partition of the Mother Land** : Asim Kanta Bandopadhyay Chowdhury, and Anjan Kanta Bandopadhyay Chowdhury both sons of Amiya Kanta Bandopadhyay Chowdhury and brother of Asesh Kanta Bandopadhyay Chowdhury filed Title Suit No. 3 of 1980 before the Ld. 7th Court of Sub-Judge at Alipore against Asesh Kanta Bandopadhyay Chowdhury for partition of the said property.
- c) **Decree passed by the Ld. Court in the said Title Suit** : Upon hearing the contesting parties, the Ld. Sub -Judge, 7th Court at Alipore, passed the decree in terms of the compromise petition together with the plan annexed thereto by the contesting parties.
- d) **Allotment to Asim Kanta Bandopadhyay Chowdhury** : As per the said order and decree of the Ld. Court, Asim Kanta Bandopadhyay Chowdhury was allotted Lot "B" with yellow border in the plan annexed thereto , comprising of 448.71 square meter land with all easement rights thereto and structures, if any, in his exclusive possession in absolute right in his one third share in the entire suit property .
- e) **Allotment to Anjan Kanta Bandopadhyay Chowdhury** : As per the said order and decree of the Ld. Court, Anjan Kanta Bandopadhyay Chowdhury was allotted Lot "C" with brown border in the plan annexed thereto, comprising of 451.12 square meter of land with all easement rights thereto and structures , if any, in his exclusive possession in absolute right in his one third share in the entire suit property.
- f) **Allotment to Asesh Kanta Bandopadhyay Chowdhury** : As per the said order and decree of the Ld. Court, Asesh Kanta Bandopadhyay Chowdhury was allotted Lot "A" with red border in the plan annexed thereto , comprising of 450.57 square meter of land with all easement rights thereto and structures , if any, in his exclusive possession in absolute right in his one third share in the entire suit property and Lot "D" marked with green border in the plan annexed thereto forming a part of the compromise petition comprised in 137.86 square meter land to be treated as the common passage of the parties in the suit to be held in their joint possession for ingress to and egress from their respective allotment together with all easement rights / facilities attached thereto.
- g) **Ownership of Asesh Kanta Bandopadhyay Chowdhury** : Thus by virtue of the said partition Asesh Kanta Bandopadhyay Chowdhury became the absolute owner of land measuring about 450.57 square meter of land with structures standing thereon together with all easement rights of the common passage and he got his name mutated in the records of the then South Suburban Municipality, now

Kolkata Municipality, being known and numbered as Holding No. 78, Ho Chi Minh Sarani, within Mouza Sivarampur, R.S No.77, J.L. No. 18, Touzi No. 1826, R.S Khatian No. 44, R.S Dag NI. 102/818 and 103/819, Khatian NO. 265, Dag No.102 and 103, Police Station Behala, Kolkata 700061, District 24 Parganas (South).

- h) **Ownership of Asim Kanta Bandopadhyay Chowdhury** : Thus by virtue of the said partition Asim Kanta Bandopadhyay Chowdhury, became the absolute owner of land measuring about 448.71 square meter of land with structures standing thereon with all easement rights of the common passage within the said three premises and he got his name mutated in the records of the then South Suburban Municipality, now Kolkata Municipality, being known and numbered as Holding No. 78/1, Ho Chi Minh Sarani, within Mouza Sivarampur, R.S No.77, J.L. No. 18, Touzi No. 1826, R.S Khatian No. 44, R.S Dag NI. 102/818 and 103/819, Khatian NO. 265, Dag No.102 and 103, Police Station Behala, Kolkata 700061, District 24 Parganas (South)
- i) **Ownership of Anjan Kanta Bandopadhyay Chowdhury** : Thus by virtue of the said partition Asim Kanta Bandopadhyay Chowdhury, became the absolute owner of land measuring about 451.12 square meter of land with structures standing thereon with all easement rights of the common passage within the said three premises and he got his name mutated in the records of the then South Suburban Municipality, now Kolkata Municipality, being known and numbered as Holding No. 78/2, Ho Chi Minh Sarani, within Mouza Sivarampur, R.S No.77, J.L. No. 18, Touzi No. 1826, R.S Khatian No. 44, R.S Dag No. 102/818 and 103/819, Khatian NO. 265, Dag No.102 and 103, Police Station Behala, Kolkata 700061, District 24 Parganas (South)
- j) **Sale by Asesh Kanta Bandopadhyay Chowdhury** : By a Deed of Sale dated 29th January, 1983 registered in the office of the D.S.R., Alipore and recorded in Book No. I, Volume No. 40, Pages from 180 to 197 Being No.1056, for the year 1983 sold, transferred, conveyed and assigned his allotted property being land measuring 450.57 sq. meter equivalent to 4850 sqft. with structures standing thereon together with all easement rights of the common passage within the said three premises known and numbered as 78, Ho Chi Minh Sarani, Police Station Behala, District 24 Parganas (South) to Prontodel Engineering Systems Private Limited, having its registered office at 74, Hazra Road, Police Station Ballygunge, Kolkata 700029.
- k) **Sale by Asim Kanta Bandopadhyay Chowdhury** : By a Deed of Sale dated 29th January, 1983 registered in the office of the D.S.R., Alipore and recorded in Book No. I, Volume No. 40, Pages from 163 to 179, Being No.1055, for the year 1983 sold, transferred, conveyed and assigned his allotted property being land measuring 448.71 sq. meter equivalent to 4830 sqft. with structures standing thereon together with all easement rights of the common passage within the said three premises known and numbered as 78, Ho Chi Minh Sarani, Police Station Behala, District 24 Parganas (South) to Prontodel Engineering Systems Private Limited, having its registered office at 74, Hazra Road, Police Station Ballygunge, Kolkata 700029.
- l) **Sale by Anjan Kanta Bandopadhyay Chowdhury** : By a Deed of Sale dated 29th January, 1983 registered in the office of the D.S.R., Alipore and recorded in Book No. I, Volume No. 40, Pages from 145 to 162 Being No.1054, for the year 1983 sold, transferred, conveyed and assigned his allotted property being land measuring 451.12 sq. meter equivalent to 4855.81527 sqft. with structures standing thereon together with all easement rights of the common passage within the said three premises known and numbered as 78/2, Ho Chi Minh Sarani, Police Station Behala, District 24 Parganas (South) to Prontodel Engineering Systems Private Limited, having its registered office at 74, Hazra Road, Police Station Ballygunge, Kolkata 700029.
- m) **Ownership of Prontodel Engineering Systems Private Limited** : By virtue of aforesaid purchases, Prontodel Engineering Systems Private Limited became the absolute owner of the entire land measuring about 22 Cottahs 4 Chittacks, inclusive of common passage, being holding no. 78, 78/1 and

78/2, Ho Chi Minh Sarani, and mutated its name in the record of the Kolkata Municipal Corporation under Assessee No. 41-127-06-0144-7, 41-127-06-0405-9 and 41-121-06-0406-0 respectively.

- n) **Sale to [i] Silical Housing Systems Limited, [ii] Anjaneya Constructions Pvt. Ltd. [iii] Consolidated Rayon Ltd. and [iv] Fairland Marketing Pvt. Limited :** By a Deed of Sale dated 1st December, 2014 registered in the office of the D.S.R, Alipore and recorded in Book No. I, Volume No. 17, Pages from 2344 to 2365 Being No.12715 for the year 2014, said, Prontodel Engineering Systems Private Limited, sold, transferred, conveyed and assigned the entire land measuring about 22 Cottahs 4 Chittacks inclusive of common passage, being holding no. 78, 78/1 and 78/2, Ho Chi Minh Sarani, under Assessee No. 41-127-06-0144-7, 41-127-06-0405-9 and 41-121-06-0406-0 respectively of the Kolkata Municipal Corporation to [i] Silical Housing Systems Limited, [ii] Anjaneya Constructions Pvt. Ltd. [iii] Consolidated Rayon Ltd. and [iv] Fairland Marketing Pvt. Limited who became the joint owners of the same and they got their names muted in the records of the B.L& L.R.O, T.M Block, Behala, converted the character of the land as Bastu and also muted in the record of the Kolkata Municipal Corporation, amalgamating the three premises, being known and numbered as Premises No. 78, Ho-Chi- Minh Sarani, Kolkata 700061, Ward No.127, under Assessee No. 0-41-127-06-0144-7, who were in enjoyment of possession by paying rates and taxes regularly.
- o) **Urban Land [Ceiling and Regulation] Act 1976:** The Seller herein has obtained the ULC clearance certificate from the Competent Authority under the Urban Land [Ceiling and Regulation] Act 1976 vide letter No 609/ULC/Alip/2016 dated 04.07.2016
- p) **Development Agreement with M/s VEER BALAJI INFRABUILD PRIVATE LIMITED by [i] Silical Housing Systems Limited, [ii] Anjaneya Constructions Pvt. Ltd. [iii] Consolidated Rayon Ltd. and [iv] Fairland Marketing Pvt. Limited :** Silical Housing Systems Limited, [ii] Anjaneya Constructions Pvt. Ltd. [iii] Consolidated Rayon Ltd. and [iv] Fairland Marketing Pvt. Limited, the Owners herein entered into a Joint Venture Agreement on 25th August, 2015 registered in the office of D.S.R-II South 24 Parganas and recorded in Book No. I. Volume No. 1602-2015, page from 101972 to 101998, Being No. 160208962, for the year 2015 with M/s VEER BALAJI INFRABUILD PRIVATE LIMITED for development of the said land measuring about 22 cottahs 4 Chittacks 00 Sq.ft. more or less, together structure standing thereon together with the amenities and facilities, passages and all other easements rights attached thereto, lying and situated in Mouza Shibrampur, J.L. No. 18, L.R. Khatian No. 2107, 2108, 2109, 2110, LR Dag No.102, 103, 102/818 and 103/819 Police Station - Behala, being Premises No. 78, Ho-Chi-Minh Sarani, Kolkata-700061, within the Jurisdiction of the Kolkata Municipal Corporation, Ward no.127, under Assessee No.41-127-06-0144-7, District 24 Parganas (South), more fully described in the Schedule hereunder written, on the terms and conditions agreed therein.
- q) **Application for Sanction of Building Plan by the Kolkata Municipal Corporation :** In terms of the said Joint Venture Agreement the Owners applied for the building plan to be sanctioned by the Kolkata Municipal Corporation for construction of multi storied building on the said premises No.78, Ho-Chi-Minh Sarani, Police Station- Behala, Kolkata - 7000061, Ward No. 127, District 24 Parganas (South)
- r) **Cancellation of the said Joint Venture Agreement dated 25th August, 2015 with M/s VEER BALAJI INFRABUILD PRIVATE LIMITED** due to paucity of fund and some other unavoidable circumstances the Developer was unable to execute the said project as per the said Agreement and therefore both the parties therein cancelled the said Development Agreement by a Cancellation Agreement dated 26.05.2017, and registered on 13.9.17 duly registered in the office of D.S.R II, Alipore, South 24 Parganas, vide Book No. I, Volume No. 1602-2017, Pages from 247830 to 247847, Being No 160208520 for the year 2017 and the said [i] Silical Housing Systems Limited, [ii] Anjaneya Constructions Pvt. Ltd. [iii] Consolidated Rayon Ltd. and [iv] Fairland Marketing Pvt. Limited, the Owners herein took back possession of the said property from the Developer therein.
- s) **Looking Out for a New Developer by the Owners :** Since the Owners felt it difficult to construct the new project by themselves, they were in the lookout for a new Developer for the same.

- t) **Offer by Gita Enterprise to develop the said property and Acceptance by the Owners herein :** Having come to know the desire of the Owners M/s Gita Enterprises, a Partnership Concern, having its office at 5A, Narendra Chandra Dutta Sarani, Kolkata 700001, approached the Owners to develop the said property by constructing multistoried building on the said land which was accepted by the Owners.
- u) **Development Agreement with Gita Enterprise, the Developer herein :** By a Development Agreement dated 26th May 2017, registered in the office of the District sub Registrar II at Alipore, recorded in Book No.1, Volume No. 1602-2017, Pages from 247848 to 247883, Being No 160208521 for the year 2017, Silical Housing Systems Limited, [ii] Anjaneya Constructions Pvt. Ltd. [iii] Consolidated Rayon Ltd. and [iv] Fairland Marketing Pvt. Limited, the Owners herein appointed Gita Enterprises a Partnership Concern, having its office at 5A, Narendra Chandra Dutta Sarani, Kolkata 700001 as the Developer to develop the said land by constructing and completing the complex in all respect and to enter into contract on behalf of the Owners with the prospective allottees / purchasers/lessees/transferees for the purpose of sale/transfer/ lease and /or for otherwise dealing with the units / spaces in the buildings comprised in the project under the terms and conditions recorded therein.
- v) **Power Of Attorney to M/s Gita Enterprises by [i] Silical Housing Systems Limited, [ii] Anjaneya Constructions Pvt. Ltd. [iii] Consolidated Rayon Ltd. and [iv] Fairland Marketing Pvt. Limited :** By a registered Power of Attorney dated 21st September, 2017 registered in the office of the District Sub Registrar, II, South 24 Parganas, recorded in Book No. 1, Volume Number 1602-2017, Pages from 254506 to 254526, being No. 160208716 for the year 2017 the Owners namely Silical Housing Systems Limited, [ii] Anjaneya Constructions Pvt. Ltd. [iii] Consolidated Rayon Ltd. and [iv] Fairland Marketing Pvt. Limited granted all requisite powers to M/s Gita Enterprises to develop the said land by constructing and completing the complex in all respect and to enter into contract on behalf of the Owners with the intending purchasers/ buyers / lessees/transferees for the purpose of sale/transfer/ lease and /or for otherwise dealing with the units spaces in the buildings comprised in the project and to do all the needful for the same.

Sanctioned Plan: With the intention of developing and commercially exploiting the Said Land by constructing the New Building thereon and selling units Ground Floor for Parking Space, and from First Floor to Ninth Floor for Residential Purpose and other covered and open spaces therein (Units), the Seller has got a building plan sanctioned by the Kolkata Municipal Corporation (KMC) vide Building Permit No. 2018140285 dated 21.12.2018 Ward No. 127 (Sanctioned Plan, which includes all sanctioned/permissible modifications made thereto, if any, from time to time.

THE SECOND SCHEDULE ABOVE REFERRED TO:

PART-I (SAID APARTMENT)

DESCRIPTION OF THE APARTMENT ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

ALL THAT the Apartment No. [] having carpet area of [] square feet together with [] Nos. of exclusive balcony / verandah attached to the said apartment and containing a total area of [] square feet, Built-Up area [] square feet, chargeable area of [] square feet, on the [] floor of the Building as earmarked in the plan annexed hereto duly bordered thereon in green, situated at Municipal Premises No. 78, Ho- Chi- Minh Sarani, Police Station Behala, Kolkata 700061 TOGETHER WITH the variable proportionate undivided indivisible impartible share or interest in the Common Areas of the said Project butted and bounded as follows. A layout plan of the said Apartment is annexed herewith.

PART - II
(SAID PARKING SPACE)
[Description of the Parking Space earmarked (if applicable)]

Sl. No.	Type of car parking spaces	No. of spaces earmarked
1	Dependent Mechanical Car Parking System (Covered) (UPPER / LOWER)	
2	Independent Mechanical Car Parking System (Covered)	
3	Conventional Open Car Parking	
	Total:	

Clarification on Parking Options mentioned above:

- **PARKING SPACE(S)** shall mean Covered Car Parking Spaces in or portions of the Ground Floor of the said premises under Mechanical Parking System (Dependent or Independent) that may be installed within the said building and also the Open Car Parking spaces in the open compound of the said premises whether or not under Mechanical Parking Systems (Dependent) that may be installed at the ground level of the Said Premises for parking of mid-sized motor cars and other light motor vehicles therein or thereat.
- Different types of parking options mentioned in the table above are explained / defined hereunder as follows:-
 - a) **Dependent Mechanical Car Parking System (Covered)** shall mean a electrically operated parking system installed within the said Building at Ground Floor and to be shared equally by two Car Owners holder wherein one car is dependent on the other car at the time of ingress and egress of parking of car in the system.
 - b) **Dependent Mechanical Car Parking System (Open)** shall mean a electrically operated parking system installed outside the said building within the said premises at Ground Floor and to be shared equally by the co-parking right holder wherein one car is dependent on the other car at the time of ingress and egress of parking of car in the system.
 - c) **Independent Mechanical Car Parking System (Covered)** shall mean a electrically operated system, installed within the said building at Ground Floor wherein the car is parked at the designated space automatically by the system after the car is parked at ground floor level and thus ingress and egress of car is not dependent on any other cars.
 - d) **Conventional Open Car Parking** shall mean a place where a Car can be parked within the said premises outside the said building manually from common driveway at Ground Floor of the said premises as sanctioned by KMC.
 - e) The Allottee(s) understands that the Parking spaces options as mentioned herein above

are limited and depending upon the preferences, choices and requirements of the Allottee(s) and the other co-owners of the said Building. The Promoter shall at its own discretion earmark such parking spaces at the time of handing over its possession. Promoter shall have the right to change the preferences availed by the Allottee(s) depending upon the availability of such parking options in the said premises.

**THE THIRD SCHEDULE ABOVE REFERRED TO:
(COMMON AREAS, AMENITIES AND FACILITIES)**

PART - I

(Common Areas divided proportionately amongst the Apartment Holders)

[Exclusive for Residential Apartment Holders]

- a. Proportionate share of the land comprised in the said Premises attributable to all the residential apartments in the Project.
- b. Entrance Lobby for residential entry at Ground Floor.
- c. Both staircases of the building along with their full, half and quarter landings with stair covers on the ultimate roof.
- d. 2 (two) elevators along with lift shafts and the lobby in front of it on typical floors and Lift machine room, if any.
- e. Common area lobby for egress and ingress between flats from 1st Floor to 9th Floor.
- f. Area required for installing Solar equipments
- g. Security Goomty at entrance serving both to residential and commercial section.
- h. Electrical Room at Ground Floor for residential and commercial meters and electrical panels for building operations.
- i. Fire Pump Room at Basement including its staircase and landings.
- j. Generator and Transformer Area.
- k. Over Head water reservoirs at top floor of the premises.
- L. Underground Reservoirs for Fire Fighting and Other usage purpose.

THE FOURTH SCHEDULE ABOVE REFERRED TO: PART - I

[PAYMENT PLAN FOR TOTAL PRICE]

The Total Price shall be paid by the Allottee in the following manner:

Timeline	%age	Consideration	GST (Rs.)	Total Price
		Amount (Rs.)		(Rs.)
At or before the execution hereof	10%			
On Completion of Foundation work	15%			
On Completion of 1st Floor Casting	10%			
On Completion of 3 rd Floor Casting	75%			
On Completion of 5th Floor Casting	75%			
On Completion of 7 th Floor Casting	75%			
On Completion of 9th Floor Casting	75%			
On Completion of Brick Work of Unit	10%			
On Completion of Flooring of Unit	10%			
On Completion of Outside Plaster	5%			
On Possession	10%			
TOTAL				

THE FIFTH SCHEDULE ABOVE REFERRED TO:

PART - I

Common Portions:

The Common Portions will be completed and finished as follows:

Structure & Brick	RCC framed construction.
Work	<p>External Walls: 200/250 mm thick brickwork with cement mortar in proportion (1:6)</p> <p>Partition Walls: 75/125 mm thick brick work with sand cement mortar in proportion (1: 4)</p>
Plaster	<p>Rough brick surface by 19 mm thick (1:6) cement sand proportion.</p> <p>Finished brick surface by 12 mm thick (1:6) cement sand proportion.</p> <p>Ceiling 6/10 mm thick by (1:4) cement sand proportion.</p> <p>Waterproof compound will be mixed during plastering of external wall.</p>
Stair Case	Staircase will be finished with good quality Marble / tiles with railing.
Roof Treatment	Water proofing with aqua proof admixture.
Water Tank	Over Head Tank will be made of R.C.C./PVC and distribution to each Flat will be through GI /PVC suitable pipes.
Electrical	<p>Concealed P.V.C. conduits, copper wire of desired cores of reputed make.</p> <p>MS concealed switch box with reputed make switches including earthing.</p> <p>Separate Meters for all co-owners as well as for common use will be provided at extra cost.</p> <p>Two elevators (of reputed make) having capacity of five/six passengers will be provided.</p>
Painting And Finishing	<p>Outside face of external walls will be finished with high quality super Snowchem.</p> <p>Internal face of the walls will be finished with very good quality plaster of paris.</p>

	Gate and grills will be painted with two coats of synthetic enamel paints over two coats of primer
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Said Flat:

The Said Flat will be completed and finished as follows:

Brick Work	External Walls: 200/250 mm thick brickwork with cement mortar in proportion (1:6) by using 1 st class kiln burnt brick. Partition Walls: 75/125 mm thick brick work with sand cement mortar in proportion (1: 4)
Plaster	Finished brick surface by 12 mm thick (1:6) cement sand proportion. Ceiling 6/10 mm thick by (1:4) cement sand proportion.
Floor of Rooms And Toilets	Bed Rooms, Verandah, Drawing-Dinning will be finished with Marble / vitrified tiles of good quality / type. Kitchen & Toilet will be finished with Antiskid Vitrified Tiles/Marble Tiles.
Toilet Walls	Ceramic Tiles upto door heights.
Door	Sal wood frame. Hot pressed flushed doors. Decorative main door.
Window	Aluminium windows with steel grills.
Grills	Mild Steel flats/12 mm square bars will be used as per design.
Sanitary Fittings In Toilets	The following will be provided: Tap with mixing arrangements in toilets. White wash basin of reputed make White commode of porcelain of reputed make Concealed hot and cold water pipe line with pipes of reputed make. Fittings will be of good quality and reputed make.
Kitchen	Kitchen platform will be of Black Granite and ceramic tiles over the kitchen platform up to a height 2' 0". Stainless steel sink will be provided.
Electrical Points And Fittings	Concealed P.V.C. conduits, copper wire of desired cores of reputed make. MS concealed switch box with reputed make switches including earthing.

		Reputed make flexible copper wire will be used as under for electrical connection.
Painting Finishing	And	Internal face of the walls will be finished with very good quality plaster of paris. Grills will be painted with two coats of synthetic enamel paints over two coats of primer

**THE SIXTH SCHEDULE ABOVE REFERRED TO:
(COMMON EXPENSES)**

- 1. MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure and in particular the top roof (only to the extent of leakage and drainage to the upper floors), gutters, water pipes for all purposes, drains, electric cables, and wires in under or upon the Said Building/s and enjoyed or used by the flat-owners in common with each other, main entrance and exit gates, landings and staircases of the said Building/s and enjoyed by the flat-owners in common as aforesaid and the boundary walls of the said Premises, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said Premises so enjoyed or used by the flat-owners in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
- 2. OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations (including, Lifts, Water Pump with Motor, Generator, Fire Fighting Equipments and accessories, CCTV, Security Systems, Deep Tube Well, and also the costs of repairing, renovating and replacing the same including the costs/charges incurred/to be incurred for entering into –Annual Maintenance ContractsI or other periodic maintenance contracts for the same.
- 3. STAFF :** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen etc.) including their bonus, other emoluments, benefits etc.
- 4. TAXES :** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the said Premises (save those assessed separately in respect of any Apartment).
- 5. INSURANCE :** Insurance premium, if Incurred for insurance of the said Building/s and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
- 6. COMMON UTILITIES:** Expenses for serving / supply of common facilities and utilities and all charges incidental thereto.
- 7. COMMON SECURITY:** Expense for providing Security for the said Building/Said Premises by such Nos. of Security Personals as may be deem fit and proper by Promoter or Owners Association on its formation.
- 8. AMC:** AMC cost of all installations of the faculties/amenities installed in common areas or within the said Premises including Lift, Generator, Fire Fighting System, CCTV, Intercom, etc.

9. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
10. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance in-charge for the common purposes.

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

EXECUTED AND DELIVERED by the OWNERS at Kolkata in the presence of:

1.

2.

EXECUTED AND DELIVERED by the BUYER at Kolkata
in the presence of:

1.

2.

EXECUTED AND DELIVERED by the DEVELOPER at
Kolkata in the presence of:

1.

2.