

**THIS AGREEMENT** made this the                      day of                      **TWO THOUSAND AND NINETEEN.**

**BETWEEN**

**SALARPURIA SIGNUM COMPLEX LLP (PAN No.ACFFS8401G)** a limited liability partnership, constituted under the Limited Liability Partnership Act, 2008, having its office situated at No.5 Chittaranjan Avenue, P.S. Bowbazar, Kolkata 700 072 represented by one of its Partners, Shri Apurva Salarpuria having been duly authorized in that regard by the other partners of the said LLP hereinafter referred to as the **PROMOTER/DEVELOPER** of the **FIRST PART;**

**AND**

**(1) DAMODAR ROPEWAYS & INFRA LTD** (formerly known as Indian Ropeways & Engineering Company Limited) (PAN No. AAACI5764L) a company within the meaning of the Companies Act 1956 having its registered office situated at No.1/A Vansittart Row, P.S. Hare Street, Kolkata 700 001 **(2) ACCURATE REAL ESTATES PRIVATE LIMITED (PAN No. AAGCA2100E)** also a company within the meaning of the Companies Act 1956 having its registered office situated at No.45 Vivekanand Road, P.S. Girish Park, Kolkata 700 007 **(3) SPLASH PROPERTIES PVT LTD (AAKCS6833J)** also a company within the meaning of the Companies Act 1956 having its registered office situated at No.2 Rowland Road, Police Station Ballygunge, Kolkata 700 020 **(4) ABUNDANT PROPERTIES LLP (PAN No.ABLFA1479M) (formally known as ABUNDANT PROPERTIES PVT. LTD.)** a limited liability partnership under the LLP Act 2008, having its registered office situated at No.6/2 Moira Street, P.S. Shakespeare Sarani, Kolkata 700 017 **(5) SEED PROPERTIES PRIVATE LIMITED (PAN No.AAKCS6832K)** a company within the meaning of the Companies Act 1956 having its registered office situated at No.1/A Vansittart Row, P.S. Hare Street, Kolkata 700 001 **(6) KING PROPERTIES PVT LTD (PAN No. AADCK0301J)** a company within the meaning of the Companies Act 1956 having its registered office situated at No.6A Tiljala Road, Police Station Tiljala, Kolkata 700046 **(7) MASON BUILDCON PRIVATE LIMITED (PAN No. AAFCM0418E)** a company within the meaning of the Companies Act 1956 having its registered office situated at No.19a Sarat Bose Road, P.S. Bhowanipore, Kolkata 700020 **(8) PANSY NIRMANS PRIVATE LIMITED (PAN No.AAEC2311E)** a company within the meaning of the Companies Act 1956 having its registered office situated at No.19A Sarat Bose Road, P.S. Bhowanipore, Kolkata 700 020 **and (9) TECHSERVE TELE SERVICES PRIVATE LIMITED (PAN No. AABCT9746L)** a company within the meaning of the Companies Act 1956 having its registered office situated at No.4 Kali Krishna Tagore Street, P.S. Jora Bagan, Kolkata 700 007, all represented by their authorized signatory Sri Champa Lal Chamaria son of Late Thakursi Das Chamaria of No. 1/A Vansittart Row, P.S. Hare Street, Kolkata 700 001, hereinafter collectively referred to as the **OWNERS/SELLERS** of the **SECOND PART**;

**AND**

**MR./MS.** \_\_\_\_\_ (Aadhar No. \_\_\_\_\_), son/daughter/wife of \_\_\_\_\_, aged \_\_\_\_\_ years, by nationality \_\_\_\_\_, having his/her permanent residence at \_\_\_\_\_ and having PAN No. \_\_\_\_\_, (hereinafter singly/ jointly referred to as the "**Allottee**", which expression shall, unless excluded by the context or otherwise, include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**.

**OR**

\_\_\_\_\_, a company incorporated under the provisions of the [Companies Act, 1913/Companies Act, 1956/Companies Act, 2013]\*, with its registered office at \_\_\_\_\_ and having PAN No. \_\_\_\_\_ and CIN No. \_\_\_\_\_, represented herein by Mr./Ms. \_\_\_\_\_ (Aadhar No. \_\_\_\_\_), son/daughter of Mr./Ms. \_\_\_\_\_, by nationality - Indian, aged [●] years, having PAN No. \_\_\_\_\_, duly authorised *vide* board resolution dated \_\_\_\_\_ (hereinafter referred to as the "**Allottee**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the **THIRD PART**.

**OR**

\_\_\_\_\_, a partnership firm/limited liability partnership registered under the [Indian Partnership Act, 1932/Limited Liability Partnership Act, 2008]\*, having its principal place of business at \_\_\_\_\_ and having PAN No. \_\_\_\_\_, represented herein by its authorised partner Mr./Ms. \_\_\_\_\_ (Aadhar No. \_\_\_\_\_), son/daughter of Mr./Ms. \_\_\_\_\_, Indian, aged \_\_\_\_\_ years, having PAN No. \_\_\_\_\_, duly authorised *vide* resolution dated \_\_\_\_\_ (hereinafter referred to as the "**Allottee**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner and his/her/their permitted assigns) of the **THIRD PART**.

**OR**

**MR.** \_\_\_\_\_ (Aadhar No. \_\_\_\_\_), son of Mr. \_\_\_\_\_, Indian, aged \_\_\_\_\_ years, having PAN No. \_\_\_\_\_, for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business/ residence at \_\_\_\_\_ and having PAN No. \_\_\_\_\_ (hereinafter referred to as the "**Allottee**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

The Owners, Promoter and the Allottee are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

**WHEREAS:**

- A)** By an Indenture of Conveyance dated 15<sup>th</sup> July 1909 and made between Hari Charan Bose therein referred to as the Vendor and Sir Apcar Alexander Apcar Kt. (then Apcar Alendander Apcar) and Arthur George Holdsworth Machpherson two

of the then Stewards of the Calcutta Turf Club therein referred to as the Purchasers and registered at the office of the District Sub Registrar, Alipore, in Book No. I Volume No. 37 Pages 165 to 169 Being No.2162 for the year 1909 the said Hari Charan Bose for the consideration therein mentioned sold transferred and conveyed unto and in favour of the said Sir Apcar Alexander Apcar Kt. and Arthur George Holdsworth Macpherson as agents and trustees of The Calcutta Turf Club in trust and for the benefit of The Calcutta Turf Club ALL THAT the piece and parcel of land hereditaments and premises containing by estimation an area of 01 Bigha 03 cottahs 13 chittacks and 15 sq.ft. more or less situate lying at and being Municipal Premises Nos. 10/2, 11 and 11/1 Goaltuli Road within the limits of the town of Calcutta Thana Bhowanipore Mouza Kansaripara within Division VI Sub Division C forming part of Holding No.12 in the District of South 24 Parganas (then 24 Parganas) together with the buildings and structures thereat absolutely and forever

- B)** By an Indenture of Conveyance dated 5<sup>th</sup> April 1911 and made between Surendra Nath Banerjee and Nagendra Nath Banerjee therein collectively referred to as the Vendors and the said Sir Apcar Alexander Apcar Kt. (then Apcar Alendander Apcar) and Sir Charles Henry Kesteven Kt. (then Charles Henry Kesteven) two of the then Stewards of the Calcutta Turf Club therein referred to as the Purchasers and registered at the office of the Registrar of Assurances, Calcutta in Book No. I Volume No. 17 Pages 286 to 292 Being No.940 for the year 1911 the said Surendra Nath Banerjee and Nagendra Nath Banerjee for the consideration therein mentioned sold transferred and conveyed unto and in favour of the said Sir Apcar Alexander Apcar Kt. and Sir Charles Henry Kesteven Kt. as agents and trustees of The Calcutta Turf Club in trust and for the benefit of The Calcutta Turf Club FIRSTLY ALL THAT the piece and parcel of land containing by estimation an area of 07 cottahs 11 chittacks and 30 sq.ft. more or less situate lying at and being Municipal Premises Nos. 10/1 Goaltuli Road AND SECONDLY ALL THAT the piece and parcel of land containing an area of 09 cottahs 11 chittacks and 40 sq.ft. more or less situate lying at and being Municipal Premises No.10/4 Goaltuli Road both within the limits of the town of Calcutta Thana Bhowanipore Mouza Kansaripara within Division VI Sub Division C forming part of Holding No.12 in the District of South 24 Parganas (then 24 Parganas) together with the buildings and structures thereat absolutely and forever
- C)** By an Indenture of Conveyance dated 30<sup>th</sup> July 1912 and made between Baroda Prosad Roy Chaudhury therein referred to as the Vendor and the said Sir Apcar Alexander Apcar Kt. (then Apcar Alexander Apcar) and the said Arthur George Holdsworth Macpherson two of the then Stewards of the Calcutta Turf Club therein referred to as the Purchasers and registered at the office of the Sub Registrar, Alipore in Book No. I Volume No. 23 Pages 135 to 137 Being No. 2102 for the year 1912 the said Baroda Prosad Roy Chaudhury for the consideration therein mentioned sold transferred and conveyed unto and in favour of the said Sir Apcar Alexander Apcar Kt. and Arthur George Holdsworth Macpherson as agents and trustees of The Calcutta Turf Club in trust and for the benefit of The Calcutta Turf Club ALL THAT the piece and parcel of land containing by estimation an area of 08 chittacks and 30 sq.ft. more or less situate lying at and being Municipal Premises Nos. 12 Goaltuli Road within the limits of the town of Calcutta Thana Bhowanipore Mouza Kansaripara within Division VI Sub Division C forming part of Holding No.12 in the District of South 24 Parganas (then 24 Parganas) together with the buildings and structures thereat absolutely and forever
- D)** The said Sir Apcar Alexander Apcar kt. Died on 17<sup>th</sup> April 1913
- E)** The said Arthur George Holdsworth Macpherson retired from British India and ceased to be a steward of the said Club
- F)** The said Calcutta Turf Club was renamed "The Royal Calcutta Turf Club (the Club)
- G)** The above mentioned contiguous premises No.10/2, 11, 11/1, 10/1 and 10/4 Goaltuli Road and the said 8 chittacks 30 sq.ft. of landed property containing in aggregate an area of 02 Bighas 01 cottahs 13 chittacks and 25 sq.ft. (more or less) were amalgamated and renumbered by the Corporation of Calcutta as it was then known (now the Kolkata Municipal Corporation) as Premises No.11 Goaltuli Road, Calcutta
- H)** By an Indenture of Conveyance dated 17<sup>th</sup> February 1921 and made between the Corporation of Calcutta therein referred to as the Corporation and the said Sir Charles Henry Kesteven Kt. And The Honorable Mr. Justice Babington Bennett Newbould, two of the then Stewards of the Royal Calcutta Turf Club therein referred to as the Purchasers and registered at the office of the District Sub Registrar, Alipore in Book No. I Volume No. 4 Pages 196 to 200 Being No. 938 for the year 1921 for the consideration therein mentioned the said Corporation of Calcutta granted sold conveyed and transferred unto and in favour of the said Sir Charles Henry Kesteven Kt. And The Honorable Mr. Justice Babington Bennett Newbould as agents and trustees of The Royal Calcutta Turf Club in trust and for the benefit of The Calcutta Turf Club ALL THAT the piece and parcel of revenue free land containing by estimation an area of 04 cottahs 05 chittacks and 24 sq.ft. (more or less) within the municipal limits of the town of Calcutta and adjoining the said amalgamated Premises No.11 Goaltuli Road on the west thereof, Calcutta, Thana Bhowanipore, Mouza Bhowanipore within Division VI Sub Division A forming part of Holding No.1 in the District of South 24 Parganas (then 24 Parganas) together with the buildings and structures thereat absolutely and forever
- I)** The above mentioned amalgamated premises No.11 Goaltuli road measuring 02 Bighas 01 cottah 13 chittacks and 25 sq.ft (more or less) and the said adjoining 04 cottahs 05 chittacks and 24 sq.ft. (more or less) landed property containing in

aggregate an area of 02 Bighas 06 cottahs 03 chittacks and 04 sq.ft. (more or less) were amalgamated and renumbered by the then Corporation of Calcutta and numbered as Municipal Premises No.6/1/1 Bhowanipore Road, Thana Bhowanipore, Calcutta in the District of South 24 Parganas (then 24 Parganas)

- J)** The said Sir Charles Henry Kesteven kt. Died on 13<sup>th</sup> January 1923
- K)** The said The Honourable Mr. Justice Babington Bennott Newbould retired from British India in the year 1927 and ceased to be a steward of the said Club
- L)** By an indenture of Appointment of New Trustees dated 21<sup>st</sup> February 1928 and made between Charles Gordon Arthur, Alfred James Chatzner, Harold Collmann Edmondson, Ernest Richard Hartley and Charles de-Montmorency Kellow the then five stewards of the said Club of the One Part and the said Harold Collmann Edmondson and the said Charles de-Montmorency Kellock of the Other Part and registered at the office of the Registrar of Assurances, Calcutta in Book no. I Volume n. 56 Pages 214 to 227 Being No. 2178 for the year 1928 the five stewards namely Charles Gordon Arthur and others as such stewards as aforesaid acting in the management of the affairs of the said Club appointed the said Harold Collmann Edmondson and the said Charles de-Montmorency Kellock to be the trustees for the said Club for the said 04 cottahs 05 chittacks 24 sq.ft. landed property acquired by the said Indenture dated 17<sup>th</sup> February 1921 in place of the said Sir Charles Henry Kesteven Kt. And The Honourable Mr. Justice Babington Bennott Newbould being the earlier trustees to the intent that the said 04 cottahs 05 chittacks 24 sq.ft. landed property (adjacent to the said amalgamated premises No.11 Goaltuli Road, Calcutta) would become vested in the said Harold Collmann Edmondson and the said Charles de-Montmorency Kellock as such trustees as aforesaid
- M)** By an indenture of Transfer and Release dated 12<sup>th</sup> February 1932 and made between the said Harold Collmann Edmondson and the said Charles de-Montmorency Kellock being the Trustees for the said Club for the said 04 cottahs 05 chittacks 24 sq.ft. landed property acquired by the said Indenture dated 17<sup>th</sup> February 1921 therein referred to as the Vendors/Assignors of the One Part and Turf Properties Limited (now known as Turf Properties Private Limited) of the Other Part and registered at the office of the Registrar of Assurances, Calcutta in Book No. I Volume No.22 Pages 125 to 131 Being No.518 for the year 1932 for the consideration therein mentioned the said Harold Collmann Edmondson and the said Charles de-Montmorency Kellock transferred assigned and released unto and in favour of Turf Properties Ltd the said 04 cottahs 05 chittacks 24 sq.ft. landed property acquired by the said Indenture dated 17<sup>th</sup> February 1921 unto and in favour of the said Turf Properties Ltd for and on behalf of the members of member for the time being of the said Club and its assigns upon such trusts.
- N)** By a Deed of Declaration dated 31<sup>st</sup> May 1932 and registered at the office of the Registrar of Assurances, Calcutta in Book No. I Volume No.66 Pages 79 to 82 Being No. 2173 for the year 1932 the said Turf Properties Limited declared and confirmed that they did stand seized and possessed of the said 04 cottahs 05 chittacks 24 sq.ft. landed property acquired by the said Indenture dated 17<sup>th</sup> February 1921 in trust for the member or members for the time being of the said Club and its assigns. The then five stewards of the said Club namely Charles Gordon Arthur, Thomas Edgar Carrie, David John Leckie, Gilbert Proby Mackenzie and Reginald Alfred Tower acting in the management and affairs of the said Club by a Deed of Appointment and Transfer and Released dated 22<sup>nd</sup> December 1933 and made between themselves of the One Part and Turf Properties Limited of the Other part and registered at the office of the Registrar of Assurances, Calcutta in Book No. I Volume No.25 Pages 21 to 31 Being No. 69 for the year 1934 appointed the said Turf Properties Limited to be the trustee for the said Club for the above mentioned amalgamated premises No. 11 Goaltuli Road, Calcutta measuring 02 Bighas 01 cottah 13 chittacks and 25 sq.ft. more or less in place of the said Sir Apar Alexander Apar Kt. And Arthur George Holdsworth Macpherson or the said Sir Apar Alexander Apar Kt. and Sir Charles Henry Kesteven kt. As the case may be to the intent that the said amalgamated premises No.11 Goaltuli road would thenceforth stand vested in Turf Properties Limited absolutely and forever for and on behalf of the member or member for the time being of the said Club and its assigns upon such trusts.
- O)** The said amalgamated Premises No.11 Goaltuli Road, Calcutta measuring 02 bighas 01 cottah 13 chittacks 25 sq.ft. more or less and the said 04 cottahs 05 chittacks 24 sq.ft. landed property acquired by the said Indenture dated 17<sup>th</sup> February 1921 from the Corporation of Calcutta as hereinbefore recited were amalgamated and renumbered by the then Corporation of Calcutta as Municipal Premises No.6/1/1 Bhowanipore road, Calcutta and upon survey and actual measurement was found to contain an area of 02 bighas 05 cottahs 07 chittacks and 34 sq.ft. (more or less) in place of 02 bighas 06 cottahs 03 chittacks and 04 sq.ft. more or less and was subsequently renumbered by the then Corporation of Calcutta as Municipal Premises No. 14A, Dr. Jana Chandra Ghosh Sarani formerly known as Debendra Lal Khan Road, Kolkata (more fully and particularly mentioned and described in PART I of the FIRST SCHEDULE hereunder written and hereinafter for the sake of brevity referred to as the FREE HOLD PROPERTY.
- P)** By an Agreement for Sale and Assignment dated 30<sup>th</sup> August 2007 and registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No. I CD Volume No.63 Pages 5402 to 5430 Being No.2132 for the year 2008 the said Turf Properties Pvt Ltd (formerly Turf Properties Limited) therein referred to as the Seller of the One Part and Damodar

Ropeways and Construction Company Limited, Indian Ropeways and Engineering Company Pvt Ltd and the Owners Nos. 3 to 10 therein namely (1) ACCURATE REAL ESTATES PRIVATE LIMITED (2) SPLASH PROPERTIES PVT LTD (3) ABUNDANT PROPERTIES PVT LTD (now known as Abundant Properties LLP) (4) SEED PROPERTIES PRIVATE LIMITED (5) KING PROPERTIES PVT LTD (6) MASON BUILDCON PRIVATE LIMITED (7) PANSY NIRMANS PRIVATE LIMITED and (8) TECHSERVE TELE SERVICES PRIVATE LIMITED therein collectively referred to as the Purchasers /Assignees of the Other Part recorded and declared the terms and conditions agreed for transfer of the said freehold property and the adjacent and contiguous land measuring 05 cottahs 08 chittacks on the west thereof belonging to the Kolkata Municipal corporation by the said Turf Properties Pvt Ltd to the Purchasers/Assignees, inter alia as follows:

- (i) The said Turf Properties Pvt. Ltd. would sell and the Purchasers/Assignees thereto would purchase the said freehold property measuring 02 bigahs 05 cottahs 07 chittacks 34 sq.ft. (more or less) in equal 1/10<sup>th</sup> (one tenth) undivided share therein at and for a consideration of Rs. 11,61,00,000.00 (Rupees eleven crores sixty one lacs) only paid by the Purchasers/Assignees thereto theretofore in equal shares
  - (ii) Upon the Kolkata Municipal Corporation executing and registering a long term lease of All that the piece and parcel of land measuring 05 cottahs 08 chittacks adjoining the freehold premises on the west thereof and abutting D.L. Khan Road (more fully and particularly mentioned and described in PART II of the FIRST SCHEDULE hereunder written and hereinafter for the sake of brevity referred to as the LEASEHOLD PROPERTY) in favour of the said Turf Properties Pvt Ltd and the said Turf Properties Pvt Ltd would assign and transfer to the said Purchasers/Assignees thereto its leasehold interest in the said leasehold property in favour of the Purchases/Assignees thereto in equal 1/10 undivided share therein at and for the premium of salami of Rs. 64,00,000/- (Rupees sixty four lacs only).
  - (iii) The Purchasers/Assignees thereto would be entitled to cause to be prepared plan for undertaking construction of new building or buildings at the said freehold property and to submit the same for sanction in the name of the said Turf Properties Pvt Ltd and obtain such sanction.
  - (iv) The said agreement for sale and assignment dated 30<sup>th</sup> August 2007, would supersede all previous agreements arrangements understandings and any other instrument executed between the parties thereto.
- Q) In terms of the said Agreement for Sale and Assignment dated 30<sup>th</sup> August 2007 the said Turf Properties Pvt Ltd executed power of attorney in favour of the nominees of the Purchasers/Assignees to the said Agreement for Sale and Assignment in respect of the said Freehold Property and the said leasehold property as follows:
- (a) Power of Attorney dated 30<sup>th</sup> August 2007 registered at the office of the Additional Registrar of Assurances-III, Kolkata in Book IV Volume No.80 Pages 325 to 328 Being No.4944 for the year 2007 appointing Sri Mohan Lal Rathee son of Sri Manik Lal Rathi then residing at 10/06 Brijdham Housing Complex, Sribhumi, 255 Canal Street, Kolkata 700 048 and Sri Suresh Kumar Jalan son of Sri Shyam Sunder Jalan then residing at 3 Syed Salley Street, Kolkata 700073 jointly and severally to be its true and lawful attorneys to do necessary acts, deeds and things and to execute and register the conveyance and conveyances in favour of the buyer or buyers in respect of the said freehold property or portion thereof
  - (b) Power of Attorney dated 30<sup>th</sup> August 2007 registered at the office of the Additional Registrar of Assurances-III, Kolkata in Book IV Volume No.80 Pages 329 to 334 Being No.4943 for the year 2007 appointing Sri Chandra Prakash Rathi son of Sri Dau Lal Rathi then residing at 5/1 Ballygunge Place, Kolkata 700 019 and the said Sri Suresh Kumar Jalan attorneys jointly and severally to be its true and lawful attorneys to do necessary acts, deeds and things and to execute and register for and on behalf of Turf Properties Pvt Ltd the lease to be granted by the Kolkata Municipal Corporation in favour of Turf Properties Ltd in respect of the leasehold property and to execute and registered Deed of Sub Lease and/or Deeds of Assignment of the whole or any portion of the said Leasehold Property
- R) Pursuant to the said Agreement for Sale and Assignment dated 30<sup>th</sup> August 2007, the said Turf Properties Pvt Ltd delivered complete vacant possession of the said Freehold property as well as the said 05 cottahs 08 chittacks landed property in favour of the Purchasers/Assignees thereunder
- S) By a Deed of Lease dated 16<sup>th</sup> May 2011 and made between the Kolkata Municipal Corporation as Lessor therein referred to and the said Turf Properties Pvt Ltd the trustee for the said Royal Calcutta Turf Club therein referred to as the Lessee and registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No. I CD Volume No.11 Pages 4227 to

4242 Being No.04631 for the year 2011 for the salami and/or premium of Rs. 64,00,000/- (Rupees sixty four lacs only) and for the annual rent of Re.1/- thereby reserved and for the covenants therein contained, the Kolkata Municipal Corporation granted and demised unto and in favour of the said Turf Properties Pvt Ltd ALL THAT the abovementioned Leasehold Property being the piece and parcel of land measuring 05 cottahs 08 chittacks adjacent and contiguous to the said Freehold Premises being Premises No. 14A, Dr. Jana Chandra Ghosh Sarani formerly known as Debendra Lal Khan Road, Kolkata for a term of 99 years with effect from 13<sup>th</sup> March 1999 with the option to renew the same for two further terms of 99 years each together with the right to cause the said leasehold property to be amalgamated with the said freehold property without making any construction thereat but to consume the available FAR of the leasehold property for the purpose of construction of the new building at the said freehold premises. Under the said Deed of lease dated 16<sup>th</sup> May 2011 the said Turf Properties Pvt Ltd thus became entitled to assign, transfer, mortgage, charge and/or in anyway encumber or deal with or dispose of its leasehold interest in the said leasehold property or any part or portion thereof

- T) The said Leasehold Property measuring 05 cottahs 08 chittacks after the grant and demise thereof by Kolkata Municipal Corporation has since been numbered as Municipal Premises No. 14A, Dr. Jana Chandra Ghosh Sarani formerly known as Debendra Lal Khan Road, Kolkata 700 025
- U) By an Order dated 7<sup>th</sup> July 2011 passed in Company Petition no.96 of 2011 connected with Company Application No. 978 of 2010 under Section 391(2) and 394 of the Companies Act 1956 passed by the Hon'ble High Court Calcutta amongst other transferor companies the said Damodar Ropeways & Construction company Private Limited was amalgamated with the said Indian Ropeways & Engineering Company Limited and all assets liabilities, rights and benefits and effect of amongst other transferor companies, the said Damodar Ropeways & Construction Company private Limited stood vested and transferred in favour of Indian Ropeways & Engineering Co Limited without any further act deed or thing from 1<sup>st</sup> April 2010 being the appointed date and accordingly Indian Ropeways & Engineering Company Limited became entitled to the share rights, title and interest whatsoever of the said Damodar Ropeways & Construction Pvt. Ltd. into and upon the said freehold premises and the said leasehold premises.
- V) The name of the said Indian Ropeways & Engineering Company Limited has been changed to Damodar Ropeways & Infra Limited on and with effect from 30<sup>th</sup> June 2011 and a fresh certificate of incorporation has been granted by the Registrar of Companies, West Bengal.
- W) The said Freehold property being Premises No. 14A, Dr. Jana Chandra Ghosh Sarani formerly known as Debendra Lal Khan Road, Kolkata 700 025 measuring 02 bighas 05 cottahs 07 chittacks and 34 sq.ft. (more or less) and the said Leasehold Property being Premises No. 14A, Dr. Jana Chandra Ghosh Sarani formerly known as Debendra Lal Khan Road, Kolkata 700 025 measuring 05 cottahs 08 chittacks (more or less) have since been amalgamated and renumbered or continues to be numbered as Municipal Premises No. 14A, Dr. Jana Chandra Ghosh Sarani formerly known as Debendra Lal Khan Road, Kolkata 700 025 containing in aggregate an area of 02 bighas 10 cottahs 15 chittacks and 34 sq.ft. (more or less) (more fully and particularly mentioned and described in PART III of the FIRST SCHEDULE hereunder written and hereinafter referred to as the said PREMISES).
- X) By a Deed of Conveyance and Assignment dated 6<sup>th</sup> June 2013 and made between Turf Properties Pvt Ltd therein referred to as the Vendor/Assignor of the One Part and the Owners herein therein collectively referred to as the Purchasers/Assignees of the Other Part and registered at the office of the Additional Registrar of Assurances-I , Kolkata in Book No. I CD Volume No.10 Pages 11636 to 11667 Being No. 05568 for the year 2013 the said Turf Properties Pvt Ltd for the consideration therein mentioned sold transferred conveyed and assigned unto and in favour of the Owners herein the entirety of the said Premises.
- Y) In the events as hereinbefore recited the Owners are thus absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Premises, free from all encumbrances, charges, liens, lispendens, attachments, trusts whatsoever or howsoever each of the Owners being entitled to an independent and distinct undivided share or interest into or upon the said Premises.
- Z) By an agreement dated 26<sup>th</sup> December 2013 entered into between the Owners and the Developer herein and registered at the office of the Additional District Sub Registrar, Alipore, South 24 Parganas in Book No. I CD Volume No. 41 Pages 1900 to 1951 Being Deed No. 10142 for the year 2013 the Owners have granted the exclusive right of development in respect of the said Premises unto and in favour of the Developer herein for the consideration and subject to the terms and conditions contained and recorded in the said Agreement (hereinafter referred to as the DEVELOPMENT AGREEMENT).
- AA) By an agreement dated 2<sup>nd</sup> May 2017 entered into between the Owners and the Developer herein, the Developer and the Owners have identified their respective allocations in the total constructed area in terms of the number of flats and car parking spaces (hereinafter referred to as the ALLOCATION AGREEMENT). As per Clause 3 of the said Allocation Agreement, read with the Second Schedule therein mentioned, the Apartment (as defined hereinafter) forms part of the Owner's allocation. Thus, the Owners are entitled to and have the necessary right, title and interest to enter into this Agreement;

- BB) Abundant Properties Private Limited was converted on and with effect from 12<sup>th</sup> day of February 2018 to Abundant Properties LLP and a fresh certificate of incorporation has been granted by the Registrar of Companies, West Bengal.
- CC) By an agreement dated [●] 2019 entered into among the Owners herein, the Owners have decided to allocate among themselves, the revenue collected w.r.t. the sale and transfer of the Apartment (as defined hereinafter) in favour of the Allottee, in the proportion therein mentioned (hereinafter referred to as the REVENUE ALLOCATION AGREEMENT).
- DD) The Said Land (Premises) has been earmarked for the purpose of building therein a residential project, comprising multi-storeyed apartment buildings and the said project shall be known as "**VICTORIA VISTAS**" (hereinafter referred to as the "**Project**");
- EE) In pursuance of the said Development Agreement and in furtherance thereof the Developer has caused a map or plan to be sanctioned by Kolkata Municipal Corporation being No. 2016090056 dated 09/02/2017 (hereinafter referred to as the said PLAN) whereby the Developer became entitled to construct erect and complete a new building at the said premises comprising of ground plus 23 upper floors comprising of various self-contained Units apartments constructed spaces and car parking spaces to be ultimately held and/or enjoyed independently of each other on ownership basis.
- FF) Upon sanction of the Plan the Developer and the Owners have identified their respective allocations in terms of the said Development Agreement and each of the Developer and the Owners are entitled to enter into agreement for sale and transfer in respect of their respective allocations independently of each other.
- GG) The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the Apartment from the Kolkata Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other Applicable Laws;
- HH) The Kolkata Municipal Corporation has vide Building Permit No. \_\_\_\_\_ dated \_\_\_\_\_ granted the sanction for development of the said Project.
- II) The Owners have registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_ on \_\_\_\_ under registration no. \_\_\_\_;
- JJ) The Allottee had applied for an apartment in the Project *vide* application No. \_\_\_\_ dated \_\_\_\_ and has been allotted apartment no. \_\_\_\_ having Carpet Area of \_\_\_\_ square feet, built up area of \_\_\_\_ square feet and Super Built Up Area of \_\_\_\_ square feet, type \_\_\_\_, on \_\_\_\_ floor in [tower/block/building] no. \_\_\_\_ ("**Building**"), along with covered /open /mechanical parking admeasuring approximately \_\_\_\_ square feet in [*please insert the location of the parking space*], as permissible under Applicable Law and a *pro rata* share in the Common Areas (hereinafter collectively referred to as the "**Apartment**" and as more fully and particularly described in the **Second Schedule** written hereunder, with the floor plan of the apartment annexed hereto as Annexure – B);
- KK) On or before execution of this Agreement, the Allottee has examined or caused to be examined the following and the Allottee has fully satisfied himself/itself as to:
- (a) the floor plan, area and other dimensions and specifications of the Apartment;
  - (b) the layout plan and sanctioned plan of the Project and the Building;
  - (c) the workmanship and materials used in construction of the Project;
  - (d) the amenities, facilities and Common Areas of the Project; and
  - (e) the terms, conditions, covenants, stipulations, restrictions, reservations, and obligations, subject to which this Agreement is being executed with regard to the Apartment;
- and the Allottee has further agreed, represented and undertaken not to raise any objection or demand and/or claim for compensation and/or damage in respect thereof in any manner or on any ground whatsoever or howsoever;
- LL) The Parties have gone through all the terms and conditions set out in this Agreement and have understood the mutual rights and obligations detailed herein;
- MM) The Owners have also represented that due to the ease of operations they have internally decided that instead of each of the Owner herein being required to be present individually at the time of execution and registration of this Agreement, the Owners will appoint one of the Owners as their constituted attorney for the purpose of, *inter alia*, carrying out execution and registration of this Agreement, and accordingly (1) ACCURATE REAL ESTATE PRIVATE LIMITED; (2) SPLASH PROPERTIES PRIVATE LIMITED; (3) ABUNDANT PROPERTIES LLP; (4) SEED PROPERTIES PRIVATE LIMITED; (5) KING PROPERTIES PRIVATE LIMITED; (6) MASON BUILDCON PRIVATE LIMITED; (7) PANSY NIRMANS PRIVATE LIMITED; and (8) TECHSERVE TELE SERVICES PRIVATE LIMITED, have lawfully appointed DAMODAR ROPEWAYS & INFRA LTD (one of the Owners herein), as their lawfully constituted attorney by and under a registered Power of Attorney dated [●],

registered in the office of [•] in Book No. [•], Volume No. [•], Pages from [•] to [•], having Deed No. [•] for the Year [•] and the copy of the said Power of Attorney is also handed over by the Owners herein to the Allottee simultaneously with execution of this Agreement.

NN) The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

OO) 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; and

PP) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owners hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment as specified in Recital JJ above.

**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:**

#### **ARTICLE I – DEFINITIONS**

1. In this Agreement unless the context otherwise provides the following expressions shall have the meanings assigned to them as under:
  - 1.1 **"Agreement"** shall mean this agreement together with the schedules and annexures hereto
  - 1.2 **"Approvals"** shall mean and include all licences, permits, approvals, sanctions, consents obtained or to be obtained and/or granted by the competent authorities in connection with the said Housing Project
  - 1.3 **"Act"** means the West Bengal Housing Industry Regulation Act 2017 (West Ben. Act XLI of 2017)
  - 1.4 **"Advocate"** shall mean [•]
  - 1.5 **"Architect"** shall mean Agarwal and Agarwal at 2/5, Sevak Baidya Street, Kolkata 700029.
  - 1.6 **"Association"** shall mean the Association of Flat owners which would be formed in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972 of such association of owners as may be formed by the Developer for taking control of the common parts and portions and for rendition of common services
  - 1.7 **"Building"** shall mean the new multi storied building to be constructed at the said Premises in accordance with the plan sanctioned by Kolkata Municipal Corporation and to comprise of various flats, units apartments constructed spaces and car parking spaces and to be commonly known as "Victoria Vistas"
  - 1.8 **"CAM CHARGES"** shall mean the proportionate share of common area maintenance and service charges to be paid by the Purchasers inter alia for the maintenance of the Unit/Building/Property, costs of insurances and supervisory expenses but shall not include property taxes payable in respect of the various units but will include property taxes payable for the common parts and portions. The proportionate amount agreed to be paid by the Purchasers on account of the service and maintenance charges shall be determined by the Developer and/or Seller and/or the Association in their absolute discretion.
  - 1.9 **"COMMON PARTS PORTIONS AREAS AND AMENITIES"** shall mean the common areas and amenities as are available to and/or in respect of the Unit/Building/Project as the case may be (more fully and particularly mentioned and described in the Third Schedule hereunder written)

- 1.10 **CARPET AREA** means the net usable floor area of an apartment excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment.
- 1.11 **COMMENCEMENT DATE** – shall mean the date of execution of this Agreement
- 1.12 **DATE OF COMMENCEMENT OF LIABILITY** shall mean the obligation of the Purchasers to make payment of the municipal rates taxes and other outgoings including maintenance charges payable in respect of the said Apartment and the Properties Appurtenant on and from the date the Purchasers becomes entitled to takeover possession of the said Unit upon notice being given by the Sellers to that effect.
- 1.13 **"DATE OF OFFER OF POSSESSION"** shall mean the date of notice to take over possession of the said Unit after the completion certificate/ occupation certificate is issued (or deemed to be issued as per the relevant provisions of legislation)
- 1.14 **Deposits and Charges** shall mean the amount required to be paid by the Purchaser to the Sellers apart from the total consideration amount as hereinafter appearing
- 1.15 **"FEDERATION/ASSOCIATION/HOLDING ORGANISATION"** shall mean a federation of the society/condominium/company to be formed to manage and control the property, the common areas and amenities comprised in the said housing complex
- 1.16 **HOUSE RULES/USER** shall mean the rules and regulations regarding the user/holding of the said Unit as hereinafter stated.
- 1.17 **PLAN** shall mean the Building plan including Layout plan, specifications and approvals, sanctioned by the Kolkata Municipal Corporation .
- 1.18 **PREMISES** (Said Land)shall mean ALL THAT the Municipal Premises No. 24/3 Alipore Road, P.S. Alipore, Kolkata 700 027 (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written)
- 1.19 **PURCHASER** shall mean the party hereto of the Third part
- 1.20 **PROMOTER** shall mean the Party hereto of the First Part
- 1.21 **OCCUPANCY CERTIFICATE /COMPLETION CERTIFICATE** shall mean the certificate to be granted by Kolkata Municipal Corporation to be granted by Kolkata Municipal Corporation certifying completion of the new building and permitting the Flat owner to take possession of the Apartment intended to be acquired by the Purchaser
- 1.22 **POSSESSION** shall mean the date on which possession is made over by the Sellers to the Purchaser or as deemed to be made after occupancy certificate / completion certificate is obtained .
- 1.23 **RULES** means the West Bengal Housing Industry Regulations Rules, 2018 made under the West Bengal Housing Industry Regulation Act 2017
- 1.24 **REGULATIONS** means the regulations made under the West Bengal Industry Regulation Act 2017
- 1.25 **SINKING FUND/RESERVE FUND** shall mean the fund to be paid and/or contributed by each of the Unit/towers including the Purchasers herein towards maintenance fund which shall be held by the Sellers and after the said new building is completed and possession is made over and upon formation of the Association the said amount, after applicable deduction, if any, shall be transferred by the Sellers to such Association.

## **ARTICLE II – INTERPRETATIONS**

2.1 In this Agreement (save to the extent that the context otherwise so requires):

- i) Any reference to any act of Parliament or State Legislation whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws permissions or directions any time issued under it.
- ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or novated
- iii) An obligation of the Purchaser in this Agreement to do something shall include an obligation to ensure that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, suffer or allow the same to be done.
- iv) Words denoting Masculine gender shall include feminine and neutral genders as well.
- v) Words denoting singular number shall include the plural and vice versa.
- vi) A reference to a statutory provision includes a reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modification made in this Agreement from time to time in force.
- viii) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- ix) The Schedules shall have effect and be construed as an integral part of this agreement.

## **ARTICLE III – COMMENCEMENT**

3.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from the date of execution of this Agreement

## **ARTICLE IV – DECLARATION AND ACKNOWLEDGEMENT BY THE PURCHASER**

4.1 At or before entering into this Agreement the Purchaser has satisfied himself/herself/itself:

- i) As to the title of the Owners
- ii) Has caused independent searches to be made in respect of the said Premises
- iii) Has received a copy of the title deed commencing from the date of execution of the Deed of Conveyance dated 6<sup>th</sup> June 2013 and has inspected the title deeds prior to the execution of the said Deed of Conveyance dated 6.6.13.
- iv) Has received a copy of the said Development Agreement and has fully understood the contents and/or the purport thereof
- v) Has inspected the Plan sanctioned by Kolkata Municipal Corporation
- vi) Acknowledges that the Developer shall be entitled to alter and/or modify the said Plan so long as it does not affect the Unit intended to be acquired by the Purchaser
- vii) Acknowledges that the purchase price agreed to be paid by the Purchaser in terms of this agreement is fair and reasonable and has been arrived at taking into account various factors including the rights which have been reserved by the Developer and the Owners for themselves.
- vii) Confirms that this agreement has been duly examined and vetted by the Advocate independently appointed by the Purchaser
- viii) Confirms that the terms and conditions contained in this agreement are fair and reasonable and that there has been no domination on the part of the Developer and the Owners in causing the Purchaser to enter into this agreement

- ix) Acknowledges that the Purchaser has satisfied himself/herself/itself as to the title of the Premises and had caused independent searches to be made through his/her/its own Advocate
- x) Acknowledges that the right of the Purchaser shall remain restricted to the said Unit intended to be acquired by him/her and shall have no other right over and in respect of the other parts and portions of the said new building
- xi) Acknowledges that while undertaking construction of the said new building various permissions and/or consents are needed to be obtained and/or modified from time to time and as such there is a possibility of delay in completion of the said new building
- xii) The Purchaser has signed this agreement with full knowledge of all the rules, regulations, notifications and/or legislations presently in force
- xiii) Acknowledges that the Purchaser has also carried out independent investigation of title and is fully satisfied as to the title of the Owners and the rights of the Sellers and the Developer and as such waives the right to receive any compensation in the event of there being any defect in title prior to the execution of this agreement

And has agreed not to raise any objection whatsoever or howsoever

#### **ARTICLE V - SALE AND TRANSFER**

5.1 In consideration hereinafter appearing and subject to the terms, conditions and covenants as set forth herein, the Owners and the Promoter hereby agree to sell to the Allottee and the Allottee has agreed to purchase from the Owners and the Promoter the Apartment as specified in Recital JJ hereinabove, subject to the payment in perpetuity of the proportionate share of the Common Charges and Expenses including but not limited to the common charges and expenses mentioned in the **Fourth Schedule**, and all other Outgoings now chargeable upon or which become payable hereafter, in respect of or in connection with the said Apartment wholly and the Common Areas proportionately, to the Promoter or the Sellers or the Association, as the case may be.

#### **ARTICLE VI – CONSIDERATION/PAYMENT**

#### **6. TOTAL PRICE**

6.1 The total price for the Apartment based on the Carpet Area is INR \_\_\_\_ (Indian Rupees \_\_\_\_ only) ("**Total Price**"). The Total Price has been arrived at in the following manner:

Sl. No.	Description	Price
1.	Block/ Building/ Tower No. [•] Type [•] Floor [•]	[Insert rate of apartment per square feet of carpet area]
2.	Exclusive Balcony appurtenant to the said Apartment Exclusive Open Terrace appurtenant to the said Apartment	[Insert price] [Insert price]
3.	Parking – 1 Parking – 2	[Insert price] [Insert price]
4.	Proportionate price of Common Areas	[Insert price]
5.	Taxes (Including GST) & Other Cess	[Insert amounts]
6.	<b>Other Charges:</b> (i) Height Escalation Charges(PLC) (ii) Club Facilities and Development Charges (iii) Transformer & Main Meter Charges (iv) Individual Meter Charges (at actuals) (v) Generator Charges	[Insert amounts]
<b>Total Price (in INR)</b>		[Insert total price]

The other charges and deposits payable :	[Insert amounts]
<b>Deposits &amp; Charges:</b>	
(i) Maintenance In advance (1 year)	
(ii) Legal Charges	
(iii) Formation of Association and Builders' Service Charges	
(iv) Electricity Deposit	
(v) Sinking Fund	
(vi) Municipal/Corporation Tax Deposit	
<b>Grand Total</b>	[Insert grand total]

Explanation:

- (i) The Total Price above includes the Booking Amount paid by the Allottee to the Sellers towards the Apartment.
- (ii) The Total Price above includes taxes (consisting of applicable tax paid or payable by the Sellers by way of goods and service tax and cess or any other similar taxes which may be levied, in connection with the construction of the Project, payable by the Sellers, by whatever name called) up to the date of handing over the possession of the Apartment to the Allottee and the Project to the Association, as the case may be, after obtaining the completion certificate.

Provided that, in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Sellers 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 competent authority, which shall include the extension of registration, if any, granted to the said Project by the competent authority, as per the Act (if applicable), the same shall not be charged from the Allottee.

- (iii) The Sellers shall periodically intimate in writing to the Allottee, the amount payable as stated above and the Allottee shall make the payment demanded by the Sellers within the time and in the manner specified therein. In addition, the Sellers shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv) The Total Price of the Apartment includes recovery of price of land, construction of not only the Apartment, but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges (as specified in Clause ), etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project, save and except those covered under the Deposits and Charges.

1.1 It is hereby clarified that stamp duty, registration fee and mutation charges shall not be included in the Total Price and the same shall be paid by the Allottee as per actuals. [Further, in addition to the Total Price, the Allottee shall also be liable to pay to the Sellers, all the Deposits and Charges, in such manner and within such time periods as may be notified by the Sellers from time to time.]

1.2 Save as provided in this Agreement, the Total Price is escalation-free, except escalations/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 Sellers undertakes and agrees that while raising a demand on the Allottee for increase in development charges, costs or levies imposed by the competent authorities, the Sellers shall enclose the said notification/ order/ rule/ regulation published/ issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the competent authority, which shall include the extension of registration, if any, granted to the said Project by the competent authority, as per the Act (if applicable), the same shall not be charged from the Allottee.

1.3 The computation of Total Price includes recovery of price of land, construction of not only the Apartment, but also the Common Areas, internal development charges, external development charges, cost of providing electric wiring, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in

the common areas, maintenance charges till the Possession Date and includes the cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project, save and except those covered under the Deposits and Charges.

- 1.4 The Allottee shall make the payment as per the payment plan set out in the **Sixth Schedule** hereunder written ("**Payment Plan**").
- 1.5 The Sellers may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments@ \_\_\_\_% ( \_\_\_\_ percent) per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to the Allottee by the Sellers unless agreed upon by the Allottee.
- 1.6 The Allottee has paid a sum of INR \_\_\_\_ (Indian Rupees \_\_\_\_ ) as the booking amount ("**Booking Amount**") being part payment towards the Total Price of the Apartment at the time of application, the receipt of which is acknowledged by the Sellers in the memo of consideration hereunder written. The Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan, and other deposits and charges as may be demanded by the Sellers within the time and in the manner specified therein. In the event that, the Allottee delays in making payment towards any amount which is payable hereunder, he/she/it shall be liable to pay interest at the rate prescribed in Rule 18 of the Rules. Provided that, if any charges, fees or taxes required to be paid by the Allottee in relation to the Apartment remains unpaid on the due date for such payment, such fees, charges, taxes shall be treated as unpaid purchase price of the Apartment and the Sellers shall be entitled to take action for the recovery of such fees, charges and taxes.
- 1.7 The Allottee authorizes the Sellers to adjust/appropriate all payments made by him/her/it under any head(s) of dues against lawful outstanding of the Allottee against the Apartment, if any, in his/her/its name and the Allottee undertakes not to object/ demand/ direct the Sellers to adjust his/her/its payments in any manner.
- 1.8 Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Sellers, within the stipulated time as mentioned in the Payment Plan or otherwise, through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in the manner stipulated in the said Payment Plan. In this regard and to give effect to the REVENUE ALLOCATION AGREEMENT, the Allottee agrees to issue 9 (nine) separate cheques/ demand drafts/ banker's cheques or online payments (as applicable) in favour of all the Owners individually, in the proportion mentioned in the Payment Plan.
- 1.9 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in FEMA, the Reserve Bank of India Act, 1934 and the 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 Sellers with such permission, approvals which would enable the Sellers to fulfil their 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 FEMA or the statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other Applicable Law. The Allottee understands and agrees that in the event of any failure on his/her/its part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/it may be liable for any action under FEMA or other laws as applicable, as amended from time to time.
- 1.10 The Sellers accepts no responsibility with regard to matters specified in Clause 1.9 above. The Allottee shall keep the Sellers fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Sellers immediately and comply with necessary formalities, if any, under the Applicable Laws.
- 1.11 The Sellers 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 said Apartment in any way and the Sellers shall be issuing the payment receipts in favour of the Allottee only. Further, the Allottee shall continue to remain responsible for its obligations under the Agreement, including but not limited to its payment obligations, despite of a third party making payment/ remittances on behalf of the Allottee.

## **7. TIME IS ESSENCE**

- a. Time is of the essence for the Promoter, the Sellers as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project, as disclosed at the time of registration of the Project with the competent authority under the Act and the Common Areas to the Association, and the Sellers shall abide by the time schedule for handing over of the Apartment to the Allottee . Similarly, the Allottee shall make timely payments of the instalments and other dues payable by him/her/it and meet the other obligations under the

Agreement, subject to the simultaneous completion of construction by the Promoter as provided in the Payment Plan.

- b. The Purchasers hereby acknowledges that without making the payments amounts to be paid on account of consideration, advances and/or deposits the Purchasers shall not be entitled to claim possession of the said Unit.

#### **ARTICLE VIII- CONSTRUCTION COMPLETION AND POSSESSION**

8.1 Unless prevented by circumstances beyond its control, the Promoter shall construct erect and complete the said Unit in all regards on or before **31<sup>st</sup> day of December 2021** (hereinafter referred to as the COMPLETION DATE)

8.2 The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan and the specifications, amenities and facilities, annexed to this Agreement, which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, floor area ratio and density norms and provisions prescribed by Applicable Laws in the State of West Bengal, and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

8.3 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at the **Seventh Schedule** hereunder written (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment, without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act or as may be required by competent authorities or due to change in law.

8.4 The Promoter shall confirm the final Carpet Area that has been allotted to the Allottee after the construction of the Building has been completed and the completion certificate has been 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 Sellers shall refund the excess money paid by Allottee within 45 (forty five) days with annual interest at the rate prescribed in Rule 18 of the Rules, from the date when such an excess amount was paid by the Allottee, after deduction of such other tax/levy as may be applicable. If there is any increase in the Carpet Area, which is not more than 3% (three percent) of the Carpet Area of the Apartment, the Sellers may demand that from the Allottee as per the next milestone of the Payment Plan as provided in the **Sixth Schedule** hereunder written. All these monetary adjustments shall be made at the same rate per square feet as specified in Clause 6.1 above.

8.5 It is made clear by the Promoter and the Sellers that the Apartment along with \_\_\_\_ garage/ parking shall be treated as a single indivisible unit for all purposes and the same is agreed by the Allottee. It is further agreed that the Project is an independent, self-contained Project covering the Said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

8.6 The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

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

#### **POSSESSION**

##### **Possession Date**

- 8.8 The Sellers assure to hand over possession of the Apartment to the Allottee, along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place in December 2021, unless (a) 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 Project ("**Force Majeure**") or (b) such handover of possession is delayed on account of any notice, order, rule, notification of the government and/or other public or competent authority/ court. Except for occurrence of the events specified in (a) or (b) above, if the Sellers fail to complete or is unable to give possession of the Apartment to the Allottee on the date specified in this Clause, then the Sellers shall be in default and the consequences stated herein shall ensue.
- 8.9 If the completion of the Project is delayed due to either (a) or (b) as provided in Clause 8.8 above, then the Allottee agrees that the Sellers shall be entitled to extension of time for delivery of possession of the Apartment, provided that such conditions/circumstances are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to either (a) or (b) above, then this allotment shall stand terminated and the Sellers shall refund to the Allottee the entire amount received by the Sellers from the allotment within 45 (forty five) days from the date of termination without any interest or compensation and after deduction of such other tax/levy as may be applicable at such time. The Sellers shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she/ it shall not have any rights, claims, etc. against the Promoter or the Sellers and that the Promoter and the Sellers shall be released and discharged from all its obligations and liabilities under this Agreement.

#### **Procedure for Taking Possession**

- 8.10 Upon the Promoter obtaining the completion certificate or the occupancy certificate, , as the case may be, from the competent authority and upon the Sellers' receiving all payments from the Allottee as per this Agreement, the Sellers shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement, such possession to be taken by the Allottee within two (2) months from the date of issue of the completion certificate or the occupancy certificate, as the case may be. The Sellers agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Sellers.
- 8.11 The Allottee shall take possession of the Apartment within 15 (fifteen) days of the written notice from the Sellers to the Allottee intimating that the said Apartment is ready for use and occupy (hereinafter referred to as the "**Possession Date**"). The Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Promoter/ Sellers/Association, as the case may be after the issuance of the completion certificate for the Project, in accordance with the provisions of this Agreement. The Promoter shall hand over the occupancy certificate of the Apartment, if any, to the Allottee at the time of conveyance of the same.
- a) It is further clarified that physical possession of the Apartment shall be withheld till all dues are cleared by the Allottee in respect of the Apartment, at the cost of the Allottee.
- b) The Sellers agrees to pay all outgoing before transferring the physical possession of the Apartment to the Allottee, which they have collected from the Allottee, for the payment of outgoing (including municipal or other local taxes, charges for water or electricity, maintenance charges,). If the Sellers fail to pay all or any of the outgoing collected by them from the Allottee or any liability, mortgage, loan and interest thereon, if any, before transfer of the Apartment to the Allottee, the Sellers agree to be liable, even after the transfer of the property, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

#### **Failure of Allottee to take Possession**

- 8.12 Upon receiving a written intimation from the Sellers as per Clause 8.10 above and subject to all outstanding amounts being paid by the Allottee, the Allottee shall take possession of the Apartment from the Sellers by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and as may be required, and the Sellers shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession on the Possession Date, the Allottee shall continue to be liable to pay the maintenance charges as specified in this Agreement and the rates and taxes that may be attributable to the said Apartment.

#### **8.13 Cancellation by Allottee**

- a) The Allottee shall have the right to cancel/withdraw his/ her/ its 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/Sellers, the Sellers herein shall be entitled to forfeit the Booking Amount and the interest liabilities, together with deduction of such

other tax/levy as may be applicable at the time of such withdrawal by the Allottee. The balance amount of money paid by the Allottee shall be returned by the Sellers to the Allottee within 45 (forty five) days of such cancellation. Such refund shall be made without any interest or compensation and all charges and expenses that may be incurred by the Sellers in making such refund shall be borne by the Allottee.

- b) Upon withdrawal or cancellation of allotment by the Allottee under this Agreement, the Sellers shall have the right to re-allot the Apartment to any third party thereafter and the prior allotment in favour of the Allottee will stand cancelled. All rights of the Allottee under any allotment letter issued or this Agreement shall also stand terminated.

## 9. CONVEYANCE

The Promoter and the Owner, on receipt of Total Price of the Apartment as per Clause 6 of the Agreement, together with interest (if any), the Deposits and Charges and all other dues and deposits etc., from the Allottee, shall execute a conveyance deed and convey the title of the Apartment, together with proportionate indivisible share in the Common Areas, within 3 (three) months from the date of issue of the completion certificate, to the Allottee. The Allottee will be required to pay the entire stamp duty, registration charges and other taxes and charges as may be levied by the government or other authority from time to time and as applicable at the time of registration, as well as other related charges, as may be determined by the Sellers, in addition to all prior deposits /payments made by the Allottee(s). Such amount shall be deposited by the Allottee(s) within the period to be specified by the Sellers. However, in case the Allottee fails to deposit the stamp duty and/or registration charges and all other incidental and legal expenses, etc. so demanded within the period mentioned in the notice, the Allottee authorizes the Sellers to withhold registration of the conveyance deed in his/her/its favour till full and final settlement of all dues and stamp duty and registration charges to the Sellers 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).

## 10. DEFECT LIABILITY

- a) It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to the Apartment, is brought to the notice of the Promoter by the Allottee, within a period of five (5) years, from the date of expiry of two (2) months from receipt by the Promoter, of the completion certificate or the occupancy certificate, as the case may be, the Promoter shall be responsible to rectify such defects in the manner specified under Applicable Laws. Provided that, the Promoter shall not be liable for any defect or deficiency occasioned on account of any act or omission on the part of the Allottee or any authority or third party over whom the Promoter has no control or any defect or deficiency which is not attributable to the Promoter. Provided further that, the Promoter shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party, unless it results in a structural defect.
- b) Notwithstanding anything stated hereinabove, the Promoter shall not be liable for defects pertaining to the following:
- i. Equipment (including but not limited to, lifts, generators, motors, sewerage treatment plants, transformers and gym equipment) which carry manufacturer's guarantees for a limited period;
  - ii. Fittings relating to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear;
  - iii. Allowable structural and other deformations including expansion quotient; and
  - iv. Works such as painting, which are subject to wear and tear.
- c) In no event shall the Owners be held liable under this Clause 10 of this Agreement or any part thereof.

## 11. FORMATION OF ASSOCIATION

- a. The Promoter shall, in accordance with Applicable Laws, call upon the respective apartment owners to form an association ("**Association**"), and it shall be incumbent upon the Allottee to join the Association as a member and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the same. The Allottee shall pay the necessary subscription and/or membership amounts, together with the proportionate costs and expenses for (i) formation of the Association, and (ii) transfer of the Common Areas to the Association, including but not limited to stamp duty and registration costs, if any. The Allottee hereby authorizes the Promoter 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.

- b. Each Unit in the Project shall represent one (1) share, irrespective of the number of persons owning such Unit and irrespective of the same person owning more than one (1) Unit. Further, in the event a Unit is owned by more than one (1) person, then the person whose name first appears in the nomenclature of this Agreement as the Allottee shall only be entitled to become a member of the Association. In the event that the Allottee is a minor, the local guardian of such minor shall become a member of the Association. A tenant or licensee of the Allottee shall not be entitled to become a member of the Association.
- c. The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association upon the issuance of the completion certificate or the occupancy certificate, as the case may be, of the Project as provided in this Agreement. The cost of such maintenance has been included in the Total Price of the Apartment.
- d. Upon formation of the Association, the Promoter shall handover the Common Areas, together with the relevant documents and plans pertaining thereto, to the Association within such time period and in such manner as prescribed under Applicable Laws (hereinafter referred to as the "**Handover Date**"). 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. to various authorities under Applicable Laws, 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 Owners, and the Promoter and the Owners 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.
- e. The Allottee agrees and undertakes to deposit INR [●] (Indian Rupees [●]) as a non-interest bearing security deposit with the Sellers, which deposit shall be pooled into a corpus deposit ("**Corpus Deposit**"). The Allottee further agrees and acknowledges that such Corpus Deposit shall be handed over to the Promoter/ Association by the Sellers, 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 to the Sellers, together with interest thereon. Such amount(s), if any, thus transferred shall be held by the Promoter/ Association on behalf of and on account of the Allottee and the several Co-Buyers of the Project *inter alia* as a sinking fund. The Allottee undertakes to make good and pay to the Promoter/ Association all such amounts that may be deducted/adjusted as aforesaid by the Sellers 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 Sellers shall not be held liable, in any manner whatsoever, for any shortfall in the Corpus Deposit due to the above adjustments or otherwise after the handover of the Corpus Deposit by the Sellers to the Promoter/ Association and the Allottee and the Promoter/ Association shall jointly and severally keep the Sellers indemnified for the same.
- f. In case of failure of the Allottee to pay the Common Charges and Expenses on or before the due date, the Allottee authorises the Sellers or the Promoter/ Association, as the case may be, to adjust such outstanding amounts from the Corpus Deposit. The Allottee hereby agrees and undertakes to bear all taxes that may be levied on the Sellers or the Promoter/ Association, as the case may be, on account of making such adjustments and/or on account of the Sellers transferring/handing over the Corpus Deposit to the Promoter/ Association. On any such adjustments being made from the Corpus Deposit, the Allottee hereby undertakes to make good the resultant shortfall in the Corpus Deposit within 15 (fifteen) days of a demand made by the Promoter/ Association with respect thereto.
- g. The Sellers and/or the Promoter/ Association, as the case may be, shall be entitled to invest the Corpus Deposit in such securities and in such manner as the Sellers and/or Promoter/ 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 and such payment towards the Corpus Deposit shall not absolve the Allottee of its obligation to pay the applicable maintenance charges in terms of this Agreement.
- h. 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 Sellers 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 by and/or be made applicable to all the apartment owners or occupiers of the Building and/or the Project.

- i. 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.
- j. Further, the Allottee agrees and undertakes to pay all necessary deposits/charges to the Sellers or the Promoter/ 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 Sellers or the Promoter/ Association, as the case may be, each within such timelines as may be prescribed by the Sellers or the Promoter/ Association, as the case may be.
- k. Without prejudice to the rights available under this Agreement, in the event that any amount payable to the Sellers or the Promoter/ Association is not paid within 2 (two) months from the date of the notice, the Sellers or the Promoter/ 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.

## **12. CLUB FACILITIES**

- a. The Allottee shall be entitled to the facilities of a club within the Project ("**Club**") along with the Co-Buyers and Co-Occupiers of the Project. The operational costs/charges of the Club shall form part of the Common Charges and Expenses.
- b. It is expressly made clear that the membership of the Allottee to the Club shall cease upon the Allottee transferring the Apartment in favour of a third party. It is hereby clarified that the Club membership is not transferable and can only be used by the Allottee and his /her immediate family members in accordance with the rules and regulations of the Club. Nothing contained in this Agreement shall be deemed to confer any right on a subsequent transferee, tenant, lessee or licensee of the Apartment to be entitled to use the facilities of the Club on the basis of being in possession of the Apartment alone.
- c. The rights and obligations of the Allottee as a member of the Club and the detailed terms and conditions of membership and rules and regulations governing use of the Club facilities will be formulated by the Promoter or the Sellers or the Association, as the case may be, in due course and circulated to members before the Club is made operational. The Allottee agrees, undertakes and covenants to abide by such rules and regulations and make payment of all periodic subscriptions and other expenses relating thereto.
- d. On failure of the Allottee to regularly pay the charges, subscription, etc. in respect of the Club, the Promoter or the Sellers or the Association, as the case may be, shall be entitled to restrict the Allottee's entry to the Club and withdraw all the privileges of the Club to the Allottee, and the Allottee hereby gives his/her/their unfettered consent to the same.

## **13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER AND THE OWNERS**

- a. The Promoter hereby represents and warrants to the Allottee as follows:
  - i. the Promoter the requisite rights to carry out development upon the Said Land and has the absolute, actual, physical and legal possession of the Said Land for the Project;
  - ii. the Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
  - iii. there are no encumbrances upon the Said Land or the Project as per the report on title;
  - iv. all approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain in compliance with the Applicable Laws in relation to the Project, Said Land, Building, Apartment and Common Areas;
  - v. the Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

- vi. the Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Said Land, including the Project and the said Apartment which will, in any manner, affect the rights of the Allottee under this Agreement;
  - vii. the Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
  - viii. at the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Common Areas to the Association;
  - ix. 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;
  - x. the Promoter has duly paid and shall continue to pay and discharge all undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate or the occupancy certificate, as the case may be, has been issued and possession of Apartment, along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association, respectively; and
  - xi. no notice from the government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Said Land) has been received by or served upon the Promoter in respect of the Said Land and/or the Project.
- b. The Owners hereby represent and warrant to the Allottee as follows:
    - i. The Owners have the right, title and interest on the said Premises;
    - ii. there are no encumbrances upon the Said Premises;
    - iii. the Owners have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
    - iv. the Owners have not entered into any agreement for sale or any other agreement/arrangement with any person or party with respect to the Said Premises, including the Project and the said Apartment which will, in any manner, affect the rights of the Allottee under this Agreement;
    - v. the Owners confirm that the Owners are not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
    - vi. at the time of execution of the conveyance deed the Owners shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Common Areas to the Association;
  - c. The Promoter's and the Owners' representations and warranties are qualified and limited by any information:
    - i. disclosed to the Allottee by the Promoter or the Owners or its representatives; and/or
    - ii. which is otherwise within the knowledge of the Allottee.
  - d. Subject to any Applicable Law to the contrary and except as provided in Clause a above, all terms, conditions, representations, warranties and statements, whether express, implied, written, oral, collateral, statutory or otherwise, are excluded.

#### **14. COVENANTS & RIGHTS OF THE ALLOTTEE**

- a. The Allottee, with intention to bring all persons into whosoever's hands the Apartment may come, hereby covenants and agrees with the Owners and the Promoter as follows:
  - i. that the Allottee shall observe, perform and fulfil the covenants, stipulations, restrictions and obligations required to be performed by the Allottee herein, including but not limited to those mentioned in the **Fifth Schedule** hereunder written;

- ii. that the Allottee has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually and in a timely manner;
- iii. that the Allottee's right at all times shall be limited to the Apartment;
- iv. that, on and from the Possession Date, the Allottee shall at all times make timely payment of the proportionate Common Charges and Expenses to the Promoter or the Association, as the case may be, in the manner and at such intervals and at such rates as may be decided by the Promoter or the Owners or the Association, as the case may be, failing which the Promoter or the Owners or the Association, as the case may be, shall be entitled to take such action as it may deem fit;
- v. that 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 Owners or the Association, as the case be, from time to time in this regard;
- vi. that the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges, including but not limited to the Common Charges and Expenses as determined and thereafter billed by the Promoter or the Owners or the Association, as the case maybe, and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the Promoter or the Owners or the Association, as the case maybe, from time to time;
- vii. that the Allottee shall bear and pay all the municipal taxes, rates, levies, surcharge, deposits including security deposits, assessments, together with interest thereon and all other outgoings (hereinafter referred to as "**Outgoings**") related to the Apartment on and from the Possession Date. However, so long as the Apartment is not separately assessed for municipal taxes, rates, levies surcharges and other outgoings, the Allottee shall be liable to and will pay his/her/its proportionate Outgoings attributable to the Apartment to the Promoter or the Association, as the case may be. Further, on and from the Possession Date, the Allottee shall be liable to pay proportionately all Outgoings for the Common Areas on the basis of bills to be raised by the Promoter or the Owners or the Association, as the case may be, such bills being conclusive proof of the liability of the Allottee in respect thereof;
- viii. that the Allottee shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Apartment in the records of the concerned authorities within a period of three (3) months and shall keep the Owners 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-observance of this obligation by the Allottee;
- ix. that the Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter or the Association;
- x. that wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Co-Buyers in the Project, the same shall be the proportion which the Carpet Area of the Apartment bears to the total Carpet Area of all the apartments in the Project;
- xi. that the Allottee shall grant and shall ensure that the Association shall grant to the Promoter, the Owners and the Co-Buyers and/or Co-Occupiers of the Project and all their successors-in-interest/title unfettered and perpetual easements over, under and above all Common Areas;
- xii. that the Allottee shall use the Apartment or any part thereof or permit the same to be used only for residential purposes. Further, the Allottee shall use the garage or parking space only for the purpose of keeping or parking vehicles;
- xiii. that the Allottee agrees that the Promoter and the Owners and the Association, shall have the right of unrestricted access to all Common Areas, garages/covered 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, and the Allottee agrees to permit the Promoter and the Owners and the Association to enter into the Apartment or any part thereof, after due notice and during normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect; and

- xiv. that the Allottee hereby accepts, confirms and declares that the covenants of the Allottee as contained in this Agreement shall (A) run perpetually; and (B) bind the Allottee and his/its successors-in-title or interest and that the Allottee shall be responsible for any loss or damages arising out of breach of any of the conditions contained in this Agreement.
- b. The Parties hereby expressly agree that this Agreement is being executed by the Owners and the Promoter on the understanding that the aforementioned covenants shall be strictly adhered to and performed by the Allottee. The Allottee further agrees, confirms, declares and undertakes that considering the size and scale of the Project, the terms and conditions as set forth herein are necessary and reasonable in order to protect the interest and rights of all the Co-Buyers and/or Co-Occupiers of the Project.
- c. Subject to the provisions of Clauses below, the Owners agree and acknowledge, the Allottee shall have the right to the Apartment as mentioned below:
  - i. the Allottee shall have exclusive ownership of the Apartment;
  - ii. the Allottee shall also have undivided proportionate share in the Common Areas. Since the share /interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other Co-Buyers and/or Co-Occupiers of the Project, maintenance staff, etc. without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the Association after duly obtaining the completion certificate or the occupancy certificate, as the case may be, from the competent authority as per Applicable Laws; and
  - iii. the Allottee has the right to visit the Project site to assess the extent of development of the Project and his apartment.

#### **15. EVENTS OF DEFAULTS AND CONSEQUENCES**

- a. Subject to the provisions of this Agreement and subject to the Allottee making timely payments hereunder and save and except for the events specified in (a) and (b) of Clause 8.8 above, the Sellers shall be considered under a condition of default in the following events:
  - i. the Sellers fail to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Clause 8.1. For the purpose of this Clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which completion certificate or the occupancy certificate, as the case may be, has been issued by the competent authority; or
  - ii. Discontinuance of the Sellers' business on account of suspension or revocation of their registration under the provisions of the Act or the rules or regulations made thereunder.
- b. In case of default by the Sellers under the conditions listed above, the Allottee shall be entitled to the following:
  - i. stop making further payments to Sellers as demanded by the Sellers. If the Allottee stops making payments, the Sellers shall correct the situation by completing the construction milestones and only thereafter shall the Allottee be required to make the next payment without any interest; or
  - ii. the Allottee have the option of terminating the Agreement in which case the Sellers shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, along with interest at the rate prescribed in Rule 18 of the Rules within 45 (forty five) days of receiving the termination notice.

Provided that, where the Allottee does not intend to withdraw from the Project or terminate the Agreement, he/she/it shall be paid, by the Sellers, interest at the rate prescribed in Rule 18 of the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Sellers to the Allottee within 45 (forty five) days of the same becoming due.

- c. The Allottee shall be considered to be under a condition of default, in case the Allottee fails to make payment for 2 (two) consecutive demands made by the Sellers as per the Payment Plan, of any amount due and payable by the Allottee under this Agreement (including his/her/its proportionate share of taxes, levies and other outgoings) despite having been issued notice in that regard. In such event the Allottee shall be liable to

pay to the Sellers, interest at the rate prescribed in Rule 18 of the Rules, on all unpaid amounts from the date the amount is payable by the Allottee.

- d. Without prejudice to the right of the Sellers to charge interest in terms of Clause 15 (c) above, in case the default by the Allottee under Clause 15 (c) above continues for a period beyond 2 (two) consecutive months after notice from the Sellers in this regard, the Sellers, at its own option, may terminate this Agreement and refund the money paid to the Sellers by the Allottee after deducting the Booking Amount and the interest liabilities and after deduction of such other tax/levy as may be applicable at the time of such termination by the Sellers, and this Agreement and any liability of the Sellers shall thereupon stand terminated. Provided that, the Sellers shall intimate the Allottee about the intention of the Sellers to terminate this Agreement by a written notice of at least 30 (thirty) days prior to such termination.
- e. On and from the date of refund of the amount as mentioned in Clauses 15 (d) above, as the case may be, this Agreement shall stand cancelled automatically without any further act from the Allottee and the Allottee shall have no right, title and/or interest on the said Apartment, the Project and/or the Said Land or any part or portion thereof, and the Allottee shall further not be entitled to claim any charge on the said Apartment and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the Parties.
- f. For the avoidance of doubt, it is hereby clarified that the Sellers 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.

#### **16. MORTGAGE OR CREATION OF CHARGE**

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

#### **17. BINDING EFFECT**

- a. Forwarding this Agreement to the Allottee by the Sellers does not create a binding obligation on the part of the Sellers 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 its receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar, as and when intimated by the Sellers. If the Allottee fails to execute and deliver to the Sellers this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Sellers, then the Sellers 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 and after deduction of such other tax/levy as may be applicable at such time.
- b. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or any part thereof. The Allottee shall have no claim, save and except in respect of the Apartment hereby agreed to be sold to him/her/it, and all open spaces, parking spaces, lobbies, staircases, terraces and recreational spaces shall remain the property of the Sellers until the same is transferred as hereinbefore mentioned.

#### **18. ENTIRE AGREEMENT**

- a. 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 said Apartment.

#### **19. RIGHT TO AMEND**

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

#### **20. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES**

- a. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
- b. Prior to registration of the conveyance deed for the Apartment in accordance with Clause 9 above, no assignment, sublease or alienation of interest in the Apartment in full or in part, shall be permitted or recognized by the Sellers (other than in the event of death of the Allottee) except upon payment of a transfer fee @ 2% (two percent) of the Total Price or the consideration for such transfer, whichever is higher, to the Sellers, provided that the Allottee has cleared all his/her dues together with interest thereon, if any, payable till the date of such proposed transfer with respect to the Apartment. Provided no transfer fee is payable in case of transfer to the spouse or child or parents of the Allottee. It is further clarified that inclusion of a new joint allottee or change of a joint allottee shall be treated as a transfer unless such joint allottee is the spouse or child or parent of the original allottee. In the event that the Allottee is desirous of transferring the Apartment to the spouse or child or parents of the Allottee, such transfer shall be permitted or recognized by the Sellers, upon payment of INR [●] (Indian Rupees [●]), provided that the Allottee has cleared all his/her dues together with interest thereon, if any, payable till the date of such proposed transfer with respect to the Apartment. Such transfer shall be on the execution and registration of an agreement of sale by the transferee, the Promoter and the Sellers, the costs for which shall be borne by the transferee.

**21. WAIVER NOT A LIMITATION TO ENFORCE**

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

**22. SEVERABILITY**

- a. If any provision of this Agreement shall be determined to be void or unenforceable under 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 the Applicable Laws or the rules and regulations made thereunder or Applicable Laws, 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.

**23. FURTHER ASSURANCES**

- a. All Parties agree that they shall execute, acknowledge and deliver to the other Parties such instruments and take such other actions, in addition 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.

**24. PLACE OF EXECUTION**

- a. The execution of this Agreement shall be complete only upon its execution by the Allottee, the Owner through its authorized signatory, the Promoter through its authorized signatory, at the Damodar House, 1/A, Vansittart Row, Kolkata:700001, West Bengal or at some other place mutually decided. After the Agreement is duly executed by the Parties or simultaneously with the execution the said Agreement, the said Agreement shall be registered at the office of the Sub-Registrar at [●].

**25. NOTICES**

- a. All notices to be served on the Allottee, the Promoter and the Owner as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter or the Owner by registered post at their respective addresses specified below:

Address of the Owners: [●]

Address of the Promoter: [●]

Address of the Allottee: [●]

- b. It shall be the duty of each Party to inform the other Parties of any change in address subsequent to the execution of this Agreement by registered post failing which all communications and letters posted at the above address shall be deemed to have been received by such Party.

**26. JOINT ALLOTTEES**

- a. 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 be considered to be as properly served on all the Allottees.

**27. STAMP DUTY & REGISTRATION**

- a. The charges towards stamp duty and registration of this Agreement shall be borne by the Allottee.

**28. GOVERNING LAW**

- a. That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with Applicable Laws for the time being in force and courts at Kolkata shall have jurisdiction for this Agreement.

**29. DISPUTE RESOLUTION**

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

**30. SAVINGS**

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

**31. COUNTERPARTS**

- a. This Agreement may be executed simultaneously in counterparts, each of which will be determined an original, but all of which will constitute one and the same instrument.

**32. DOCUMENTATION AND PROFESSIONAL CHARGES**

32.1 [●], the Advocate of the Owners has prepared this Agreement and shall also draft the Deed of conveyance and/or transfer in respect of the said Unit including all other deeds documents and instruments as may be necessary and/or required and the Purchaser commits himself/herself/itself to accept such drafts and/or deeds documents and instruments as shall be prepared by [●] excepting that the Purchase shall be entitled to obtain an independent advice PROVIDED HOWEVER this will not absolve the Purchaser to make payment of the fees of [●] as hereinafter appearing:

- i) a sum of Rs. [●] at the time of signing of this agreement being the fees of [●], Advocate towards his fee for the preparation of this Agreement
- ii) a further sum of Rs. [●] being the fees of [●] for drafting of the Deed of Conveyance in favour of the Purchaser and the said sum shall be paid at or before taking over possession of the said Unit.

32.2 Stamp duty, registration charges and other incidental expenses and/or in relation to conveyance of the said Unit and for obtaining approval and consent necessary for such transfer and also any other assurances, deeds required to be made for or in relation thereto shall be borne and paid by the Purchaser.

**THE FIRST SCHEDULE ABOVE REFERRED TO  
(THE SAID PREMISES)**

**PART I – FREEHOLD PROPERTY**

ALL THAT brick built messuages tenements hereditaments buildings outhouses structures and premises having a built up area of 2880 square feet together with the piece and parcel of land or ground thereunto belonging whereon or on parts whereof the same are erected and built containing by estimation an area of 02 bighas 05 cottahs 07 chittacks and 34 square feet more or less situate lying at and being a portion of the western part of Premises No. 14A, Dr. Jana Chandra Ghosh Sarani formerly known as Debendra Lal Khan Road abutting Goaltuli Road now Turf Road (formerly premises No. 14A, Debendra Lal Khan Road) Police Station Bhowanipore within Ward No. 71 of Kolkata Municipal Corporation, Sub Registration Office Alipore in the District of South 24 Parganas (formerly 24 Parganas) and butted and bounded as follows:

ON THE NORTH : By premises No. 12 D.L. Khan Road  
ON THE SOUTH : By premises No. 16 D.L. Khan Road  
ON THE EAST : By Turf Road (formerly Goaltuli Road)  
ON THE WEST : By the remaining portion of 14A D.L. Khan Road (being the leasehold property as hereinafter appearing)

**PART II – LEASEHOLD PROPERTY**

ALL THAT the piece and parcel of land hereditaments and premises having a built up area of 3960 square feet together with the piece and parcel of land measuring 5 cottahs 8 Chittacks (more or less) situate lying at and being the remaining portion on the western portion of Premises No. 14A, Dr. Jana Chandra Ghosh Sarani formerly known as Debendra Lal Khan Road, Police Station Bhowanipore, Kolkata within Ward No.71 of the Kolkata Municipal Corporation Sub Registration Office Alipore, District South 24 Parganas and butted and bounded as follows:

ON THE NORTH : By lands of Kolkata Municipal Corporation  
ON THE SOUTH : By lands of Kolkata Municipal Corporation  
ON THE EAST : By the freehold property described in Part I hereinabove  
ON THE WEST : By D.L. Khan Road

**PART – III – THE SAID PREMISES**

ALL THAT brick built messuages tenements hereditaments buildings outhouses structures and premises situate lying at and being Municipal Premises No. 14A, Dr. Jana Chandra Ghosh Sarani formerly known as Debendra Lal Khan Road, Kolkata 700025, P.S. Bhowanipore containing in aggregate an area of 02 bighas 10 cottahs 15 chittacks and 34 sq. ft. (More or less) together with all structures standing thereon under Ward No.71 within the limits of Kolkata Municipal Corporation and butted and bounded in the manner following:

ON THE NORTH : By Premises No. 12. D. L. Khan Road, and by the land of Kolkata Municipal Corporation  
ON THE SOUTH : By Premises No. 16, D. L. Khan Road, and by the Land of Kolkata Municipal Corporation  
ON THE EAST : By Turf Road,  
ON THE WEST : By D. L. Khan Road

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(The Said Flat)**

ALL THAT the **Unit No.** having carpet area of \_\_\_\_\_ sq. ft. and balcony appurtenant to it measuring \_\_\_\_\_ sq. ft. along with **One Utility Room** being no. \_\_\_\_\_ on the \_\_\_\_\_ floor measuring \_\_\_\_\_ sq. ft. of the new building now in course of construction at

the said Premises containing by admeasurement the (SBU) area of **sq. ft.** be the same a little more or less (hereinafter referred to as the said UNIT marked as shown and bordered Red thereon in the floor plan attached hereto as "**Annexure B**") Together with the right for the Purchaser to park **1 (One) Covered** car parking space in the ground floor and **2 (Two) Mechanical** car parking spaces of the said new building(CAR PARKING SPACE) Together with the undivided proportionate share in all common parts portions areas facilities and amenities to comprised in the said building to be constructed at the said premises And Together with the undivided proportionate impartible indivisible share in the land forming part of the said Premises attributable thereto;

**THE THIRD SCHEDULE ABOVE REFERRED TO  
(COMMON AREA, PARTS AND PORTIONS)**

1. The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
2. Drains and sewers from the Properties to the Municipal Duct.
3. Water sewerage and drainage connection pipes from the Flats to drains and sewers common to the Properties.
4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the Properties.
5. The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
6. Boundary walls of the Properties including outer side of the walls of the building and main gates.
7. Water pump and motor with installation and room therefore.
8. Tube well water pump overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
9. Transformer electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Flat) and spaces required therefore.
10. Windows/doors/grills and other fittings of the common area of the Properties.
11. Generator its installations and its allied accessories and room.
12. Lifts, Lift wells and their accessories installations and spaces required therefore.
13. Fire Fighting equipment.
14. Such other common parts areas including gym, banquet hall, swimming pool, indoor games room bar-b-q area, equipments installations fixtures fittings covered and open space in or about the said Properties and/or the building as are necessary for passage to or use and occupancy of the Flats as are necessary.

**THE FOURTH SCHEDULE ABOVE REFERRED TO  
(COMMON EXPENSES)**

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the said Unit and every exterior part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Holding Organization) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Unit and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the Unit as usually are or ought to be.

3. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the Premises.
6. Paying such workers as may be necessary in connection with the upkeep of the Premises.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (nor forming part of any unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming parts of the Premises.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained Premises and providing such additional lighting apparatus as the Lessor may think fit.
11. Maintaining and operating the lifts.
12. The proportionate share for upkeep maintaining and carrying out all repairs and/or renovations into or upon the said mechanical car park.
13. Providing and arranging for the emptying receptacles for rubbish.
14. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual owners/occupiers of any Unit.
15. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of any individual owner of any Unit.
16. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Unit.
17. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
18. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye laws made thereunder relating to the building excepting those which are the responsibility of the Seller/occupier of any Unit.
19. The Purchase maintenance renewal and insurance of equipment as the Seller may from time to time consider necessary for the carrying out of the acts and things mentioned in this schedule.
20. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
21. The provision maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management company/Holding Organization it is reasonable to provide.
22. Such time to be fixed annually as shall be estimated by the Holding Organization (whose decision shall be final) to provide a reserve fund for items of expenditure referred to in this schedule to be or expected to be incurred at any time.

#### **FIFTH SCHEDULE**

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

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

1. That the Allottee agrees and acknowledges that basements and service areas located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per the sanctioned plan and that the Allottee shall not be permitted to use the services areas and the basements in any other manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Promoter and/or the Owners and/or the Association, as the case may be, for rendering maintenance services;
2. That the Allottee shall co-operate with the other Co-Buyers and Co-Occupiers of the Project, the Promoter and/or the Owners and/or the Association, as the case may be, in the management and maintenance of the Apartment, Building and the Project and shall abide by the directions and decisions of the Promoter and/or the Owners and/or the Association, as the case may be, as may be made from time to time in the best interest of the Apartment, Building and/or the Project;
3. That the Allottee shall abide by and observe at all times the regulations framed by the Promoter and/or the Owners and/or the Association, as the case may be, from time to time for peaceful use and enjoyment and maintenance and management of the said Apartment and/or the Project and shall also abide by the Applicable Laws;
4. That the Allottee shall pay to the Promoter or the Owners 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 Apartment and/or family members, guests or servants of the Allottee or such other occupiers of the Apartment;
5. That the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any Applicable Laws or change or alter or make additions to the Apartment and shall keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belongings thereto, in good and 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;
6. That the Allottee shall carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Owners to the Allottee and shall not do or suffer to be done anything in or to the Building or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
7. That the Allottee shall not put any sign-board /name-plate, neon light, publicity material or advertisement material etc. on the face /facade of the Building or anywhere on the exterior of the Project, the buildings therein or Common Areas;
8. That the Allottee shall not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design;
9. That the Allottee shall not store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or store such goods which are objected to by the concerned local or other authority and shall take care while carrying heavy packages, which may damage or likely to damage the staircases, common passages or any other structure of the Building, including entrances of the Building and in case any damage is caused to the Building or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach;
10. That the Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment;
11. That the Allottee shall not demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor make any alteration in the elevation of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, parrdis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Owners and/or the Association;
12. That the Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Said Land and the Building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
13. That the Allottee shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Said Land and the building in which the Apartment is situated, other than in the area earmarked for the such purpose;
14. That the Allottee shall pay to the Owners, as the case may be, within 15 (fifteen) days of demand by the Owners, his share of security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the Building in which the Apartment is situated;

15. That the Allottee shall bear and pay increases in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authority and/or insurance company, on account of change of user of the Apartment by the Allottee to any purposes other than for purpose for which it is sold;
16. 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 Owners and other Co-Buyers and/or Co-Occupiers of the Project;
17. That the Allottee shall carry out any repair or interior or any other works in the Apartment only between reasonable hours so as not to cause any annoyance, nuisance and/or disturbance to the other Co-Buyers and/or Co-Occupiers of the Project;
18. That the Allottee shall draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Owners 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 tower(s) save and except in the manner indicated by the Promoter or the Owners or the Association, as the case may be;
19. That if the Allottee lets out or sells the Apartment, the Allottee shall immediately notify the Promoter and the Owners or the Association, as the case may be, of the tenant's/transferee's details, including address and telephone number;
20. That the Allottee shall not sub-divide the Apartment and/or any part or portion thereof;
21. That the Allottee shall not close or permit the closing of verandahs or lounges or balconies or lobbies and common parts or portions;
22. That the Allottee shall not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Apartment;
23. That the Allottee shall not install grills, the design of which has not been suggested and/or approved by the Promoter or the Owners 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;
24. That the Allottee shall not build, erect or put upon the Common Areas any item of any nature whatsoever;
25. 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;
26. That the Allottee shall not use the Apartment or permit the same to be used for any purpose save and except exclusively for residential purpose and use or permit the same to be used for any purpose which may cause or is likely to cause nuisance or annoyance or cause damage or inconvenience to any Co-Buyers and/or Co-Occupiers of the Project;
27. That the Allottee shall not use the Apartment for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;
28. That the Allottee shall not make or permit any disturbing noises in the Apartment by the Allottee himself, his family, his invitees or servants, or do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the other Co-Buyers and/or Co-Occupiers of the Project;
29. That the Allottee shall not keep in the garage, if any, anything other than cars or two-wheeler or use the said garage or parking space for any purpose other than parking of cars or two wheelers or raise any kucha or pacca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;
30. 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;
31. That the Allottee shall not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Building in any manner whatsoever;
32. That the Allottee shall not misuse or permit to be misused the water supply to the Apartment;
33. That the Allottee shall not change/alter/modify the name of the Building and the Project from that mentioned in this Agreement;
34. That the Allottee shall not use the name/mark of the Promoter or the Owners in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Apartment and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter or the Owners and shall further be liable for prosecution for use of such mark of the Promoter or the Owners;

35. That the Allottee shall not carry on or cause to be carried on any obnoxious or injurious activity in or through the Apartment, the garage or parking space, if any, and the Common Areas;
36. That the Allottee shall not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances;
37. That the Allottee shall not install or keep or run any generator in the Apartment and the garage, if any;
38. That the Allottee shall not smoke in public places inside the Project which is strictly prohibited and the Allottee and his/her/its guests are expected not to throw empty cigarette cartons, cigarette butts and matchboxes in the open and dispose them off in the pre-positioned dustbins after ensuring that the fire is fully smothered/extinguished;
39. That the Allottee shall not throw or allow to be thrown litter on the grass planted within the Project;
40. That the Allottee shall not overload the passenger lifts and shall move goods only through the staircase of the Building;
41. That the Allottee shall not use the elevators in case of fire;
42. That the Allottee agrees and acknowledges that the Promoter and the Owners and the Association shall be entitled to put up any neon sign, hoardings and other display materials on any part or portion of the Common Areas;
43. That the Allottee shall not fix or install any antenna on the roof or terrace of the Building or fix any window antenna, save and except at the spaces specifically earmarked for such purpose by the Promoter and/or the Owners and/or the Association, as the case may be;
44. That the Allottee shall not put any clothes in or upon the windows, balconies and other portions which may be exposed in a manner or be visible to outsiders;
45. That the Allottee shall remain fully responsible for any domestic help or drivers employed by the Allottee and any pets kept by the Allottee;

**SIXTH SCHEDULE**

**PAYMENT PLAN**

**PART I**

The Total Price agreed to be paid by the Purchaser is **Rs.**\_\_\_\_\_ /- (**Rupees** \_\_\_\_\_) (hereinafter referred to as the TOTAL PRICE) and to be paid in the manner following:

<b>Milestone</b>	<b>Amount</b>
On Application (booking amount)	Rs. _____
On Agreement (Less: booking amount)	10% (Less Rs. _____) + 50% of legal charges
On Completion of Piling	15% of Total Price
On Completion of First Floor Roof Casting	10% of Total Price
On Completion of Sixth Floor Roof Casting	10% of Total Price
On Completion of Twelfth Floor Roof Casting	10% of Total Price
On Completion of Eighteenth Floor Roof Casting	10% of Total Price
On Completion of Ultimate Roof	10% of Total Price
On Completion of Brick work of the Entire Building	10% of Total Price
On Completion of Exterior Plaster of the Entire Building	10% of Total Price
On Possession of the Apartment	5% of Total Price + 50% of legal charges
<b>Total Price</b>	

The aforesaid TOTAL PRICE based on each milestone shall be paid to the Owners in the proportion and as per the details mentioned herein below:

<b>Name of the Owner</b>	<b>Percentage of Payment</b>	<b>Mode of Payment</b>
ACCURATE REAL ESTATE PRIVATE LIMITED	[•]	Through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favour of [•] payable at [•]
SPLASH PROPERTIES PRIVATE LIMITED	[•]	Through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favour of [•] payable at [•]
ABUNDANT PROPERTIES LLP	[•]	Through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favour of [•] payable at [•]
SEED PROPERTIES PRIVATE LIMITED	[•]	Through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favour of [•] payable at [•]
KING PROPERTIES PRIVATE LIMITED	[•]	Through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favour of [•] payable at [•]

<b>Name of the Owner</b>	<b>Percentage of Payment</b>	<b>Mode of Payment</b>
MASON BUILDCON PRIVATE LIMITED	[•]	Through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favour of [•] payable at [•]
PANSY NIRMANS PRIVATE LIMITED	[•]	Through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favour of [•] payable at [•]
TECHSERVE TELE SERVICES PRIVATE LIMITED	[•]	Through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favour of [•] payable at [•]
DAMODAR ROPEWAYS & INFRA LTD	[•]	Through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favour of [•] payable at [•]

## PART II

### DEPOSITS & CHARGES

At or before taking over possession of the said Apartment the Purchasers shall be liable to keep in deposit with the Sellers various amounts as hereinafter appearing out of which certain amounts shall be held as and by way of Non Refundable Deposits and certain amounts are Adjustable Deposits

The other charges and deposits payable on or before possession: <b>Deposits &amp; Charges:</b> (vii) Maintenance In advance (1 year) (viii) Legal Charges (ix) Formation of Association and Builders' Service Charges (x) Electricity Deposit (xi) Sinking Fund (xii) Municipal/Corporation Tax Deposit	<i>[Insert amounts]</i>
<b>Grand Total</b>	<i>[Insert grand total]</i>

In the event of any part or portion of the said Adjustable Deposits being adjusted and/or appropriated because of any default on the part of the Purchaser, the Purchaser shall be liable and agrees to replenish the amount with the intent and object that it shall be the obligation of the Purchasers to secure the amount payable on account of the Adjustable Deposits.

The aforesaid deposits would be paid by the Purchasers to the Seller who after adjustment and appropriation of the amounts shall make over the balance amount to the Holding Organization upon its formation.

**THE SEVENTH SCHEDULE BOVE REFERRED TO**

**SPECIFICATIONS**

**PART A**

**(SPECIFICATIONS AMENITIES AND FACILITES FOR THE FLAT)**

<b>Doors :</b>	Main Doors - Wooden Decorative With Lock & Night Latch
	Solid Core Flush Door with High Polish.
	Frame - Wooden
	Hardware Fittings - Brass & Stainless Steel
<b>Windows :</b>	Fully Gazed Aluminium Anodized Sliding
<b>Railing :</b>	Glass Railing in Balcony
<b>Master Bed Room - Flooring :</b>	Imported Marbles.
<b>Master Bed Room - Wall Finish :</b>	Plaster of Paris Finish
<b>Other Bed Rooms - Flooring :</b>	Laminated Wooden Flooring.
<b>Other Bed Rooms - Wall Finish :</b>	Plaster of Paris Finish
<b>Living &amp; Dining Rooms - Flooring :</b>	Imported Marbles.
<b>Living &amp; Dining Rooms - Wall Finish :</b>	Plaster of Paris Finish
<b>Kitchen - Flooring :</b>	Antiskid Vitrified Tiles
<b>Kitchenette - Wall Finish :</b>	Rectified Tiles Dado upto Full Height.
<b>Kitchen Counter :</b>	Granite Finish
<b>Kitchen Sink :</b>	Stainless Steel Sink
<b>Bathroom Flooring :</b>	Antiskid Vitrified Tiles
<b>Bathroom Wall Finish :</b>	Rectified Tiles Dado upto Full Height
<b>Sanitary Fittings :</b>	Western Style Sanitary Fittings & CP Fittings
<b>Electrical :</b>	Modular Switches.
<b>CCTV</b>	<b>CCTV</b> Monitoring Round The Clock.
<b>Intercom</b>	Intercom Connection to the Security Room to each Flat.

**PART B**

**(SPECIFICATIONS AMENITIES AND FACILITES FOR THE PROJECT)**

<b>Foundation :</b>	RCC Cast In-situ Bored Piling Work.
<b>Structure :</b>	RCC Framed Structure.
<b>Stair :</b>	Kota Stone
	Total Three Nos. - (Two Passenger Lifts & One Stretcher).
	Blend Of Waterproof Acrylic Based Paint & Other Decorative Finish
<b>Sanitary Fittings :</b>	Western Style Sanitary Fittings & CP Fittings
<b>Electrical :</b>	Modular Switches.
<b>Drinking Water</b>	Drinking Water will be provided by The Kolkata Municipal Corporation.
<b>Fire &amp; Safety</b>	Fire Detection & Protection System as per WBFES recommendation.
<b>Emergency Evacuation Services</b>	Alternate Stair & Fire Refuse Platform as per KMC & WBFES rules & norms.
<b>Renewable Energy</b>	Renewable Energy by providing <b>Solar PV Plant</b> at Roof as per requirement of KMC
<b>Community Hall</b>	Air Conditioned Community Hall.
<b>Swimming Pool</b>	Swimming Pool with Deck AT 1st Floor Level.
<b>Gymnasium</b>	Air Conditioned Gym.
<b>Games Room</b>	Double Height Indoor Games Room.
<b>Provision - DG Set</b>	24 X 7 Power Back Up In Common Areas, 10 KVA for each 3BHK Flat & 12 KVA for each 4BHK Flat.
<b>Staff Toilets</b>	Toilets For Staff Use At Ground Floor.
<b>Television Connection</b>	All Bed Rooms & Living Rooms.

**IN WITNESS WHEREOF** the parties have hereunto set and subscribed their respective hands and seals the day month and year first above written

**SIGNED AND DELIVERED BY THE DEVELOPER**

At Kolkata in the presence of

**SIGNED AND DELIVERED BY THE OWNERS**

At Kolkata in the presence of

**SIGNED AND DELIVERED BY THE PURCHASER**

At Kolkata in the presence of

**MEMO OF CONSIDERATION**

Received Rupees [●] (Rupees [●]) towards part of the Total Price for the sale of the Apartment as per the terms of this Agreement.

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**OWNERS**