

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“Agreement”) executed on this _____ day
of _____, 2018

By and Between

(1) SRI DILIP KUMAR ROY, (PAN ADEPR2552H) and (2) SRI TARUN KUMAR ROY (PAN ADEPR2553G), both sons of Late Jugal Kishore Roy and both residing at 14, Dum Dum Cossipore Road, Kolkata 700074, P.S, Dum Dum, P.O. Dum Dum hereinafter collectively referred to as the **“FIRST VENDOR”** of the **FIRST PART:**

AND

(1) CALCUTTA BECON ENGINEERING CO. LLP, (PAN AAHFC4679E) AND (2) GNB LOGISTIC LLP, (PAN AAKFG1784H), both Limited Liability Partnership Firms registered under the Limited Liability Partnership Act, 2008 and both having their registered Office at Shrachi Tower, 8th Floor, 686 Anandapur, Kolkata - 700 107, **(3) PRIMARC PROJECTS PVT. LTD. (PANAADCP8058P) AND (4)**

PGE BUILDCON PVT LTD, (PAN AAACP0459P) both being Companies within the meaning of the Companies Act, 1956, and both having their registered office situated at 6A, Elgin Road, Kolkata 700020, P.S. Bhawanipur, P.O. Bhawanipur, hereinafter collectively referred to as the “**SECOND VENDOR**” of the **SECOND PART**

First Vendor and Second Vendor are jointly represented by their constituted attorney **Mr. Mahesh Pansari (PAN AFQPP2511J)** son of Mr. Nand Kishore Pansari , working for gain at 6A Elgin Road, P.S. Bhowanipore, P.O. Lala Lajpat Rai Sarani, Kolkata – 700020, residing at 7, Lovelock Street, P.S. Ballygunj, P.O. Ballygunj, Kolkata – 700019, being one of their constituted attorney authorized and/or empowered to sign this agreement by them under the registered power of attorney (registered with the Registrar of Additional Registrar of Assurance - III , Book No. I, CD Volume No. 1903-2016 Pages 59532 to 59571 being Deed No. 190302413 for the year 2016)-granted by them to the Attorney.

AND

PRIMARC SHRACHI PROJECTS LLP, a limited liability partnership incorporated within the meaning and under the provisions of the Limited Liability Partnership Act, 2008, having its registered Office at 6A, Elgin Road, 2nd Floor, Kolkata – 700020 P.O –Bhawanipore and P.S Bhawanipore, and having its PAN No. AAQFP8157P (represented by its authorized signatory _____, son of _____, by faith _____, by profession _____, having his PAN No. _____ and residing at _____) hereinafter referred to as **PROMOTERNO. 2** of the **THIRD PART**.

(The First Vendor and the Second Vendor are collectively referred to as the “**Promoter No. 1**” and collectively the Promoter No. 1 and Promoter No. 2 are hereafter together referred to as the “**Promoters**”.)

And

[If the Allottee is a Company]

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

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____ hereinafter referred to as the “**ALLOTTEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said Partnership, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and a Partnership).

[OR]

[If the Allottee is an Individual]

Mr./Ms. _____, (Aadhar no. _____) son /daughter

of _____, aged about _____ residing at _____, (PAN _____), hereinafter called the “ALLOTTEE” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the allottee’s heirs, executors, administrators, successors-in-interest and permitted assigns).

(Repeat above for Joint Allottees, if any)

[OR]

[if the Allottee is an LLP]

_____ LLP, (PAN _____) a Limited Liability Partnership having its principal place of business at _____, (PAN _____), represented by its authorized signatory _____, Aadhar no. _____, PAN _____, duly authorized vide meeting dated _____, hereinafter referred to as the “ALLOTTEE” which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners are partners for the time being of the LLP and/or the Partner’s legal heirs, executors administrators, successors-in-interest and permitted assigns)

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____) hereinafter referred to as the “ALLOTTEE” of the FOURTH PART (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and the irrespective heirs, executors, administrators and permitted assigns).

(The “Promoter No.1” and “Promoter No.2” along with the Purchaser shall hereinafter, collectively, be referred to as the “Parties” and individually as a “Party”.)

DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires-

- (a) “**Act**” means the West Bengal Housing Industry Regulation Act, 2017(West Ben. Act XLI of 2017);
- (b) “**Rules**” means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing industry Regulation Act, 2017;
- (c) “**Regulations**” means the Regulations made under the West Bengal Housing industry Regulation Act, 2017;
- (d) “**Section**” means a section of the Act.

WHEREAS:

- A.** The First Vendor and the Second Vendor (collectively Promoter No.1) are the absolute and lawful owners of the property shown in **RED** border on **Plan – “A”** annexed hereto and more fully described in **Part I** and **Part II** respectively of the **FIRST SCHEDULE** hereto (the “**SAID LAND**”) as per the devolution of title of the Said Land more fully described in the **SECOND SCHEDULE** hereto.
- B.** The Said Land is earmarked for the purpose of building one integrated residential cum commercial building consisting of basement, ground and 14 (fourteen) upper floors to be known as “**AANGAN**” comprising of self contained independent residential flats in two Blocks and also commercial shops/units/office/show room and other spaces on the Ground and First Floor of the First Block. (the “**COMPLEX**”).

- C.** The Promoter No.2 have entered into a Development Agreement dated the 13th day of April 2016 for development of the Complex on the terms and conditions mentioned therein which agreement is registered in the office of “Additional Registrar of Assurances – IV, Kolkata, in Book No. I Volume No. 1904-2016, Pages 139067 to 139136, being numbered 190403635 for the year 2016 (the “**SAID AGREEMENT**”).
- D.** In terms of the Said Agreement the Promoter No.1 and each of them have granted a power of attorney to the representative of Promoter No. 2 being Mr. Mahesh Pansari and Mr. Sanjeev Agarwal jointly and/or severely, to enable the Promoter No. 2 to do various work for development of the Complex which power of attorney is registered in the office of “Additional Registrar of Assurance – III, Kolkata, in Book No. IV, Volume No. 1903-2016 Pages 59532 to 59571, being numbered 190302413 for the year 2016 (the “**POA**”).
- E.** The Promoter No.2 is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land and/or the Project Land on which Project is being constructed has been duly completed.
- F.** The Promoter has already obtained the building plan sanctioned from the authorities having permit bearing No. 857 dated: 08/06/2018, duly granted/sanctioned by South Dumdum Municipality for development of the Complex at the Said Land (the “**SAID PLAN**”);
- G.** The Promoter agrees and undertakes that it shall not make any changes to the Said Plan except in strict compliance with the provisions of the Act and other laws as applicable;

- H.** The Promoters have registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ and the Registration No. _____.
- I.** The Allottee has applied for allotment of an apartment in the said Complex under development vide application No. [■] dated [■] and has been allotted an apartment (morefully described in the FOURTH SCHEDULE hereunder written and collectively the said “APARTMENT” and a floor plan showing the Apartment in “RED” border thereon is annexed hereto and marked as “ANNEXURE-A”) being No.[■]having carpet area of [■] square feet, on the[■]floor in block no. [_■_] of the Complex along with [■]Nos. covered parking/open parking/Basement/ Mechanical Car Parking No. [■] admeasuring [■] square feet, more or less, also along with balcony/verandah admeasuring approximately [■] square feet, more or less, and along with Open Terrace [■]having carpet area of [■] square feet, more or less, if applicable, as permissible under applicable law, and/or together with pro rata share in the common areas of the Complex, which common areas and/or as defined under clause (m) of Section 2 of the Act to the extent applicable to the Complex. Which is defined in PART-I of the THIRD SCHEDULE hereunder written (the “COMMON AREAS”).
- J.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- K.** The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- L.** The Parties clearly understood that, registration of this agreement is **mandatory** as **prescribed under** the provisions of the Act and the Parties will comply with this mandatory requirement. In case of failure and/or non-compliance of this mandatory

requirement by the Parties or any of them, then, and in such event, this Agreement shall be deemed to have been cancelled and the consequences arising out therefrom as mentioned elsewhere in this Agreement will follow.

M. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

N. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, **the Promoters** hereby agree to sell, in the manner **mentioned** below, and the Allottee hereby agrees to purchase the said Apartment, as specified in para "I" above in the manner mentioned below.

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

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter s agree to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as more fully described in the **FOURTH SCHEDULE** herein below.

1.2 The Total Price for the Apartment based on the carpet area of the Apartment is Rs._____-/- (Rupees ___ only) as per the details given in Part-I of the "**FIFTH SCHEDULE**" hereunder written (the "**TOTAL PRICE**")

1.3 The Total Price has been arrived at in the following manner:

| I. No. | Description | Rate Per Square Feet (In INR) | Amount (In INR) |
|--------|---|---|--------------------------------------|
| A. | <p>Unit Price:</p> <p>a) Cost of Apartment/unit</p> <p>b) Cost of exclusive balcony or verandah areas</p> <p>c) Cost of Open Terrace areas</p> <p>d) Proportionate cost of Common Areas.</p> <p>e) Covered /Open Parking /Basement/ Mechanical Car Parking</p> <hr/> | <p><i>[Please specify square feet rate]</i></p> | <p><i>[Please specify total]</i></p> |
| | <hr/> <p style="text-align: center;">Sub-Total</p> | | <hr/> |
| B. | <p>Other Charges:</p> <p>(a) Proportionate share of costs, charges and expenses of Generator Rs. 25,000/- per KVA (1 KVA For 2 bedroom apartment & 1.5</p> | <p>(a)_____</p> | |

| | | |
|---|---|---|
| | <p>KVA for 2.5 & 3 bedroom (or above) apartment.)</p> <p>(b) Proportionate share of installation of Transformer and electricity charges calculated @ Rs _114/- per sq. ft.</p> <p>(c) Contribution for becoming Member of the Association.</p> <p>(d) Legal/documentation Charges per Apartment.</p> <p>(e) Club Charges per Apartment calculated @ Rs. 75_-/- per Sqft.</p> <p>(f) Interest Free advance common area maintenance charges for 24 months @ Rs. 108_-/- per Sqft to be paid as per notice of possession.*</p> <p style="text-align: center;"><hr/>Sub-Total</p> | <p>(b) _____</p> <p>(c) Rs.5,000/- (Rupees Five thousand) only</p> <p>(d) Rs 25,000/- (Rupees Twenty Five thousand) only</p> <p>(e) _____</p> <p>(f) _____</p> <p style="text-align: center;"><hr/></p> |
| C | Total GST (Goods and Service Tax) | _____ |
| | Total Price (A + B+C) | |

In addition to the aforesaid Total Price, the following charges shall be paid at actuals/or as mentioned by the Promoter as per payment schedule:

- (a) Cost of Electric Meter;
- (b) Stamp Duty/Registration Charges/Commissioning charges and other Incidental Expenses;
- (c) Charges for mutation and separate assessment of the Apartment mutation fee, if any, and other miscellaneous charges and incidental charges in relation to the mutation;
- (d) Costs charges and expenses for providing satellite cable TV connection per such connection
- (e) Costs for providing MS Grill for the Windows, plus applicable taxes, if required; and;
- (f) Interest Free Sinking Fund @ Rs 76_/- per sq. ft. amounting to Rs _____.

Notes:

** Interest Free advance common area maintenance charges has been calculated on a proposed estimated cost and may vary as per actuals at the time of possession*

The above-mentioned Advance common area maintenance and Sinking Fund shall be taken by the Promoter in the name of the interim body/Association and on its behalf, if such body formed by the time the payment is taken and of not then in the name of the Promoter. The sinking fund, if taken by the Promoter in its own name, shall be transferred by the Promoter to the association of the apartment owners upon its formation.

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment.
- (ii) The Total Price above 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 Project to the association of allottees after obtaining the completion certificate.

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the said 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. 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 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 wiring, electrical connectivity to the Apartment, lift, water line and plumbing, tiles, doors, windows, fire detection and fire fighting equipment in the Common Areas, maintenance deposits and other charges as mentioned in clause 1.2 above and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, costs/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments 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 The Allottee(s) shall make the payment as per the payment plan set out in **Part-II** of the **FIFTH SCHEDULE** hereto (the “**PAYMENT PLAN**”).
- 1.5 It is agreed that the Promoter shall not make any additions and/or alterations in the sanction plans, lay-out plans and specifications and the nature of fixtures, fittings and amenities described herein in **SIXTH SCHEDULE** (which shall be in conformity with the advertisement, prospects etc on the basis of which sale is effected) in respect of the Apartment without the previous written consent of the Allottee, as per the provisions of the Act, provided that, the Promoter may make such minor additions or alterations, as may be required by the Allottee or such minor changes or alteration as per the provisions of the Act.
- 1.6 The Promoter shall confirm to the Allottee the final carpet area of the Apartment that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate (or such other certificate by whatever name called is issued by the competent authority) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area, then the Promoter shall refund the excess money paid by the Allottee within 45 (forty five) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is an increase in the carpet area, which is not more than three percent of the carpet area of the apartment allotted to the allottee, the Promoter may demand that from the Allottee as per the next

milestone of the Payment Plan as provided in **PART-II** of the **FIFTH SCHEDULE**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

- 1.7 Subject to para 10.3 below the Promoter No.2 agrees and acknowledges, that the Allottee shall have the right to the Apartment, as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment;
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use all Common Areas along with other occupants, maintenance staff etc. of the Complex, without causing any inconvenience or hindrance to them. It is clarified that the Promoter No. 2 shall hand over the Common Areas to the association of allottees after duly obtaining the completion certificate of the Complex from the competent authority as provided in the Act.
 - (iii) The computation of price of the Apartment includes recovery of price of land, construction of (not only the Apartment but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, waterline and plumbing, finishing with tiles/mosaic flooring, (as agreed) doors, windows, fire detection and fire fighting equipment, (only to the extent, as required under the relevant law(s)) in the common areas, maintenance charges as per para 12 etc and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Complex.

- (iv) The Allottee has the right to visit the Complex site to assess the extent of development of the Complex and the Apartment, as the case may be. .
 - (v) The computation of the price of the Apartment also includes the cost of the garage/covered parking/ basement parking/open parking/Mechanical Car Parking etc, if any, allotted to the Allottee by the Promoter No. 2, and as mentioned in the **FOURTH SCHEDULE** hereto.
- 1.8 It is made clear by the Promoter and the Allottee agrees that the Apartment along with the covered parking/open parking/Basement/Mechanical Car Park, as the case may be, (if any, allotted to the Allottee by the Promoter and as so mentioned in the **FOURTH SCHEDULE** hereto) shall be treated as a single indivisible unit for all purposes. It is agreed that the Complex is an independent self-contained Complex covering the Said Land and is not a part of any other Complex or zone and shall not form a part of and/or linked/combined with any other Complex in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that the Complex's facilities and amenities shall be available only for use and enjoyment of the allottees (including the Allottee herein) of the Complex.
- 1.9 The Promoter agrees to pay all outgoing before transferring the physical possession of the apartments to the allottees, which the Promoter has collected from the allottees (including the Allottee herein) for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including

mortgage loan and interest on mortgages or other encumbrances, and such other liabilities payable to competent authorities, banks(s) and financial institutions which are related to the Complex). If the Promoter fails to pay all or any of the outgoings collected by the Promoter from the allottees, (including the Allottee herein) or any liability, mortgage loan and interest thereon before transferring the apartments respectively to the allottees, then, and in such event, 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 proceeding which may be taken therefore by such authority or person.

- 1.10 The Allottee, has paid a sum of Rs, _____ (Rupees _____ only) as booking amount, being part payment towards the Total Price of the Apartment at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan (**Part-II** of the **FIFTH SCHEDULE** hereunder written) as may be demanded by the Promoter within the time and in the manner specified therein.
- 1.11 Provided that if the Allottee delays in payment towards any amount, which is payable, the Allottee shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement, the Allottee shall make all payments

and the Promoter abiding by the construction milestones, on written demand/email by the Promoter, within the stipulated time as mentioned in the Payment Plan or otherwise, through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favour of '**PRIMARC SHRACHI PROJECTS LLP**', payable at Kolkata or in the manner mentioned in the said demand/email. Outstation cheques shall not be accepted. Further, on dishonour of a cheque on any ground whatsoever, the Allottee shall be liable to pay to the Promoter a charge of INR 500/- (Indian Rupees Five hundred) plus applicable taxes, for every such dishonour.

3. COMPLIANCE OF LAW 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 amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter No.2 with such permission, approvals which would enable the Promoter No.2 to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on Allottee's part to comply with the applicable

guidelines issued by the Reserve Bank of India, the Allottee 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 No.2 accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter No.2 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 No.2 immediately and comply with necessary formalities if any under the applicable laws. The Promoter No.2 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 No.2 shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter No.2 to adjust/appropriate all payments made by the Allottee under any head(s) of dues against lawful outstanding of the Allottee against the Apartment, if any, in the Allottee's name and the Allottee undertakes not to object/demand/direct the Promoter No.2 to adjust his payments in any manner.

5 TIME IS ESSENCE:

The Promoter No.2 shall abide by the time schedule for completing the Complex as disclosed at the time of registration of the Complex with the

Authority and towards handing over the Apartment to the Allottee and the Common Areas to the association of allottees or the competent authority, as the case may be.

6 CONSTRUCTION OF THE COMPLEX/APARTMENT:

The Allottee has seen and accepted the proposed layout plan and the floor plan shown in **Annexure-A**, specifications, amenities and facilities of the Apartment/Complex as mentioned in the **SIXTH SCHEDULE** hereto and have accepted the same which has been approved by the competent authority, as represented by the Promoter No.2. The Promoter No.2 shall develop the Complex in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms of this Agreement, the Promoter No.2 undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the SDDM and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter No.2 shall constitute a material breach of the Agreement.

7 POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the Apartment - The Promoter No.2 agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas to the association of allottees is the essence of the Agreement. The Promoter No.2 assures to hand over possession of the Apartment along with ready and complete Common Areas with all specifications, amenities and facilities of the Complex in place on February,

2021, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Complex (the “**FORCE MAJEURE**”). If, however, the completion of the Complex is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter No.2 shall be entitled to the extension of time for delivery of possession of the Complex , provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter No.2 to implement the Complex due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter No.2 shall refund to the Allottee the entire amount received by the Promoter No.2 from the allotment within 45 days from that date. The Promoter No.2 shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that the Allottee shall not have any rights, claims etc. against the Promoter No.2 and that the Promoter No.2 shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession** - The Promoter No.2, upon obtaining the occupancy certificate (or such other certificate by whatever name called issued by the competent authority) from the competent authority shall within a maximum period of fifteen days from such date (the “**NOTICE OF POSSESSION**”) offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement by sending the notice of such offer by speed post/email calling upon the Allottee to take possession of the Apartment within a maximum of forty five days from the date receipt of the said Notice Of Possession by the Allottee (the “**POSSESSION DATE**”)

Provided that the conveyance deed of the Apartment in favour of the Allottee shall be executed and registered by the Promoter No.2 (subject however to the Allottee making all payments as mentioned in the **FIFTH SCHEDULE** hereto and taking possession of the Apartment in terms of the Notice Of Possession and making payment of the stamp duty, registration charges and legal charges to the Promoter No.2 as per requisition of the Promoter No.2) within three months from the date of issue of occupancy certificate as provided by the relevant laws in West Bengal. The Promoter No.2 agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter No.2. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter No.2/association of allottees, as the case may be after the issuance of the completion certificate for the Complex. The Promoter No.2 shall hand over a copy of the occupancy certificate (or such other certificate by whatever name called issued by the competent authority) of the Complex/Apartment, as the case may be, to the Allottee at the time of conveyance of the Apartment in favour of the Allottee.

- 7.3 **Failure of the Allottee to take Possession of Apartment** - Upon receiving the Notice Of Possession from the Promoter No.2, as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter No.2 within the Possession Date by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter No.2 shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, and/or even after the expiry of the Possession Date,

such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2 and the same shall be treated as Deemed Possession.

7.4 Possession by the Allottee - After obtaining the occupancy certificate or such other certificate by whatever name called issued by the competent authority, and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter No.2 to hand over the necessary documents and plans, including for Common Areas, to the association of allottees or the competent authority, as the case may be, as per local laws i.e, the West Bengal Apartment Ownership Act, 1972, as amended up to date which provides for submission of the property comprised within the Complex within three years from the date of completion certificate issued by the competent authority and to have the association of allottees formed in the manner provided in the Act.

7.5 Cancellation by Allottee –

The Allottee shall have the right to cancel/withdraw his/ her/ its allotment in the Complex as provided in the Act.

Provided that, where the Allottee proposes to cancel/withdraw from the Complex without any fault of the Promoter No 2, the Promoter No.2 herein shall be entitled to forfeit the Booking Amount paid for the allotment, along with the interest liabilities, and together with deduction of such other tax/levy as may be applicable at the time of such withdrawal by the Allottee. The balance amount of money paid by the Allottee shall be returned by the Promoter No.2 to the Allottee within 45 (forty five) days of such

cancellation. Such refund shall be made without any interest or compensation and all charges and expenses that may be incurred by the Promoter No.2 in making such refund shall be borne by the Allottee.

Upon withdrawal or cancellation of allotment by the Allottee under this Agreement, the Promoter No.2 shall have the right to re-allot the Apartment to any third party thereafter and the prior allotment in favour of the Allottee will stand cancelled. All rights of the Allottee under any allotment letter issued or this Agreement shall also stand terminated.

7.6 **Compensation –**

The Promoter No. 2 shall compensate the Allottee in case of any loss caused to him due to defective title of the Said Land, on which the Complex is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter No 2 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 date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act or for any other reason, the Promoter No. 2 shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Complex , without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, along with interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent)

per annum, as prescribed in the Rules within 45 (forty-five) days of it becoming due.

Provided That where the Allottee does not intend to withdraw from the Complex shall pay the Allottee interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as 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 No.2 to the Allottee within 45 (forty-five) days of it becoming due.

8. REPRESENTATION AND WARRANTIES OF THE PROMOTERS:

The Promoters hereby represent and warrant to the Allottee as follows:

- (i) The Promoter No.1 has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the Said Land and absolute, actual, physical and legal possession of the Said Land for the Complex;
- (ii) The Promoter No.2 has lawful rights and requisite approvals from the competent Authorities to carry out development of the Complex;
- (iii) There are no encumbrances upon the Said Land or the Complex except that the Promoter No. 2 has taken a loan Kotak Mahindra Investments Limited against security of the Said Land and the construction having already been made and/or being made. The Promoter No. 2 shall cause the said bank(s)/financial institution(s), if necessary, to issue no objection letter in

favour of the Allottee/Purchaser to enable the Allottee/Purchaser to take loan from any bank or financial institution for financing the purchase of the Apartment and the Promoter No. 2 further undertake that the Promoter No. 2 shall cause the said bank(s)/financial institution(s) to release the Apartment from the mortgage created by the Promoter No. 2 on or before the Promoter No. 2 executing the deed of conveyance of the Apartment in favour of the Allottee/Purchaser and the Allottee/Purchaser will get the title of the Apartment free from all encumbrances.

- (iv) There are no litigations pending before any Court of law or Authority with respect to the Said Land, Complex or the Apartment except as stated in (iii) above.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Complex , Said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter No.2 has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Complex , Said Land, building, Apartment and Common Areas;
- (vi) The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Land, including the Complex and the said Apartment which will, in any manner, affect the rights of Allottee under this

Agreement;

- (viii) The Promoters confirms that the Promoter No.2 is not restricted in any manner whatsoever from selling the Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter No.2 shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Common Areas to the association of allottees, or the competent authority, as the case may be.
- (x) The Said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Land;
- (xi) The Promoter No.2 has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Complex to the competent Authorities till the completion certificate has been issued and possession of apartment or building, as the case may be, along with Common Areas (equipped with all the specifications, amenities and facilities as mentioned in the **SIXTH SCHEDULE** hereto) has been handed over to the Allottee and the association of allottees or the competent authority, as the case may be.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including

any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter No.2 in respect of the Said Land and/or the Complex.

9. COVENANTS & RIGHTS OF THE ALLOTTEE

9.1 The Allottee, with the intention to bring all persons into whosoever's hands the Apartment may come, hereby covenants and agrees with the Promoter as follows:

9.1.1 that the Allottee shall observe, perform and fulfil the covenants, stipulations, restrictions and obligations required to be performed by the Allottee herein, including but not limited to those mentioned in the **SEVENTH SCHEDULE** hereunder written

9.1.2 that the Allottee has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually and in a timely manner;

9.1.3 that, on and from the Possession Date, the Allottee shall at all times make timely payment of the proportionate Common Charges and Expenses to the PromoterNo.2 or the Association, as the case may be, in the manner and at such intervals and at such rates as may be decided by the Promoter No 2 or the Association, as the case may be, failing which the Promoter No 2or the Association, as the case may be, shall be entitled to take such action as it may deem fit;

- 9.1.4 that the Common Charges and Expenses shall be proportionately divided amongst the co-buyers and/or co-occupiers of the Complex, in such manner as may be decided by the Promoter No 2 or the Association, as the case be, from time to time in this regard;
- 9.1.5 that the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges, including but not limited to the Common Charges and Expenses as determined and thereafter billed by the Promoter No 2 or the Association, as the case maybe, and performance by the Allottee of all his/her/its obligations in respect of the terms and conditions specified by the Promoter No 2 or the Association, as the case maybe, from time to time;
- 9.1.6 that the Allottee shall bear and pay all the municipal taxes, rates, levies, surcharge, deposits including security deposits, assessments, together with interest thereon and all other outgoings (hereinafter referred to as “**Outgoings**”) related to the Apartment on and from the Possession Date. However, so long as the Apartment is not separately assessed for municipal taxes, rates, levies surcharges and other outgoings, the Allottee shall be liable to and will pay his/her/its proportionate Outgoings attributable to the Apartment to the Promoter No 2 or the Association, as the case may be. Further, on and from the Possession Date, the Allottee shall be liable to pay proportionately all Outgoings for the Common Areas on the basis of bills to be raised by the Promoter No 2 or the Association, as the case may be, such bills being conclusive proof of the liability of the Allottee in respect thereof;

- 9.1.7 that the Allottee shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Apartment in the records of the concerned authorities within a period of three (3) months and shall keep the Promoters indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Promoters due to non-fulfilment and/or non-observance of this obligation by the Allottee;
- 9.1.8 that the Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter No 2 or the Association;
- 9.1.9 that wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Co-buyers in the Complex, the same shall be in the proportion which the Carpet Area of the Apartment bears to the total Carpet Area of all the apartments in the Complex;
- 9.1.10 that the Allottee shall grant and shall ensure that the Association shall grant to the Promoters, the Co-buyers and/or Co-occupiers of the Complex and all their successors-in-interest/title unfettered and perpetual easements over, under and above all Common Areas;
- 9.1.11 that the Allottee shall use the Apartment or any part thereof or permit the same to be used only for residential purposes. Further, the Allottee shall use the garage or parking space allotted to them only for the purpose of keeping or parking vehicles;

- 9.1.12 that the Allottee agrees that the Promoter No 2 and the Association, shall have the right of unrestricted access to all Common Areas, garages/parking spaces and other areas of the Complex, for providing necessary maintenance services and/or carrying out electrical, plumbing and other works either over-ground or under-ground, as may be required for the Complex, and the Allottee agrees to permit the Promoter No 2 and the Association to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect;
- 9.1.13 that the Allottee hereby accepts not to alter, modify or in any manner change (1) the elevation and exterior colour scheme of the Apartment and the Building; (2) design and/or the colour scheme of the windows, grills and the main door of the Apartment; and/or (3) the common lobby; and the Allottee shall not block the common lobby by installing/fixing shoe racks and/or install/fix tiles in the balcony; also the Allottee shall not change or caused to be changed the outdoor units of AC other than specified locations.
- 9.1.14 that the Allottee hereby accepts not to alter, modify or in any manner change the structure or any civil construction in the 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;
- 9.1.15 that the Allottee hereby also accepts not to sub-divide the Apartment and the Common Areas, under any circumstances;

9.1.16 that the Allottee hereby also accepts not install any grill/collapsible gate outside the main door / entrance of the Apartment and also not to install any grill/collapsible gate on the balcony or verandah;

9.1.17 that the Allottee hereby also accepts not to change/alter/modify the name of the Building from that mentioned in this Agreement; and

9.1.18 that the Allottee hereby accepts, confirms and declares that the covenants of the Allottee as contained in this Agreement shall (A) run perpetually; and (B) bind the Allottee and his/its successors-in-title or interest and that the Allottee shall be responsible for any loss or damages arising out of breach of any of the conditions contained in this Agreement.

10. EVENT OF DEFAULTS AND CONSEQUENCES:

10.1 Subject to the Force Majeure clause, the Promoters shall be considered under a condition of Default, in the following events:

- i. The Promoter No.2 fails to provide ready to move in possession of the Apartment to the Allottee with in the time period specified in para 7.1 or fails to complete the Complex within the stipulated time disclosed at the time of registration of the Complex with the 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 occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

- ii. Discontinuance of the Promoter No.2's business as a developer on account of suspension or revocation of Promoter No.2's registration under the provisions of the Act or the Rules or Regulations made there under.

10.2 In case of Default by Promoter No.2 under the conditions listed above, the Allottee is entitled to the following:

- (i) Stop making further payments to the Promoter No.2 as demanded by the Promoter No.2. If the Allottee stops making payments, the Promoter No.2 shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter No.2 shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Unit, along with interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules, within 45 (forty five) days of receiving the termination notice.:
- (iii) Provided that, where the Allottee does not intend to withdraw from the Complex or terminate the Agreement, he/she/it shall be paid, by the Promoter, interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as 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 the same becoming due.

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

- (i) In case the Allottee fails to make payment for two consecutive demands made by the Promoter No. 2 as per the Payment Plan, of any amount due and payable by the Allottee under this Agreement (including his/her/its proportionate share of taxes, levies and other outgoings) despite having been issued notice in that regard. It is further clarified that, reminders and or notices for payment of instalments or notice for rectification of default as per the Payment Schedule shall also be considered as Demand for the purpose of this clause. In such event the Allottee shall be liable to pay to the Promoter No. 2, interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules, on all unpaid amounts from the date the amount is payable by the Allottee.

- (ii) Without prejudice to the right of the Promoter No. 2 to charge interest in terms of Clause 10.3 (i) above, in case the default by the Allottee under Clause 10.3 (i) above continues for a period beyond two consecutive months after notice for rectification of default from the Promoter No. 2 in this regard, the Promoter No 2, at its own option, may cancel the allotment of the Apartment in favour of the Allottee and terminate this Agreement and refund the money paid to the Promoter No 2 by the Allottee after deducting the Booking Amount and the interest liabilities and after deduction of such other tax/levy as may be applicable at the time of such termination by the Promoter, and this Agreement and any liability of the Promoter No. 2 shall thereupon stand terminated.

- (iii) Provided that, the Promoter shall intimate the Allottee about the Promoter's intention to terminate this Agreement by a written notice of at least 30 (thirty) days prior to such termination.

- (iv) On and from the date of refund of the amount as mentioned in Clauses 10.2 and 10.3 (ii) above, as the case may be, this Agreement shall stand cancelled automatically without any further act from the Allottee and the Allottee shall have no right, title and/or interest on the said Apartment, the Complex and/or the Said Land or any part or portion thereof, and the Allottee shall further not be entitled to claim any charge on the said Apartment and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the Parties.

- (v) For the avoidance of doubt, it is hereby clarified that the Promoter No. 2 shall not be held liable, in any manner whatsoever, for any delay in receipt/non-receipt of any refund by the Allottee in accordance with the terms of this Agreement, for any reason, including but not limited to, any delay by the Indian postal authority or due to a change in address of the Allottee (save as provided in this Agreement) or loss in transit.

11. CONVEYANCE OF THE APARTMENT:

The Promoters on receipt of Total Price of the Apartment, as per para _1.2_ above and as mentioned in the FIFTH SCHEUDLE below from the Allottee, shall execute a conveyance deed and convey the title of the Apartment (within

three months from the date of Completion Certificate or such other certificate by whatever name called issued by the competent authority but within a maximum period of 3 months from the Date of Completion Certificate) to the Allottee. In case, however, the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in favour of the Allottee till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

12. MAINTENANCE OF THE APARTMENT/ COMPLEX:

Promoter No 2 shall be responsible to provide and maintain essential services in the Complex till the taking over of the maintenance of the Complex by the Association of Allottees upon the issuance of the completion certificate or such other certificate by whatever name called issued by the competent authority of the Complex.

The cost of such maintenance from the date of the Allottee taking over physical possession and/or from the Possession Date, (as mentioned in 7.1 above) whichever is earlier, is payable by the Allottee for the Apartment proportionately as per the rates to be calculated on per square feet basis (of the carpet area of the Apartment) and/or in the manner as provided in this agreement and/or as may be so decided by the Promoter and/or the association of allottee, as the case may be FIFTH SCHEDULE.

12.1 INTERIM MAINTENANCE PERIOD

During the interim maintenance period between obtaining of the completion certificate of Complex and formation and operationalization of the Association the Promoter No 2 shall through itself or through a facility management company constitute a committee to run, operate, manage and maintain the Common Areas.

- 12.1.1 The Promoter No 2 shall endeavour that the committee responsible for the maintenance and operation of the Common Areas will be required to provide manpower for maintaining the Common Areas, wherever required, and to collect maintenance charges and the user charges for the utilities being provided on “pay by use” basis ,if any.
- 12.1.2 The Promoter No 2 shall be responsible to provide and maintain essential services in the Complex till the taking over of the maintenance of the Complex by the Association as provided in this Agreement. The cost of such maintenance shall be borne and paid by the Allottee proportionately for the Apartment.
- 12.1.3 The maintenance and management of Common Areas by the committee will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMC’s etc. It will also include safety and security of the Complex such as fire detection and protection and management of general security control of the Apartment.

12.1.4 The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period shall be framed by the Promoter with such restrictions as may be necessary for proper maintenance and all the allottees are bound to follow the same.

12.1.5 After the Common Areas of the Complex 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.

12.2 FORMATION OF ASSOCIATION

12.2.1 The Promoter No 2 shall, in accordance with Applicable Laws, call upon the respective apartment owners to form an association (“ASSOCIATION”), and it shall be incumbent upon the Allottee to join the Association as a member and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the same. The Allottee shall pay the necessary subscription and/or membership amounts, together with the proportionate costs and expenses for (i) formation of the Association, and (ii) transfer of the Common Areas to the Association, including but not limited to stamp duty and registration costs, if any. The Allottee hereby authorizes the Promoter No 2 to take all necessary steps in this connection on his/her/their/its behalf, and further the Allottee shall comply with and/or adhere to all the Applicable Laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association.

12.2.2 Each Apartment/unit in the Complex shall represent one (1) share, irrespective of the number of persons owning such Apartment/unit. Further, in the event an Apartment/unit is owned by more than one (1) person, then the person whose name first appears in the nomenclature of this Agreement as the Allottee shall only be entitled to become a member of the Association. In the event that the Allottee is a minor, the local guardian of such minor shall become a member of the Association. A tenant or licensee of the Allottee shall not be entitled to become a member of the Association.

12.2.3 Upon formation of the Association, the Promoter No 2 shall handover the Common Areas, together with the relevant documents and plans pertaining thereto, to the Association within such time period and in such manner as prescribed under Applicable Laws (hereinafter referred to as the “**HANDOVER DATE**”). Save as provided herein, on and from the Handover Date, the Association shall inter alia become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations etc., as may from time to time have been procured/ obtained/ entered into by the Promoter No 2 and the Association shall take the responsibility for proper safety and maintenance of the Complex and of upkeep of all fixtures, equipment and machinery provided by the Promoter, and the Promoter No 2 shall immediately stand discharged of any liability and/or responsibility in respect thereof, and the Allottee and the Association shall keep each of the Owner and the Promoter fully safe, harmless and indemnified in respect thereof.

12.2.4 The Allottee agrees and undertakes to deposit a non-interest bearing security deposit (as specified in the Payment Plan) with the Promoter No 2, which deposit shall be pooled into a Sinking Fund (“**Sinking Fund**”). The Allottee further agrees and acknowledges that such Sinking Fund shall be handed over to the Association by the Promoter No 2, without any interest, after adjusting/deducting therefrom all amounts then remaining due and payable by the Allottee and the several Co-Buyers of the Complex to the Promoter No 2 , together with interest thereon. Such amount(s), if any, thus transferred shall be held by the Association on behalf of and on account of the Allottee and the several Co-Buyers of the Complex inter alia as a sinking fund. The Allottee undertakes to make good and pay to the Association all such amounts that may be deducted/adjusted as aforesaid by the Promoter No 2 as due and payable by the Allottee and/or to replenish any shortfalls caused on account of the Allottee. Further, it is hereby agreed that the Promoter No 2 shall not be held liable, in any manner whatsoever, for any shortfall in the Sinking Fund due to the above adjustments or otherwise after the handover of the Sinking Fund by the Promoter No 2 to the Association and the Allottee and the Association shall jointly and severally keep the Promoter No 2 indemnified for the same.

12.2.5 The Allottee acknowledges and agrees to allow the Promoter No 2 to adjust any receivables and/ or dues towards the Common Charges and Expenses from the Sinking Fund before the same is handed over to the Association. The Allottee hereby agrees and undertakes to bear all taxes that may be levied on the Promoter No 2 on account of making such

adjustments and/or on account of the Promoter No 2 transferring/handing over the Sinking Fund to the Association. On any such adjustments being made from the Sinking Fund, the Allottee hereby undertakes to make good the resultant shortfall in the Sinking Fund within 15 (fifteen) days of a demand made by the Association with respect thereto.

12.2.6 The Promoter No 2 and/or the Association, as the case may be, shall be entitled to invest the Sinking Fund in such securities and in such manner as the Promoter No 2 and/or Association, as the case may be, may think fit and apply the income for the purpose of repairs, maintenance, security and upkeep of the Complex. Such payment towards the Sinking Fund shall not absolve the Allottee of its obligation to pay the applicable maintenance charges in terms of this Agreement.

12.2.7 The Allottee acknowledges that it/he/she shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the Building and/or the Complex by the Promoter No 2 or the Association, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations which may be framed and/or be made applicable to all the apartment owners or occupiers of the Building and/or the Complex.

12.2.8 The Allottee expressly agrees and acknowledges that it is obligatory on the part of the Allottee to regularly and punctually make payment of the proportionate share of the Common Charges and Expenses and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the

right of the Co-Buyers and/or Co-Occupiers in the Complex.

12.2.9 Further, the Allottee agrees and undertakes to pay all necessary deposits/charges to the Promoter No 2 or the Association, as the case may be, including the interest free security deposit(s) payable to the concerned statutory bodies/ authorities or other entities, each as may be determined by the Promoter No 2 or the Association, as the case may be, each within such timelines as may be prescribed by the Promoter No 2 or the Association, as the case may be.

12.2.10 Without prejudice to the rights available under this Agreement, in the event that any amount payable to the Promoter No 2 or the Association is not paid within 2 (two) months from the date of the notice in this regard, the Promoter No 2 or the Association, as the case may be, shall also be entitled to take such further steps as it may reasonably determine for recovery of the said amounts.

13. DEFECT LIABILITY:

13.1 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 this Agreement relating to such development, is brought to the notice of the Promoter by the Allottee within a period of five (5) years from the date of handing over possession of the Apartment, the Promoter shall be responsible to rectify such defects without further charge, within 30 (thirty) days and in the event of the Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under Applicable Laws for the time being in force. Provided that, the Promoter shall not be liable for any defect or deficiency occasioned on account of any act or omission on the part of the Allottee or any authority or third party over whom the Promoter has no control or any defect or deficiency which is not

attributable to the Promoter. Provided further that, the Promoter shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party, unless it results in a structural defect.

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

13.2.1 If there are changes, modifications or alterations 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 for any defects in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;

13.2.2 If there are changes, modifications or alterations in electrical lines and wirings after handing over possession of the Apartment unto the Allottee, the Promoter will not take any responsibility for any defects in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;

13.2.3 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;

13.2.4 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 defects like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be the responsibility of the Promoter;

13.2.5 Different materials have different coefficient of expansion and contraction and as such because of this difference, there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and need to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get the same rectified at its own cost;

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

- 13.2.7 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 fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof; and/or
- 13.2.8 If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

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 the 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 8.1 hereinabove..

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter No.2/maintenance agency/Association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and open parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Association of allottees and/or maintenance agency to enter into the Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE:

Use of Basement and Service Area: The basement(s) and service areas, if any, as located within the Complex shall be earmarked for

purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per the Said Plan and/or the sanctioned plan. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of allottees formed by the Allottees or caused to be formed for the allottees for rendering maintenance services.

16. COMPLIANCE WITH RESPECT TO THE UNIT

16.1 Subject to para 13 above, the Allottee shall, after taking possession, be solely responsible to maintain the Unit at the Allottee's 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 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, pipe and appurtenances there to or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

16.2 The Allottee further undertakes, assures and guarantees that the Allottee 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 Complex, building therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Unit.

- 16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter No.2 and thereafter the Association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

18. ADDITIONAL CONSTRUCTIONS:

The Promoter No.2 undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Complex after the Said Plan has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

19. PROMOTER NO.2 SHALL NOT MORTGAGE OR CREATE

CHARGE:

After the Promoter No.2 executes this Agreement the Promoter No.2 shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment .

20. APARTMENT OWNERSHIP ACT

The Promoter No.2 has assured the Allottee that the Complex in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972 as amended up to date and/or other applicable local laws in the state of West Bengal and the Promoter No.2 has duly complied with and/or will comply with all such laws/regulations as applicable.

21. BINDING EFFECT:

Forwarding of this Agreement to the Allottee by the Promoter No.2 does not create a binding obligation on the part of the Promoter No.2 or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30(thirty)days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter No.2. If the Allottee fails to execute and deliver to the Promoter No.2 this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the concerned Registrar for its registration as and when intimated by the Promoter No.2, then the Promoter No.2 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.

22. ENTIRE AGREEMENT:

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

23. RIGHT TO AMEND:

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

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE:

The Promoter No.2 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 as mentioned in the **FIFTH SCHEDULE** hereto 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 No.2 in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter No.2 to exercise such discretion in the case of other Allottees.

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 hand every provision.

26. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 Complex, the same shall be the proportion which the carpet area of the Unit bears to the total carpet area of all the Units in the Complex.

28. FURTHER ASSURANCES:

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

29. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter No.2 through its authorized signatory at the Promoter No.2's Office, or at some other place, which may be mutually agreed between the Promoter No.2 and the Allottee in Kolkata after the Agreement is duly executed by the Allottee and the Promoter No.2 simultaneously with the execution the said Agreement shall be registered at the office of the concerned Sub-Registrar at Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. NOTICES:

That all notices to be served on the Allottee and the Promoter No.2 as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter No.2 by Registered Post at their respective addresses specified below:

Name of Allottee

(Allottee Address)

M/s PRIMARC SHRACHI PROJECTS LLP

6A, Elgin Road, 2nd Floor, PO – Bhawanipore and PS Bhawanipore, Kolkata –

700020

It shall be the duty of the Allottee and the Promoter No.2 to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter No.2 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 No.2 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 Unit, prior to the execution and registration of this Agreement for Sale for the Unit, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made there under.

33. GOVERNING LAW:

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

34. NOMINATION BY ALLOTTEE WITH CONSENT:

The Allottee admits and accepts that after the Lock in period and 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 12 (Twelve) 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 @ 2% of the Unit Price or the **Nomination Price** whichever is higher, plus applicable taxes, 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 or children of the Allottee. Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Allottee paying to the Promoter agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. 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.

35. 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 adjudicating officer appointed under the Act.

36. CLUB FACILITIES

36.1 The Allottee shall be entitled to the facilities of a club within the Project ("**Club**") along with the Co-Buyers and/or Co-Occupiers of the Project. The operational costs/charges of the Club shall form part of the Common Charges and Expenses.

36.2 It is expressly made clear that the membership of the Allottee to the Club shall be transferred upon the Allottee transferring the Apartment in favour of a third party. The Club membership can only be used by the Allottee and his /her immediate family members in accordance with the rules and regulations of the Club. Nothing contained in this Agreement shall be deemed to confer any right on a subsequent transferee, tenant, lessee or licensee of the Apartment to be entitled to use the facilities of the Club on the basis of being in possession of the Apartment alone.

36.3 The rights and obligations of the Allottee as a member of the Club and the detailed terms and conditions of membership and rules and regulations governing use of the Club facilities will be formulated by the Promoter or the Association, as the case may be, in due course and circulated to members before the Club is made operational. The Allottee agrees, undertakes and covenants to abide by such rules and regulations and make payment of all periodic subscriptions and other expenses relating thereto.

36.4 On failure of the Allottee to regularly pay the charges, subscription, etc. in respect of the Club, the Promoter or the Association, as the case may be, shall be entitled to restrict the Allottee's entry to the Club and withdraw all the privileges of the Club to the Allottee, and the Allottee hereby gives his/her/its unfettered consent to the same.

36.5 If the Allottee bring guests to use the Club facilities, the Allottee will be required to pay guest charges in accordance with the rules and regulations of the Club.

36.6 The Allottee hereby agrees and acknowledges that some of the facilities at the Club shall be available to the members of the Club, subject to payment of the monthly subscription only, while other facilities will be available on "pay by use" basis over and above the monthly subscription or such other basis as may be decided by the Promoter/Association.

36.7 Detailed terms and conditions of the Club membership, different charges and rules and regulations governing the usage of the Club will be

formulated in due course and circulated to all the members and the same will be binding on all the members (including additional members).

THE FIRST SCHEDULE ABOVE REFERRED TO

(SAID LAND)

The Part One Property and the Part Two Property as mentioned below are collectively referred to as the Said Land

(Part – I)

ALL THAT piece and parcel of the land measuring an area of 30 cottahs out of 5 (Five) Bighas, 2 (Two) Cottahs 8 Chittacks and 2 Sq. Ft. be the same a little more or less situated and/or lying at Premises No. 14 Dum Dum Cossipore Road, P.S. Dum Dum, Kolkata -700074, within the municipal limit of the South Dum Dum Municipality, and comprised of R.S. Dag nos. 248(P) and 801(P), R.S. Khatian Nos. 4, 217, and 634 corresponding to L.R. Dag Nos. 257(P), 604(P) and 608(P) under L.R. Khatian Nos. 7119, 7120, 7121 and 7122 of Mouza Satgachi, J.L. No. 20, Touzi No. 3083, Holding No. -23, District- 24 Parganas (North), under Sub - Registration Office Cossipore Dum Dum, North 24 Parganas, as shown and delineated in the map or plan annexed hereto and bordered in **GREEN** thereon.

(Part – II)

ALL THAT piece and parcel of the land measuring an area of 57 Cottahs 8 Chittacks and 02 sq. ft. out of 5 (Five) Bighas, 2 (Two) Cottahs 8 Chittacks and 2 Sq. Ft. be the same a little more or less after physical measurement situated and/or lying at the Premises No. 14 Dum Dum Cossipore Road, P.S. Dum Dum, Kolkata -700074, District- 24 Parganas (North), Holding No. -23, comprised of R.S. Dag nos. 248(P),

249, 250(P) and 801(P), R.S. Khatian Nos. 4, 217, and 634 corresponding to L.R. Dag Nos. 257, 258, 600, 604 and 608 under L.R. khatian Nos. 7123 and 7124 of MouzaSatgachi, J.L. No. 20, Touzi No. 3083 within the Municipal Limit of the South Dum Dum Municipality, under sub - Registration Office Cossipore Dum Dum, North 24 Parganasas shown and delineated in the map or plan annexed hereto and bordered in **RED** thereon.

Both the said land (Part I and part II) is situated as follows:-

| L.R. Dag No | L.R. Khatian Nos | Land area |
|--------------|--|----------------------------------|
| 257 | 7119, 7120, 7121, 7122, 7123 and 7124 | 18 Cottahas 8 Chittacks 2 sq.ft. |
| 258 | | 18 Cottahas |
| 600 | | 1 Cottaha |
| 604 | | 8 Cottahas |
| 608 | | 42 Cottahas |
| Total | | 87 Cottahas 8 Chittacks 2 sq.ft. |

The said land (part I and Part II) butted and bounded are as follows:-

ON THE NORTH: By 19000 MM wide Dum Dum Cossipore Road and Retained land by Tarun Kumar Roy and Dilip Kumar Roy.

ON THE SOUTH: By premises Nos. 22, 17/3, 39/1, 43/1, 43/2, 76/1, 44/1, and 68 Ananda Mohan Bose Road.

ON THE EAST: Premises No. 14B Dum Dum Road

ON THE WEST : By 14/4, 14/5, 14/9 & 14/10 Dum Dum Cossipore Road and

THE SECOND SCHEDULE ABOVE REFERRED TO

(Devolution of Title)

- (i) One Jugal Kishore Roy (since deceased), who was a Hindu governed by the Dayabhaga School of Hindu Law, during his lifetime, was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** Premises No. 14, Dum Dum Cossipore Road, P.S. Dum Dum containing by estimation an area of 1.85 Acres but on physical measurement, the same was measured to have an area of 5 (Five) Bighas 2 (Two) Cottahs 8 Chittacks and 02 Sq. Ft, be the same a little more or less, together with a two storied dilapidated building structure, sheds and outhouses standing thereon situate lying within the municipal limit of the South Dum Dum Municipality (the “**ENTIRE PROPERTY**”).
- (ii) The said Jugal Kishore Roy died testate on 25th July 1965, after having made and published his Last Will and Testament dated 29th January 1964 whereby and whereunder amongst others he gave bequeathed and devised the Entire Property unto and in favour of his two sons, namely Dilip Kumar Roy and Tarun Kumar Roy, the First Vendor herein; in equal shares.
- (iii) In pursuance of an application for probate filed in the Hon’ble High Court, Calcutta in its Testamentary and Intestate Jurisdiction being No. 145 of 1967 by an order dated 19th August 1967, probate in respect of the said Will of Jugal Kishore Roy has been granted and the estate of the said Late Jugal Kishore Roy has been fully administered.
- (iv) In the events as recited hereinabove, the First Vendor thus jointly became entitled to the Entire Property each one of them being entitled to undivided half share or interest therein.
- (v) Thereafter, due to some diverse reasons the First Vendor had jointly decided to, after retaining 15 Cottahs of land (the “**RETAINED PROPERTY**”) for their personal residences, to dispose of the remaining 87 Cottahs 8 Chittacks and 02 Sq. ft. of the land of the Entire Property or portions thereof as may be so required and/or as so decided by them.

- (vi) The First Vendor, on 14th December, 2012, by a registered Deed of Conveyance, sold, transferred and conveyed to the Second Vendor herein, **ALL THAT** 30 cottahs of land, being a demarcated portion of the Entire Property morefully and particularly described in the Second Schedule thereunder written and also mentioned in **PART-1 of the First Schedule** below (the “**PART ONE PROPERTY**”) and the said Conveyance was duly registered at the Office of A.D.S.R. Cossipore, Dum Dum, registered therein recorded in Book No. 1, CD Volume no 30, Pages from 3328 to 3349, being No.12642 for the year 2012.
- (vii) In the events as recited hereinabove, the Second Vendor became absolutely seized and possessed of and/ or otherwise well and sufficiently entitled to the **PART ONE PROPERTY**.
- (viii) The First Vendor (after retaining the Retained Property and after selling the Part One Property to the Second Vendor) have agreed to cause to be developed the remaining 57 Cottahs 8 Chittacks and 02 sq. ft. of land, more or less, forming the remaining part of the Entire Property, which is more fully and particularly mentioned and described in **Part-II of the First Schedule** below (the “**PART TWO PROPERTY**”).
- (ix) The Second Vendor has also decided to cause the Part One Property owned by it to be developed alongwith Part Two Property of the First Vendor.
- (x) The Part One Property and the Part Two Property is hereafter referred to as the Said Land.

THE THIRD SCHEDULE ABOVE REFERED TO

(Common Areas)

ALL THAT the common areas, facilities, amenities and/or the portions of the Building/Project, earmarked/meant by the Promoter for beneficial common use and

enjoyment of the Purchaser/other occupants of the Building/Project and which are not earmarked/reserved for any specific person(s) or specific purpose(s) by the Promoter.

- Community Hall
- Swimming Pool and Deck
- Changing Rooms
- Indoor Games Room
- Gymnasium
- Landscaped Podium with Multipurpose badminton court
- Lifts
- Common Staircases & Ramps
- Ground Floor Lobbies
- All floor Common Lobbies and Corridors
- Natural water body
- Pond-side deck
- Kid's play area
- Open air Amphitheater
- Common Toilet at Ground Floor
- Roof Area
- Fire Refuge Platform
- All Services shafts and Ducts
- All underground tanks
- Pump Room
- Sewerage Treatment Plant
- Water treatment plant
- Open to sky DG Space

- Internal Driveway
- All other areas for common services & facilities

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Apartment)

ALL THAT Apartment No. [•] on [•] floor of the Block No. [•] having Carpet Area of [•] square feet, alongwith balcony admeasuring [•] square feet comprised of [•] Bedroom, [•] Balcony/verandah, Exclusive Terrace Area [•] square feet if applicable along with study if applicable together a *pro rata* share in [•] of the Common Areas.

PARKING SPACE

[[•] Open/Covered/ Basement[•] admeasuring approximately [135 square feet.]] Open Multilevel Car parking No. [•] admeasuring approximately [_____ square feet.]

THE FIFTH SCHEDULE ABOVE REFERRED TO

(PART – I)

(Total Price)

Rs. _____ /- (Rupees _____) only for the Apartment to be paid by the Allottee to the Promoter No.2 in the manner as mentioned in Part – II below:

(PART – II)
(Manner of Payment)

| Sl. No. | Stages of Payment | % of Payment | Amount |
|---------|--|---|--------|
| 1 | Application/Booking amount | 10% of unit cost +GST (Rs 2 lakhs + GST to be submitted at the time of filling of application form as initial booking amount. Balance within 15 days from the date application.) | |
| 2 | On Agreement - within 30 days of Application | 10% of unit cost + 50% of Legal Charges +20% of Transformer and Electricity Charges + 20% of Club Charges+ GST | |
| 3 | On Completion of Piling | 10% of unit cost +10% of Transformer and Electricity Charges + 10% of Club Charges+ GST | |
| 4 | On Completion of 2nd Floor Roof Casting | 10% of unit cost +10% of Transformer and Electricity Charges + 10% of Club Charges+ GST | |
| 5 | On Completion of 5th Floor Roof Casting | 10% of unit cost +10% of Transformer and Electricity Charges + 10% of Club Charges+ GST | |
| 6 | On Completion of 8th Floor Roof Casting | 10% of unit costs +10% of Transformer and Electricity Charges + 10% of Club Charges+ GST | |
| 7 | On Completion of 11th Floor Roof Casting | 10% of unit cost +10% of Transformer and Electricity Charges + 10% of Club Charges+ GST | |
| 8 | On Completion of Brickwork of Flat Booked | 5% of unit cost +5% of Transformer and Electricity Charges + 5% of Club Charges+ GST | |
| 9 | On Completion of Flooring of Flat Booked | 5% of unit cost +5% of Transformer and Electricity Charges + 5% of Club Charges+ GST | |
| 10 | On Completion of the Unit | 10% of unit cost +10% of Transformer and Electricity Charges + 10% of Club Charges+ GST | |
| 11 | On Notice for Possession | 10% of unit cost + 50% of Legal Charges +10% of Transformer and Electricity Charges + 10% of Club Charges+ Association Formation Charges+ | |

| | | |
|--|---|--|
| | DG Power Back Charges + Sinking Fund + Refundable Maintenance Deposit +GST | |
|--|---|--|

**THE SIXTH SCHEDULE ABOVE REFERRED TO
(Specifications, Amenities and Facilities)**

Specification: Aangan

Structure

Pile Foundation and Earth Quake Resistant RCC Structure with AAC Block Work /
Fly Ash / Red Clay Brick work

Doors & windows

Aluminium Powder Coated/ UPVC Sliding / open able windows

Seasoned hard wood Door frames

Painted Flush Doors With Cylindrical Locks.

Laminated Main Door with Night Latch of Reputed Make

Bedroom & Living Room

Provision for AC Power Points in All Bedrooms, Living and Dining.

DTH TV wiring in Living / Dining & Master Bedroom

Adequate Electrical Points in All Bedrooms, Living/Dining, Kitchen & Toilets.

Vitrified tiles in all Bedrooms, Living and dining

Kitchen

Dado ceramic tiles up to two feet above granite counter with stainless steel sink with
Drain Board

Anti-skid ceramic tiles in kitchen floor

Electrical Points for Refrigerator, Water Filter, Microwave, Kitchen Chimney / Exhaust
Adequate Electrical Points in All Bedrooms, Living/Dining, Kitchen & Toilets.

Toilet

Wall/Dado of Toilet with Ceramic tiles up to door level.
Antiskid ceramic tiles in Toilet floor.
C.P. fittings and sanitary fittings of reputed make
Electrical Points for Geyser and Exhaust Fan.
Plumbing Provision for Hot/Cold Water Line.

Finishing

Interior wall finish with POP / Putty
Exterior wall finish with High Quality Weather Shield Textured Paint

Electrical

Washing Machine Point.
Modular Switches Of Reputed Make.
Intercom Facility

DG Backup

DG Backup of 1 KVA For 2 BHK Flats And 1.5 KVA For 2.5 & 3 BHK Flats.

Elevators

2 Automatic MRL Lifts for Each Block

Amenities and Facilities

- Swimming pool with deck
- Natural water body
- Landscaped Podium garden
- AC gymnasium
- AC community hall
- AC indoor games room
- Health club with steam bath
- Kid's play area
- Open air amphitheatre
- Pond-side deck
- Multipurpose badminton court
- 24 X7 CCTV Surveillance at Campus Entry and Exit, Ground floor Lobbies & Parking areas
- Generator back-up for common area lighting
- Water treatment plant
- Sewerage treatment plant

THE SEVENTH SCHEDULE ABOVE REFERRED TO

TERMS, CONDITIONS, COVENANTS, STIPULATIONS, OBLIGATIONS AND RESTRICTIONS TO BE OBSERVED BY THE ALLOTTEE AND/OR OCCUPIERS OF THE APARTMENT

The terms, conditions, stipulations, obligations and restrictions that the Allottee and all persons into whosoever's hands the Apartment may come, are bound to adhere to and observe, include but are not limited to, the following:

1. That the Allottee agrees and acknowledges that service areas located within the Complex, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per the sanctioned plan and that the Allottee shall not be permitted to use the service areas and the basements in any other manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Promoter and/or the Association, as the case may be, for rendering maintenance services;
2. That the Allottee shall co-operate with the other Co-Buyers and Co-Occupiers of the Complex, the Promoter and/or the Association, as the case may be, in the management and maintenance of the Apartment, Building and the Complex and shall abide by the directions and decisions of the Promoter and/or the Association, as the case may be, as may be made from time to time in the best interest of the Apartment, Building and/or the Complex;
3. That the Allottee shall abide by and observe at all times the regulations framed by the Promoter and/or the Association, as the case may be, from time to time for peaceful use and enjoyment and maintenance and management of the said Apartment and/or the Complex and shall also abide by the Applicable Laws;
4. That the Allottee shall pay to the Promoter or the Association, as the case may be, damages and/or compensation for damage or destruction to any common fixtures and fittings, utilities and/or equipment of the Building and/or the Complex, that has been caused by the negligence and/or wilful act of the Allottee and/or any

occupier of the Apartment and/or family members, guests or servants of the Allottee or such other occupiers of the Apartment;

5. That the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his 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 staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any Applicable Laws or change or alter or make additions to the Apartment and shall keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belongings thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized;
6. That the Allottee shall carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Building or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
7. That the Allottee shall 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 Complex, the buildings therein or Common Areas;

8. That the Allottee shall not change the colour scheme of the outer walls or painting of the exterior side of the windows, balconies or carry out any change in the exterior elevation or design;
9. That the Allottee shall not store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or store such goods which are objected to by the concerned local or other authority and shall take care while carrying heavy packages, which may damage or likely to damage the staircases, common passages or any other structure of the Building, including entrances of the Building and in case any damage is caused to the Building or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for making good the said damages;
10. That the Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment;
11. That the Allottee shall not demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor make any alteration in the elevation of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, parrdis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Association;
12. That the Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Said Land and the Building in which

the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;

13. That the Allottee shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Said Land and the building in which the Apartment is situated, other than in the area earmarked for the such purpose;
14. That the Allottee shall pay to the Promoter or the Association, as the case may be, within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the Building in which the Apartment is situated;
15. That the Allottee shall sign and execute such papers and documents, and do all such acts, deeds, and things as may be necessary from time to time for safeguarding the mutual interests of the Promoter and other Co-Buyers and/or Co-Occupiers of the Complex;
16. That the Allottee shall carry out any repair or interior or any other works in the Apartment only between reasonable hours on working days so as not to cause any annoyance, nuisance and/or disturbance to the other Co-Buyers and/or Co-Occupiers of the Complex;
17. That the Allottee shall draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other Co-Buyers and/or Co-Occupiers of the Complex. The main electric

meter shall be installed only at the common meter space in the Building or Complex, as the case may be. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Complex, the Said Land and outside walls of the tower(s) save and except in the manner indicated by the Promoter or the Association, as the case may be;

18. That if the Allottee lets out or sells the Apartment, the Allottee shall immediately notify the Promoter or the Association, as the case may be, of the tenant's/transferee's details, including address, email-id and telephone number;
19. That the Allottee shall not sub-divide the Apartment and/or any part or portion thereof;
20. That the Allottee shall not close or permit the closing of verandahs, exclusive terrace, if any or lounges or balconies or lobbies and common parts or portions;
21. That the Allottee shall not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Apartment;
22. That the Allottee shall not install grills, the design of which has not been suggested and/or approved by the Promoter or the Association or in any other manner do any other act which would affect or detract from the uniformity and aesthetics of the exterior of the Building;
23. That the Allottee shall not build, erect or put upon the Common Areas any item of any nature whatsoever;

24. That the Allottee shall not obstruct and/or block any pathways, driveways, passages, side-walks, lobbies and/or common areas of the Building or the Complex in any manner;
25. That the Allottee shall not use the Apartment or permit the same to be used for any purpose save and except exclusively for residential purpose and use or permit the same to be used for any purpose which may cause or is likely to cause nuisance or annoyance or cause damage or inconvenience to any Co-Buyers and/or Co-Occupiers of the Complex;
26. That the Allottee shall not use the Apartment for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;
27. That the Allottee shall not make or permit any disturbing noises in the Apartment by the Allottee himself, his family, his invitees or servants, or do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the other Co-Buyers and/or Co-Occupiers of the Complex;
28. That the Allottee shall not keep in the garage, if any, anything other than cars or two-wheeler or use the said garage or parking space for any purpose other than parking of cars or two wheelers or raise any kucha or pacca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;
29. That the Allottee shall not park or allow its vehicle to be parked in the pathway or open spaces in the Complex or any part or portion thereof, save and except the parking space allotted to the Allottee or any other place specifically demarcated

for the parking of the vehicles of visitors of Co-Buyers and Co-Occupiers of the Complex;

30. That the Allottee shall not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Building in any manner whatsoever;
31. That the Allottee shall not misuse or permit to be misused the water supply to the Apartment;
32. That the Allottee shall not change/alter/modify the name of the Building and the Complex from that mentioned in this Agreement;
33. That the Allottee shall not use the name/mark of the Promoter in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Apartment and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark of the Promoter;
34. That the Allottee shall not carry on or cause to be carried on any obnoxious or injurious activity in or through the Apartment, the garage or parking space, if any, and the Common Areas;
35. That the Allottee shall not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances;

36. That the Allottee shall not install or keep or run any generator in the Apartment and the garage, if any;
37. That the Allottee shall not smoke in public places inside the Complex which is strictly prohibited and the Allottee and his/her/its guests are expected not to throw empty cigarette cartons, cigarette butts and matchboxes in the open and dispose them off in the pre-positioned dustbins after ensuring that the fire is fully smothered/extinguished;
38. That the Allottee shall not pluck flowers or stems from the gardens or plants;
39. That the Allottee shall not throw or allow to be thrown litter on the grass planted within the Complex;
40. That the Allottee shall not trespass or allow to be trespassed over lawns and green plants within the Complex;
41. That the Allottee shall not overload the passenger lifts and shall move goods only through the staircase of the Building;
42. That the Allottee shall not use the elevators in case of fire;
43. That the Allottee agrees and acknowledges that the Promoter and the Association shall be entitled to put up any neon sign, hoardings and other display materials on any part or portion of the Common Areas;
44. That the Allottee shall not fix or install any antenna on the roof or terrace of the Building or fix any window antenna, save and except at the spaces specifically

earmarked for such purpose by the Promoter and/or the Association, as the case may be;

45. That the Allottee shall not put any clothes in or upon the windows, balconies and other portions which may be exposed in a manner or be visible to outsiders;
46. That the Allottee shall remain fully responsible for any domestic help or drivers, maids employed by the Allottee and any pets kept by the Allottee;
47. That the Allottee shall not refuse or neglect to carry out any work directed to be executed in the Building or in the Apartment after he/she/they had taken possession thereof, by a competent authority, or require or hold the Promoter liable for execution of such works;
48. That the Allottee is entering into this Agreement with the full knowledge of all laws, rules, regulations, notifications applicable to the Complex and that the Allottee shall comply with and carry out, from time to time after the Allottee has taken over the occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Apartment at his/ her/its own cost; and
49. That the Allottee shall not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the Building and the Complex.
50. That the Allottee agrees that the Swimming Pool within the Complex will be a facility for enjoyment of the owners of residential apartments including the Allottee and will be used as per the Rules and Regulations framed from time to

time. The use of the swimming pool may be, if so decided, be subject to payment of usage charges as so applicable.

51. The Allottee agrees that the Promoter shall, provide connectivity of various telecom/ high speed broadband/ other similar telecom and IT facilities to the Complex and/or may enter into agreement /contract (on such terms and conditions and for such period as the Promoter shall decide) with various service providers of its choice for providing these services and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or covered or both) earmarked/ demarcated by the Promoter within the Complex and which would be declared to be common facilities by the Promoter. These contracts/ agreements, if any, entered into by the Promoter shall be continued for the period of validity of these contracts/agreements by the Association, who will take over the maintenance and management of Common Areas and thereafter, it may be renewed on terms and conditions as may be decided by the Association.
52. The Apartment has been provided with ledge for outdoor unit of split air conditioning system and also the route to take refrigerant piping, which the Allottee shall have to strictly follow while installing AC units.
53. That the Allottee shall not install any window air-conditioning units anywhere in the said Apartment and not to change the manner of installation of air-conditioners in the bedrooms (if any) and in such areas where air-conditioners are not installed by the Promoter to install air-conditioners only in designated areas as approved by Promoter.
54. That the Allottee shall 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.

55. That the Allottee shall 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.

56. 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 on other portions of the Building, Phase and/or the Project and selling or granting rights to any person on any part of the said Building.

IN WITNESS WHERE OF parties hereinabove named have set the irrelative hands and signed this Agreement for Sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED

BY THE WITHIN NAMED:

Allottee: (including joint buyers)

Signature:

Signature

Name:

Name

Address:

Address

SIGNED AND DELIVERED BY

THE WITHIN NAMED:

Promoter No.2:

Signature (Authorised Signatory):

Name:

At _____ on _____ in the presence of:

((4) D: C.P. Kakarania- Agreement)