

**Agreement for Sale**

This Agreement for Sale (Agreement) executed on this \_\_\_\_\_(day) of  
\_\_\_\_\_ (month), 2021

**By and Between**

- (1) **Ashoka Business Systems Private Limited**, a company incorporated under the Companies Act, 1956 ,having **(PAN AACCA1649Q)**, having its registered office at Dugar House, 9 Princep Street, Ground Floor, Post Office Bowbazar, Police Station Bowbazar, Kolkata – 700072;
  
- (2) **Skylark Niwas Private Limited (PAN AANCS5886N)**, a company incorporated under the Companies Act, 1956 , having its registered office at 11,Crooked Lane,Ground Floor, Post Office, Police Station, Kolkata – 700069;

- (3) **Salasar Abasan Private Limited (PAN AAPCS0535A)**, a company incorporated under the Companies Act, 1956, having its registered office situated at 20, O.C. Ganguly Sarani Ground Floor, Post Office Lala Lajpat Rai Sarani, Police Station Bhawanipore, Kolkata – 700 020,;
- (4) **Shakespeare Promoters Private Limited (PAN AA ECS0670F)**, a company within the meaning of the Companies Act 2013, having its registered office situated at No. - 184, Harish Mukherjee Road, First Floor, P.S. Kalighat, P.O. Kalighat, Kolkata 700026;
- (5) **Rishabh Dev Builders Private Limited (PAN AACCR1746B)**, a company within the meaning of the Companies Act 2013 having its registered office situated at No. 216, Mahatma Gandhi Road. P.S. Burabazar, P.O. Burabazar, Kolkata 700007;
- (6) **Sun Club Vyapaar Private Limited (PAN AADCS6552M)**, a company within the meaning of the Companies Act 2013, having its registered office situated at No. 135, Foreshore Road, P.S. Shibpore, P.O. Shibpore, Howrah – 711 102 ;
- (7) **Aakooti Vinimoy Private Limited (PAN AA FCA3251M)**, a company within the meaning of the Companies Act 2013, having its registered office situated at No. 135, Foreshore Road, P.S. Shibpore, P.O. Shibpore, Howrah – 711 102;
- (8) **Style Tracom Private Limited (PAN AA JCS9470N)**, a company within the meaning of the Companies Act 2013, having its registered office situated at No. 135, Foreshore Road, P.S. Shibpore, P.O. Shibpore, Howrah – 711 102 ;
- (9) **Rising Vanijya Private Limited (PAN AADCR3074M)**, a company within the meaning of the Companies Act 2013, having its registered office situated at No. 135, Foreshore Road, P.S. Shibpore, P.O. Shibpore, Howrah – 711 102 ;
- (10) **Debrup Vanijya Private Limited (PAN AACCD3872G)** ,a company within the meaning of the Companies Act 2013, having its registered office situated at No. 135, Foreshore Road, P.S. Shibpore, P.O. Shibpore, Howrah – 711 102,

hereinafter jointly referred to as the “**Owners**” and represented through their constituted attorney **Primarc Projects Private Limited**, a company incorporated under the Companies Act, 1956 having **(PAN: AADCP8058P)**, having its registered office at 6A Elgin Road, Post Office Lala Lajpat Rai Sarani,

Police Station Bhawanipore, Kolkata – 700020 and represented by authorized signatory Mr. [.] (PAN NO. [.]),(AADHAR NO. ), Son of [.] , residing at [.] , P.O. and P.S. [.] , Kolkata–[.] vide board resolution dated \_\_\_\_\_, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns,

**AND**

**Primarc Projects Private Limited**, a company incorporated under the Companies Act, 1956 , having **(PAN: AADCP8058P)**, having its registered office at 6A Elgin Road, Post Office Lala Lajpat Rai Sarani, Police Station Bhawanipore, Kolkata – 700 020, represented by authorized signatory Mr. [.] (PAN NO. [.] ), (AADHAR NO. \_\_\_\_\_), Son of [.] , residing at [.] , P.O. [.] and P.S. [.] , Kolkata–[.] vide board resolution dated \_\_\_\_\_, hereinafter referred to as **“Developers”** which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns,.

**The “Owners” and “Developers” shall, hereinafter collectively be referred to as to as the “Promoter”.**

**AND**

**[If the Allottee is a company]**

[•], (CIN no.) a company incorporated under the provisions of the Companies Act, [1956 .or the Companies Act, 2013 as the case may be], having its registered office at [•], represented by its authorized signatory, (Aadhaar no. [•]) duly authorized vide board resolution [•] 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 [•], (Aadhaar No [•]) duly authorized vide hereinafter referred to as the **“Allottee”** (which expression shall unless repugnant to the context or meaning thereof he deemed to mean and include the partners or partner for the time being of the said

firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

**[If the Allottee is an Individual]**

Mr./Ms [•] (Aadhaar No [•]) son/ daughter of [•], aged about [•] years, residing at [•] , hereinafter called the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

**[If the Allottee is a HUF]**

Mr. [•] (Aadhaar No [•]) 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**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

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

The **Promoter** and **Allottee** shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

**Definitions:**

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

- (a) “**Act**” means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Actr 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 Owners as mentioned above have co-ownership of 55 cottahs 7.19 sq.ft of land (**SAID LAND**), being the Property morefully described in **the First Schedule** heretoas shown in **“RED”** color and annexed hereto and marked as **“ANNEXURE-A**. The devolution of title of the said Owners is morefully described in **Second Schedule** hereto.
- B. The Developer herein is in the business of real estate development and construction and has a considerable expertise in construction, marketing and selling of such real estate projects with adequate financial resources to undertake such developments. The aforesaid Owners approached the Developer for development of the Said Land and the Developer being agreeable to the aforesaid Owners’ proposal, agreed to develop a Project together with amenities and facilities for enjoyment of the Units and also sell the Units in the Project as per the scheme agreed by the Owners and the Developer.
- C. The aforesaid Owners have represented that the Said Land , is free from encumbrances and is contiguous.
- D. Based on such representations, believing the same to be true and relying upon them, the Developer and the Owners had mutually agreed about the manner of development of the said land by way of erection and construction thereon.
- E. To give effect to the development of the land, the owners and the Developer had executed a development agreement dated 19<sup>th</sup> December, 2018 to record the understanding between the parties

therein and the scheme of joint development on the terms and conditions morefully described in the development agreement which was registered in the office of Additional District Sub- Registrar- Sealdah and recorded in Book No. I, Volume No. 1606-2019, pages from 32438 to 32518 being deed no. 160600870 for the year 2019.

- F. Thereafter, by way of a Power of Attorney dated 19.12.2019 the owners had constituted the Developer as their rightful attorney for the purpose of development of the building and the same was registered in the office of Additional District Sub- Registrar- Sealdah recorded in Book No. 1, Volume No. 1606-2020, Pages from 16 to 62 being deed no. 160605163 for the year 2019\_ **(THE POA)**.
- G. The Said Land is earmarked for the purpose of building a Commercial Project comprising of Commercial Units in a G+ 15 multi-storied tower ( herein referred to as the BUILDING) and the said Project shall be known as **“PRIMARC CHAMBERS”(THE PROJECT/COMMERCIAL COMPLEX )**.
- H. The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which the Project is to be constructed have been completed.
- I. The Developer has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the Commercial Unit having permit bearing No. \_\_\_\_\_ dated \_\_\_\_\_, as the case may be, from \_\_\_\_\_ **(the “SAID PLAN”)**. The Developer agrees and undertakes that it shall not make any changes to these layout plans of Project except in strict compliance with Section 14 of the Act and other laws as applicable.
- J. The Promoter has registered the Project as a separate Project under the provisions of the West Bengal Housing Industry Regulation Act, 2017, with the West Bengal Housing Industry Regulatory Authority at Kolkata on \_\_\_\_\_ under Registration No. \_\_\_\_\_.
- K. The common areas of the Project/Commercial Complex, inter alia, are and/or will have amenities and facilities, which will be earmarked and/or meant to be used in common by the Allottees of the units within the Project/Commercial Complex, in due course, as and when they are available for use and enjoyment, depending upon the progress of the construction and development of the Project /Commercial Complex. **(the “COMPLEX COMMON AREAS”)** morefully described in the

### **THIRD- SCHEDULE.**

It is understood that the Purchaser/ Allottee of Units Nos. 2,3,4 and 5 on the 5<sup>th</sup> Floor of the Commercial Complex ,has been given user rights in the Common Lobby attached to the specified four Units as mentioned herein (the “**EXCLUSIVE COMMON LOBBY**”). The said Exclusive Common Lobby does not form a part of the Complex Common Areas and is exclusively meant for the use of the Purchaser/Allottee of the said Units Nos. \_.

It is further clarified that in the event that an Allottee intends to purchase all the Units of a particular floor, then the common lobbies and common areas on the said floor shall be for the exclusive use of the said Allottee (the “**EXCLUSIVE FLOOR AREA**”). The said Exclusive Floor Area shall not form a part of the Complex Common areas. However, the same may be accessed by all other Allottees of the Complex during fire and/or emergency.

- L. The Allottee had applied for a Unit in the Project vide Application No. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted Unit No. \_\_\_\_\_, on the \_\_\_\_Floor, having Carpet Area of Unit admeasuring \_\_\_\_\_sq ft more or less, having Built Up Area of Unit admeasuring \_\_\_\_\_--sqft more or less-, and along with Open Terrace having carpet area of \_\_\_\_\_ square feet, more or less, if applicable, and along with Open/Covered/ Mechanical Car Parking no. \_\_\_\_\_( morefully referred to as **UNIT**).The **UNIT** with the specific provision to use the Exclusive Floor Area (if applicable) and/or Exclusive Common Lobby, (if applicable) and the **COMPLEX COMMON AREAS** as mentioned above is collectively referred to as the “**COMMERCIAL UNIT**” more particularly described in **FIFTH SCHEDULE**. A plan showing the Unit in “**YELLOW**” is border and annexed hereto and marked as “**ANNEXURE-B**”.
- M. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- N. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Commercial Complex .
- O. 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.

P. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell, and the Allottee hereby agrees to purchase the Commercial Unit as specified in Clause L. This Agreement for Sale is being executed without possession.

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

1. **TERMS:**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee, and the Allottee hereby agrees to purchase, the Commercial Unit as specified in Clause L.

1.2 The Total price of the Commercial Unit (based on Carpet Area) and all other applicable charges and GST is **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** as per the details given in **PART-I** of the **SIXTH SCHEDULE** hereunder written as the **(“TOTAL PRICE”)**. The break-up of the same has been entailed in herein below.

<b>. No.</b>	<b>Description</b>	<b>Rate Per Square Feet (In INR)</b>	<b>Amount (In INR)</b>
A.	<b>Commercial Unit Price:</b>	<i>[Please specify square feet rate]</i>	<i>[Please specify total]</i>
	a) Cost of Unit		
	b) Cost of Open Terrace areas		
	<hr/>		
	c) Covered/Open Parking / MLCP		
	<hr/>		



	Sub-Total	
B.	<p>Other Charges:</p> <p>(a) Proportionate share of costs, charges and expenses of Generator Rs.</p> <p>(b) Proportionate share of installation of Transformer and electricity connection calculated @ Rs 215/- per sq. ft.**</p> <p>(c) Contribution for becoming Member of the Association.</p> <p>(d) Legal/documentation Charges per Unit. This shall include documentation charges and exclude registration/commissioning charges, stamp duty and registration fees, which shall be paid extra by the Allottee at actuals</p> <p>(e) HVAC Charges &amp;TFA System @ Rs. 320/- per Sqft.</p> <p>(f) Business Lounge Charges @ Rs. 220/- per Sqft.</p> <p>(g) Interest Free advance common area maintenance charges for 12months to be paid as per notice of possession.*</p> <p>(h) Rule 25</p>	<p>_(a)Rs.30,000/--(Rupees Thirty Thousand only)_____</p> <p>(b)_____</p> <p>(c)Rs.25000/--(Rupees Twenty Five Thousand only)</p> <p>(d) Rs.50,000/--(Rupees Fifty Thousand only)</p> <p>(e) _____</p> <p>(f)_____</p> <p>(g) To be intimated at the time of notice of possession.</p> <p>(h)_____</p>



**Explanation:**

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the **Commercial Unit. Booking Amount** shall mean and/ or be a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (being 10% of the Unit Price excluding GST)
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST 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 till the date of handing over the possession or the Deemed date of possession of the Commercial Unit to the Allottee as the case may be, after obtaining the Completion Certificate or Partial Completion Certificate.

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority, as per the Act, the same shall not be charged from the allottee;

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified in the Part II of the Sixth **Schedule**. 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 Commercial Unit includes recovery of price of land, cost of construction of not only the Bare shell Unit but also the Complex Common Areas, Exclusive Floor Area (if any) and/or Exclusive Common Lobby (if any) parking space (if any), internal development charges, external development charges, taxes, electrical connectivity, lift, water line and plumbing, finishing with paint/POP, tiles(if any), doors, windows, fire detection and firefighting equipment in the Complex Common areas, Exclusive Floor Areas (if any) and/or Exclusive Common Lobby (if any), maintenance charges as per Clause 11 etc. and includes cost for providing all other facilities, amenities and specifications as mentioned herein to be provided within the Commercial Unit and in 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, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/ rule/regulation to that effect along with the demand letter/email 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 per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority, as per the Act, the same shall not be charged from the Allottee.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **PART II** of the **SIXTH SCHEDULE** (hereinafter referred to as the **“Payment Plan”**).
- 1.5 The Promoter may allow, in its sole discretion a rebate for early payments of instalments payable by the Allottee by discounting such early payments at percentages to be mutually decided between the Parties (except sinking Fund and advance maintenance charges) for the period by which the respective installment has been pre-poned. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanction plans, layout plans, and specifications and the nature of fixtures, fittings and amenities described herein at **PART I** and **PART II** of the **FOURTH SCHEDULE** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Commercial Unit 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 alterations as per the provisions of the Act.

- 1.7 The Promoter shall confirm to the Allottee the final carpet area of the Unit that has been allotted to the Allottee after the construction of the Building, in which the Unit is situated, is complete and the occupancy certificate and/or completion 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 and /or adjust the excess money paid by the Allottee at the time of final possession or within 45 (forty five) days from the date of final demand for possession, along 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 Unit 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 **SIXTH SCHEDULE**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

**1.8** Subject to Clause 9.3 the Promoter agrees and acknowledges that the Allottee shall have the right to the Commercial Unit as mentioned below:

- (i)** The Allottee shall have exclusive ownership of the Unit;
- (ii)** The Allottee shall also have right to use undivided, indivisible, variable proportionate share in the Complex Common Areas , Exclusive Common Lobby (if any) and /or Exclusive Floor Area (if any) of the Building and also those of the Project. Since the share/interest of Allottee in the Complex Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Complex Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the Complex Common Areas, Exclusive Common Lobby (if any) and /or Exclusive Floor Area (if any) to the association of Allottees of the Project after duly obtaining the Completion Certificate or Partial Completion Certificate, as the case may be, from the Competent Authority as provided in the Act;
- (iii)** That the computation of the price of the Commercial Unit includes recovery of price of land, construction of not only the Bare shell Unit but also the Complex Common Areas , Exclusive Floor Area (if any) and/or Exclusive Common Lobby (if any) Car Parking (if any), internal development charges, external development charges, taxes, electrical connectivity to the Commercial Unit, lift, water line and plumbing, finishing with paint/POP , tiles (if any), doors, windows, fire detection and firefighting equipment (only to the extent as required under the relevant law(s) ) in the Complex Common Areas , Exclusive Floor Area (if any) and/or Exclusive Common Lobby (if any), maintenance

charges as per Clause 11 etc and includes cost for providing all other facilities, amenities and specifications as mentioned herein to be provided within the Commercial Unit and in the Project;

(iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Unit, as the case may be, subject to adherence of safety norms of the Promoter with prior appointment.

1.9 It is made clear by the Promoter and the Allottee agrees that the Unit along with \_\_\_\_\_ Car Parking facility shall be treated as a single indivisible unit for all purposes. The Project is an independent, self-contained Project covering the Project Land on which the Project is being developed and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottees. It is clarified that Projects facilities and amenities shall be available only for use and enjoyment of the Allottees (including the Allottee herein) of the Project.

1.10 The Promoter agrees to pay all outgoings till the Occupancy Certificate and/or Completion Certificate or Partial Completion Certificate, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project/ Unit). If the Promoter fails to pay all or any of the outgoings collected by it from all Allottee or any liability, mortgage loan and interest thereon before transferring the Unit to the Allottee, then, in such event, the Promoter agrees to be liable, even after the transfer of the Unit, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.11 The Allottee has paid a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** as booking amount and being part payment towards the Total Price of the Commercial Unit at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Commercial Unit as prescribed in the Payment Plan mentioned in the Part II of the Sixth **Schedule** as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Allottee delays in payment towards any amount which is payable within the due date, he shall be liable to pay interest at the rate specified in the Rules which is currently equivalent to the prevailing Prime Lending Rate of the State Bank Of India plus 2%(two percent) per annum for the period of such delay..

## **2 MODE OF PAYMENT:**

Subject to the terms of this Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand/e-mail by the Promoter, within the stipulated time as mentioned in the Payment Plan described in PART II Of the **SIXTH SCHEDULE** through account Payee cheque/demand draft/ banker's cheque or online payment (as applicable) in favour of “**\_Primarc Projects Private Limited\_**” payable at Kolkata or in the manner mentioned in the said demand/email. Outstation cheques shall not be accepted. The Allottee shall be liable to remit each installment as mentioned in the Payment Schedule after deducting TDS as applicable Further, on dishonour of a cheque on any ground whatsoever, the Allottee shall be liable to pay to the Promoter a charge of Rupees Five hundred only plus applicable taxes, for every such dishonour.

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

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Rules and Regulations made thereunder 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 with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement., Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in Clause 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard..Whenever there is any change in

the commercial status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of the Allottee and such third party shall not have any right in the application/allotment of the Commercial Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

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

#### **5 TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Unit to the Allottee and the Complex Common Areas ,Exclusive Common Lobby (if any)and/or the Exclusive Floor Area (if any) to the Association of the allottees or the competent authority, as the case may be.

#### **6 CONSTRUCTION OF THE PROJECT/COMMERCIAL UNIT:**

The Allottee has seen the proposed lay out plan of the Commercial Unit and also the floor plan as also shown in Annexure –B of the Agreement, specifications, amenities and facilities of the Commercial Unit as mentioned in Part I and Part II of the Fourth Schedule hereto and has accepted the same which have been approved by the Competent Authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities,subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye laws, FAR and density norms and provisions prescribed by the Kolkata Municipal Corporation and shall not have an option to make any variation/alteration/ modification in the plans of Project, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.



## **7 POSSESSION OF THE COMMERCIAL UNIT:**

### **7.1 Schedule for possession of the Commercial Unit:**

The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee and the Complex Common Areas, Exclusive Common Lobby (if any) and/or Exclusive Floor Area (if any) of the Project to the Association of Allottees on its formation or to the Competent Authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Unit along with ready and complete Complex Common Areas , Exclusive Common Lobby (if any) and/or Exclusive Floor Area (if any) of the Project with all specifications, amenities and facilities of the Project in place on or before **31.03.2025**, 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 real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Commercial Unit.

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 become impossible for the Promoter to implement the said Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from allotment within 45 (forty-five) days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that the Allottee shall not have rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its liabilities under this Agreement.

### **7.2 Procedure for taking possession:**

The Promoters, upon obtaining the occupancy certificate and or completion 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, shall issue a letter (the "**NOTICE OF POSSESSION**") offering in writing the possession of the Commercial Unit, to the Allottee in terms of

this Agreement by sending the notice of such offer by way of speed post/e-mail calling upon the Allottee to take possession of the Unit within a maximum of forty five days from the date of the said Notice of Possession by the Allottee. (the "POSSESSION DATE/DEEMED DATE OF POSSESSION"). Provided that the conveyance deed of the Commercial Unit in favour of the Allottee shall be executed and registered by the Promoter (subject, however, to the Allottee making all payments as mentioned in the **Part II of the SIXTH SCHEDULE** hereto and taking possession of the Commercial Unit in terms of the Notice Of Possession and making payment of the stamp duty, registration charges and legal charges & expenses to the Promoter as per requisition of the Promoter) within three months from the date of issue of occupancy certificate (or such other certificate by whatever name called issued by the competent authority) as provided by the relevant laws in West Bengal.

The Promoters 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 Promoters. The Allottee, after taking possession and/or from the Deemed Date of Possession, agree(s) to pay the maintenance charges, taxes etc as determined by the Promoter/Association of allottees. The Promoters shall hand over a copy of the occupancy certificate (or such other certificate by whatever name called issued by the competent authority) of the Project/ Unit, as the case may be, to the Allottee at the time of conveyance of the commercial unit in favour of the Allottee.

**7.3 Failure of Allottee to take possession of Commercial Unit:** Upon receiving a Notice of Possession from the Promoter as per Clause 7.2, the Allottee shall take possession of the Commercial Unit from the Promoter within the Possession Date by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Commercial Unit to the Allottee. In case the Allottee fails to take possession within the time provided in the Notice of Possession as mentioned in Clause 7.2, and/or after the expiry of the Possession Date, such Allottee shall continue to be liable for making payment towards maintenance charges, taxes etc as applicable and the same shall be treated as deemed possession of such commercial unit (**Deemed Date of 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, as the case may be, and handing over physical possession of the Unit to the Allottees and on hand over of Complex Common Areas, Exclusive Floor Area

and/or Exclusive Common Lobby to the Association , it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Complex Common Areas , Exclusive Floor Area and/or Exclusive Common Lobby to the Association of the allottees, or to the Competent Authority, as the case may be, as per the prevalent local laws .

Provided that, in the absence of any local law, the promoter shall handover the necessary document and plans including common areas, to the association of Allottees or the competent authority, as the case may be within thirty days after obtaining the occupancy / completion certificate (whichever be applicable).

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

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment, plus applicable taxes. The balance amount of money paid by the Allottee to the Promoter shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation.

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Commercial Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 7.1; or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Commercial Unit, with interest at the rate prescribed in the Rules (which is currently equivalent to the prevailing Prime Lending Rate of the State Bank of India plus 2% (two percent )per annum)including compensation in the manner as provided under the Act within 45 (forty-five) days of it becoming due.

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules (which is currently equivalent to the prevailing Prime Lending Rate of the State Bank of India plus 2% (two percent per annum) for every month of delay, till the handing over of the possession of the Commercial Unit which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

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

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

- i. The Promoter has absolute, clear and marketable title with respect to the Project Land; the Promoter has requisite rights to carry out development upon the Project Land and absolute, actual physical and legal possession of the Project Land for developing the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project
- iii. There are no encumbrances upon the Project Land or the Project,;
- iv. There are no litigations pending before any Court of law with respect to the Project Land, Project or the Commercial Unit.
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and the Commercial Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, the Project Land, the Building and the Commercial Unit;
- vi. The Promoter has 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 Promoter has not entered into any Agreement for Sale and/or development or any other agreement/arrangement with any person and party with respect to the Project Land including the Project and the said Commercial Unit which will in any manner, affect the rights of Allottee under this Agreement.

- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Commercial Unit to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the Conveyance Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit and Exclusive Common Lobby (if any) and/or Exclusive Floor Area (if any) to the Allottee and the Complex Common Areas , to the Association of the 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 has duly paid and shall continue to pay and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the Competent Authority till the Occupancy Certificate and/or Completion Certificate or Partial Completion Certificate, as the case may be, has been issued and possession of Unit along with Complex Common Areas , Exclusive Common Lobby(if any) and/or Exclusive Floor Area (if any) (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and/or 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 in respect of the Project Land and/or the Project.

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

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

- (i) The Promoter fails to provide ready to move in possession of the Unit to the Allottee within the time period specified in Clause 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Clause, 'ready to move in possession' shall mean that the Bare Shell Unit shall be in a habitable condition

which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which Completion Certificate or Partial Completion Certificate, as the case may be, has been issued by the Competent Authority;

(ii) Discontinuance of the Promoter's business as a Developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by the Promoter under the conditions listed above, the Allottee is entitled to the following:

- i. Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- ii. The Allottee shall have the option of terminating this Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any heads whatsoever towards the purchase of the Commercial Unit, along with interest at the rate prescribed in the Rules (which is currently equivalent to the prevailing Prime Lending Rate of the State Bank of India plus 2% (two percent) per annum) within 45 (forty-five) days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Commercial Unit, which shall be paid by the Promoter to the Allottee within 45 (forty-five days) of it becoming due.

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

- i. In case the Allottee fails to make payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, 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 interest to the Promoter on all unpaid amount from the date the amount is payable by the Allottee as the rate prescribed in the Rules (which is currently equivalent to the prevailing Prime Lending Rate of the State Bank of India plus 2% (two percent) per annum);

- ii. Without prejudice to the right of the Promoter to charge interest in terms of Clause 9.3 (i) above, in case of Default by Allottee under the condition listed above continues for a period beyond **2 (two)** consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Commercial Unit in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and applicable statutory taxes, as may be applicable at the time of such termination by the Promoter and this Agreement and any liability of the Promoter shall thereupon stand terminated.

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.

#### 10 **CONVEYANCE OF THE COMMERCIAL UNIT:**

The Promoter, on receipt of the Total Price of the Commercial Unit as mentioned in the **PART I** of the **SIXTH SCHEDULE** below along with any other dues from the Allottee as per Clause 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Unit together with right to use proportionate, undivided, indivisible, variable share in the Complex Common Areas, Floor Common Area (if any) and/or Exclusive Lobby Area (if any) within 3 (three) months from the issuance of the Completion Certificate or Partial Completion Certificate, as the case may be, to the Allottee. However, in case the Allottee fails to deposit the stamp duty and registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the Conveyance Deed in his/her/their/its favour till payment of the stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

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

The Promoter shall be responsible to provide and maintain essential services in the Project/Commercial Complex till the taking over of the maintenance of the Project/ Commercial 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 Project/ Commercial Complex. The cost of such maintenance has been included in the Total Price.

#### **12. DEFECT LIABILITY:**

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

#### **13. RIGHT TO ENTER THE COMMERCIAL UNIT FOR REPAIRS:**

The Promoter/maintenance agency/association of Allottees shall have rights of unrestricted access of all Complex Common Areas and Facilities, 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 Commercial Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

#### **14. USAGE:**

**Use of Basement & Service Areas:** The basement and service areas as located in the Project, shall be earmarked for purposes such 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 equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basement in any manner whatsoever,



other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of allottees formed by the allottees for rendering maintenance services.

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

15.1 Subject to Clause 12 above, the Allottee shall, from the Deemed date of Possession, be solely responsible to maintain the Unit along with the Floor Common Area (if any) and/or Exclusive Lobby Area (if any) at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building or the Unit, 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 addition to the Unit and keep the Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign board / name plate, neon light, publicity material or advertisement material etc. on the face / façade of the Building or anywhere on the exterior of the Project or Complex Common Areas and common facilities therein save and except at designated places as identified by the Promoter. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the 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.

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

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

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

**17. ADDITIONAL CONSTRUCTIONS:**

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

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

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

**19. BINDING EFFECT:**

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

**20. ENTIRE AGREEMENT:**

This Agreement, along with its schedules and annexures constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings,

any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Commercial Unit.

**21. RIGHT TO AMEND:**

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

**22. 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 Project shall equally be applicable to and enforceable against any subsequent Allottee/s, in case of a transfer, the said obligations go along with the Commercial Unit for all intents and purposes.

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

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

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

**24 SEVERABILITY:**

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

provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement

**25 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 Building or the Project, 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 Building or the Project, as the case may be.

**26 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.

**27 PLACE OF EXECUTION:**

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

**28 NOTICES:**

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

- (i) Name of Allottee
- (ii) Allottee Address
- (iii) Promoter Name: **Primarc Projects Private Limited**
- (iv) Promoter Address: 6A Elgin Road, Post Office Lala Lajpat Rai Sarani, Police Station Bhawanipore, Kolkata – 700 020

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

**29 JOINT ALLOTTEES:**

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

**30 SAVINGS:**

Any application letter, allotment letter, agreement or any other document signed by the Allottee in respect of the Commercial Unit, prior to the execution and registration of this Agreement For Sale for such Commercial 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 thereunder.

**31 GOVERNING LAW:**

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

32      **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 Arbitration and Conciliation Act, 1996.

33.      **Disclaimer:** That all terms and conditions as mentioned herein below are as per the contractual understanding between the parties and are not in derogation of/ or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.

The Allottee hereby agrees and understand that the Commercial Unit as defined in clause L for all purposes of this agreement shall be read and understood as a Unit being handed over to the Allottee in a Bare shell condition.

34.      The following clauses are to be read in continuation to the sub clauses of Clause 1.8 above:

- (v) The rights of the Allottee is limited to ownership of the said Unit and the Allottee hereby accepts the same and the Allottee shall not, under any circumstances, raise any claim, of ownership, contrary to the above.
- (vii) The Allottee shall only have User Rights in the Complex Common Areas , Exclusive Floor Area (if any) and/or Exclusive Common Lobby (if any) of the Project/Commercial Complex to the extent required for beneficial use and enjoyment of the said Unit and the Allottee hereby accepts the same and the Allottee shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Complex Common Areas , Exclusive Floor Area (if any) and/or Exclusive Common Lobby (if any) of the Project/ Commercial Complex
- (viii) The computation of the price of the Commercial Unit also includes the cost of the covered/open / MLCP car parking, as the case may be, if any, allotted to the Allottee by the Promoter and as so mentioned in the **Fifth Schedule** hereto.

35. In continuation to clause 7.5 and 9.3 above,

- 35.1 In the event of a Cancellation the Allottee may be required by the Promoter to execute and appear before the registrar for the registration of a Deed of Cancellation of the Agreement For Sale, the Allottee hereby agrees to do so without any claim, charge and demand and only on registration of such Deed of Cancellation, the Promoter shall refund to the Allottee amounts as mentioned in Clause 7.5 and 9.3 above. The Allottee further understands and agrees to pay the necessary Stamp Duty, registration fees, all other charges and expenses if any, that may be payable for registration of the Deed of Cancellation. The Allottee further understands that on such cancellation the amounts already paid towards Stamp Duty and registration fee of this Agreement For Sale is nonadjustable or non-refundable.
- 35.2 In the event the Allottee is unable to execute the said Cancellation Deed; the Promoter shall have the right to unilaterally execute and/or register the said Cancellation Deed and the Allottee shall not object to the same.
- 35.3 Upon withdrawal or cancellation of allotment by the Allottee under this Agreement, the Promoters shall have the right to re-allot the Commercial Unit to any third party thereafter and this Agreement for Sale 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.
- 35.4 On and from the date of refund of the amount and /or from the date of the Deed of Cancellation; as mentioned in the Clauses 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 Commercial Unit, the Project/ Commercial 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 Commercial Unit and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the Parties.
- 35.5 For the avoidance of doubt, it is hereby clarified that the Promoters 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.

36 . The following clauses are to be read in continuation to with Clause 9.3 above:

(iii) Any violation by the Allottee of the Covenants as mentioned in clause 39, hereunder shall also be consider as events of default by the Allottee.

37. The flowing clauses are to be read in continuation to with Clause 10 above

**Transfer/conveyance of Complex Common Areas , Exclusive Floor Area (if any) and/or Exclusive Common Lobby (if any) And User Rights:** At the time of Conveyance of the Commercial Unit to the Allottee, the Allottee has been categorically made aware by the Promoters that the extent of the Complex Common Areas , Exclusive Floor Area (if any)and/or Exclusive Common Lobby Area (if any) and/or the rights appurtenant thereto being conveyed/transferred to the Allottee is the Right to Use the same and is being transferred as per the law prevailing. In case at any time if the Said Proportionate Undivided Share of the Allottee in the Said Land and Complex Common area, Exclusive Floor Area (if any) and/or Exclusive Common Lobby (if any) is to be conveyed and transferred to the Association in compliance of the Act or the Rules or Regulations or any other law from time to time by the Promoter, then the Allottee agrees to co-operate with the Promoter without any demand or delay to have the Said Proportionate Undivided Share in the Said Land and Complex Common Areas , Exclusive Floor Area (if any)and/or Exclusive Common Lobby (if any),transferred to the Association by attending the execution and registration of the Deeds of Transfer / Sale made in favour of the Association if so required and further agrees to bear the proportionate cost of such transfer, as may be assessed by the Promoter or the Association or Registration Authority. In case the Allottee refuses to or delays in getting such transfer done within the time required by the Promoter or the Act or Rules or Regulations or any other laws applicable from time to time, then the Promoter shall as the constituted attorney of the Allottee be entitled to execute such Deeds of Transfer and present the same for registration before the appropriate authority / Registrar and to also do all such acts and deeds, as are consequent and/or incidental thereto. The Allottee further unconditionally confirms to bear the proportionate cost towards stamp duty and registration if so required at the time of such transfer. This obligation of the Allottee, as aforesaid, shall be an essential covenant to be unconditionally complied with by the Allottee and be deemed to be a covenant running with the land till it is complied with and/or be deemed to have been complied with by the Allottee.



38. The flowing clauses are to be read in continuation to with Clause 11 above

The cost of such maintenance (as mentioned in clause 11 above) from the date of the Allottee taking over physical possession and/or from the Deemed 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 Developer and/or the association of allottee, as the case may be,

### 39. COVENANTS & RIGHTS OF THE ALLOTTEE

The Allottee, hereby covenants and agrees with the Promoters as follows:

- 39.1 The Allottee shall observe, perform and fulfil the covenants, stipulations, restrictions and obligations required to be performed by the Allottee herein.
- 39.2 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;
- 39.3 The Common Charges and Expenses shall be proportionately divided amongst the Co-Buyers and/or Co-Occupiers of the Project, in such manner as may be decided by the Promoter or the Association, as the case be, from time to time in this regard;
- 39.4 The right of the Allottee to use the Complex 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 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 or the Association, as the case maybe, from time to time;
- 39.5 The Allottee shall bear and pay all the municipal taxes, land tax(Khazna), rates, levies, surcharge, deposits including security deposits, assessments, together with interest thereon and all other outgoings (hereinafter referred to as "Outgoings") related to the Commercial Unit on and from the Possession Date or Deemed Date of Possession. However, so long as the Unit is not separately assessed for municipal taxes, land tax(Khazna), ,rates, levies surcharges and other outgoings, the Allottee shall be liable to and will pay and/or reimburse his/her/its proportionate Outgoings attributable towards the Commercial Unit to the Promoter and/or the Association, as the case may be. Further, on and from the Possession Date or Deemed Date of Possession ,whichever is earlier , the Allottee shall be liable to pay proportionately all

Outgoings for the Complex Common Areas , Exclusive Floor Area (if any) and/or Exclusive Common Lobby (if any) on the basis of bills to be raised by the Promoter or the Association, as the case may be, such bills being conclusive proof of the liability of the Allottee in respect thereof;

- 39.6 The Allottee shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Unit in the records of the concerned authorities within a period of three (3) months from the date of Registration of the Conveyance Deed; and shall keep the Owner and the Promoter indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Owner and/or the Promoter due to non-fulfilment and/or non-compliance of this obligation by the Allottee;
- 39.7 On Failure of the Allottee to take possession as per clause 7.2-the Allottee shall be liable to pay guarding charges @ Rs. 5000/- (Rupees Five Thousand only) for each month or part thereof, together with applicable taxes thereon, if any, for the period commencing on and from the Deemed Date of Possession till the actual physical possession is taken by the Allottee.
- 39.8 The Allottee shall use the Unit or any part thereof or permit the same to be used only for commercial purposes. Further, the Allottee shall use the garage or parking space allotted to them only for the purpose of keeping or parking vehicles;
- 39.9 The Allottee agrees that the Promoter and/or the Association, shall have the right of unrestricted access to Complex Common Areas , Exclusive Floor Area (if any)and/or Exclusive Common Lobby (if any), garages/parking spaces and other areas of the Project, 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 Project/ Commercial Complex, and the Allottee agrees to permit the Promoter and/or the Association 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.
- 39.10 The Allottee hereby accepts not to alter, modify or in any manner change (1) the elevation and exterior colour scheme of the Commercial Unit and the Building; (2) design and/or the colour scheme of the windows, grills/collapsible gate of the Unit; and/or (3) the common lobby; and the Allottee shall not block the common lobby by installing/fixing shoe racks ; also the Allottee shall not change or caused to be changed the location designated for the outdoor units of AC other than specified locations.
- 39.11 It is hereby accepted by the Allottee that it shall not alter, modify or in any manner change the structure or any civil construction in the Unit and the Building.
- 39.12 The Allottee hereby also accepts not install any collapsible gate/grill outside the main door / entrance of the Unit and also not to install any grill/ collapsible gate on the terrace;
- 39.13 The Allottee further 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.

- 39.14 The Allottee agrees that valet parking will be provided in the Commercial Complex due to Mechanical Parking facilities provided,if any. The Purchaser agrees that the remuneration of such valet parking will be paid by the Association.
- 39.15 That the Allottee shall co-operate with the other Co-Buyers and Co-Occupiers of the Project, the Promoter and/or the Association, as the case may be, in the management and maintenance of the Commercial Unit, Building and the Project 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 Commercial Unit, Building and/or the Project;
- 39.16 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 Commercial Unit-and/or the Project and shall also abide by the Applicable Laws;
- 39.17 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 Project, that has been caused by the negligence and/or wilful act of the Allottee and/or any occupier of the Unit-and/or servants,employees, agents, staff or co-workersof the Allottee or such other occupiers of the Unit- ;
- 39.18 That the Allottee shall carry out at his own cost all internal repairs to the said Unit and Floor Common Area(if any) and/or Exclusive Lobby Area (if any) and maintain the Unit 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 Unit—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;
- 39.19 That the Allottee shall not store in the Commercial Unit 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 Commercial Unit 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 Commercial Unit on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for making good the said damages;
- 39.20 That the Allottee shall not demolish or cause to be demolished the Commercial Unit 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 Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, parris or other structural members in the Commercial Unit without the prior written permission of the Promoter and/or the Association;
- 39.21 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 Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- 39.22 That the Allottee shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the Said Land and the building in which the Unit is situated, other than in the area earmarked for the such purpose;
- 39.23 That the Allottee shall pay to the Promoter or the Association, as the case may be, within the due date mentioned in the 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 Unit is situated;
- 39.24 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 Project;
- 39.25 That the Allottee shall carry out any repair or interior or any other works in the Unit 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 Project;
- 39.26 That the Allottee shall draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Unit only through the ducts and pipes provided therefore, ensuring that no inconvenience is caused to the Promoter or to the other Co-Buyers and/or Co-Occupiers of the Project. The main electric meter shall be installed only at the common meter space in the Building or Project, 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 Project,

- the Said Land and outside walls of the building save and except in the manner indicated by the Promoter or the Association, as the case may be;
- 39.27 That if the Allottee lets out or sells the Unit 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;
- 39.28 That the Allottee shall not sub-divide the Unit and Complex Common Areas and/or any part or portion thereof;
- 39.29 That the Allottee shall not close or permit the closing of exclusive terrace, if any or lounges or lobbies and common parts or portions including the Complex Common Areas ;
- 39.30 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 Unit;
- 39.31 That the Allottee shall not install grills and/or collapsible gate 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;
- 39.32 That the Allottee shall not build, erect or put upon the Complex Common Areas , any item of any nature whatsoever;
- 39.33 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 Project in any manner;
- 39.34 That the Allottee shall not use the Commercial Unit or permit the same to be used for any purpose save and except exclusively for commercial purpose and 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 Project;
- 39.35 That the Allottee shall not use the Unit for any illegal or immoral purpose;
- 39.36 That the Allottee shall not make or permit any disturbing noises in the Unit by the Allottee himself, employees, co-workers or staff , 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 Project;
- 39.37 That the Allottee shall not keep in the garage, if any, anything other than cars or use the said garage or parking space for any purpose other than parking of cars 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;
- 39.38 That the Allottee shall not park or allow its vehicle to be parked in the pathway or open spaces in the Project 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 Project;
- 39.39 That the Allottee shall not misuse or permit to be misused the water supply to the Unit;
- 39.40 That the Allottee shall not change/alter/modify the name of the Building and the Project from that mentioned in this Agreement;
- 39.41 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 Unit 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;
- 39.42 That the Allottee shall not carry on or cause to be carried on any obnoxious or injurious activity in or through the Unit, the garage or parking space, if any, and the Complex Common Areas , Exclusive Floor Area (if any)and/or Exclusive Common Lobby (if any);
- 39.43 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 in the Unit.;
- 39.44 That the Allottee shall not install or keep or run any generator in the Unit and the garage, if any;
- 39.45 That the Allottee shall not smoke in the Complex Common Areas other than the designated smoking zone inside the Project which is strictly prohibited and the Allottee and his/her/its employees, co-workers, staff or customers 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;
- 39.46 That the Allottee shall not overload the passenger lifts and shall move goods only through the staircase of the Building;
- 39.47 That the Allottee shall not use the elevators in case of fire;
- 39.48 That the Allottee agrees and acknowledges that the Promoter shall be entitled to put up any neon sign, hoardings and other display materials on any part or portion of the Complex Common Areas and/or the external facade of the Building.;

- 39.49 That the Allottee shall remain fully responsible for any employee, staff or co-worker employed by the Allottee;
- 39.50 That the Allottee shall not refuse or neglect to carry out any work directed to be executed in the Building or in the Commercial Unit after he/she/they had taken possession thereof, by a competent authority, or require or hold the Promoter liable for execution of such works;
- 39.51 That the Allottee is entering into this Agreement with the full knowledge of all laws, rules, regulations, notifications applicable to the Project 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 Commercial Unit, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Commercial Unit at his/ her/its own cost; and
- 39.52 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 Project.
- 39.53 The Allottee agrees that the Promoter shall, provide connectivity of cable, telecom/ high speed broadband/ other similar telecom and IT facilities to the Project and/or may enter into agreement /contract (on such terms and conditions and for such period as the Promoter shall decide) with 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 Project 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 the Complex Common and thereafter, it may be renewed on terms and conditions as may be decided by the Association. The Allottee (as also other unit owners) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the Building or any window antenna, excepting that the Allottee shall be entitled to avail the cable connection facilities of the designated providers to all the Units.
- 39.54 That the Allottee shall not install any window air-conditioning units anywhere in the said Unit apart from the designated areas as approved by the Promoter and shall not to change the manner of installation of the air-conditioners.
- 39.55 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 Unit, at the cost of the Allottee.

- 39.56 That the Allottee shall ensure that the co-workers, employees , staff visiting the said Unit use only the common toilets and while so using, keep the common toilets clean and dry.
- 39.57 Not to obstruct the Promoter/ Association (upon formation) in their acts relating to the Complex Common Areas (if any), amenities and facilities and not obstruct the Promoter in constructing on other portions of the Building/or the Project and selling or granting rights to any person on any part of the said Building.
- 39.58 The Allottee shall not claim partition of the Complex Common Areas share which shall remain undivided and indivisible.
- 39.59 The Allottee shall not,without prior permission of the Maintenance Company/Association, use any window on the external façade of the Commercial Building as a display window and shall thereafter use the same only in the manner as permitted by the Maintenance Company/Association.
- 39.60 The Allottee shall not,without the prior permission of the Maintenance Company/Association ,hold any promotion events or live performances in the Complex Common Areas of the Commercial Complex
- 39.61 The Commercial Complex/Project will bear the name “PRIMARC CHAMBERS” and the name of the Project shall remain unchanged at every point of time.
- 39.62 The Allottee hereby agrees and covenants that he shall not use the Commercial Unit for setting up or carrying out the business of running a Nursing Home, a Spa and/or a Massage Parlour and /or a Dispensary. The Allottee further agrees not to run a Restaurant /Cafeteria except in the designated areas allocated for the same.
- 39.63 The Allottee hereby agrees and accepts that the Exclusive Floor Areas and/or Exclusive Common Lobby if so allotted, will be exclusively used by the Allottee who has opted for the same and the same will not form a part of the Complex Common Areas to be shared in common with all other Allottees of the Building .
- 39.64 The Allottee further agrees and understands that the Allottee who has opted for the said Exclusive Floor Areas and/or Exclusive Common Lobby ,shall be responsible and liable to maintain the Exclusive Floor Area and /or the Exclusive Common Lobby, at his/her/its cost.
- 39.65 The Allottee shall permit the Promoter/ Association/maintenance Company to have unhindered



access for rendering repairs and maintenance works of all the Common shafts, service Outlets, service points and service lines comprised in the Complex Common areas.

39.66 The Allottee agrees to pay a refundable deposit payable to Promoter being an amount of Rs. 25,000/- ( Rupees Twenty Five Thousand only) at the time of taking over possession of the Unit, The said deposit will be refunded to the Allottee on completion of Fit Out work carried out by the Allottee in its Unit. The Allottee further understands and agrees that the said amount deposited with the Promoter may be adjust against cost of damages, if any, caused to the Project Complex Common areas or the Building/Project by the Allottee caused by the fit out work carried out by the Allottee.

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#### **40. INTERIM MAINTENANCE PERIOD**

40.1 During the interim maintenance period after obtaining of the completion certificate of Project and formation of the Association, the Developer shall through itself or through a facility management company constitute a committee to run, operate, manage and maintain the Complex Common Areas save and except the Exclusive Floor Area (if any) and/or the Exclusive Common Lobby (if any),.

40.2 The Developer shall endeavour that the committee responsible for the maintenance and operation of the Complex Common Areas will be required to provide manpower for maintaining the Complex 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.

40.3 The Developer shall be responsible to provide and maintain essential services in the Project/ Commercial Complex Areas till the taking over of the maintenance of the Project by the Association as provided in this Agreement The cost of such maintenance shall be borne and payable by the Allottee proportionately for the Unit.

40.4 The maintenance and management of Complex 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, insurance, AMC's of

Mechanical Car Parking, valet (if any) etc. It will also include safety and security of the Project/ Commercial Complex such as fire detection and protection and management of general security control of the Project/ Commercial Complex.

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

#### **41. FORMATION OF ASSOCIATION**

- 41.1 The Promoter shall, in accordance with Applicable Laws, , call upon the respective Unit 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 costs and expenses for transfer of the Complex Common Areas , Exclusive Floor Area (if any) and/or Exclusive Common Lobby (if any) to the Association, including but not limited to stamp duty and registration costs, if any. The Allottee hereby authorizes the Promoter 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.
- 41.2 Each Unit in the Project shall represent one (1) share, irrespective of the number of persons owning such Unit. Further, in the event a Unit is owned by more than one 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.
- 41.3 Upon formation of the Association, the Promoter shall handover the Complex Common Areas , Exclusive Floor Area(if any) and/or Exclusive Common Lobby (if any), 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 and the Association

shall take the responsibility for proper safety and maintenance of the Project and of upkeep of all fixtures, equipment and machinery provided by the Promoter , and the Promoter 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.

41.4 The Allottee agrees and undertakes to deposit a non-interest bearing security deposit (as specified in the Payment Plan) with the Promoter in the name of the Association/Maintenance Company, which deposit shall be treated as Sinking Fund/ Maintenance Deposit (“**Sinking Fund**”). The Allottee further agrees and acknowledges that such Sinking Fund shall be handed over to the Association by the Promoter, without any interest, after adjusting/deducting therefrom all amounts then remaining due and payable by the Allottee and the several Co-Buyers of the Project/ Commercial Complex to the Promoter, 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 and/or co-owners of the Project, 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 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 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 to the Association and the Allottee and the Association shall jointly and severally keep the Promoter indemnified for the same.

41.5 The Allottee acknowledges and agrees to allow the Promoter to adjust any receivables and/ or dues towards 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 on account of making such adjustments and/or on account of the Promoter 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.

41.6 The Promoter 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 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 Project/ Commercial 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.

- 41.7 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 Project by the Promoter 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 Unit owners or occupiers of the Building and/or the Project/ Commercial Complex.
- 41.8 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 Project/ Commercial Complex.
- 41.9 Further, the Allottee agrees and undertakes to pay all necessary deposits/charges to the Promoter 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 or the Association, as the case may be, each within such timelines as may be prescribed by the Promoter or the Association, as the case may be.
- 41.10 Without prejudice to the rights available under this Agreement, in the event that any amount payable to the Promoter or the Association is not paid within 2 (two) months from the date of the notice in this regard, the Promoter 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.
- 41.11 It has been agreed by the parties that the Association (s) of all the Allottees of the building in the Project as and when the Project is completed in its entirety shall own in common all Complex Common Areas ,Exclusive Floor Area (if any) and/or Exclusive Common Area (if any),amenities and facilities of the Project/ Commercial Complex together with all easement rights and appurtenances belonging thereto.
- 41.12 Till such time the Apartment Owners Association is formed and the maintenance of the building block is handed over to the Association, the Promoter shall look after the maintenance and for this purpose the Allottee shall pay to the Promoter 'Supervision Charges' calculated @ 15% on total CAM Cost per month for looking after the maintenance of the Project.

## 42. Business Lounge

- 42.1 **Business Lounge Facilities:** For the intending Allottees, the Promoter will construct of Business Lounge of the said Commercial Complex for the Allottees to enjoy various business amenities and facilities. It is clarified that the decision of the Promoter as to what amenities and facilities shall be included in the said business lounge shall be final and binding on the Allottees.
- 42.2 **Membership:** Membership will be applied by the Allottees and shall be granted at the sole discretion of the Promoter, the Allottee (which expression, in the context of the said business lounge means only one(1) person if the number of Allottees under this agreement is more than one(1) as be nominated inter say among the Allottees) agrees to became of member of the said lounge, on the preliminary terms and conditions recorded in this agreement. The Allottee understands and accepts one(1) detailed terms and conditions of the membership and rules and regulation governing use of the said Business Lounge and this facilities will be formulated in due course and circulated to members before the said Business Lounge is made operational (ii) all members (including the allottee/allottees) will be required to abide by this terms and conditions and rules and regulations.
- 42.3 **Membership Scheme in the Said Business Lounge:**The Allottees understands and accepts that (1) membership of the said Business Lounge shall be provided at the discretion of the promoter; ii) the member of the said Business Lounge shall be provided with access card/keys for accessing the facilities of the business lounge; (iii) Member may subject to the reservation of the rules of the admission and rules, bring in case of payment of guest fees; (iv) In the event of sale/transfer of the commercial unit, the membership will stand terminated the transferee shall be granted a new membership at the discretion of the Promoter or facility management company at the then applicable terms and as per rules and regulation of the terms then in force; v) The Allottee may request temporary suspension of his/her usage rights of the said lounge facilities and permission of usage of the said facilities by the tenant under his/her membership if such permission is granted the tenant may use the said business lounge only during the tenure of the tenancy subject to payment of all charges would have been payable by the Allottee;
- 42.4 **Facilities Of The Said Business Lounge:** Notwithstanding anything contained in the rules of the Business Lounge, the Allottee understands and accepts that the Promoter shall have the sole right and discretion in the planning and details of the facilities of the Business Lounge and the same may also be varied at the said discretion of the promoter ;

- 42.5 **Membership Card:** The member will be provided with one membership card to access the said Business Lounge, in case the said membership card is lost and misuse the same will be replace at an extra cost to the member.
- 42.6 **Business Lounge Manager:** The Allottee understands and accepts that the Said Business Lounge may (at the sole discretion of the Promoter and subject to availability) be managed and operated professionally through a Manager or a Facility Management Company(**Lounge Manager**), to be initially engaged by the Promoter. It is clarified that till and until the appointment of the Lounge Manager the Promoter or its subsidiary will manage and maintain the day to day operations of the Said Business Lounge and the Allottee understands and accepts such decision of the Promoter and shall always cooperate the Promoter and its subsidiary for smooth operation of the said Business Lounge.
- 42.7 **Membership Fee, Security Deposit and Subscription:** The Allottee understands and accepts that (1) the Allottee shall have to pay a one-time Business Lounge charges (as mentioned in 1.2 above) for the Said Business Lounge and (2) the Allottee will have to pay annual subscription for membership of the Said Business Lounge,if any, which shall be determined at the time of opening of the Said Business Lounge, at the sole discretion of the Promoter and this shall be in addition to the charges of Common Area Maintenance.

43. The following are to be in continuation to Clause 12 above:

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

- i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles (if any) after the Allottee taking over possession of the Unit, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- ii) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;

- iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- iv) If the Allottee after taking actual physical possession of the Unit, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Unit by making any changes in the Unit, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;
- v) 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 walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.
- vi) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his / her agents in the manner in which same is required to be maintained.
- vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Complex Common Areas , Exclusive Floor Area (if any)and/or Exclusive Common Lobby (if any) and/or in the Unit 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.
- viii) 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 purported defect in the Unit, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause hereinabove.

#### **44. 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 Commercial Unit, 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 Rs.200/- (Rupees Two Hundred) per square feet on Carpet Area (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.

- (e) The Parties understand that on such nomination the amounts already paid towards Stamp Duty and registration fee is nonadjustable or nonrefundable; and that the new nominee/ transferee shall have to pay the Stamp Duty and Registration fees applicable for execution and /or registration of new Agreement For Sale, if required .

**FIRST SCHEDULE**

**(Said Land)**

**ALL THAT** piece and parcel of “Bastu” land admeasuring about 55 cottah 7.19 Sq. Ft., or 3679.59 sq.m. more or less comprised in R.S. Dag Nos. 391, 392, 393 under R.S. Khatian No. 193, 194, 201 & 204, lying and situated at Mouza Laskarhat, J. L. No. 11, Police Station - Tiljala (presently Kasba), District – South 24 Parganas, being Municipal Premises No. 1839 Laskarhat Road, Kolkata – 700 039, within the limits of Kolkata Municipal Corporation of ward No. 107, District - South 24 Parganas, West Bengal, the said land shown in “RED” color and annexed hereto and marked as “ANNEXURE-A., the said land butted and bounded are as follows:-

ON THE NORTH :                      Laskarhat Road.

ON THE SOUTH :                      Canal.

ON THE EAST :                      R.S. Dag Nos. 394 Premises No. 1720.

ON THE WEST :                      Premises No. 1693/A, Arsalan Restaurant, Passage & Canal.

**SECOND SCHEDULE**

**(Devolution of Title)**

**Devolution on Title of R.S. Dag Nos. 391 And 392**

1. **WHEREAS** one SuradhaniDasi was the absolute owner of All That piece and parcel land measuring 4 (four) *bigha* 1 (one) *cottah*, 10 Chittacks, 36 sq.ft., more or less, equivalent to 135 (one hundred and thirty five) decimal[ Land area 120 decimals in R.S. dag No. 391 & Land area 15 decimals in R.S. Dag No. 392], more or less, comprised in R.S. *Dag* Nos. 391 and 392, recorded in R.S. *Khatian* No. 193,& 194,*Mouza*Laskarhat, J.L. No. 11, Police Station Tiljala, District Sub-Registration Alipore (hereinafter called the **Larger Property**).
2. **AND WHEREAS** Suradhani Dasi by a Deed of Conveyance dated 3<sup>rd</sup> March, 1956, registered in the Office of the District Registration Office Alipore, in Book No. I, Volume No. 38, at Pages 61 to 64, being Deed No.1639 for the year 1956, sold All That piece and parcel land measuring 4 (four) *bigha* and 2 (two) *cottah*, more or less, equivalent to 135 (one hundred and thirty five) decimal, more or less, comprised in R.S. *Dag* Nos. 391 and 392, recorded in R.S. *Khatian* No. 193,& 194, *Mouza*Laskarhat, J.L. No. 11, Police Station Tiljala, District Sub-Registration Aliporeto Hari Ananda Sarkar, Joy Govinda Sarkar and Gobinda Chandra Mondal (collectively Hari Ananda Sarkar And Others), each of them having undivided 1/3<sup>rd</sup> (one-third) share therein.
3. **AND WHEREASy** virtue of a Deed of Sale dated 13th May, 1965, registered at the Office of the Sub-Registrar at Alipore and recorded in Book I, Volume No. 91, pages from 7 to 9, being Deed No. 4064 for the year 1965, Gobinda Chandra Mondal sold and transferred his share in land measuring 1.35 acre situated in C.S. Dag No. 391 under R.S. *Khatian* No. 193 and C.S. Dag No. 392 under *Khatian* No. 194 in *Mouza* Laskarhat, J.L.No.11, Touzi No. 2998 under Police Station Tollygunge, now Tiljala, District 24 Parganas to Joy Gobinda Sarkar.
4. **AND WHEREAS** JayGobinda Sarkar by a Deed of Conveyance, registered in the Office of the Sub-Registrar, Alipore, in Book No. I, Volume No.40, at Pages 203 to 205, being Deed No. 2129 for the year 1966, sold to Uddhav Chandra Sarkar and Anil Chandra

Sarkar (collectively **Uddhav Chandra Sarkar And Another**) land measuring 33 (thirty three) decimal, more or less, equivalent to 1 (one) *bigha*, more or less, out of the Larger Property.

5. **AND WHEREAS** Uddhav Chandra Sarkar and Anil Chandra Sarkar mutually partitioned the said land measuring 33 (thirty three) decimal, more or less, equivalent to 1 (one) *bigha*, more or less, by a Deed of Partition, registered in the Office of the District Registrar Alipore, in Book No. I, Volume No. 325, at Pages 223 to 231, being Deed No. 18408 for the year 1992 and each of them has become the owner of land measuring 10 (ten) *cottah*, more or less, equivalent to 16.50 (sixteen point five zero) decimal, more or less
6. **AND WHEREAS** Anil Chandra Sarkar by a Deed of Gift dated 19<sup>th</sup> December, 2003, registered in the Office of the District Sub-Registration-III, Alipore, South 24 Parganas, in Book No. I, Volume No. 1, at Pages 8396 to 8413, being Deed No. 325 for the year 2004, Anil Chandra Sarkar gifted his share to Uddhav Chandra Sarkar.
7. **AND WHEREAS** Uddhav Chandra Sarkar by a Deed of Conveyance dated 13<sup>th</sup> September, 2004, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, Volume No. 1, at Pages 1 to 16, being Deed No. 07351 for the year 2004, sold land measuring (i) 8 (eight) *cottah* and 6 (six) *chittack*, more or less, comprised in R.S. *Dag* No. 391 and (ii) 1 (one) *cottah* and 10 (ten) *chittack*, more or less, comprised in R.S. *Dag* No. 392, totalling to land measuring 10 (ten) *cottah*, to Oriental Trimex Limited. The said Deed was duly rectified by a Deed of Rectification dated 9<sup>th</sup> January, 2007, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, Volume No. 1, at Pages 1 to 9, being Deed No. 231 for the year 2007.
8. **AND WHEREAS** Uddhav Chandra Sarkar by a Deed of Conveyance dated 7<sup>th</sup> November, 2015, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, Volume Number 1901-2015, at Pages 152046 to 152080, being Deed No. 190108788 for the year 2015, sold land measuring (i) 5 (five) *chittack*, more or less, comprised in R.S. *Dag* No. 391 and (ii) 3 (three) *cottah* and 11 (eleven) *chittack*, more or less, comprised in R.S. *Dag* No. 392, totalling to land measuring 4 (four) *cottah*, to Ashoka Business Systems Private Limited, Skylark Niwas Private Limited and

SalasarAbasan Private Limited (collectively **Ashoka Business Systems Private Limited And Others**).

9. **AND WHEREAS** Oriental Trimex Limited by a Deed of Conveyance dated 8<sup>th</sup> September, 2015, registered in the Office of the Additional Registrar of Assurances I, Kolkata, in Book No. I, Volume Number 1901-2015, at Pages 102135 to 102170, being Deed No. 190107288 for the year 2015, sold land measuring (i) 8 (eight) *cottah* and 6 (six) *chittack*, more or less, comprised in R.S. *Dag* No. 391 and (ii) 1 (one) *cottah* and 10 (ten) *chittack*, more or less, comprised in R.S. *Dag* No. 392, totalling to land measuring 10 (ten) *cottah*, to Ashoka Business Systems Private Limited And Others.
10. **AND WHEREAS** Hari Ananda Sarkar, being co-owners of Jay Gobinda Sarkar and Gobinda Chandra Mondal, died leaving behind him surviving his wife Parmeswari Sarkar and 4 (four) sons, namely, Manik Chand Sarkar, Sunil Sarkar, Motilal Sarkar and Sudeb Sarkar and 4 (four) married daughters, namely, Bina Roy, Sabita Das, Kabita Biswas and Swapna Mondal, as his only legal heirs and heiresses (hereinafter collectively referred as **Legal Heirs Of Late Hari Ananda Sarkar**), who inherited the entire right, title and interest of Late Hari Ananda Sarkar in the Larger Property.
11. **AND WHEREAS** Gobinda Chandra Mondal by a Deed of Conveyance dated 13<sup>th</sup> May, 1965, registered in the Office of the District Registrar Alipore, in Book No. I, Volume No. 91, at Pages 10 to 12, being Deed No. 4065 for the year 1965, sold to Manik Chand Sarkar, Sunil Sarkar, Motilal Sarkar and Sudeb Sarkar, land measuring 22.5 (twenty two point five) decimal, more or less, out of his share in the Larger Property.
12. **AND WHEREAS** the Legal Heirs Of Late Hari Ananda Sarkar, by a Deed of Conveyance dated 19<sup>th</sup> March, 1998, registered in the Office of the Additional District Sub-Registrar, Sealdah, in Book No. I, being Deed No. 1499 for the year 1998, sold land measuring 4 (four) *cottah* 4 (four) *chittack* and 15 (fifteen) square feet, more or less, comprised in R.S. *Dag* Nos. 391 and 392, to BijayBaid.
13. **AND WHEREAS** BijayBaid, by a Deed of Conveyance dated 8<sup>th</sup> March, 2002, registered in the Office of the Additional District Sub-Registrar, Sealdah, in Book No. I, Volume No. 117, at Pages 202 to 213, being Deed No. 2212 for the year 2003, sold to Rajesh Punia *alias* Rajesh Kumar Punia land measuring 152 (one hundred and fifty two) square feet, more or less, comprised in R.S. *Dag* No. 391.

14. **AND WHEREAS** Rajesh Punia *alias* Rajesh Kumar Punia, by a Deed of Conveyance dated 8<sup>th</sup> September, 2015, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, Volume Number 1901-2015, at Pages 102171 to 102204, being Deed No. 190107289 for the year 2015, sold land measuring 152 (one hundred and fifty two) square feet, more or less, comprised in R.S. *Dag* No. 391, to Ashoka Business Systems Private Limited And Others.
15. **AND WHEREAS** the Legal Heirs Of Late Hari Ananda Sarkar, by a Deed of Conveyance dated 19<sup>th</sup> March, 1998, registered in the Office of the District Sub-Registrar, Alipore, in Book No. I, being Deed No. 1500, sold land measuring 3 (three) *cottah* 15 (fifteen) *chittack* 30 (thirty) square feet , more or less, comprised in R.S. *Dag* No. 391, to Bidisha Das.
16. **AND WHEREAS** the Legal Heirs Of Late Hari Ananda Sarkar, by a Deed of Conveyance dated 19<sup>th</sup> March, 1998, registered in the Office of the District Sub-Registrar, Alipore, in Book No. I, being Deed No. 1501, sold land measuring 3 (three) *cottah* 8(eight) *chittack* 15(fifteen) square feet , more or less, comprised in R.S. *Dag* No. 391, to Bipasha Das.
17. **AND WHEREAS** Bidisha Das by a Deed of Conveyance dated 10<sup>th</sup> December, 1999, registered in the Office of the District Sub-Registrar-III, Alipore, in Book No. I, Volume No. 25, at Pages 175 to 184, being Deed No. 864 for the year 2000, sold land measuring 3 (three) *cottah* 15 (fifteen) *chittack* and 30 (thirty) square feet, more or less, equivalent to 6.577 (six point five seven seven) decimal, more or less, comprised in R.S. *Dag* Nos. 391, to Santharam Venkat Narayan.
18. **AND WHEREAS** Bipasha Das by another Deed of Conveyance dated 10<sup>th</sup> December, 1999, registered in the Office of the District Sub-Registrar-III, Alipore, in Book No. I, Volume No. 25, at Pages 185 to 194, being Deed No. 865 for the year 2000, sold land measuring 3 (three) *cottah* 8 (eight) *chittack* and 15 (fifteen) square feet, more or less, comprised in R.S. *Dag* Nos. 391, to Prabha Sankar.
19. **AND WHEREAS** Santharam Venkat Narayan by a Deed of Conveyance dated 11<sup>th</sup> September, 2001, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, Volume No. 165, at Pages 31 to 44, being Deed No. 7470 for

the year 2001, sold land measuring 3 (three) *cottah* 15 (fifteen) *chittack* and 30 (thirty) square feet, more or less, comprised in R.S. *Dag* Nos. 391, to Rajesh Punia.

20. **AND WHEREAS** Prabha Sankar by a Deed of Conveyance dated 11<sup>th</sup> September, 2001, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, Volume No. 165, at Pages 45 to 57, being Deed No. 7471 for the year 2001, sold land measuring 3 (three) *cottah* 8 (eight) *chittack* and 15 (fifteen) square feet, more or less, comprised in R.S. *Dag* Nos. 391, to Rajesh Punia.
21. **AND WHEREAS** Rajesh Punia by a Deed of Conveyance dated 31<sup>st</sup> March, 2008, registered in the Office of the District Sub-Registrar, Alipore, in Book No. I, Volume No. 1, at Pages 425 to 440, being Deed No. 3194 for the year 2008, sold land measuring 7 (seven) *cottah* and 8 (eight) *chittack*, more or less, comprised in R.S. *Dag* Nos. 391, to Oriental Trimex Limited.
22. **AND WHEREAS** Oriental Trimex Limited by a Deed of Conveyance dated 8<sup>th</sup> September, 2015, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, Volume No. 1901-2015, at Pages 102205 to 102240, being Deed No. 190107290 for the year 2015, sold land measuring 7 (seven) *cottah* and 8 (eight) *chittack*, more or less, comprised in R.S. *Dag* Nos. 391, to Ashoka Business Systems Private Limited And Others.
23. **AND WHEREAS** the said Ashoka Business Systems Private Limited, SalasarAbasan Pvt. Ltd and Skylark Niwas Pvt Ltd. Jointly owner of Land area 21 cottahas 11 Chittacks 17 sq. Ft. i.e. 35.88 decimals [ Land area 16 cottahas 6 Chittacks 27.12 sq. Ft. i.e. 27.12 decimals in R.S. dag No. 391 & Land area 5 cottahas 5 Chittacks 8.76 sq. Ft. i.e. 8.76 decimals in R.S. Dag No. 392, more or less, out of the Larger Property.
22. **AND WHEREAS** the said Ashoka Business Systems Private Limited, SalasarAbasan Pvt. Ltd and Skylark Niwas Pvt Ltd. Jointly mutated their names in the concerned B.L. & L.R.O. The details are as Follows:-

(i) R.S. Dag No. 391 under R.S. Khatian No. 193

Owners Name	Purchase area (in Decimals)	Mutated area (in decimals)	Converted Area (in Decimals)

Ashoka Business Systems Private Limited	9.04	8.912	8.912
SalasarAbasan Pvt. Ltd	9.04	8.912	8.912
Skylark Niwas Pvt Ltd.	9.04	8.912	8.912
Total	27.12	26.736	26.736

(ii) R.S. Dag No. 392 under R.S. Khatian No. 194

Owners Name	Purchase area (in Decimals)	Mutated area (in decimals)	Converted Area (in Decimals)
Ashoka Business Systems Private Limited	2.92	2.67	2.67
SalasarAbasan Pvt. Ltd	2.92	2.67	2.67
Skylark Niwas Pvt Ltd.	2.92	2.67	2.67
Total	8.76	8.01	8.01

**Title R.S. Dag No. 393**

1. **WHEREAS** Pranab Prasad Roy and Pratibha Chandra Roy were *inter alia* the absolute owner of land measuring 117 (one hundred and seventeen) decimal, more or less, comprised in R.S. Dag No. 393, under R.S. Khatian Nos. 201 & 204 Mouza Laskarhat, J.L. No. 11, Police Station Tiljala, District Sub-Registration Alipore (hereinafter called the **Larger Property**).
2. **AND WHEREAS** during enjoyment of joint ownership Pranab Prasad Roy and Pratibha Chandra Roy executed a Deed of Partition dated 23<sup>rd</sup> August, 1967, registered in the

Office of the District Sub-Registrar, Alipore, in Book No. I, Volume No. 77, being Deed No. 6392 for the year 1967, wherein Pranab Prasad Roy was absolutely allotted the entirety of land measuring 58 (fifty eight) decimal, more or less, comprised in R.S. *Dag*No. 393, under R.S. Khatian No. 204 *Mouza*Laskarhat, J.L. No. 11, Police Station Tiljala, District Sub-Registration Alipore out of the Larger Property.

3. **AND WHEREAS** the said Pranab Prasad Roy by a Deed of Conveyance dated 13<sup>th</sup> November, 1968, registered in the Office of the District Sub-Registrar, Alipore, in Book No. I, Volume No. 127, at Pages 103 to 106, being Deed No. 6645 for the year 1968, sold to one Biswanath Debnath land measuring 49.5 (forty nine point five) decimal, more or less, comprised in R.S. *Dag* No. 393, under R.S. Khatian No. 204 *Mouza*Laskarhat, J.L. No. 11, Police Station Tiljala, District Sub-Registration Alipore out of land measuring 58 (fifty eight) decimal, more or less (hereinafter called the **First Mother Property**).
4. **AND WHEREAS** subsequent to his purchase Biswanath Debnath divided the entirety of the First Mother Property into several plots.
5. **AND WHEREAS** Biswanath Debnath by a Deed of Conveyance dated 13<sup>th</sup> November, 1968, registered in the Office of the Joint Sub-Registrar, Alipore, in Book No. I, Volume No. 119, being Deed No. 6647 for the year 1968, sold to Radha Singh, wife of Gurudayal Singh **ALL THAT** piece and parcel of land measuring 2 (two) *cottah*, more or less, comprised in R.S. *Dag* No. 393, recorded in R.S. Khatian No. 204, *Mouza*Laskarhat, J.L. No. 11, Police Station Tiljala, District Sub-Registration Alipore (hereinafter called **First Plot of Land**) being a portion of the First Mother Property.
6. **AND WHEREAS** the said Radha Singh by a Deed of Conveyance dated 9<sup>th</sup> November, 2006, registered in the Office of the Additional Registrar of Assurances-II, Kolkata, in Book No. I, Volume No. 1, at Pages 1 to 29, being Deed No. 1610 for the year 2007, sold to Devrup Vanijya Private Limited, Rising Vanijya Private Limited, Style Tracom Private Limited and Rishabh Dev Private Limited (hereinafter collectively referred as **Devrup Vaniya Private Limited And Others**) the entirety of the First Plot of Land.
7. **AND WHEREAS** Biswanath Debnath by a Deed of Conveyance dated 13<sup>th</sup> November, 1968, registered in the Office of the Joint Sub-Registrar, Alipore, in Book No. I, Volume No. 126, at Pages 100 to 103, being Deed No. 6646 for the year 1968, sold to Sukhdeb



Prasad *alias* Sukhdeb Prasad Das, son of Late Ruchai Prasad Das **ALL THAT** piece and parcel of land measuring 11 (eleven) cottah, more or less, comprised in R.S. *Dag* No. 393, recorded in R.S. *Khatian* No. 204, *Mouza* Laskarhat, J.L. No. 11, Police Station Tiljala, District Sub-Registration Alipore (hereinafter called **Second Plot of Land**) being a portion of the First Mother Property.

8. **AND WHEREAS** the said Sukhdeb Prasad *alias* Sukhdeb Prasad Das by a Deed of Conveyance dated 9<sup>th</sup> December, 2006, registered in the Office of the Additional Registrar of Assurances-II, Kolkata, in Book No. I, Volume No. 1, at Pages 1 to 25, being Deed No. 1060 for the year 2007, sold to Devrup Vaniya Private Limited And Others the entirety of the Second Plot of Land.
9. **AND WHEREAS** Biswanath Debnath by a Deed of Conveyance dated 13<sup>th</sup> November, 1968, registered in the Office of the Joint Sub-Registrar, Alipore, in Book No. I, Volume No. 127, at Pages 107 to 110, being Deed No. 6649 for the year 1968, sold to Ram Narayan Sett, son of Late Kanick Sett **ALL THAT** piece and parcel of land measuring 9 (nine) cottah, more or less, comprised in R.S. *Dag* No. 393, recorded in R.S. *Khatian* No. 204, *Mouza* Laskarhat, J.L. No. 11, Police Station Tiljala, District Sub-Registration Alipore (hereinafter called **Third Plot of Land**) being a portion of the First Mother Property.
10. **AND WHEREAS** the said Ram Narayan Sett by a Deed of Conveyance dated 22<sup>nd</sup> March, 2007, registered in the Office of the Additional Registrar of Assurances-II, Kolkata, in Book No. I, CD Volume No. 69 pages 2211-2243 being Deed No. 2750 for the year 2008, sold to Devrup Vaniya Private Limited And Others the entirety of the Third Plot of Land.
11. **AND WHEREAS** Biswanath Debnath by a Deed of Conveyance dated 13<sup>th</sup> November, 1968, registered in the Office of the Joint Sub-Registrar, Alipore, in Book No. I, Volume No. 115, at Pages 245 to 248, being Deed No. 6648 for the year 1968, sold to Radha Rani Sett, wife of Ram Narayan Sett **ALL THAT** piece and parcel of land measuring 6 (six) cottah and 2 (two) chittack, more or less, comprised in R.S. *Dag* No. 393, recorded in R.S. *Khatian* No. 204, *Mouza* Laskarhat, J.L. No. 11, Police Station Tiljala, District Sub-Registration Alipore (hereinafter called **Fourth Plot of Land**) being a portion of the First Mother Property.

12. **AND WHEREAS** the said Radha Rani Sett by a Deed of Conveyance dated 22<sup>nd</sup> March, 2007, registered in the Office of the Additional Registrar of Assurances-II, Kolkata, in Book No. I, Volume No. 69 Pages 2182 to 2210 being Deed No. 2749 for the year 2008, sold to Devrup Vaniya Private Limited And Others the entirety of the Fourth Plot of Land.
13. **AND WHEREAS** the Said Devrup Vaniya Private Limited, Rising Vaniya Private Limited, Style Tradecom Private Limited and Rishabh Dev Builders Private Limited Jointly owner of Land area 28 cottahas 02 Chittacks. i.e. 46.88 decimals, more or less, comprised in R.S. *Dag* No. 393, recorded in R.S. *Khatian* No. 204, *Mouza* Lashkarhat, J.L. No. 11, Police Station Tiljala, District Sub-Registration Alipore out of the First Mother Property.
14. **AND WHEREAS** the Said Devrup Vaniya Private Limited, Rising Vaniya Private Limited, Style Tradecom Private Limited and Rishabh Dev Builders Private Limited Jointly mutated their names in the concerned B.L. & L.R.O. The details are as Follows:-

R.S. *Dag* No. 393 under R.S. *Khatian* No. 204

Owners Name	Purchase area (in Decimals)	Mutated area (in decimals)	Converted Area (in Decimals)
Devrup Vaniya Private Limited	11.62	6.995	6.995
Rising Vaniya Private Limited	11.62	6.995	6.995
Style Tradecom Private Limited	11.62	6.995	6.995
Rishabh Dev Builders Private Limited	11.62	6.995	6.995
Total	46.48	27.98	27.98

15. **AND WHEREAS** by virtue of the Deed of Partition dated 23<sup>rd</sup> August, 1967, registered in the Office of the District Sub-Registrar, Alipore, in Book No. I, Volume No. 77, being Deed No. 6392 for the year 1967, wherein Pratibha Chandra Roy was absolutely allotted the entirety of land measuring 59 (fifty nine) decimal, more or less, comprised in R.S. *Dag* No. 393, under R.S. Khatian No. 201, *Mouza* Laskarhat, J.L. No. 11, Police Station Tiljala, District Sub-Registration Alipore out of the Larger Property (hereinafter called the **Second Mother Property**).
15. **AND WHEREAS** Subsequent to the Deed of Partition, Pratibha Chandra Roy divided the entirety of the Second Mother Property into several plots.
16. **AND WHEREAS** Pratibha Chandra Roy by a Deed of Conveyance dated 30<sup>th</sup> August, 1982, registered in the Office of the Sub-Registrar, Alipore, in Book No. I, being Deed No. 5135 for the year 1982, sold to Kamta Prasad Shaw, Lalta Prasad Shaw, Sant Prasad Shaw, Phool Chand Shaw, Mool Chand Shaw and Lal Chand Shaw (hereinafter collectively as **Kamta Prasad Shaw And Others**) All That Plot No. A, being land measuring 2 (two) *cottah* and 8 (eight) *chittack*, more or less, out of the Second Mother Property together with a 12 feet wide common passage (hereinafter referred as **Plot A**).
17. **AND WHEREAS** Kamta Prasad Shaw And Others by a Deed of Conveyance dated 9<sup>th</sup> February, 1996, registered in the Office of the Additional District Sub-Registrar, Sealdah, in Book No. I, Volume No. 7, at Pages 248 to 258, being Deed No. 264 for the year 1996, sold of Plot A to Joydeep Mazumder, Aparajita Mazumder, Sudeep Mazumder, Nilothpaula Mazumder, Anil Tolasaria, Rekha Tolasaria, Ruchir Bose and Pallabi Bose *alias* Poulami Bose (hereinafter collectively as **Joydeep Mazumder And Others**)
18. **AND WHEREAS** Pratibha Chandra Roy by a Deed of Conveyance dated 1<sup>st</sup> September, 1982, registered in the Office of the Sub-Registrar, Alipore, in Book No. I, Volume No. 319, at Pages 98 to 107, being Deed No. 12313 for the year 1982, sold to Debi Prasad Shaw, Ganesh Prasad Shaw, Naresh Prasad Shaw and Suresh Prasad Shaw (hereinafter collectively referred as **Debi Prasad Shaw And Others**) All That Plot No. D, being land measuring 4 (four) *cottah*, out of the Second Mother Property together with a 12 feet wide common passage (hereinafter referred as **Plot D**).
19. **AND WHEREAS** Debi Prasad Shaw And Others by a Deed of Conveyance dated 13<sup>th</sup> February, 1996, registered in the Office of the Additional District Sub-Registrar,

- Sealdah, in Book No. I, Volume No. 8, at Pages 47 to 61, being Deed No. 289 for the year 1996, sold of Plot D to Joydeep Mazumder, Aparajita Mazumder, Sudeep Mazumder and Nilothpaula Mazumder, Anil Tolasaria, Rekha Tolasaria, Ruchir Bose and Pallabi Bose *alias* Poulami Bose (hereinafter collectively as **Joydeep Mazumder And Others**).
20. **AND WHEREAS** Pratibha Chandra Roy by a Deed of Conveyance dated 30<sup>th</sup> August, 1982, registered in the Office of the Sub-Registrar, Alipore, in Book No. I, Volume No. 125, at Pages 208 to 216, being Deed No. 5134 for the year 1982, sold to Bhagwati Prasad Shaw All That Plot No. E, being land measuring 1 (one) *cottah* and 8 (eight) *chittack*, out of the Second Mother Property together with a 12 feet wide common passage (hereinafter referred as **Plot E**).
21. Bhagwati Prasad Shaw died intestate leaving behind him surviving his wife Smt. Durga Devi and son namely Bikash Kumar Shaw as his only legal heirs and successors and no other person or persons as his only legal heirs and successors (hereinafter collectively referred as **Durga Devi And Another**)
22. **AND WHEREAS** Durga Devi And Another by a Deed of Conveyance dated 28<sup>th</sup> February, 1996, registered in the Office of the Additional District Sub-Registrar, Sealdah, in Book No. I, Volume No. 36, at Pages 94 to 110, being Deed No. 1450 for the year 1996, sold of Plot E to Anil Tolasaria, Rekha Tolasaria, Ruchir Bose and Pallabi Bose *alias* Poulami Bose, Joydeep Mazumder, Aparajita Mazumder, Sudeep Mazumder and Nilothpaula Mazumder hereinafter collectively as Anil Tolasaria **And Others**).
23. **AND WHEREAS** Pratibha Chandra Roy by a Deed of Conveyance dated 1<sup>st</sup> September, 1982, registered in the Office of the Sub-Registrar, Alipore, in Book No. I, being Deed No. 5132 for the year 1982, sold to Deoraj Prasad Gupta and Prithvi Raj Gupta (hereinafter collectively referred as **Deoraj Prasad Gupta And Another**) All That Plot No. F, being land measuring 3 (three) *cottah*, out of the Second Mother Property together with a 12 feet wide common passage (hereinafter referred as **Plot F**).
24. **AND WHEREAS** Deoraj Prasad Gupta And Another by a Deed of Conveyance dated 9<sup>th</sup> February, 1996, registered in the Office of the Additional District Sub-Registrar, Sealdah, in Book No. I, Volume No. 7, at Pages 259 to 274, being Deed No. 265 for the year 1996, sold of Plot F to Anil Tolasaria, Rekha Tolasaria, Ruchir Bose and Pallabi Bose

*alias*Poulami Bose, JoydeepMazumder, AparajitaMazumder, Sudeep Mazumder and NilothpaulaMazumder (hereinafter collectively as Anil Tolasaria **And Others**)..

25. **AND WHEREAS** Pratibha Chandra Roy by a Deed of Conveyance dated 30<sup>th</sup> August, 1982, registered in the Office of the Sub-Registrar, Alipore, in Book No. I, being Deed No. 5131 for the year 1982, sold to Lakhan Lal Baraiand Ashok Kumar Prasad (hereinafter collectively referred as **Lakhan Lal Barai And Another**) All That Plot No. G, being land measuring 2 (two) *cottah*, out of the Second Mother Property together with a 12 feet wide common passage (hereinafter referred as **Plot G**).
26. **AND WHEREAS** Lakhan Lal BaraiAnd Another by a Deed of Conveyance dated 9<sup>th</sup> July, 1996, registered in the Office of the Additional District Sub-Registrar, Sealdah, in Book No. I, Volume No. 84, at Pages 23 to 40, being Deed No. 3266 for the year 1996, sold of Plot G to Anil Tolasaria, Rekha Tolasaria, Ruchir Bose and Pallabi Bose *alias*Poulami Bose , JoydeepMazumder, AparajitaMazumder, Sudeep Mazumder and NilothpaulaMazumder (hereinafter collectively as Anil Tolasaria **And Others**).
- 27.. **AND WHEREAS** Pratibha Chandra Roy by a Deed of Conveyance dated 1<sup>st</sup> September, 1982, registered in the Office of the Sub-Registrar, Alipore, in Book No. I, Volume No. 319, at Pages 136 to 144, being Deed No. 12317 for the year 1982, sold to Hari Shaw and Govinda Prasad Gupta All That Plot No. J, being land measuring 2 (two) *cottah*, out of the Second Mother Property together with a 12 feet wide common passage (hereinafter referred as **Plot J**).
28. **AND WHEREAS**Govinda Prasad Gupta by a Deed of Conveyance dated 29<sup>th</sup> August, 1996, registered in the Office of the Additional District Sub-Registrar, Sealdah, in Book No. I, Volume No. 84, at Pages 77 to 96, being Deed No. 3269 for the year 1996, sold of Plot J to Anil Tolasaria, Rekha Tolasaria, Ruchir Bose and Pallabi Bose *alias*Poulami Bose , JoydeepMazumder, AparajitaMazumder, Sudeep Mazumder and NilothpaulaMazumder (hereinafter collectively as Anil Tolasaria **And Others**).

Pertinent to mention herein that, though Hari Shaw was the owner of undivided ½ share of Plot J, but inadvertently the entirety of Plot J was sold by Govinda Prasad Gupta.

29. **AND WHEREAS** after demise of Hari Shaw, by his son Pratap Kumar Shaw and wife Usha Bharati jointly sold by a Deed of Conveyance dated 5<sup>th</sup> September, 1996, registered in the Office of the Additional District Sub-Registrar, Sealdah, in Book No. I, Volume

No. 84, at Pages 59 to 76, being Deed No. 3268 for the year 1996, sold of Plot J to Anil Tolasaria, Rekha Tolasaria, Ruchir Bose and Pallabi Bose *alias* Poulami Bose , Joydeep Mazumder, Aparajita Mazumder, Sudeep Mazumder and Nilothpaula Mazumder (hereinafter collectively as Anil Tolasaria **And Others**).

30. **AND WHEREAS** Pratibha Chandra Roy by a Deed of Conveyance dated 1<sup>st</sup> September, 1982, registered in the Office of the Sub-Registrar, Alipore, in Book No. I, being Deed No. 12316 for the year 1982, sold to Prem Chand Gupta, Om Prakash Gupta and Jai Prakash Gupta (hereinafter collectively referred as **Prem Chand Gupta And Others**) All That Plot No. K, being land measuring 2 (two) *cottah*, out of the Second Mother Property together with a 12 feet wide common passage (hereinafter referred as **Plot K**).
31. **AND WHEREAS** Prem Chand Gupta And Others by a Deed of Conveyance dated 9<sup>th</sup> July, 1996, registered in the Office of the Additional District Sub-Registrar, Sealdah, in Book No. I, Volume No. 84, at Pages 41 to 58, being Deed No. 3267 for the year 1996, sold undivided ½ (half) share of Plot K to Anil Tolasaria, Rekha Tolasaria, Ruchir Bose and Pallabi Bose *alias* Poulami Bose , Joydeep Mazumder, Aparajita Mazumder, Sudeep Mazumder and Nilothpaula Mazumder (hereinafter collectively as Anil Tolasaria **And Others**).
32. **THUS**, by virtue of the aforesaid purchases Joydeep Mazumder, Aparajita Mazumder, Sudeep Mazumder and Nilothpaula Mazumder (herein after Collectively as Joydeep Mazumder And Others) have become the owners of undivided ½ (half) share of Plot A, Plot B, Plot C, Plot D, Plot E, Plot F, Plot G, Plot J and Plot K, together with 12 feet wide common passage and Anil Tolasaria, Rekha Tolasaria, Ruchir Bose and Pallabi Bose *alias* Poulami Bose (hereinafter collectively as Anil Tolasaria And Others) have become the owners of undivided ½ (half) share of Plot A, Plot D, Plot E, Plot F, Plot G, Plot J and Plot K, together with 12 feet wide common passage.
33. **AND WHEREAS** Joydeep Mazumder And Others by a Deed of Conveyance dated 21<sup>st</sup> April, 2007, registered in the Office of the Additional Registrar of Assurances-II, Kolkata, in Book No. I, Volume No.1, at Pages 1 to 27, being Deed No, 4542 for the year 2007, sold to Aakooti Vinimoy Private Limited and Sun Club Vyapar Private Limited (collectively **Aakooti Vinimay Private Limited And Another**) undivided ½ (half) share of Plot A, Plot D, Plot E, Plot F, Plot G, Plot J and Plot K, together with 12 feet

wide common passage, measuring about 8.5 (eight point five) *cottah*,, i.e. 14.065 decimals, more or less.

34. **THUS**, Anil Tolasaria And Others, namely, Anil Tolasaria, Rekha Tolasaria, Ruchir Bose and Pallabi Bose *alias* Poulami Bose, remained seized and possessed of undivided  $\frac{1}{2}$  (half) share of Plot A, Plot D, Plot E, Plot F, Plot G, Plot J and Plot K, together with 12 feet wide common passage, each of them having undivided  $\frac{1}{8}$ <sup>th</sup> (one-eighth) share therein.
35. **AND WHEREAS** Anil Tolasaria and Rekha Tolasaria (collectively **Anil Tolasaria And Another**) By a Deed of Conveyance dated 16<sup>th</sup> May, 2013, registered in the Office of the District Sub-Registrar-III, South 24 Parganas, in Book No. I, CD Volume No. 9, at Pages 9246 to 9262, being Deed No. 4689 for the year 2013, jointly sold their undivided  $\frac{1}{4}$ <sup>th</sup> (one-fourth) share in Plot G, measuring 8 (eight) *chittack*, more or less, out of 2 (two) *cottah*, more or less, together with 12 feet wide common passage, to Aakooti Vinimay Private Limited And Another.
36. **AND WHEREAS** Anil Tolasaria and Rekha Tolasaria (collectively **Anil Tolasaria And Another**) By a Deed of Conveyance dated 16<sup>th</sup> May, 2013, registered in the Office of the District Sub-Registrar-III, South 24 Parganas, in Book No. I, CD Volume No. 9, at Pages 9212 to 9228, being Deed No. 4691 for the year 2013, jointly sold their undivided  $\frac{1}{4}$ <sup>th</sup> (one-fourth) share in Plot D, measuring 1 (one) *cottah*, more or less, out of 4 (four) *cottah*, more or less, together with 12 feet wide common passage, to Aakooti Vinimay Private Limited And Another.
37. **AND WHEREAS** Anil Tolasaria and Rekha Tolasaria (collectively **Anil Tolasaria And Another**) By a Deed of Conveyance dated 16<sup>th</sup> May, 2013, registered in the Office of the District Sub-Registrar-III, South 24 Parganas, in Book No. I, CD Volume No. 9, at Pages 9263 to 9281, being Deed No. 4693 for the year 2013, jointly sold their undivided  $\frac{1}{4}$ <sup>th</sup> (one-fourth) share in Plot J, measuring 8 (eight) *chittack*, more or less, out of 2 (two) *cottah*, more or less, together with 12 feet wide common passage, to Aakooti Vinimay Private Limited And Another.
38. **AND WHEREAS** Anil Tolasaria and Rekha Tolasaria (collectively **Anil Tolasaria And Another**) By a Deed of Conveyance dated 16<sup>th</sup> May, 2013, registered in the Office of the District Sub-Registrar-III, South 24 Parganas, in Book No. I, CD Volume No. 9, at Pages 9195 to 9211, being Deed No. 4694 for the year 2013, jointly sold their undivided

- 1/4<sup>th</sup> (one-fourth) share in Plot F, measuring 12 (twelve) *chittack*, more or less, out of 3 (three) *cottah*, more or less, together with 12 feet wide common passage, to AakootiVinimay Private Limited And Another.
39. **AND WHEREAS** Anil Tolasaria and Rekha Tolasaria (collectively **Anil Tolasaria And Another**) By a Deed of Conveyance dated 16<sup>th</sup> May, 2013, registered in the Office of the District Sub-Registrar-III, South 24 Parganas, in Book No. I, CD Volume No. 9, at Pages 9136 to 9152, being Deed No. 4688 for the year 2013, jointly sold their undivided 1/4<sup>th</sup> (one-fourth) share in Plot K, measuring 8 (eight) *chittack*, more or less, out of 2 (two) *cottah*, more or less, together with 12 feet wide common passage, to AakootiVinimay Private Limited And Another.
40. **AND WHEREAS** Anil Tolasaria and Rekha Tolasaria (collectively **Anil Tolasaria And Another**) By a Deed of Conveyance dated 16<sup>th</sup> May, 2013, registered in the Office of the District Sub-Registrar-III, South 24 Parganas, in Book No. I, CD Volume No. 9, at Pages 7525 to 7541, being Deed No. 4692 for the year 2013, jointly sold their undivided 1/4<sup>th</sup> (one-fourth) share in Plot E, measuring 6 (six) *chittack*, more or less, out of 1 (one) *cottah* and 8 (eight) *chittack*, more or less, together with 12 feet wide common passage, to AakootiVinimay Private Limited And Another.
41. **AND WHEREAS** Anil Tolasaria and Rekha Tolasaria (collectively **Anil Tolasaria And Another**) By a Deed of Conveyance dated 16<sup>th</sup> May, 2013, registered in the Office of the District Sub-Registrar-III, South 24 Parganas, in Book No. I, CD Volume No. 9, at Pages 9229 to 9245, being Deed No. 4690 for the year 2013, jointly sold their undivided 1/4<sup>th</sup> (one-fourth) share in Plot A, measuring 10 (ten) *chittack*, more or less, out of 2 (two) *cottah* and 8 (eight) *chittack*, more or less, together with 12 feet wide common passage, to AakootiVinimay Private Limited And Another.
42. **AND WHEREAS** Pratibha Chandra Roy by a Deed of Conveyance dated 30<sup>th</sup> August, 1982, registered in the Office of the Sub-Registrar, Alipore, in Book No. I, Volume No. 125, at Pages 198 to 207, being Deed No. 5133 for the year 1982, sold to Sheo Prasad Shaw, Thakur Prasad Shaw, Bhola Prasad Shaw and Shankar Prasad Shaw (hereinafter collectively referred as **Sheo Prasad Shaw And Others**) All That Plot No. H, being land measuring 3 (two) *cottah*, out of the Second Mother Property together with a 12 feet wide common passage (hereinafter referred as **Plot H**).



43. **AND WHEREAS** Sheo Prasad Shaw And Others by a Deed of Conveyance dated 9<sup>th</sup> December, 2005, registered in the Office of the Additional District Sub-Registrar, Sealdah, in Book No. I, Volume No. 77, at Pages 227 to 242, being Deed No. 1630 for the year 2005, sold the entirety of Plot H, to Ram Prasad Jaiswal.
44. **AND WHEREAS** Ram Prasad Jaiswal by a Deed of Conveyance dated 15<sup>th</sup> March, 2012, registered in the Office of the District Sub-Registrar-III, Alipore, in Book No. I, being Deed No. 2291 for the year 2012, sold the entirety of Plot H, to Aakooti Vinimay Private Limited And Another.
45. **AND WHEREAS** Pratibha Chandra Roy by a Deed of Conveyance dated 1<sup>st</sup> September, 1982, registered in the Office of the District Sub-Registrar, Alipore, in Book No. I, Volume No. 319, at Pages 108 to 117, being Deed No. 12314 for the year 1982, sold to Ram Awadh Shaw, Jitendra Prasad Shaw (hereinafter collectively referred as **Ram Awadh Shaw And Another**), land measuring 3 (three) cottah, 8 (eight) chittack, more or less, out of the Second Mother Property together with a 12 feet wide common passage (hereinafter referred as **Plot C**).
46. **AND WHEREAS** Ram Awadh Shaw And Another mutated their names in the records of B.L.&L.R.O. and also before the Kolkata Municipal Corporation, under Ward No.107, and Plot No.C is known as Municipal Premises No.355, Laskarhat.
47. **AND WHEREAS** Ram Awadh Shaw, a Hindu governed by the *Dayabhaga* School of Hindu Law, died intestate on 18<sup>th</sup> April, 2005, leaving behind surviving his wife, Danpati Devi, 4 (four) sons, namely, Tarak Prasad Shaw, Paras Nath Shaw, Deepak Jaiswal, Dinesh Jaiswal, 2 (two) married daughters, namely, Lakhi Shaw and Kiran Jaiswal (collectively **Legal Heirs Of Late Ram Awadh Shaw**), as his only legal heirs and heiresses, who jointly inherited the entirety of Plot No.C.
48. **AND WHEREAS** the Legal Heirs Of Late Ram Awadh Shaw by a Deed of Conveyance dated 20<sup>th</sup> January, 2016, registered in the Office of the District Sub-Registrar III, Alipore, in Book No. I, Volume No. 1603-2016 at Pages 24002 to 24039 being Deed No. 712 for the year 2016, sold 50% of out of Plot C i.e. the land measuring 1 (one) cottah 12 (twelve) chittack, more or less, with R.T. shed structure measuring 100 (one hundred) square feet, more or less, to Shakespeare Promoters Private Limited.

49. **AND WHEREAS** Pratibha Chandra Roy by a Deed of Conveyance dated 1<sup>st</sup> September 1982, registered in the Office of the Sub-Registrar, Alipore, in Book No. I, Volume No. 319, at Pages 118-126, being Deed No. 12315 for the year 1982, sold to Mahendra Prasad Shaw, land measuring 1 (one) *cottah*, 3 (three) *chittack*, more or less, out of the Second Mother Property together with a 12 feet wide common passage (hereinafter referred as **Plot I**).
50. **AND WHEREAS** Mahendra Prasad Shaw by a Deed of Conveyance dated 10<sup>th</sup> February, 2016, registered in the Office of the D.S.R III Alipore (South 24 Parganas), in Book No. I, Volume No. Volume No. 1603-2016, pages from 59467 - 59487, being Deed No. 1843 for the year 2016 sold the entirety of Plot No. I to Shakespeare Promoters Private Limited.
51. **AND WHEREAS** Pratibha Chandra Roy by a Deed of Conveyance dated 30<sup>th</sup> August, 1982, registered in the Office of the Sub-Registrar, Alipore, in Book No. I, Volume No. 125, at Pages 228 to 238, being Deed No. 5136 for the year 1982, sold to Shankar Prasad Shaw, land measuring 2 (two) *cottah*, more or less, out of the Second Mother Property together with a 12 feet wide common passage (hereinafter referred as **Plot B**).
52. **AND WHEREAS** Shankar Prasad Shaw by a Deed of Conveyance dated 16<sup>th</sup> February 2016, registered in the Office of the DSR III Alipore South 24 Parganas, in Book No. I, Volume No. 1603-2016, at Pages 88134 to 88154, being Deed No. 2837 for the year 2016, sold the entirety of Plot No. B to Shakespeare Promoters Private Limited.
53. **AND WHEREAS** Ruchir Bose by a Deed of Conveyance dated 8<sup>th</sup> February, 2016, registered in the Office of the ARA-I, Kolkata, in Book No. I, Volume No. 1901-2016, at Pages 46073-46113, being Deed No. 01278 for the year 2016, sold to Shakespeare Promoters Private Limited, Devrup Vanijya Private Limited And Others land measuring 2 (two) *cottah* 2 (two) *chittack*, more or less, out of the Second Mother Property together with a 12 feet wide common passage (hereinafter referred as **Plot Nos. A,D,E,F,G,J,K**).
54. **AND WHEREAS** Pallabi Bose by a Deed of Conveyance dated 8<sup>th</sup> February, 2016, registered in the Office of the ARA-I, Kolkata, in Book No. I, Volume No. 1901-2016, at Pages 46114-46153, being Deed No. 01279 for the year 2016, sold to Shakespeare Promoters Private Limited, Devrup Vanijya Private Limited And Others land measuring

2 (two) *cottah* 2 (two) *chittack*, more or less, out of the Second Mother Property together with a 12 feet wide common passage (hereinafter referred as **Plot Nos. A,D,E,F,G,J,K**).

55. **AND WHEREAS** Jitendra Prasad Shaw, , by a Deed of Conveyance dated 24/08/2016, registered in the Office of the DSR III Alipore, South 24 Parganas, in Book No.I, Volume No. 1603-2016, at Pages 125226-125248, being Deed No. 04133for the year 2016, sold to DevrupVanijya Private Limited And Others 50% of the half portion of Plot C i.e. land measuring 1 (one) *cottah* 4(four) *chittack*, more or less, out of the Second Mother Property together with a 12 feet wide common passage .

56. **AND WHEREAS** the Said Sun Club Vyappar Pvt. Ltd., AakootiVinimoy Private Limited, Shakespeare Promoters Private Limited,Rishabh Dev Builders Private Limited,DebrupVanijya Pvt. Ltd.RisingVanijya Pvt. Ltd,and Style Tradecom Pvt. Ltd. Jointly owner of Land area 26 *cottahas* 11 *Chittacks*.12.38 sq.ft. i.e. 44.14 decimals, more or less, comprised in R.S. *Dag* No. 393, recorded in R.S. *Khatian* No. 201, *Mouza*Lashkarhat, J.L. No. 11, Police Station Tiljala, District Sub-Registration Alipore out of the Second Mother Property.

57. **AND WHEREAS** the Said Sun Club Vyappar Pvt. Ltd., AakootiVinimoy Private Limited, Shakespeare Promoters Private Limited,Rishabh Dev Builders Private Limited,DebrupVanijya Pvt. Ltd.RisingVanijya Pvt. Ltd,and Style Tradecom Pvt. Ltd. Jointly mutated their names in the concerned B.L. & L.R.O. The details are as Follows:-

R.S. *Dag* No. 393 under R.S. *Khatian* No. 201

Owners Name	Purchase area (in Decimals)	Mutated area (in decimals)	Converted Area (in Decimals)
Sun Club Vyappar Pvt. Ltd.	13.0335	9.6068	9.6068
AakootiVinimoy Private Limited	13.0335	9.6068	9.6068
Shakespeare Promoters	12.4546	3.3668	3.3668

Private Limited			
Rishabh Dev Builders Private Limited	1.4048	1.4048	1.4048
Debrup Vanijya Pvt. Ltd.	1.4048	1.4048	1.4048
Rising Vanijya Pvt. Ltd.	1.4048	1.4048	1.4048
Style Tradecom Pvt. Ltd.	1.4048	1.4048	1.4048
Total	44.14	28.1996	28.1996

### **THIRD SCHEDULE**

#### **(Common Areas)**

- Entire Land
- Business Centre with Open Terrace
- Ground floor entrance lobby
- Baby care room
- Landscaped Plaza / Tree cover Area
- Staircases
- Lifts
- All floor common lobbies & corridors\*
- Ramps
- Ultimate Roof Area
- All floor common toilets\*
- Internal driveway and site landscape areas
- DG space

- Driver's Toilets
- Sewage treatment plant
- All tanks, reservoirs & pits
- All common services shaft & ducts
- All other areas for common services & facilities like electrical panel / meter room, Pump Rooms, Data Room, F.C. Room, Facility Room, Garbage room, Security Cabin, Fire refuge platform etc.
- All equipment, machineries & pipe line installations for common use.
- Save and except the Exclusive Floor Area and/or Exclusive Common Lobby as mentioned in the Agreement.

**FOURTH SCHEDULE**

**(Specifications, Amenities and Facilities)**

**(Part I)**

**(Specifications)**

1.	<b>FOUNDATION</b>	R.C. Foundation resting on cast-in-situ reinforced concrete bored piles
2.	<b>SUPERSTRUCTURE</b>	Reinforced concrete framed structure using minimum M25 grade concrete conforming to IS-456 and Fe 500 Steel
3.	<b>WALLS</b>	
	(a) External walls	AAC Block/ Fly Ash Bricks
	(b) Common Area Internal Walls	AAC Block/ Fly Ash Bricks
4.	<b>ULTIMATE ROOF</b>	Reinforced concrete roof with appropriate water-proofing and Heat Reflective Paint
5.	<b>FINISHES –</b>	
(a)	<b>WALL</b>	
	(1) Wall-Office Space & Showrooms	Office & Showroom to be handed over as a shell with external brickwork & Cement-Sand plaster

	(2)Wall- External Facade	Cement and Sand plaster with weather shield exterior grade paint
	(3) Wall-Internal	
	(i) Office floor Corridors and lobbies	Cement & Sand Plaster with POP punning/ Gypsum Plaster finished with acrylic emulsion paint
	(ii) Fire escape staircases, Covered Car Park Areas	Cement & Sand Plaster with POP punning/ Gypsum Plaster finished with cement paint on inside walls and Putty/ POP finish on ceiling
	(iii) Ground Floor main entrance Lobby	Cement & Sand Plaster with POP punning/ Gypsum Plaster finished with acrylic emulsion paint/ Veneer panelling/ Tiles/ Stone cladding
(b)	<b>FLOOR</b>	
	(1) Office Space & Showrooms	Concrete finish
	(2) Exclusive office terraces	Vitrified/ Ceramic tiles/ Stone flooring after appropriate water proofing.
	(3) Floor-Common Areas	
	(i) Ground Floor main entrance Lobby	Vitrified tile/ stone/ laminated wooden flooring with matching skirting with or without inlay works at designated areas
	(ii) Lift Lobby and office floor corridors	Vitrified tile/ stone with matching skirting with or without inlay works at designated areas
	(iii) Common Staircases	Ceramic/Vitrified tiles/ Kota stone finish
	(iv) Covered car park areas	Concrete finish
	(v) Other Common services Rooms	Concrete finish
6.	<b>WINDOWS</b>	Standard Aluminium section casement/sliding windows (powder coated / anodised) with partially fixed and partially openable shutters and glazing of appropriate thickness
7.	<b>DOORS</b>	
	(i) Staircases	Will be provided with Fire Check Doors
	(ii) Toilet	Sal wood door frame with 32mm thick flush door shutters (laminated/ painted) for external doors.
8.	<b>ELECTRICAL INSTALLATION</b>	
	(a) Office Space & Showrooms	Single point power supply to individual units from CESC source through dedicated substation.
	(b) Toilet & Common Areas	Electrical wiring with electrolytic copper conductors
9.	<b>WATER PROOFING</b>	Water proofing to floors of common area Bathrooms, W.C., Planter Boxes, Terraces and Ultimate Roof
10.	<b>AIR CONDITIONING</b>	Office & Showroom areas will be available with adequately sized High Side of VRV system duly installed at extra cost
11.	<b>FIRE SUPPRESSION &amp; DETECTION</b>	Provision of adequate firefighting system as per WBFES recommendation with portable extinguishers, wet risers and sprinklers. Dedicated fire tank & pumps for the project. Fire detection and public address system as per WBFES requirements. Evacuation points and refuge platforms for human safety

12.	<b>POWER &amp; BACKUP</b>	24 x7 power supply with 100 % DG back up for VRV system with additional backup to the extent of 1.5W per square foot of built-up area for offices and showroom
13.	<b>SAFETY &amp; SECURITY</b>	24x7 vigilance facility with CCTV cameras at designated areas

- *The Promoter will provide VRV AC Outdoor Units at designated locations (either at Parking Levels or at Roof Level) for each office unit as per designed capacity and arrange for its installation & commissioning.*
- *The Promoter shall make arrangement for Supply & Installation of Copper Header Pipes, Communication Cable & Power Cable along with proper insulation wherever necessary upto the entry point of each office unit from the specified locations of ODU's.*
- *Supply & Installation of IDU's; connection of Copper Header Pipes, Communication Cable & Power Cable from entry point upto location(s) of IDU's along with internal Drainage Pipes will be in Purchaser's scope.*
- *Provision will be ensured for connecting IDU Drainage Pipes, after future installation of IDU's, in common PHE shafts.*
- *The Promoter will also facilitate in finalizing the Rate Chart towards purchase of IDU's along with price validity and price of Annual Maintenance Contract, based on the capacity of ODU's, applicable after completion of Defect Liability/Warranty Period.*

**(Part II)**

**(AMENITIES)**

- BUSINESS CENTER / LOUNGE WITH OPEN TERRACE. \* Usage Terms & Conditions shall apply.
- BABY CARE ROOM
- AIR CONDITIONED GROUND FLOOR ENTRANCE LOBBY
- LANDSCAPE PLAZA-Green Zone
- HIGH SPEED LIFTS-Traditional /Hybrid destination control system lifts
- 24 X 7 WATER SUPPLY
- 100% - 24 X 7 POWER BACKUP
- FIRE DETECTION & PROTECTION SYSTEM

- INTERCOM FACILITY
- VISITOR'S CAR PARKING
- RAIN WATER HARVESTING
- SOLAR PANEL
- SEWERAGE TREATMENT PLANT

**FIFTH SCHEDULE**

**(Description of Commercial Unit)**

All That the Unit No. \_\_\_\_\_, on the \_\_\_\_Floor, having Carpet Area of Unit admeasuring \_\_\_\_\_sq ft more or less, having Built Up Area of Unit ad measuring \_\_\_\_\_--sqft more or less-, and along with Open Terrace having carpet area of \_\_\_\_\_ square feet, more or less, if applicable, and along with Open/Covered/ Mechanical Car Parking no. \_\_\_\_\_.The **UNIT** and **the Complex Common Area , Exclusive Floor Area (if any) and/or Exclusive Common Lobby (if any)** as mentioned above is collectively referred to as the **“COMMERCIAL UNIT”**. A plan showing the Unit in **“YELLOW”** is border and annexed hereto and marked as **“ANNEXURE-B”**).

**SIXTH SCHEDULE**

**(PART – I)**

**(Total Price)**



**Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** which means Commercial Unit Price ,Other charges & GST for the Apartment to be paid by the Allottee to the Promoter in the manner as mentioned in Part – II below:

**(PAYMENT PLAN)**

**(PART – II)**

<b>Payment Schedule</b>		<b>Amount (Rs.)</b>
Booking amount	10% of Unit cost + GST	
On Allotment/Agreement	10% of Unit cost + GST	
On Completion of Piling	10% of Unit cost + GST	
On Completion of Ground Floor Casting	10% of Unit cost + GST	
On Completion of 3rd Floor Roof Casting	10% of Unit cost + GST	
On Completion of 6th Floor Roof Casting	10% of Unit cost + GST	

On Completion of 9th Floor Roof Casting	5 % of Unit cost + Transformer Charges & Electricity+Generator Charges+GST	
On Completion of 12th Floor Roof Casting	5 % of Unit cost + HVAC + GST	
On Completion of Roof Casting	10% of Unit cost + Club Charges + GST	
On Completion of Brickwork of the Unit	10% of Unit cost + GST	
On completion of Unit	5% of Unit cost + Legal Charges+ Association Formation Charges + GST	
On Notice for Possession	5% of Unit cost + Deposits + Advance CAM + GST	

- Apart from Total Price the Interest Free Sinking Fund/Maintenance Deposit as mentioned hereinbefore shall be paid at time of possession

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

**PROMOTER:**

**For Primarc Projects Private Limited**

**(Authorized Signatory)**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

**ALLOTTEE:**

1. Signature:

\_\_\_\_\_

2. Signature:

\_\_\_\_\_

At Kolkata on \_\_\_\_\_ day of \_\_\_\_\_, 2019 in the presence of

**WITNESSES:**

1. Signature:

2. Signature:

**Drafted and prepared**

**by:**

S. JALAN & COMPANY,

Advocates,

Kolkata