

AGREEMENT FOR SALE

This Agreement for Sale (**Agreement**) executed on this _____ day of _____, 2019

By and Between

(1) DAMODAR ROPEWAYS & INFRA LIMITED, (formerly known as Indian Ropeways & Engineering Company Limited) (PAN No. AAACI5764L and CIN No. U51397WB1981PLC034211) a Company within the meaning of the Companies Act, 2013 having its registered office at No. 1/A, Vansittart Row, Police Station Hare Street, Kolkata 700 001, **(2) ACCURATE REAL ESTATES PRIVATE LIMITED**, (PAN No. AAGCA2100E and CIN No. U45200WB2007PTC113875) a Company within the meaning of the Companies Act, 2013 having its registered office at No. 45, Vivekanand Road, Police Station Girish Park, Kolkata 700 007, **(3) SPLASH PROPERTIES PRIVATE LIMITED**, (PAN No. AAKCS6833J and CIN No. U45200WB2007PTC113965) a Company within the meaning of the Companies Act, 2013 having its registered office at No. 2, Rowland Road, Police Station Ballygunge, Kolkata 700 020, **(4) ABUNDANT PROPERTIES LLP**, (PAN No. ABLFA1479M and LLP Identification No. AAL-9869) (formerly known as Abundant Properties Private Limited) a Limited Liability Partnership under the Limited Liability Partnership Act, 2008 having its registered office at No. 6/2, Moira Street, Police Station Shakespeare Sarani, Kolkata 700 017, **(5) SEED PROPERTIES PRIVATE LIMITED**, (PAN No. AAKCS6832K and CIN No. U45200WB2007PTC113870) a Company within the meaning of the Companies Act, 2013 having its registered office situated at No. 1/A, Vansittart Row, Police Station Hare Street, Kolkata 700 001, **(6) KING PROPERTIES PRIVATE LIMITED**, (PAN No. AADCK0301J and CIN No. U45200WB2007PTC114036) a Company within the meaning of the Companies Act, 2013 having its registered office at No. 6A, Tiljola Road, Police Station Tiljola, Kolkata 700 046, **(7) MASON BUILDCON PRIVATE LIMITED**, (PAN No. AAFCM0418E and CIN No. U45200WB2007PTC112344) a Company within the meaning of the Companies Act, 2013 having its registered office at No. 19A, Sarat Bose Road, Police Station Bhowanipore, Kolkata 700 020, **(8) PANSY NIRMANS PRIVATE LIMITED**, (PAN No. AAACP2311F and CIN No. U45200WB2007PTC112493) a Company within the meaning of the Companies Act, 2013 having its registered office at No. 19A, Sarat Bose Road, Police Station Bhowanipore, Kolkata 700 020 and **(9) TECHSERV TELE SERVICES PRIVATE LIMITED**, (PAN No. AABCT9746L and CIN No. U64203WB2004PTC097590) a Company within the meaning of the Companies Act, 2013 having its registered office at No. 4, Kali Krishna Tagore Street, Police Station Jora Bagan, Kolkata 700 007; all represented by their Constituted Attorney

_____ (PAN No. _____) son of _____ residing at _____ vide Power of Attorney dated _____; hereinafter collectively referred to as **"the Owners"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective successors-in-interest and assigns) of the First Part

AND

SALARPURIA SIGNUM COMPLEX LLP, (PAN No. ACFFS8401G and LLP Identification No. AAB-1566) a Limited Liability Partnership, under the Limited Liability Partnership Act, 2008 having its registered office at No. 7, Chittaranjan Avenue, Police Station 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 vide resolution dated _____; hereinafter referred to as **"the Promoter"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns) of the Second Part

The term **"Vendors"** shall mean jointly the Owners and the Promoter and where the context so permits it shall refer to only such of them as is concerned with the relevant matter/issue.

AND

[If the Allottee is a company]

_____, (CIN No. _____) a company within the meaning of the Companies Act, 2013, having its registered office at _____ (PAN _____), represented by its authorized signatory, (Aadhaar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as **"the Allottee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assigns) of the Third Part

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____ (PAN _____), represented by its authorized partner _____ (Aadhaar No. _____) duly authorized vide 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, and their respective heirs, executors, administrators, successors, legal representatives and/or permitted assigns) of the Third Part

[OR]

[If the Allottee is an Individual]

Mr./Ms. _____ (Aadhaar no. _____) son/daughter/wife of _____, aged about _____ residing at _____ (PAN _____) hereinafter called **"the Allottee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors, legal representatives and permitted assigns) of the Third Part

[OR]

[If the Allottee is a HUF]

_____ HUF, a Hindu Undivided Family represented by its Karta Mr. _____ (Aadhaar no. _____) son of _____ aged about _____, having its place of business / residence at _____ (PAN _____), hereinafter referred to as "**the Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the co-parceners and members for the time being of the said HUF, and their respective heirs, executors, administrators, successors and permitted assigns) of the Third Part

The Vendors and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party"

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

- (a) "**Act**" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act. XLI of 2017);
- (b) "**Rules**" means the West Bengal Housing Industry Regulations Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (c) "**Regulations**" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- (d) "**Section**" means a section of the Act.
- (e) Words defined in **Schedule F** shall have the meaning mentioned therein.

WHEREAS

- A.** The Owners are jointly the absolute and lawful owners of the said Freehold Land described in **Part I** of **Schedule H**. The Owners are the lawful lessees of the said Leasehold Land described in **Part II** of the **Schedule H** for a period of 99 years commencing from 13th March, 1999 together with an option to renew the same for two further periods of 99 years each. The said Freehold Land and the said Leasehold Land are hereinafter collectively referred to as "the said Land/Premises". The devolution of title in favour of the Owners in respect of the said Land is mentioned in **Schedule I** hereto. Notwithstanding anything to the contrary contained elsewhere in this Agreement or otherwise it is hereby expressly made clear that the Owners right, title and/or interest in respect of the said Land/Premises comprises of ownership title in respect of the said Freehold Land and leasehold right and interest in respect of the said Leasehold Land and all references in this Agreement to the terms "Owners" and/or their "title" and/or "transfer" and/or "sale" and/or "purchase" and/or "Undivided Share" and/or "said Undivided Share" including all grammatical variations thereof shall mean and refer to sale / purchase of undivided proportionate impartible indivisible variable ownership share or interest in respect of the said Freehold Land attributable to the said Apartment and assignment/transfer of undivided proportionate impartible indivisible variable leasehold right or interest in respect of the said Leasehold Land attributable to the said Apartment subject to the terms, conditions, covenants, stipulations and restrictions governing the same including those contained in the Deed of Lease dated 16th May, 2011 (described in Clause (t) of **Schedule I** hereto) and the terms "Owners" and/or their "title" and/or "transfer" and/or "sale" and/or "purchase" and/or "Undivided Share" and/or "said Undivided Share" including all grammatical variations thereof shall be read, interpreted and understood accordingly.
- B.** The Owners have entered into the Development Agreement dated 26th December, 2013 registered at the office of the Additional District Sub-Registrar, Alipore in Book No. I, CD Volume No. 41, Pages 1900 to 1951, Being No. 10142 for the year 2013 with the Promoter for the development of the said Land. In terms of the

Development Agreement, the Owners are entitled to 62.5 (sixty two point five) per cent of the total constructed area to comprise in various flats, units, apartments, constructed spaces, car parking spaces including any open spaces and terrace area forming an integral part of any flat and together with the undivided proportionate share in all common parts, portions, areas, facilities and amenities and car parking spaces comprised in the housing complex and together with the undivided proportionate share in the land underneath the building appurtenant thereto (hereinafter collectively referred to as "**the Owners Area**") and the Promoter is entitled to 37.5 (thirty seven point five) per cent of the total constructed area to comprise in various flats, units, apartments, constructed spaces, car parking spaces including any open spaces and terrace area forming an integral part of any flat and together with the undivided proportionate share in all common parts, portions, areas, facilities and amenities and car parking spaces comprised in the housing complex and together with the undivided proportionate share in the land underneath the building appurtenant thereto (hereinafter collectively referred to as "**the Promoter's Area**").

- C. Pursuant to the Development Agreement, the Owners have granted a Power of Attorney dated 26th December, 2013 registered at the office of the Additional District Sub-Registrar, Alipore in Book No. I, CD Volume No. 41, Pages 1507 to 1523, Being No. 10143 for the year 2013 in favour of Apurva Salarpuria and Raj Kumar Jalan (hereinafter referred to as "**the Power of Attorney**").
- D. The said Land is earmarked for the purpose of building a residential multi-storied building subject to the condition that no permanent structures can be constructed on the said Leasehold Land but the available FAR in respect of the said Leasehold Land can be consumed for making construction on the said Freehold Land. The Owners Area has been named "**Victoria Vista**" and the Promoter's Area has been named "**Victoria Vistas**".
- E. Under the Development Agreement, it was agreed that undivided proportionate share in the land underneath the Building would be transferred in favour of the Apartment Owners. Upon the coming into effect of the Act, the Owners are contemplating to transfer in favour of the Apartment Owners undivided proportionate impartible indivisible variable share or interest in the said Land comprising of undivided proportionate impartible indivisible variable ownership share or interest in respect of the said Freehold Land and undivided proportionate impartible indivisible variable leasehold right or interest in respect of the said Leasehold Land attributable to the said Apartment subject to the terms, conditions, covenants, stipulations and restrictions governing the same including those contained in the Deed of Lease dated 16th May, 2011 (described in Clause (t) of **Schedule I** hereto).
- F. The Vendors are fully competent to enter into this Agreement.
- G. The Kolkata Municipal Corporation has sanctioned the Plans to develop the Project vide Building Permit No. 2016090056 dated 9th February, 2017.
- H. The Promoter has obtained the sanctioned Plans for the Project 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 laws as applicable.
- I. In terms of the Development Agreement and the Power of Attorney and the building plan sanctioned by the Kolkata Municipal Corporation, the Promoter has commenced construction of the Building on the said Land.
- J. By and under an Allocation Agreement dated 2nd May, 2017 made between the Owners and the Promoter, the Owners' Area and the Promoter's Area have been identified and allocated. The Promoter's Area has already been registered by the Promoter under the West Bengal Housing Industry Regulation Act, 2017 with the West Bengal Housing Industry Regulatory Authority at Kolkata on 27th September, 2018 under Registration No. HIRA/P/KOL/2018/000025.

- K.** The Owners' Area has been registered by the Owners under the West Bengal Housing Industry Regulation Act, 2017 with the West Bengal Housing Industry Regulatory Authority at Kolkata on _____ under registration no. _____. The Owners' Area is morefully described in **Schedule M** hereto.
- L.** The Allottee had applied for an apartment in the Project and has been allotted on the General Terms and Conditions agreed between the parties All That the said Apartment Unit described in **Schedule A** and the floor plan of the said Apartment is annexed hereto and marked as **Schedule B**.
- M.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- N.** The Allottee has independently examined and verified or caused to be examined and verified and is fully aware of and thoroughly satisfied about the following:
- (i) The ownership and freehold title of the Owners in respect of the said Freehold Land and the documents relating thereto;
 - (ii) The leasehold title of the Owners in respect of the said Leasehold Land and the documents relating thereto including the Deed of Lease dated 16th May, 2011 and the terms, conditions, covenants, stipulations and restrictions contained therein which shall be binding on the Allottee;
 - (iii) The Plans sanctioned by the Corporation including the layout plan and the necessary approvals and permissions;
 - (iv) The right, title, interest and entitlement of the Promoter as the developer in respect of the Premises;
 - (v) The floor plan, Carpet Area, Built-up Area, Super Built-up Area and other dimensions and specifications of the said Apartment;
 - (vi) The workmanship and materials being used in the construction of the Project;
 - (vii) The amenities, facilities and Common Areas of the Project; and
 - (viii) The terms, conditions, covenants, stipulations, restrictions, reservations and obligations subject to which this Agreement is being executed with regard to the said Apartment.
- O.** The Allottee agrees, represents, undertakes and covenants not to raise henceforth any objection or demand and/or claim for compensation and/or damage in respect thereof or make any requisition regarding the above in any manner or on any ground whatsoever or howsoever and also waives the right, if any, to do so.
- P.** 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.
- Q.** 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.
- R.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendors hereby agree to sell and the Allottee hereby agrees to purchase the said Apartment Unit described in **Schedule A**.

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

1. TERMS:
 - 1.1 Subject to the terms and conditions as detailed in this Agreement, the Vendors agree to sell to the Allottee and the Allottee hereby agrees to purchase, the said Apartment Unit described in **Schedule A**.

- 1.2 The Total Price/Agreed Consideration for the said Apartment Unit based on the carpet area thereof is **Rs. _____/-** (Rupees _____ only) ("**Total Price/Agreed Consideration**") as per details mentioned in **Schedule C**.

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee towards the said Apartment.
- (ii) The Total Price above excludes Taxes (consisting of tax paid or payable by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project, by whatever name called) up to the date of handing over the possession of the said Apartment to the Allottee and/or the Project to the Association of Apartment Owners after obtaining the completion certificate;
- Provided that all the applicable taxes shall be payable by the Allottee to the Owners;
- (iii) The Owners shall periodically intimate in writing to the Allottee the amount of the instalments of the Total Price payable as stated in (i) above and the Allottee shall make the payment demanded within the time and in the manner specified therein. In addition, the Owners shall provide on written request to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv) The Total Price of the said Apartment includes the proportionate share in the said Land and Common Areas as mentioned in this Agreement.
- 1.3 The Total Price is escalation free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time and/or increases as may be otherwise agreed. The Owners undertake and agree that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Owners shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4 The Allottee(s) shall make the payment of the Total Price as per the payment plan set out in **Schedule 'C' ("Payment Plan")** to the Owners.
- 1.5 The Owners may allow, in their sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ % 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 an Allottee by the Owners.
- 1.6 It is agreed that the Owners/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 Schedule 'D' and Schedule 'E' in respect of the said Apartment, without the previous written consent of the Allottee as per the provisions of the Act and the Owners/Promoter may charge, additional amounts for such modifications as may be agreed with the Allottee:

Provided that the Owners/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 it being expressly agreed and understood that the Owners/Promoter shall be entitled to carry out any additions and/or alterations in the Plans so long the same does not affect the said Apartment intended to be purchased by the Allottee and the Allottee hereby consents to the same and waives his right of giving any further consent.

1.7 The Promoter/Owners shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the Occupancy/Completion Certificate is granted by the Corporation, 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/Owners. If there is reduction in the carpet area then the Owners shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, allotted to Allottee, the Owners shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule 'C'**. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.

1.8 Subject to the Allottee not committing any default in terms of this Agreement including under Clause 9.3, the Vendors agree and acknowledge that the Allottee shall have the right to the said Apartment Unit as mentioned below:

- (i) The Allottee shall have exclusive ownership of the said Apartment and the right to use the said Parking Space described in Schedule A.
- (ii) The Allottee shall also have undivided proportionate impartible indivisible variable share in the Common Areas and the said Land. Since the share or 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 Apartment Owners, occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them and subject to making timely payment of the maintenance charges/CAM Charges, corporation taxes and other liabilities. It is clarified that the Promoter shall hand over the Common Areas to the Association of Apartment Owners after the Completion/ Occupancy Certificate is issued by the Corporation as provided in the Act;
- (iii) That the computation of the price of the said Apartment includes recovery of price of land and construction of not only the said Apartment but also the Common Areas and includes cost for providing all facilities, amenities and specifications to be provided within the said Apartment and the Project as mentioned in **Schedules D & E**. The Allottee has also agreed to make timely payment of the Deposits and Charges mentioned in **Schedule G** to the Owners. The Deposits and Charges are an integral part of the transaction and non-payment/delayed payments thereof to the Owners shall also result in default on the part of the Allottee and the consequences mentioned in Clause 9.3 shall follow.
- (iv) The Allottee shall be entitled to visit the Project site to assess the extent of development of the Project and the said Apartment.

- 1.9 It is made clear by the Vendors and the Allottee agrees that the said Apartment Unit shall be treated as a single indivisible unit for all purposes. It is 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 previous project in its vicinity or otherwise. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of all the present and future Allottees of the Project.
- 1.10 The Promoter/Owners agree(s) to pay all outgoing relating to the said Apartment Unit before transferring the physical possession of the said Apartment to the Allottee, which they have collected from the Allottee, for the payment of outgoing (including proportionate land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges/CAM Charges, repayment of mortgage loan taken by the Promoter and interest on such mortgages or other encumbrances on the said Apartment Unit and such other proportionate liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter/ Owner(s) fail(s) to pay all or any of the outgoing collected by them from the Allottee or any liability, mortgage loan and interest thereon before transferring the said Apartment Unit to the Allottee, then the Promoter/Owners agree(s) to be liable, even after the transfer of the said Apartment Unit, 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.
- 1.11 The Allottee has paid a total sum of **Rs. _____/- (Rupees _____ only)** excluding GST as booking amount being part payment towards the Total Price of the said Apartment Unit at the time of application and/or thereafter, the receipt of which the Owners hereby acknowledge and the Allottee hereby agrees to pay the remaining price of the said Apartment Unit as prescribed in the Payment Plan mentioned in **Schedule 'C'** whether demanded by the Owners or not, within the time and in the manner specified therein;
 Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules at the relevant time, which at present is State Bank of India Prime Lending Rate plus 2 per cent per annum.

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones subject to Force Majeure and reasons beyond control, the Allottee shall make all payments, whether demanded by the Owners or not, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/banker's cheque payable at Kolkata or online payment (as applicable) in favour of the Owners.

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

- 3.1 The Allottee, if resident outside India, shall intimate the same in writing to the Owners and be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/ modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition /sale/transfer of immovable properties in India etc. and provide the Owners

with necessary declarations, documents, permissions, approvals, etc. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law and in any event in Indian Rupees only. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Vendors accept no responsibility in regard to matters specified in Clause 3.1 above. Under no circumstances shall the Vendors be liable or responsible for any delay, default, non-compliance or violation by the Allottee. The Allottee shall keep the Vendors 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 Owners immediately and comply with necessary formalities if any under the applicable laws. The Owners shall not be responsible towards any third party making payment remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Apartment Unit applied for herein in any way and the Owners shall issue the payment receipts in favour of the Allottee only.

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

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

5. **TIME IS ESSENCE:**

The Promoter shall take steps to abide by the time schedule for completing the Project as disclosed at the time of registration of the Owners' Area with the Authority and towards handing over the said Apartment Unit to the Allottee and the Common Areas to the Association of Apartment Owners. Similarly, the Allottee shall make timely payments of the instalments and other dues payable by him to the Owners and comply with the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule "C"**.

6. **CONSTRUCTION OF THE PROJECT/APARTMENT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the said Apartment and accepted the floor plan which has been approved by the Corporation, the Total Price & Payment Plan mentioned in **Schedule C** and the Deposits and Charges mentioned in **Schedule G** and the specifications, the Common Areas, amenities and facilities mentioned in **Schedules D & E**. The Promoter shall develop the said Apartment in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms of this Agreement, the Promoter undertakes to strictly abide by such plans approved by the Corporation and shall also strictly abide by the bye-laws, FAR and provisions prescribed by the Corporation 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 this Agreement, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE SAID APARTMENT:

7.1 Schedule for possession of the said Apartment:-

The Vendors agree and understand that timely delivery of possession of the said Apartment to the Allottee is the essence of the Agreement subject to full payment and compliance by the Allottee under this Agreement including as mentioned in Clause 7.1A below. The Promoter assures to hand over the said Apartment unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure") or due to reasons beyond control. If, however, the completion of the Project is delayed due to Force Majeure conditions or due to reasons beyond control, then the Allottee agrees that the Vendors shall be entitled to the extension of time for delivery of possession of the said Apartment Provided that such Force Majeure conditions or reasons 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 Vendors to implement the Project due to Force Majeure conditions, then this allotment shall be terminated and the Owners shall refund to the Allottee the entire amount received by the Owners from the Allottee within 45 days from that date or within such further time as may be agreed between the parties. The Owners shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. whatsoever against the Vendors and that the Vendors shall be released and discharged from all their obligations and liabilities under this Agreement and no other amount whatsoever shall be payable by the Vendors.

7.1A The obligation of any of the Vendors under Clause 7.1 above shall arise subject to the Allottee having made timely payment of the full amounts of the Total Price mentioned in **Schedule C** as per the Payment Plan mentioned therein as also the timely payment of all the Deposits and Charges mentioned in **Schedule G** prior to the scheduled date of delivery of possession and subject to the Allottee complying with all his obligations under this Agreement and/or otherwise under the law and not committing any breach, default or violation.

7.2 **Procedure for taking Possession-** The Promoter/Owners, upon issue of the Partial or Full Occupancy/Completion Certificate by the Corporation, shall offer in writing ("**Notice for Possession**") the possession of the said Apartment to the Allottee in terms of this Agreement to be taken by the Allottee within two months from the date of issue of occupancy/completion certificate subject to due compliance of Clause 7.1A by the Allottee and subsequently the Deed of Conveyance in favour of the Allottee shall be executed by the Vendors and the Allottee within 3 months from the date of issue of Occupancy/Completion Certificate. The Allottee, after issue of notice for taking possession, agrees to pay the maintenance charges/CAM Charges as determined by the Promoter/Owners/Association of Apartment Owners, as the case may be, corporation taxes and other outgoings in respect of the said Apartment Unit from the date of issuance of the Completion Certificate. The Promoter shall hand over the

occupancy/completion certificate of the said Apartment to the Allottee at the time of execution of the Deed of Conveyance of the same.

- 7.3 **Failure of Allottee to take Possession of the said Apartment-**
 Upon receiving a written intimation from the Promoter/Owners as per Clause 7.2, the Allottee shall make full payment of all dues to the Owners and comply with all his obligations as mentioned in Clause 7.1A and thereafter take possession of the said Apartment from the Promoter/Owners by executing necessary indemnities, undertakings and other documentation prepared by the Owners through the Advocates including those prescribed in this Agreement and the Promoter/Owners shall give possession of the said Apartment Unit to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2, such Allottee shall continue to be liable to make all payments and comply with all obligations as mentioned in Clause 7.1A and shall also be liable to pay maintenance charges/CAM Charges, corporation taxes and other outgoings as specified in Clause 7.2.
- 7.4 **Possession by Allottee-** After obtaining the Occupancy/Completion Certificate and handing over physical possession of the Apartment Units to all the Allottees, it shall be responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the Association of Apartment Owners as per the local laws.
- 7.5 **Cancellation by Allottee-** The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act subject to the Allottee having complied with all his obligations under this Agreement till that time including making timely payment of all amounts payable under this Agreement till that time and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law; Provided that where the Allottee proposes to cancel/withdraw from the Project without any default of the Promoter/Owners under this Agreement, the Owners herein are entitled to forfeit the booking amount paid for the allotment. The balance amount of money, if any, paid by the Allottee to the Owners towards the Total Price shall only be returned by the Owners to the Allottee within 45 days of such cancellation or within such further time as may be agreed between the parties. The fees and expenses relating to this Agreement for Sale including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, etc. shall not be refundable. The Owners shall not have any other liability or obligation whatsoever and shall be entitled to deal with, dispose of and/or transfer the said Apartment Unit to anyone else without any reference to the Allottee after the date of termination.
- 7.6 **Compensation.-** The Owners shall compensate the Allottee in case of any loss caused to him due to defective title of the said Land that is known to the Owners but has not been disclosed to the Allottee or which the Allottee could not have found out in spite of due diligence and care, in the manner as provided under the Act subject to the Allottee not having committed default or violation or breach or non-compliance of any of the terms and conditions of this Agreement and subject to the Allottee having made timely payments of all amounts under this Agreement and/or otherwise required under law, and the claim for interest and compensation under this provision

shall not be barred by limitation provided under any law for the time being in force. It is further made clear that under no circumstances shall the Owners be liable for any defective title not created by the Owners and/or any defect that existed prior to the purchase of the said Land.

Except for occurrence of a Force Majeure event or reasons beyond control, if the Promoter/Owners fail(s) to complete or are unable to give possession of the said Apartment (i) in accordance with the terms of this Agreement by the date specified in Clause 7.1; or (ii) due to discontinuance of the Promoter's business on account of suspension or revocation of the registration under the Act, or for any other reason attributable to the Promoter/Owners, the Promoter/Owners shall be liable on written demand to the Allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by them towards the Total Price of the said Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due or within such further time as may be agreed between the parties subject to the Allottee not having committed default or violation or breach or non-compliance of any of the terms and conditions of this Agreement and subject to the Allottee having made timely payments of all amounts under this Agreement and/or otherwise required under law. If however the Allottee does not withdraw from the Project within 45 days of the date specified in Clause 7.1, then it shall be deemed that the Allottee has voluntarily opted not to withdraw from the Project and the option of withdrawal shall not be applicable and/or shall cease to be valid or have effect;

Provided that where the Allottee does not withdraw from the Project, the Allottee may claim from the Promoter interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the said Apartment which shall be paid by the Promoter to the Allottee within forty five days of it becoming due;

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

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

- (i) The Owners have marketable title with respect to the said Land. The devolution of title of the Owners in respect of the said Land is mentioned in **Schedule-I** hereto. Notwithstanding anything to the contrary contained elsewhere in this Agreement or otherwise it is hereby expressly made clear that the Owners right, title and/or interest in respect of the said Land/Premises comprises of ownership title in respect of the said Freehold Land and leasehold right and interest in respect of the said Leasehold Land and all references in this Agreement to the terms "Owners" and/or their "title" and/or "transfer" and/or "sale" and/or "purchase" and/or "Undivided Share" and/or "said Undivided Share" including all grammatical variations thereof shall mean and refer to sale / purchase of undivided proportionate impartible indivisible variable ownership share or interest in respect of the said Freehold Land attributable to the said Apartment and assignment/transfer of undivided proportionate impartible indivisible variable leasehold right or interest in respect of the said Leasehold Land attributable to the said Apartment subject to the terms, conditions, covenants, stipulations and restrictions governing the same including those contained in the Deed of Lease dated 16th May, 2011 (described in Clause

- (t) of **Schedule I** hereto) and the terms "Owners" and/or their "title" and/or "transfer" and/or "sale" and/or "purchase" and/or "Undivided Share" and/or "said Undivided Share" including all grammatical variations thereof shall be read, interpreted and understood accordingly.
- (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 created by the Vendors;
 - (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the said Apartment;
 - (v) All approvals, licenses and permits issued by the Corporation with respect to the Project, said Land and the said Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Vendors have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, the said Land, the Building and the said Apartment and Common Areas;
 - (vi) The Vendors have the right to enter into this Agreement and have not committed or omitted to perform any act or thing whereby the right of the Allottee created herein, may prejudicially be affected;
 - (vii) The Vendors have not entered into any agreement for sale 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 Allottee under this Agreement;
 - (viii) The Vendors confirm that the Vendors are not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
 - (ix) At the time of execution of the conveyance the Owners/Promoter shall hand over lawful, vacant, peaceful, physical possession of the said Apartment to the Allottee and the Common Areas to the Association of Apartment Owners;
 - (x) The said Apartment is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Apartment;
 - (xi) The Vendors have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Premises to the Corporation till the Occupancy/Completion Certificate is issued;
 - (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Apartment) has been received by or served upon the Vendors in respect of the said Land and/or the Project.

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

- 9.1 Subject to the Force Majeure clauses and reasons beyond control, the Promoter shall be considered under a condition of Default, in the following events subject to the Allottee having complied with all his obligations under this Agreement including making timely payment of all amounts payable under this Agreement and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law:

- (i) Promoter fails to offer to provide ready to move in possession of the said Apartment to the Allottee within the time period specified in Schedule 'A' or fails to complete the project within the stipulated time disclosed at the time of registration of the Owners' Area with the Authority and/or extensions thereof. For the purpose of this Para 'ready to move in possession' shall mean that the said Apartment shall be in a habitable condition.
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following subject to the Allottee having complied with all his obligations under this Agreement including making timely payment of all amounts payable under this Agreement and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law:

- (i) Stop making further payments to Owners as demanded by the Owners. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest Provided That nothing contained herein shall in any manner affect the liability and obligation of the Promoter to make payment of interest and/or compensation and/or damages to the Owners under the Development Agreement and/or under applicable laws; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Owners shall be liable to refund the entire money paid by the Allottee towards the Total Price for purchase of the said Apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice or within such further time as may be agreed between the parties. The fees and expenses relating to the Agreement for Sale including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, etc. shall not be refundable. If, however the Allottee does not withdraw from the Project within 45 days of the date specified in Clause 7.1, then it shall be deemed that the Allottee has voluntarily opted not to withdraw from the Project and the option of withdrawal shall not be applicable and/or shall cease to be valid or have effect;

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the said Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due or within such further time as may be agreed between the parties.

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

- (i) In case the Allottee fails to make payments of the demands made by the Owners as per the Payment Plan under **Schedule C** hereto

and/or timely payment of the Deposits and Charges under **Schedule 'G'** hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Owners on the unpaid amount at the rate prescribed in the Rules;

- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Owners in this regard, the Owners may cancel the allotment /Agreement of the said Apartment in favour of the Allottee and refund the money paid to the Owners by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated and the Owners shall be free to deal with, dispose of and/or transfer the said Apartment Unit to anyone else without any reference to the Allottee whose rights and/or entitlements shall come to an end forthwith upon termination. The fees and expenses relating to the Agreement for Sale including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, etc. shall not be refundable.

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

10. CONVEYANCE OF THE SAID APARTMENT:

The Vendors, on receipt of Total Price of the said Apartment as per Clause 1.2 and Deposits and Charges mentioned in **Schedule G** and all other amounts or dues payable by the Allottee hereunder or in law in respect of the said Apartment Unit including Maintenance Charges/CAM Charges, electricity charges, corporation and other taxes and levies and other outgoings from the Allottee and due compliance by the Allottee of all his obligations under this Agreement or otherwise under law, shall execute a conveyance deed and convey the title of the said Apartment, the said Parking Space together with proportionate indivisible variable undivided impartible share in the Common Areas including the said Undivided Share within 3 months from the date of issuance of the Occupancy Certificate or the Completion Certificate, as the case may be, to the Allottee:

However, in case the Allottee fails to pay any amount including depositing the stamp duty and/or registration charges and/or incidental expenses within the period mentioned in the notice, the Allottee authorizes the Vendors to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges and incidental expenses to the Owners is made by the Allottee.

11. MAINTENANCE OF THE BUILDING/ APARTMENT/ PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the offer to the Association to take over of the maintenance of the Project upon the issuance of the Completion Certificate of the Project. The cost of such maintenance has not been included in the Total Price of the said Apartment and the same shall be paid by the Allottee as agreed with the Owners.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect in construction (excluding any purchased materials and/or items) is brought to the notice of the Promoter

within a period of 5 (five) years by the Allottee from the date of handing over possession, the Promoter shall take steps to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided However that the Promoter shall not be liable under any circumstances if any additions, alterations and/or modifications etc. have been made in the Building, Common Areas and/or any of the Apartment Units by the Apartment Owners including the Allottee herein and/or if there is any deviation found from the sanctioned Plans. It is further made clear that the structural defect, if any, must be certified by a licensed Architect that it is a defect made at the time of construction and is not due to wear and tear and/or due to weather elements and/or natural causes /calamities and/or due to any additions, alterations and/or modifications, etc. made by any of the Apartment Owners and/or occupants of the Building.

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.

13. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS :**

The Promoter/Maintenance Agency/Association of Apartment Owners shall have rights of unrestricted access to all Common Areas mentioned in **Schedule E** as also the garages/covered parking and Parking Spaces including the Mechanical Car Parking System for providing necessary maintenance and repair services and the Allottee agrees to permit the Association of Apartment Owners and/or Maintenance Agency to enter into the said Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to cause necessary repairs and maintenance and set right any defect.

14. **USAGE :**

Use of the Common Areas: The Common Areas as located within the Project, shall be ear-marked for purposes such as facilities and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, fire fighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, and the same shall be reserved for use by the Association of Apartment Owners formed for rendering maintenance services.

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

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

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

15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Apartment Owners and/or Maintenance Agency. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

15.4 The Allottee agrees, covenants and undertakes to observe and comply with the covenants and/or house rules mentioned in **Schedule J** and shall be liable and responsible for all losses and damages arising in case of default, violation and/or breach of any of them.

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

The Parties are entering into this Agreement for the allotment of the said Apartment with the full knowledge of all laws, rules and regulations, notifications, etc. applicable to the Project. The Allottee hereby undertakes that he shall comply with and carry out from time to time after he has taken over possession of the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent authority at his own costs.

17. **ADDITIONAL CONSTRUCTIONS**

The Promoter/Owners shall not put up additional structure(s) in the Project after the Completion Certificate is issued by the competent authority(ies), except as provided in the Act or under this Agreement.

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

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said 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 the said Apartment. However, the Allottee hereby irrevocably consents that the Vendors shall be entitled to take loans and/or financial assistance for the purpose of implementation and execution of the Project. For obtaining such loans and/or financial assistance from Banks/Financial Institutions/Housing Finance Companies or corporate bodies, the Owners shall be entitled to create charge and/or mortgage in respect of the Premises in favour of the Banks/Financial Institutions/Housing Finance Companies or corporate bodies granting such loans. However, on or before the execution of the Deed of Conveyance/ in respect of the said Apartment Unit, a release/no objection/ clearance shall be obtained. Similarly, the Allottee shall be entitled to take housing loans for the purpose of acquiring Apartments in the Project from banks, institutions and entities granting such loans provided that such loans are in accordance with and subject to this Agreement.

19. **APARTMENT OWNERSHIP ACT:**

The Vendors have assured the Allottees that the project in its entirety is planned in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972.

20. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Vendors does not create a binding obligation on the part of the Vendors or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned registration authority as and when intimated by the Vendors. If the Allottee(s) fails to execute and deliver to the Vendors this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or to pay the applicable stamp duty and registration fees and to appear before the concerned registration authority for its registration as and when intimated by the Vendors, then the Vendors 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, shall be treated as cancellation of this Agreement by the Allottee without any default of the Vendors and in such case the provision of Clause 7.5 regarding termination, forfeiture and refund shall be applicable. It is made clear that the Allottee shall not be entitled to any interest or compensation whatsoever.

21. **ENTIRE AGREEMENT:**

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

22. **RIGHT TO AMEND:**

The Agreement may only be amended through written consent of the Parties. Any document containing any amendment accepted by the parties shall be valid and binding irrespective of whether the same is registered or not. The parties understand the present registration procedure in West Bengal does not contain provision for registration of any amendment of a document and as such registration of any document containing any amendment is not likely to be possible.

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

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

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

24.1 The Owners may, at their sole option and discretion, without prejudice to their rights as set out in this Agreement, waive the breach by the Allottee in not making timely payments as per the Payment Plan (Schedule 'C') including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Owners in the case of one Allottee shall not be construed to be a precedent and/or binding on the Owners to exercise such discretion in the case of other Allottees. However, such waiver, if any, shall be deemed to be a temporary waiver only and in case of the Promoter/Owners being liable to pay any interest or compensation to the Allottee for any reason whatsoever under this Agreement and/or the Act and/or Rules thereunder, then the waiver shall stand revoked and the interest amount as per the Act and/or Rules payable by the Allottee shall be adjusted against the amount, if any, payable by the Promoter/Owners. The Allottee may also, at its sole option and discretion, without prejudice to his rights as set out in this Agreement, waive any breach or delay by the Promoter/Owners including waiving the delay in completion and/or handover of possession in terms of this Agreement and/or under the provisions of the Act and/or Rules thereunder.

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

25. **SEVERABILITY:**

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

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

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

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

27. **FURTHER ASSURANCES:**

All Parties agree that they shall execute, acknowledge and deliver to the other such deeds, documents and instruments and take such other actions and steps, in additions to the instruments and actions specifically provided for herein as may be reasonably required in order to effectuate the provisions of the 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.

28. **PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by or on behalf of the Vendors through their respective authorized signatory/constituted attorney at the Owner No. 1's Office, or at some other place, which may be mutually agreed between the Vendors and the Allottee in Kolkata after the Agreement is duly executed by the Allottee. After execution this Agreement shall be registered at the office of the Registrar, District Sub Registrar, Additional District Sub Registrar and/or any other authority having jurisdiction to register this Agreement. Hence this Agreement shall be deemed to have been executed at Kolkata within the jurisdiction of the Hon'ble High Court at Calcutta.

29. **NOTICES:**

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

OWNERS

PROMOTER

ALLOTTEE

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

30. **JOINT ALLOTTEES:**

That in case there are Joint Allotees all communications shall be sent by either of the Vendors to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Allotees.

31. **SAVINGS:**

Any application letter, allotment letter, agreement or any other document signed by the Allottee in respect of the said Apartment prior to the execution and registration of this Agreement for Sale shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder unless agreed between the parties. The General Terms and Conditions (GTC) on the basis of which the transaction has been entered into shall continue to be valid and subsisting and shall be deemed to be a part of this Agreement. Waiver or limitation of any right or interest and/or any consent given by any party in this Agreement and/or any part hereof and/or in any document hereafter, shall be valid and binding.

32. **GOVERNING LAW:**

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

33. **DISPUTE RESOLUTION:**

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

[Please insert any other terms and conditions as per contractual understanding between parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder].

34. ADDITIONAL TERMS

Notwithstanding anything to the contrary contained hereinbefore, the parties have mutually agreed to the following terms which shall be valid and binding on them in addition to and/or in modification/supersession of those contained hereinbefore:

34.1 Although the entire Total Price / Agreed Consideration is payable to the Owners as stated in Schedule C, the Owners and the Promoter hereby confirm and agree to be bound by their respective obligations under the terms and conditions recorded herein.

34.2 Besides the additions and alterations permissible under the Act and/or Rules, the Allottee has consented to and/or hereby irrevocably consents that the Vendors may make modifications, additions and alterations within permissible and/or prevailing norms regarding the construction and the specifications of the Building, the Common Areas, the ground floor layout and/or the said Apartment as may be deemed necessary and/or as may be advised by the Architects and/or as may be required by any authority including the Corporation and the same is and shall be deemed to be the previous written consent under the Act. Prior to the booking of the said Apartment Unit the Allottee had been informed and made aware that the ground floor layout including the Common Areas and its location may undergo changes and/or modifications and the Allottee has consented to and/or hereby consents to the same and this is and shall be deemed to be the previous written consent of the Allottee in terms of the Act. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price and that the total number of Common Areas mentioned in Schedule 'E' shall not be reduced to the detriment of the Allottee.

34.2A The Allottee has irrevocably consented and/or hereby irrevocably consents that the Owners/Promoter shall be entitled to make in future vertical and horizontal exploitation of the Building and/or the Premises by way of additional/further construction in the Premises including by raising of any additional floor/storey/construction over the roofs of the Building (including the Common Roof Area) and/or by way of construction of additional buildings/structures in the open land/spaces in the Premises and shall at their absolute discretion be entitled to make from time to time additions or alterations to or in the Building and/or the Common Areas and such future additional/further constructions/ exploitation shall belong exclusively to the Owners/Promoter who shall be entitled to sell, transfer, convey and/or otherwise deal with and dispose of the same in any manner whatsoever and appropriate all considerations and other amounts receivable in respect thereof. For the aforesaid purpose the Owners and the Promoter are entitled to shift any part of the Common Areas (including common areas and installations, lift machine rooms and overhead water reservoirs and the Common Roof Area) to the ultimate roofs and also to make available the Common Areas and all utility connections and facilities to the additional/further constructions. The Allottee shall not have any right whatsoever in the additional/further constructions and covenants not to raise any objection, hindrance or claim in respect of any of the above and/or in respect of any temporary inconvenience that may be suffered by the Allottee because of the same. The Allottee also admits and accepts that

the Owners/Promoter and/or employees and/or agents and/or contractors of the Owners/Promoter shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Allottee shall not raise any objection in any manner whatsoever with regard thereto. If any act or omission of the Allottee results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or any portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, sale or disposal of any Apartment or portion of the Project, then in that event the Allottee shall also be liable to pay to the Owners/Promoter compensation and/or damages that may be quantified by the Owners/Promoter. The Owners and the Promoter shall, if required, be entitled to obtain necessary permission / sanction from the concerned authorities regarding the above or get the same regularized/approved on the basis that the Owners and the Promoter have an irrevocable sole right in respect of the same and the Allottee has irrevocably consented and/or hereby irrevocably consents to the same. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price and that the total number of Common Areas mentioned in Schedule 'E' shall not be reduced to the detriment of the Allottee.

34.2B The Allottee has irrevocably consented and/or hereby irrevocably consents that the Owners shall be entitled to allow and permit on such terms and conditions and for such consideration as the Owners may at their sole discretion deem fit and proper, the owners and/or occupants of any property adjoining and/or adjacent and/or contiguous to the said Land/Premises and/or any portion thereof ("**Adjoining Property**") (including the purchasers/owners and occupiers of the flats/units/apartments and other constructed areas in any building(s) that may be constructed on the Adjoining Property) (i) the full and free and uninterrupted rights and liberties (including the right of easements and of ingress and egress) at all times hereafter by day or night to pass to or from the municipal road named Dr. Jana Chandra Ghosh Sarani (formerly known as Debendra Lal Khan Road) along and over the passages and driveways comprised and/or to comprise in the said Land/Premises for the purpose of entry to or exit from the Adjoining Property in common with the owners and occupiers of the said Land/Premises and each of them (including the Apartment Owners) with or without men, materials and vehicles of any description including for all purposes connected with the beneficial use and enjoyment of the Adjoining Property and for all lawful purposes and (ii) the full and free and uninterrupted rights and liberties at all times hereafter by day or night of using availing and enjoying the pipelines, water pipelines, water mains, gas pipelines, electrical wiring and cables, telephone lines, sewers and drains over, along or under the driveways comprised and/or to comprise in the said Land/Premises for the purpose of passage and/or connections of water, gas, electricity, sewer, soil and other utilities for serving the Adjoining Property and each of them and also the rights and liberties of laying new pipelines, water pipelines, water mains, gas pipelines, electrical wiring and cables, telephone lines, sewers and drains over alongwith or under such driveways comprised and/or to comprise in the said Land/Premises for taking new water, electricity, gas, telephone and other connections/ facilities and also for taking new drainage and sewage connections and to dig out and open the same for the purposes aforesaid and upon completion of such work to restore the same in its former state and condition entirely at the costs charges and expenses of the owners and/or occupants of the Adjoining Property.

34.3 The decision of the Architects regarding the quality and specifications of the materials and the workmanship regarding construction shall be final and binding on the parties.

34.4 With effect from the Date of Offer of Possession and/or the date of expiry of the period specified in the Notice for Possession mentioned in Clause 7.2, whichever is earlier, the Allottee shall be deemed to have fully satisfied himself in all respects including the Plans, the construction and the quality, specifications and workmanship thereof, the carpet area and built-up area and super built-up area, the quality of materials used, the structural stability and completion of the Building, the Common Areas, the said Apartment, etc. and shall not thereafter be entitled to raise any objection or make any claim regarding the same.

34.5 From the Date of Offer of Possession, the Allottee shall be liable to pay the monthly charges for use of electricity to the said Apartment Unit as per sub-meter/independent meter installed for the same within seven days of issue of bill.

34.6 After the Date of Offer of Possession or within 30 days from the date of execution of the Deed of Conveyance, whichever is earlier, the Allottee shall apply for mutation to the Authorities and shall take all necessary steps and complete, at the Allottee's own costs, the mutation of the said Apartment Unit in the Allottee's name within 6 months thereafter.

34.7 The Allottee shall strictly comply with all the terms, conditions, covenants, stipulations and restrictions contained in the Deed of Lease dated 16th May, 2011 and shall not do anything contrary to the Deed of Lease dated 16th May, 2011 and shall not commit any breach, default or violation of the Deed of Lease dated 16th May, 2011 and keep the Vendors fully indemnified in this regard.

34.8 In case of there being a failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law, then the Owners shall be entitled to issue a Notice to the Allottee calling upon the Allottee to rectify, remedy, make good or set right the same within one month from the date of issue of such Notice. If the Allottee does not comply with the said Notice to the satisfaction of the Owners within the above time, then the Allottee shall be liable to pay to the Owners compensation and/or damages that may be quantified by the Owners and in default of such payment within 30 days, the Owners may terminate the allotment /Agreement of the said Apartment in favour of the Allottee. In case of termination the provisions under sub-clause 9.3 (ii) shall be applicable regarding the amount that shall be refundable and the time for the same.

34.9 If any act or omission of the Allottee results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or the construction of the Building or any portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, sale or disposal of any Apartment or portion of the Building, then in that event the Allottee shall also be liable to pay to the Owners compensation and/or damages that may be quantified by the Owners.

34.10 Besides the aforesaid rights, the Promoter/Owners shall also be entitled to enforce any other right to which the Promoter/Owners may be entitled to in law by reason of any default or breach on the part of the Allottee.

34.11 Neither any of the (i) open and covered spaces in the Building and the said Land that are not included in the Common Areas mentioned in **Schedule E** and (ii) other Apartments, Apartment Units and Parking Spaces in the Building (except the right to park medium sized car(s) in the said Parking Space) and/or the Premises are intended to be transferred, nor the same shall be transferred in favour of the Allottee in as much as the same shall belong exclusively to the Promoter/Owners and the Allottee shall have no right, title, interest, claim or entitlement whatsoever in respect thereof and the Promoter/Owners shall be entitled to use, utilise, alienate, deal with the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by the Promoter/Owners in their absolute discretion.

34.12 The Promoter/Owners shall be entitled at all times to install, display and maintain their names and/or logos on the roofs (including Common Roof Area) of the Building and/or other areas in the Building and/or the Premises by putting up hoardings, display signs, neon signs, lighted displays, etc. without being required to pay any charges for the same, other than payment of electricity consumed on actuals, and no one including the Apartment Owners and the Association shall be entitled to object or to hinder the same in any manner whatsoever.

34.13 Save and except the right of obtaining housing loan in terms of Clause 18 above, the Allottee shall not have any right or lien in respect of the said Apartment Unit till physical possession is made over to him after payment of all amounts by the Allottee.

34.14 The Deed of Conveyance and all other papers and documents in respect of the said Apartment Unit and the Premises including the Owners' Area shall be prepared and finalised by the Advocates and the Allottee has agreed and undertaken to accept and execute the same within 15 days of being required by the Owners after complying with all obligations that are necessary for the same. In default, the Allottee shall be responsible and liable for all losses and damages that the Owners may suffer.

34.15 The Owners/Promoter shall, in accordance with applicable laws, call upon the Allottees 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 Owners/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.

34.16 All the Apartment Owners as also the Allottee herein shall become members of the Association without raising any objection whatsoever and abide by all the rules, regulations, restrictions and bye-laws as be framed and/or made applicable by the Owners/Promoter. Each Apartment in the Project shall represent 1 (one) share, irrespective of the number of persons owning such Apartment and irrespective of the same person owning more than 1 (one) Apartment. Further, in the event an Apartment is owned by more than 1 (one) person, then the person whose name first appears in the nomenclature of this Agreement as the Allottee shall only be entitled to become a member of the Association. In the event that the Allottee is a minor, the 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.

34.17 All papers and documents relating to the formation of the Association shall be got prepared and finalised by the Owners/Promoter and the Allottee hereby consents to accept and sign the same.

34.18 The employees of the Maintenance Agency for the common purposes such as watchmen, security staff, caretaker, liftmen, sweepers, etc. shall be employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment subsisting with the Maintenance Agency and the Allottee hereby consents to the same and shall not be entitled to raise any objection thereto.

34.19 The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect and any contrary rules, regulations and/or amendments of the Association shall be void ab initio.

34.20 All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by all Apartment Owners of the Building including the Allottee herein.

34.21 The rights of the Owners/Promoter, the Maintenance Agency and the Association relating to certain matters are more fully specified in **Schedule L** and the Allottee has irrevocably agreed to be bound by the same.

34.22 The Allottee shall from the Date of Offer of Possession, use and enjoy the said Apartment Unit in the manner not inconsistent with the Allottee's rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Apartment Owner and/or the Vendors.

34.23 The obligations and covenants of the Allottee in respect of the user, maintenance and enjoyment of the said Apartment Unit, the Mechanical Car Parking System, the Common Areas, the Building and the Premises including payment of Maintenance Charges/CAM Charges, electricity charges, corporation and other taxes and other outgoings are more fully specified in Clause 15 and Schedule J and the same shall be binding on the Allottee. It is expressly made clear that after issue of the Notice for Possession all costs, expenses and outgoings in respect of the said Apartment Unit including for Maintenance Charges/CAM Charges, electricity

charges, corporation taxes and other outgoings, charges, rates, taxes, levies, cess, deposits including security deposits or assessments pertaining to the said Apartment Unit, shall become payable by the Allottee from the date of issuance of the Completion Certificate notwithstanding anything to the contrary contained in Clause 15 or elsewhere in this Agreement. Such liability shall continue till the same is paid by the Allottee or the Agreement/ Allotment is cancelled/terminated.

34.24 The maintenance charges/CAM Charges and proportionate Common Expenses shall be paid by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use any or all of the Common Areas and also irrespective of whether or not the Allottee is granted facility of parking any number of cars in the Mechanical Car Parking System by the Owners and any non-user or non-requirement in respect of any Common Areas or parking facility (if so granted) shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Allottee in respect of the said proportionate common expenses and/or maintenance charges/CAM Charges. Any use of the Mechanical Car Parking System by the Apartment Owners including the Allottee shall be subject to Force Majeure and interruptions, inconveniences and mechanical faults associated with its use and the Owners/Promoter and the Maintenance Agency shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the and to which the Allottee hereby consents and agrees to keep the Owners/Promoter fully indemnified in respect thereof.

34.25 The certified copies of title deeds relating exclusively to the Premises that are available with the Vendors along with related documents and certified copy of Plans of the Building shall be handed over by the Vendors to the Association within 3 (three) months of handing over of maintenance of the Building to the Association.

34.26 From the date of offering the handing over of maintenance to the Association, the Vendors shall not have any responsibility whatsoever regarding the Building and the Premises and/or any maintenance, security, safety or operations including relating to fire fighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, the Mechanical Car Parking System, installations, meters and connection, etc and/or for any statutory compliances, permissions and licenses regarding the Premises and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Apartment Owners including the Allottee and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The Apartment Owners including the Allottee and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire license etc. and the Vendors shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of offering the handing over of maintenance, the Vendors and/or their directors, partners, employees or agents shall not have any liability or responsibility whatsoever under any circumstance.

34.27 It is expressly agreed and understood by the parties that the

Owners have nothing to do with the development and/or providing of Common Areas and as such at no time, whether before or after the date of handing over of maintenance to the Maintenance Agency, the Owners or any of their directors, employees or agents shall have any liability, obligation or responsibility whatsoever under any circumstances in respect of any of the matters mentioned in Clause 34.26 above.

34.28 The Allottee agrees and undertakes to deposit Rs. 50/- (Rupees fifty only) per square feet Super Built-Up Area of the said Apartment Unit as a non-interest bearing security deposit with the Owners, 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 Association by the Owners, without any interest, after adjusting/deducting therefrom all amounts then remaining due and payable by the Allottee to the Owners, together with interest thereon. Such amount(s), if any, thus transferred shall be held by the Association on behalf of and on account of the Allottee inter alia as a sinking fund. The Allottee undertakes to make good and pay to the Association all such amounts that may be deducted/adjusted as aforesaid by the Owners 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 Owners 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 Owners to the Association and the Allottee and the Association shall jointly and severally keep the Owners indemnified for the same.

34.29 In case of failure of the Allottee to pay the Common Expenses on or before the due date, the Allottee authorizes the Owners or the 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 Owners or the Association, as the case may be, on account of making such adjustments and/or on account of the Owners transferring/handing over the Corpus Deposit to the Association. On any such adjustment 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 Association with respect thereto.

34.30 The Owners and/or the Association, as the case may be, shall be entitled to invest the Corpus Deposit in such securities and in such manner as the Owners and/or Association, as the case may be, may think fit and apply the income for the purpose of repairs, maintenance, security and upkeep of the Project and such payment towards the Corpus Deposit shall not absolve the Allottee of its obligation to pay the applicable maintenance charges/CAM Charges in terms of this Agreement.

34.31 The Allottee shall be entitled to the facilities of a club within the Project ("**Club**"). The operational costs/charges of the Club shall form part of the Common Expenses.

34.32 It is expressly made clear that the membership of the Allottee to the Club shall cease upon the Allottee transferring the said Apartment Unit in favour of a third party. It is hereby clarified that the Club membership is not transferrable 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 said Apartment to be entitled to use the facilities of the Club on the basis of being in possession of the said Apartment alone.

34.33 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 Owners/Promoter or the Association, as the case may be, in due course and circulated to members before the Club is made operational. The Allottee agrees, undertakes and covenants to abide by such rules and regulations and make payment of all periodic subscriptions and other expenses relating thereto.

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

34.35 Until a Deed of Conveyance is executed in favour of the Allottee, the Allottee shall not be entitled to mortgage or encumber or assign or alienate or dispose of or deal in any manner whatsoever with the said Apartment Unit or any portion thereof and/or any right therein and/or under this Agreement ("**Alienation**") except for the purpose of housing loan in terms of Clause 18 unless all the following conditions are complied with:-

- a) A minimum period of 1 (one) year has passed from the date of this Agreement.
- b) There is no default whatsoever by the Allottee in compliance with and/or performance of any of the Allottee's covenants, undertakings and obligations under this Agreement or otherwise.
- c) The Allottee has made full payment of the Total Price / Agreed Consideration, the Deposits and Charges mentioned in **Schedule G** due or payable till the time of such Alienation including interest and penalties, if any.
- d) The Allottee or the assignee, nominee, etc. has made payment to the Owners a sum of Rs. 200/- (Rupees two hundred) only per square feet Super Built-Up Area of the said Apartment Unit as transfer charges (hereinafter referred to as "**the Transfer Charges**"). The Allottee shall also pay the applicable Goods and Service Tax thereon, if any. However, no Transfer Fee shall be payable in case of transfer to the mother or father or spouse or child 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 a mother or father or spouse or child of the original Allottee. Similarly, in case of the Allottee being a company, inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a transfer unless such new joint Allottee is a group company in which the Allottee owns at least 51 per cent of the entire equity share capital as also complete management control.
- e) The Allottee shall deposit with the Owners No Objection Certificate from the Bank and/or a letter of release of charge/ mortgage/ security regarding the above Apartment Unit including the documents pertaining to the above Apartment Unit.

- f) Prior consent in writing is obtained from the Owners regarding the proposed Alienation.
- g) Any additional income tax liability that may become payable by the Owners/Promoter due to nomination by the Allottee because of higher market valuation as per the Registration Authorities on the date of nomination, shall be compensated by the Allottee paying to the Owners/Promoter agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time. Such amount shall be payable by the Allottee on or before the nomination.

34.36 After the execution and registration of the Deed of Conveyance, the Allottee may alienate the said Apartment Unit subject to the following conditions:

- a) The said Apartment Unit shall be one lot and shall not be partitioned or dismembered in parts. In case of sale in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.
- b) The transfer of the said Apartment Unit by the Allottee shall not be in any manner inconsistent with this Agreement and/or the Deed of Conveyance and the covenants contained herein and/or the Deed of Conveyance shall run with the land and/or transfer. The person(s) to whom the Allottee may transfer/alienate the said Apartment Unit shall be bound by the same terms, conditions, agreements, covenants, stipulations, undertakings and obligations as are applicable to the Allottee by law and/or by virtue of this Agreement and/or the Deed of Conveyance.
- c) All the dues including outstanding amounts, interest, Maintenance Charges/CAM Charges, electricity charges, corporation and other taxes etc. relating to the said Apartment Unit payable to the Maintenance Agency, the Corporation and other concerned persons/entities are paid by the Allottee in full prior to the proposed transfer/alienation. Such dues, if any, shall in any event, run with such proposed transfer.

The terms and conditions of this Agreement for Sale are as per the contractual understanding between the parties and have been mutually agreed upon and have been mutually added/modified by the parties to the basic format suggested under the Rules. Such additional/modified terms and conditions are not intended to be in derogation of or inconsistent with the mandatory terms and conditions of the Act and the Rules and Regulations made thereunder.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee:

(1) Signature _____

Name:

Address:

Please affix Photographs and sign across the photograph
--

(2) Signature _____

Name:
Address:

Please affix
Photographs
and sign across
the photograph

(3) Signature _____

Name:
Address:

Please affix
Photographs
and sign across
the photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED
Promoter:

Signature _____

Name:
Address:

Please affix
Photographs and
sign across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED
Owners:

Signature _____

Name:
Address:

Please affix
Photographs and
sign across the
photograph

At KOLKATA on _____ in the presence of:

WITNESSES:

(1) Signature _____

Name _____
Address _____

(2) Signature _____

Name _____
Address _____

SCHEDULE 'A'**("SAID APARTMENT UNIT")**

ALL THAT the Apartment No. having Carpet Area of _____ square feet and balcony appurtenant to it measuring _____ square feet, along with **One Utility Room** being no. _____ on the floor measuring _____ square feet of the Building now in course of construction at the Premises containing by admeasurement Built-up Area of _____ square feet and mutually agreed to be equivalent to Super Built-up Area of _____ square feet be the same a little more or less Together with the right for the Allottee to park __ (____) cars in the covered car parking space in the ground floor and __ (____) cars in the Mechanical Car Parking System of the Building Together with the undivided proportionate share in the Common Areas And Together with the said Undivided Share.

The said Apartment is to be made ready for handing over possession by _____ unless there is delay due to Force Majeure or reasons beyond control.

**SCHEDULE 'B' –
FLOOR PLAN OF THE APARTMENT**

**SCHEDULE 'C'- PRICE DETAILS & PAYMENT PLAN
[Price]**

Consideration for the said Apartment and the said Parking Space	
Total=	

(Rupees _____ only)

[PAYMENT PLAN]

Event of making Payment	% Agreed Consideration	Amount (Rs.)
On Booking		
On Agreement		
Within _____		
Within _____		
Within _____		
Within _____		
Within _____		
Within _____		
Within _____		
At or before Date of Offer of Possession of the said Apartment		
Total	100 per cent	

In terms of the Development Agreement, the Owners are entitled to the entire consideration in respect of the Apartment Units comprised in the Owners' Area while the Promoter is entitled to the entire consideration in respect of the Apartment Units comprised in the Promoter's Area. Under the circumstances, the Total Price / Agreed Consideration payable hereunder is payable to the Owners as the said Apartment Unit described in Schedule A is comprised in the Owners' Area.

SCHEDULE 'D'- SPECIFICATIONS, AMENITIES, FACILITIES WHICH ARE PART OF THE SAID APARTMENT

**PART – A
(SPECIFICATIONS AMENITIES AND FACILITIES FOR THE SAID APARTMENT)**

Doors :	Main Doors – Wooden Decorative With Lock & Night Latch
	Solid Core Flush Door with High Polish
	Frame – Wooden
	Hardware Fittings – Brush & Stainless Steel
Windows :	Fully Gazed Aluminium Anodized Siding
Ralling :	Glass Ralling in Balcony
Master Bed Room : Flooring :	Imported Marbles
Master Bed Room : Wall Finish :	Plaster of Paris Finish
Other Bed Rooms – Flooring :	Laminated Wooden Flooring
Other Bed Rooms – Wall Finish :	Plaster of Paris Finish
Living & Dining Rooms – Flooring :	Imported Marbles
Living & Dining Rooms – Wall Finish :	Plaster of Paris Finish
Kitchen - Flooring :	Antiskid Vitrified Tiles
Kitchenette– Wall Finish :	Rectified Tiles Dado upto Full Height
Kitchen Counter :	Granite Finish
Kitchen Sink :	Stainless Steel Sink
Bathroom Flooring :	Antiskid Vitrified Tiles
Bathroom Wall Finish :	Rectified Tiles Dado upto Full Height
Sanitary Fittings :	Western Style Sanitary Fittings & CP Fittings

Electrical :	Modular Switches
CCTV	CCTV Monitoring Round the Clock
Intercom	Intercom Connection to the Security Room to each Flat.

PART – B
(SPECIFICATIONS AMENITIES AND FACILITIES FOR THE PROJECT)

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

Notwithstanding anything contained elsewhere herein the contents of this Schedule and the rights in respect of the Common Areas are subject to the reservations and/or the rights of the Vendors under this Agreement.

SCHEDULE E – COMMON AREAS

1. The foundation, columns, beams, supports, corridors, lobbies, stairs, stairways, landings, entrances, exits and pathways.
2. Drains and sewers from the Premises to the municipal duct.
3. Water, sewerage and drainage connection pipes from the Apartments to drains and sewers common to the Premises.
4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the Premises.
5. The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.

6. Boundary walls of the Premises 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/reservoirs 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 Apartment) and spaces required therefore.
10. Windows/doors/grills and other fittings of the Common Areas of the Premises.
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 Premises and/or the Building as are necessary for passage to or use and occupancy of the Apartments as are necessary.
15. Common Roof Area.

SCHEDULE F- DEFINITIONS

- (a) **"AGREED CONSIDERATION/TOTAL PRICE"** shall mean the consideration mentioned in **Schedule C** payable by the Allottee for purchasing the said Apartment Unit.
- (b) **"AGREEMENT"** shall mean this agreement together with the schedules and annexures hereto.
- (c) **"APPROVALS"** shall mean and include all licences, permits, approvals, sanctions, consents, registrations and no objections obtained or to be obtained and/or granted by the competent authorities in connection with the Project.
- (d) **"ADVOCATE"** shall mean Messrs. R. Ginodia & Co., Advocates of 4E &F, Hastings Chambers, 7C, Kiran Shankar Roy Road, Kolkata - 700 001.
- (e) **"ARCHITECT"** shall mean Agarwal and Agarwal of 2/5, Sevak Baidya Street Kolkata-700 029.
- (f) **"APARTMENT"** shall mean any residential apartment together with Exclusive Open Terrace, if any, appurtenant thereto, and/or any other covered space in the Building which is capable of being exclusively owned, used and/or enjoyed.
- (g) **"APARTMENT UNIT"** shall mean any Apartment and/or other covered space in the Building which is capable of being exclusively owned, used and enjoyed by any Apartment Owner, together with the Exclusive Open Terrace, if any, appurtenant thereto the right, if any, to park a car in a Parking Space, the undivided, impartible, variable, proportionate share or interest in the Common Areas with the right to use and enjoy the same in common and wherever the context so intends or permits, shall include the Undivided Share attributable to such Apartment.

- (h) **"APARTMENT OWNERS"** shall, according to the context, mean the Allottee herein including all allottees and/or intending allottees of different Apartments in the Building including the Promoter and/or the Owners in respect of such Apartments which are not transferred or alienated and/or not agreed to be transferred or alienated for the time being by the Promoter and/or the Owners.
- (i) **"ASSOCIATION"** shall mean the association of Apartment Owners which would be formed in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972 or such association of owners as may be formed by the Owners and the Promoter for taking control of the common parts and portions and for rendition of common services.
- (j) **"BUILDING"** shall mean the new multi storied building comprising of ground plus 23 upper floors being constructed at the Premises in accordance with the Plans sanctioned by the Corporation and to comprise of various flats, units, apartments, constructed spaces and car parking spaces and to be commonly known as "Victoria Vista(s)".
- (k) **"BUILT-UP AREA"** in relation to an Apartment shall mean the plinth area of that apartment (including the area of bathrooms and balconies, Exclusive Open Terrace, if any, appurtenant thereto) and also the thickness of the walls (external or internal), the columns and pillars therein, provided that, if any wall, column or pillar be common between the two Apartments then 1/2 (one-half) of the area under such wall, column or pillar shall be included in each of the Apartments.
- (l) **"CAM CHARGES"** shall mean the proportionate share of Common Area maintenance and service charges to be paid by the Allottees inter alia for the maintenance of the Premises, costs of insurances and supervisory expenses but shall not include property taxes payable in respect of the various Apartments but will include property taxes payable for the Common Areas. The proportionate amount agreed to be paid by the Allottees on account of the service and maintenance charges shall be determined by the Owners and the Promoter and/or the Association in their absolute discretion.
- (m) **"COMMON AREAS"** shall mean the common areas and amenities as are available to and/or in respect of the Premises as the case may be (more fully and particularly mentioned and described in the **Schedule E** above) save and except the Mechanical Car Parking System.
- (n) **"CARPET AREA"** shall have the meaning ascribed to it under the Act.
- (o) **"COMMON EXPENSES"** shall include all costs and expenses for the management, maintenance and upkeep of the Project including the Building, the Mechanical Car Parking System, if any, the Common Areas therein and the Premises and the expenses for Common Purposes as mentioned in **Schedule K**;
- (p) **"COMMON ROOF AREA"** shall mean the ultimate roof of the Building along with the Lift Machine Room and the overhead water reservoir thereon, which shall form part of the Common Areas;

- (q) **"CORPORATION"** shall mean the Kolkata Municipal Corporation and its different departments and officers and shall also include other concerned authorities that may recommend, comment upon, approve, sanction, modify and/or revise the Plans.
- (r) **"COMMENCEMENT DATE"** shall mean the date of execution of this Agreement.
- (s) **"COMMON PURPOSES"** shall include the purpose of managing and maintaining the Premises, the Building, the Mechanical Car Parking System and in particular the Common Areas, rendition of services in common to the Apartment Owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Apartment Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartment Units exclusively and the Common Areas in common.
- (t) **"DATE OF COMMENCEMENT OF LIABILITY"** shall mean the obligation of the Allottees to make payment of the municipal rates taxes and other outgoings including maintenance charges/CAM Charges payable in respect of the said Apartment Unit on and from the date of issue of the Completion/Occupancy Certificate.
- (u) **"DATE OF OFFER OF POSSESSION"** shall mean the date of notice to take over possession of the said Apartment after the Completion Certificate/Occupation Certificate is issued (or deemed to be issued as per the relevant provisions of legislation).
- (v) **"DEPOSIT AND CHARGES"** shall mean the amounts required to be paid by the Allottee to the Owners and mentioned in **Schedule G** in addition to the Agreed Consideration/Total Price.
- (w) **"EXCLUSIVE OPEN TERRACE"** shall mean the open terrace areas on certain floors of the Building each of which shall be attached and/or appurtenant only to a specified Apartment and having access from such Apartment only and meant to be occupied, used and enjoyed exclusively by the Apartment Owner of such Apartment;
- (x) **"HOUSE RULES/USER"** shall mean the rules and regulations regarding the user/holding of the said Apartment as herein stated.
- (y) **"MAINTENANCE AGENCY"** shall mean the Promoter itself or any entity appointed by the Promoter for the Common Purposes or upon its formation, the Association.
- (z) **"PARKING SPACES"** shall mean the spaces on the ground floor of the Building as also spaces in the Mechanical Car Parking System that may be designated by the Promoter for parking of medium sized cars.
- (aa) **"PLANS"** shall mean the building plan including layout plan, specifications and approvals sanctioned by the Kolkata Municipal Corporation.
- (bb) **"PREMISES"** shall mean ALL THAT the Municipal Premises No. 14A, Dr. Jana Chandra Ghosh Sarani formerly known as Debendra Lal Khan Road,

Kolkata 700 025 Police Station Bhowanipore described in **Part-III** of **Schedule H** hereto.

- (cc) **"PROJECT"** shall mean the work of development of the Premises by the Promoter, construction and completion of the Building, marketing and sale of the Apartment Units and other rights, handing over of possession of the completed Apartment Units to the Apartment Owners and execution and registration of the Deeds of Conveyance in favour of the Apartment Owners.
- (dd) **"OCCUPANCY CERTIFICATE / COMPLETION CERTIFICATE"** shall mean the certificate to be granted by the Corporation certifying completion of the Building and permitting the Allottee to take possession of the said Apartment intended to be purchased by the Allottee.
- (ee) **"POSSESSION"** shall mean the date on which possession is made over by the Owners to the Allottee or as deemed to be made after Occupancy Certificate/Completion Certificate is issued.
- (ff) **"SAID APARTMENT"** shall mean the Apartment together with the Exclusive Open Terrace, if any, described in **Schedule A** hereto.
- (gg) **"SAID APARTMENT UNIT"** shall mean the said Apartment, the Exclusive Open Terrace, if any, appurtenant thereto, the said Parking Space, (if any), the proportionate variable, undivided, indivisible and impartible share or interest in the Common Areas with right to use and enjoy the same in common and wherever the context so intends or permits, shall include the said Undivided Share.
- (hh) **"SAID LAND"** shall mean the land measuring about 2 bighas 10 cottahs 15 chittacks 34 square feet more or less comprised in the Premises described in **Part-III** of **Schedule H** hereto.
- (ii) **"SAID FREEHOLD LAND"** shall mean the land measuring about 2 bighas 5 cottahs 7 chittacks 34 square feet more or less comprised in the Premises, described in **Part-I** of **Schedule H** hereto.
- (jj) **"SAID LEASEHOLD LAND"** shall mean the land measuring about 5 cottahs 8 chittacks more or less comprised in the Premises, described in **Part-II** of **Schedule H** hereto.
- (kk) **"SAID PARKING SPACE"** shall mean the right to park medium sized car(s) if any, described in **Part-II** of the **Schedule A** hereto.
- (ll) **"SINKING FUND/RESERVE FUND"** shall mean the fund to be paid and/or contributed by all the Allottees of all Apartments including the Allottee herein towards maintenance fund which shall be held by the Owners and after the 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 Owners to such Association.
- (mm) **"SAID UNDIVIDED SHARE"** shall mean the proportionate variable undivided indivisible and impartible ownership share or interest in the said Freehold Land and the proportionate variable undivided indivisible and impartible leasehold right or interest in the said Leasehold Land comprised in the Premises which is attributable to the said Apartment.

- (nn) "**SUPER BUILT-UP AREA**" of the said Apartment Unit has been mutually agreed to be calculated by adding (i) the built-up area of the said Apartment and (ii) an agreed fixed percentage of 31 (thirty one) per cent of the built up area of the said Apartment.
- (oo) "**UNDIVIDED SHARE**" in relation to an Apartment shall mean the proportionate variable undivided indivisible and impartible ownership share or interest in the said Freehold Land and the proportionate variable undivided indivisible and impartible leasehold right or interest in the said Leasehold Land comprised in the Premises which is attributable to the Apartment concerned.
- (pp) "**MASCULINE GENDER**" used in this Agreement shall include the feminine and neuter gender and vice versa and **Singular Number** shall include the plural and vice versa.

SCHEDULE G

FIXED DEPOSITS AND CHARGES

At or before the Date of Offer of Possession of the said Apartment the Allottee shall pay to the Owners various amounts as hereinafter appearing out of which certain amounts are Non-Refundable Deposits and certain amounts are Adjustable Deposits.

The Deposits and Charges payable on or before Date of Offer of Possession :	<i>(Insert amounts)</i>
<u>Deposits & Charges :</u>	
(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	
Grand Total	<i>(insert grand total)</i>

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

The aforesaid deposits would be paid by the Allottee to the Owners who after adjustment and appropriation of the amounts shall make over the balance amount to the Association upon its formation.

Notwithstanding anything to the contrary contained elsewhere it is expressly made clear that the Allottee shall make payment of 50 per cent of the Legal Charges to the Advocates on or before the execution of this Agreement and shall make payment of the balance 50 per cent of the Legal Charges to the Advocates on or before the execution of the Deed of Conveyance or Possession, whichever is earlier.

VARIABLE DEPOSITS AND CHARGES

The following are not included in the Total Price/Agreed Consideration and the Allottee has agreed and undertakes to pay the following to the Owners within 15 (fifteen) days of demand without raising any objection whatsoever regarding the same:

- (i) Goods and Service Tax (GST) payable on the Total Price/Agreed Consideration and/or on transfer of the said Apartment Unit to the Allottee and payment of the same shall be made on or before the date the same is payable as per law or alongwith the payment of the respective instalment or within 15 days of demand by the Owners, whichever is the earliest.
- (ii) Betterment and/or development charges and any other tax, duty levy, cess, or charge that may be imposed or charged, if any, in connection with construction or transfer of the said Apartment Unit in favour of the Allottee.
- (iii) Stamp duty and registration fee and all other taxes, levies and other allied expenses relating to this Agreement for Sale, the Deed of Conveyance and all other papers and documents that may be required to be executed and/or registered in pursuance hereof and/or relating to the said Apartment Unit and any additional/deficit stamp duty, additional/deficit registration fee, penalty, interest or any other levy, if any, that may be imposed in this regard at any time together with miscellaneous expenses for registration of each document.
- (iv) Price, cost, charges and expenses levied by the Owners/Promoter for any additional or extra work done and/or any additional amenity or facility provided and/or for any changes, additions, alterations or variation made in the said Apartment, and/or the agreed Specifications, including the costs, charges and expenses for revision/registration of the Plans in relation to the said Apartment.
- (v) Proportionate costs, charges and expenses for betterment and/or development charges or other levies that may be charged regarding the Premises or the Building or the construction in terms hereof at the request of the Allottee.
- (vi) Proportionate costs, charges and expenses for providing any additional or special provision, fitting or amenity in the Building and/or the Premises by the Owners/Promoter at the request of the Allottee.
- (vii) Proportionate costs, charges and expenses for managing maintaining and up-keeping of the Mechanical Car Parking System.
- (viii) Applicable Goods and Service Tax and any other tax, duty, levy, cess, etc., if applicable on the above amounts, shall be paid by the Allottee in addition to the above.

The Deposits and Charges payable hereunder is payable to the Owners as the said Apartment Unit described in Schedule A is comprised in the Owners' Area.

SCHEDULE H

PART-I

("SAID FREEHOLD LAND")

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 said Leasehold Land as hereinafter appearing)

OR HOWSOEVER OTHERWISE the same may be butted bounded called known numbered described or distinguished.

PART-II

("SAID LEASEHOLD LAND")

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 said Freehold Land described in Part I hereinabove
ON THE WEST	:	By D. L. Khan Road

OR HOWSOEVER OTHERWISE the same may be butted bounded called known numbered described or distinguished.

PART-III

("SAID LAND/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 700 025, Police Station Bhowanipore containing in aggregate an area of 02 bighas 10 cottahs 15 chittacks and 34 square feet (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, arid by the land of Kolkata Municipal Corporation
ON THE EAST	:	By Turf Road
ON THE WEST	:	By D. L. Khan Road

OR HOWSOEVER OTHERWISE the same may be butted bounded called known numbered described or distinguished.

SCHEDULE I – DEVOLUTION OF TITLE OF THE OWNERS IN RESPECT OF THE SAID LAND

(a) By an Indenture of Conveyance dated 15th July, 1909 and made between Hari Charan Bose as vendor therein and Sir Apcar Alexander Apcar Kt. (then Apcar Alexander Apcar) and Arthur George Holdsworth Macpherson two of the then stewards of the Calcutta Turf Club as purchasers therein and registered with the District Sub Registrar, Alipore in Book No. I, Volume No. 37, Pages 165 to 169, Being No. 2162 for the year 1909, for the consideration therein mentioned the said Hari Charan Bose granted sold conveyed and transferred 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 for or for the benefit of the Calcutta Turf Club ALL THAT the piece and parcel of land hereditaments and premises containing an area of 01 Bigha 03 Cottahs 13 Chittacks 15 Square Feet more or less situate lying at and being municipal premises Nos. 10/2, 11 and 11/1, Goaltuli Road, within the municipal 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 5th April, 1911 and made between Surendra Nath Banerjee and Nagendra Nath Banerjee as vendors therein and Sir Apcar Alexander Apcar Kt. (then Apcar Alexander Apcar) and Sir Charles Henry Kesteven Kt. (then Charles Henry Kesteven) two of the stewards of the said Calcutta Turf Club as purchasers therein and registered with the Registrar of Assurances, Calcutta in Book I Volume No. 17 Pages 286 to 292 Being No. 940 for the year 1911, for the consideration therein mentioned the said Surendra Nath Banerjee and Nagendra Nath Banerjee granted sold transferred and conveyed unto and in favour of Sir Apcar Alexander Apcar Kt. and Sir Charles Henry Kesteven Kt. as agents and trustees of the Calcutta Turf Club in trust for or for the benefit of the Calcutta Turf Club FIRSTLY ALL THAT the piece and parcel of land containing an area of 07 Cottahs 11 Chittacks 30 Square Feet more or less situate and lying at and being municipal premises No. 10/1, Goaltuli Road, AND SECONDLY ALL THAT the piece and parcel of land containing an area of 09 Cottahs 11 Chittacks 40 Square Feet more or less situate lying at and being municipal premises No. 10/4, Goaltuli Road both within the municipal limits of the town of Calcutta, Thana – Bhowanipore, Mouza Kansaripara within Division VI, Sub-Division C, forming portion of the said Holding No.

12 in the District of South 24 Parganas (then 24 Parganas) together with the buildings and structures each thereat absolutely and forever.

(c) By an Indenture of Conveyance dated 30th July, 1912 and made between Baroda Prosad Roy Chaudhury as vendor therein and the said Sir Apcar Alexander Apcar Kt. (then Apcar Alexander Apcar) and the said Arthur George Holdsworth Macpherson two of the stewards of the said Calcutta Turf Club as purchasers therein and registered with the Sub Registrar, Alipore, in Book I Volume No. 23 Pages 135 to 137 Being No. 2102 for the year 1912, for the consideration therein mentioned the said Baroda Prosad Roy Chaudhury granted sold conveyed and transferred unto and in favour of Sir Apcar Alexander Apcar Kt. and Arthur George Holdsworth Macpherson as agents and trustees of the Calcutta Turf Club in trust for or for the benefit of the Calcutta Turf Club ALL THAT the piece and parcel of revenue redeemed land containing an area of 08 Chittacks 30 Square Feet situate and lying at the western portion of the municipal premises No. 12, Goaltuli Road within the municipal limits of the town of Calcutta, Thana – Bhowanipore, Mouza Kansaripara, within Division VI, Sub-Division C, forming portion of Holding No. 17 in the District of South 24 Parganas (then 24 Parganas) absolutely and forever.

(d) The said Sir Apcar Alexander Apcar Kt. died on 17th 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 (and hereinafter referred to as "the said Club").

(g) The above mentioned contiguous premises Nos. 10/2, 11, 11/1, 10/1 and 10/4, Goaltuli Road and the said 8 chittacks 30 square feet of landed property containing in aggregate an area of 02 Bighas 01 Cottah 13 Chittacks 25 square feet more or less were amalgamated and renumbered by the Corporation of Calcutta (now the Kolkata Municipal Corporation) as Premises No. 11 Goaltuli Road, Calcutta.

(h) By an Indenture of Conveyance dated 17th February 1921 and made between the Corporation of Calcutta as corporation therein and the said Sir Charles Henry Kesteven Kt. and The Honorable Mr. Justice Babington Bennett Newbould two of the stewards of the Royal Calcutta Turf Club as purchasers therein and registered with the District Sub-Registrar, Alipore in Book I Volume No. 4 Pages 196 to 200 Being No. 938 for the year 1921, for the consideration therein mentioned the Corporation of Calcutta granted sold conveyed and transferred unto and in favour of Sir Charles Henry Kesteven Kt. and The Honourable Mr. Justice Babington Bennott Newbould as agents and trustees of the said Club in trust for or for the benefit of the said Club All Those the revenue free land hereditament and premises containing an area of 04 Cottahs 05 Chittacks 24 Square Feet situate 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 portion of Holding No. 1 in the District of South 24 Parganas (then 24 Parganas) absolutely and forever.

(i) The above mentioned amalgamated premises No. 11 Goaltuli Road, measuring 02 Bighas 01 Cottah 13 Chittacks 25 Square Feet more or less

and the said adjoining 04 Cottahs 05 Chittacks 24 Square Feet landed property containing in aggregate an area of 02 Bighas 06 Cottahs 03 Chittacks 04 Square Feet more or less were amalgamated and renumbered by the Corporation of Calcutta as 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 13th January, 1923.

(k) The said The Honourable Mr. Justice Babington Bennett 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 21st February 1928 and made between Charles Gordon Arthur, Alfred James Chatzner, Harold Collmann Edmondson, Ernest Richard Hartley and Charles de-Montmorency Kellock 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 with the Registrar of Assurances, Calcutta in Book I Volume No. 56 Pages 214 to 227 Being No. 2178 for the year 1928, the said five stewards, 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 Collman Edmondson and the said Charles de-Montmorency Kellock to be the trustees for the said Club for the said 04 Cottahs 05 Chittacks 24 Square Feet landed property conveyed by the said Indenture of Conveyance dated 17th February 1921 in the place of the said Sir Charles Henry Kesteven Kt. and The Honourable Mr. Justice Babington Bennett Newbould being the earlier trustees to the intent that the said 04 Cottahs 05 Chittacks 24 Square Feet landed property (adjacent to the said amalgamated premises No. 11 Goaltuli Road, Calcutta) would become vested in the said Harold Collmann Edmondson and Charles de-Montmorency Kellock as such trustees as aforesaid and the said 04 Cottahs 05 Chittacks 24 Square Feet landed property stood vested in the said Harold Collmann Edmondson and Charles de-Montmorency Kellock as such trustees as aforesaid.

(m) By an Indenture of Transfer and Release dated 12th February, 1932 and made between the said Collmann Edmondson and Charles de-Montmorency Kellock being the trustees for the said Club for the said 04 Cottahs 05 Chittacks 24 Square Feet landed property of the one part and Turf Properties Private Limited (formerly Turf Properties Limited) of the other part and registered with the Registrar of Assurances, Calcutta in Book I Volume No. 22 Pages 125 to 131 Being No. 518 for the year 1932, for the consideration therein mentioned the said Collmann Edmondson and Charles de-Montmorency Kellock transferred assigned and released unto Turf Properties Private Limited the said 04 Cottahs 05 Chittacks 24 Square Feet landed property for and on behalf of the members or member for the time being of the said Club and its assigns upon such trusts.

(n) By a Deed of Declaration dated 31st May, 1932 and registered with the Registrar of Assurances, Calcutta in Book I Volume No. 66 Pages 79 to 82 Being No. 2173 for the year 1932, the said Turf Properties Private Limited (then Turf Properties Limited) declared and confirmed that Turf Properties Private Limited did stand seized and possessed of the said 04 Cottahs 05 Chittacks 24 Square Feet landed property in trust for the members or the member for the time being of the said Club and its assigns.

(o) The then five stewards of the said Club, Charles Gordon Arthur, Thomas Edgar Carrie, David John Leckie, Gilbert Proby Mackenzie and Reginald Alfred Towler, acting in the management of the affairs of the said Club, by a Deed of Appointment and Transfer and Release dated 22nd December 1933 and made between themselves of the one part and Turf Properties Private Limited (then Turf Properties Limited) of the other part and registered with the Registrar of Assurances, Calcutta in Book I, Volume No. 25, Pages 21 to 31, Being No. 69 for the year 1934, appointed Turf Properties Private Limited (then 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 25 Square feet more or less in the place of the said Sir Apcar Alexander Apcar Kt. and Arthur George Holdsworth Macpherson or the said Sir Apcar Alexander Apcar 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 Private Limited (then Turf Properties Limited) absolutely and forever for and on behalf of the members or member for the time being of the said Club and its assigns upon such trusts.

(p) The said amalgamated premises No. 11 Goaltuli Road, Calcutta measuring 02 Bighas 01 Cottah 13 Chittacks 25 Square Feet more or less and the said 04 Cottahs 05 Chittacks 24 Square feet more or less landed property purchased from the Corporation of Calcutta on 17th February 1921 as recited hereinabove amalgamated and renumbered by the Corporation of Calcutta as premises No. 6/1/1, Bhowanipore Road, Calcutta as recited hereinabove was upon survey and actual measurement found to contain an area of 02 Bighas 05 Cottahs 07 Chittacks 34 Square Feet more or less in place of 02 Bighas 06 Cottahs 03 Chittacks 03 Square Feet more or less and was subsequently renumbered by the Corporation of Calcutta as premises No. 14A, Debendra Lal Khan Road, Kolkata morefully and particularly described and mentioned in **Part-I of Schedule H** above.

(q) By an Agreement for Sale and Assignment dated 30th August 2007 and registered with the Additional Registrar of Assurances-I, Kolkata in Book I CD Volume No. 63 at Pages 5402 to 5430 Being No. 2132 for the year 2008, the said Turf Properties Private Limited as seller therein of the one part and Damodar Ropeways and Construction Company Private Limited, Indian Ropeways and Engineering Company Private Limited and the Owner Nos. 2 to 9 herein all as purchasers /assignees of the other part recorded and declared the terms and conditions agreed for transfer of the said Freehold Land 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 Private Limited to the purchasers/assignees therein, inter alia as follows:

(i) The said Turf Properties Private Limited would sell and the purchasers/assignees therein would purchase the said Freehold Land measuring 02 Bighas 05 Cottahs 07 Chittacks 34 Square Feet more or less in equal 1/10th (one-tenth) undivided shares therein at and for the consideration of Rs. 11,61,00,000.00 (Rupees eleven crores sixty-one lakhs) only paid by the purchasers/assignees therein 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 said Freehold Land on the west thereof and abutting D. L. Khan Road morefully and particularly mentioned and described in **PART-II of Schedule H** above in favour of the said Turf Properties Private Limited, the said Turf Properties Private Limited would assign and transfer, to the said purchasers/assignees therein its leasehold interest in the said Leasehold Land in favour of the purchasers/assignees therein in equal 1/10th (one-tenth) undivided share therein at or for the premium or salami of Rs. 64,00,000.00 (Rupees sixty-four lakhs only).
- (iii) The purchasers/assignees therein would be entitled to cause to be prepared plan for undertaking construction of new building or buildings at the said Freehold Land and to submit the same for sanction in the name of the said Turf Properties Private Limited and obtain such sanction.
- (iv) The said Agreement for Sale and Assignment dated 30th August, 2007 would supersede all previous agreements arrangements and any other instrument executed between the parties thereto.
- (r) In terms of the said Agreement for Sale and Assignment dated 30th August, 2007 the said Turf Properties Private Limited executed Powers 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 Land and the said Leasehold Land as follows:
- (a) Power of Attorney dated 30th August, 2007 and registered with 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 Rathi son of Sri Manik Lal Rathi 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 residing at 3, Syed Salley Street, Kolkata-700073 jointly and severally to be its true and lawful attorneys to do necessary acts deeds matters and things and to execute and register the conveyance and conveyances in favour of the buyer or buyers in respect of the said Freehold Land or portion thereof;
- (b) Power of Attorney dated 30th August 2007 and registered with 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 residing at 5/1, Ballygunge Place, Kolkata-700019 and the said Sri Suresh Kumar Jalan attorneys jointly and severally to be its true and lawful attorneys to do necessary acts, deeds, matters and things and to execute and register for and on behalf of Turf Properties Private Limited the lease to be granted by the Kolkata Municipal Corporation in favour of the Turf Properties Private Limited in respect of the said Leasehold Land and to execute and register Deeds of Sub-Lease and/or Deeds of Assignment of the whole or any portion of the said Leasehold Land.
- (s) Pursuant to the said Agreement for Sale and Assignment dated 30th August, 2007 the said Turf Properties Private Limited delivered complete

vacant possession of the said Freehold Land as also the said 05 Cottahs 08 Chittacks landed property in favour of the purchasers/assignees thereunder.

(t) By a Deed of Lease dated 16th May, 2011 and made between the Kolkata Municipal Corporation as lessor therein and the said Turf Properties Private Limited the trustee for the said Royal Calcutta Turf Club as lessee therein and registered with the Additional Registrar of Assurances-I, Kolkata in Book 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 lakhs) only therein mentioned and for the annual rent of Re. 1/- (Rupee one) only thereby reserved and for the covenants therein contained, the Kolkata Municipal Corporation granted and demised unto and in favour of the said Turf Properties Private Limited ALL THAT the abovementioned said Leasehold Land being the piece and parcel of land hereditaments and premises measuring 05 Cottahs 08 Chittacks, adjacent and contiguous to the said Freehold Land being premises No. 14A, D. L. Khan Road, Kolkata 700 025 morefully and particularly mentioned and described in **PART-II** of **Schedule H** above for the term of 99 years with effect from 13th March, 1999 with option to renew the same for the two further terms of 99 years each together with the right to cause the said Leasehold Land to be amalgamated with the said Freehold Land and to consume the available FAR of the said Leasehold Land for the purpose of construction of the new building at the said Freehold Land. Under the said Deed of Lease dated 16th May, 2011 the said Turf Properties Private Limited is 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 as the said Turf Properties Private Limited may consider fit in its absolute discretion on such terms and conditions including sale and assignment as the said Turf Properties Private Limited may at its absolute discretion think fit and proper subject to the terms and conditions therein. Under the said Deed of Lease dated 16th May, 2011 the said Turf Properties Private Limited is also entitled to assign, transfer, sublet and/or sublease the said Leasehold Land or any part thereof subject to the terms and conditions contained therein.

(u) The said Leasehold Land measuring 05 Cottahs 08 Chittacks after the grant and demise thereof by the Kolkata Municipal Corporation to the said Turf Properties Private Limited as aforesaid has been assessed and numbered by the Kolkata Municipal Corporation as premises No. 14A/1, D. L. Khan Road, Kolkata-700 025.

(v) By an Order dated 7th 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 at 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 transferred to and vested in Indian Ropeways & Engineering Company Limited without any further act or deed with effect from the 1st day of 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 Company Private Limited into and upon the said Freehold Land and the said Leasehold Land.

(w) The name of the said Indian Ropeways & Engineering Company Limited has been changed to Damodar Ropeways & Infra Limited with effect from 30th June, 2011 vide Fresh Certificate of Incorporation consequent upon change of name issued by the Registrar of Companies, West Bengal.

(x) The said Freehold Land being Premises No. 14A, D. L. Khan Road, Kolkata 700 025 measuring 02 Bighas 05 Cottahs 07 Chittacks 34 Square Feet more or less and the said Leasehold Land being Premises No. 14A/1, D. L. Khan Road, Kolkata 700 025 measuring 05 Cottahs 08 Chittacks more or less have since been amalgamated by the Kolkata Municipal Corporation and renumbered or continued to be numbered as Premises No. 14A, D. L. Khan Road, Kolkata 700 025 containing in aggregate an area of 02 Bighas 10 Cottahs 15 Chittacks 34 square feet more or less (more fully and particularly mentioned and described in **PART-II** of **Schedule H** above and being the Premises herein).

(y) By a Deed of Conveyance and Assignment dated 6th June, 2013 and made between Turf Properties Private Limited (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 (i) the said Turf Properties Private Limited for the consideration therein mentioned granted conveyed transferred assigned and assured unto and in favour of the Owners herein the said Freehold Property free from all encumbrances absolutely and forever and (ii) the said Turf Properties Private Limited for the consideration therein mentioned assigned and transferred unto and in favour of the Owners herein the entire leasehold interest of the said Turf Properties Private Limited in the said Leasehold Property free from all encumbrances for the residue now unexpired of the term reserved and granted under the said Deed of Lease dated 16th May, 2011 and with right and option to renew the same for two further terms of 99 years each as provided for under the said Deed of Lease dated 16th May, 2011.

(z) By and under a Declaration dated 15th January, 2015 registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No. I, CD Volume No. 1, Pages 7495 to 7505, Being No. 00460 for the year 2015 made between The Kolkata Municipal Corporation (therein described as the Lessor of the One Part) and Turf Properties Private Limited (therein referred to as the Lessee of the Other Part) it was declared, inter alia, that in future the plan referred to in the said Deed of Lease dated 16th May, 2011 should be considered to be the plan attached to the Declaration dated 15th January, 2015.

(aa) 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, lispdens attachments, trusts whatsoever or howsoever created by the Owners, each of the Owners being entitled to an independent and distinct undivided share or interest into or upon the Premises.

SCHEDULE J – ALLOTTEE'S COVENANTS & HOUSE RULES

1. The Allottee has agreed undertaken and covenanted to:
 - a) comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency from time to time;
 - b) permit the Maintenance Agency and its men, agents and workmen to enter into the said Apartment for the Common Purposes or the Project with prior reasonable notice except in case of emergency/urgency;
 - c) deposit the amounts for various purposes as required by the Owners/Promoter and/or the Maintenance Agency;
 - d) use and occupy the said Apartment only for the purpose of residence and shall not be entitled to and shall not kill, slaughter or otherwise harm or injure animals, livestock or birds etc. within the Building and/or the Premises or on any portion thereof;
 - e) use the Common Areas without causing any hindrance or obstruction to other Apartment Owners and occupants of the Building;
 - f) keep the said Apartment and party walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Apartment in the Building and/or in the Premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Apartments and parts of the Building;
 - g) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Apartment or the Common Areas for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise and also not to make any form of alteration to the external façade of the Building;
 - h) maintain and/or remain responsible for the structural stability of the said Apartment and not to do anything which has the effect of affecting the structural stability of the Building;
 - i) use and enjoy the Common Areas only to the extent required for ingress to and egress from the said Apartment of men, materials and utilities;
 - j) sign and deliver to the Promoter all papers, applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Apartment from the CESC Limited in the name of the Allottee and until the same be obtained, the Promoter shall provide or cause to be provided reasonable quantum of electricity from its own sources and install at the cost of the Allottee an electric sub-meter in or for the said Apartment and the Allottee shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Apartment;
 - k) be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is

caused to the Owners/Promoter or to other Apartment Owners. The main electric meter shall be installed only at the common meter space. 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 Building, the Premises and outside walls of the Building save in the manner indicated by the Owners/Promoter/Association (upon formation);

l) bear and pay the Common Expenses and all other costs, expenses and outgoings in respect of the Premises proportionately and the said Apartment Unit wholly and the same shall initially be payable to the Maintenance Agency;

m) pay Corporation and all other rates, taxes, levies, duties, charges, impositions, outgoings and expenses in respect of the Building and the Premises proportionately and the said Apartment Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Apartment Unit until the same is assessed separately by the Corporation;

n) pay for other utilities consumed in or relating to the said Apartment Unit;

o) allow the other Apartment Owners the right to easements and/or quasi-easements;

p) regularly and punctually make payment of the Common Expenses, Maintenance Charges/CAM Charges, Electricity Charges, Corporation Taxes and other taxes and payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;

q) to make payment of applicable Goods and Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Vendors, the Maintenance Agency and/or Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement; and

r) observe and comply with such other covenants as be deemed reasonable by the Owners/Promoter for the Common Purposes.

2. the Allottee has agreed and covenanted:

a) not to damage, demolish or cause to be damaged or demolished the said Apartment or any part thereof;

b) not to do anything that may affect the structural strength of the beams, columns, partition walls or any portion of the Building and not to make changes of a permanent nature except with the prior approval in writing of the Maintenance Agency and with the sanction of the authorities concerned;

c) not to put any nameplate or letter box or neon-sign or board in the Common Areas or on the outside wall of the Building save at the place as be approved or provided by the Promoter Provided However That nothing contained herein shall prevent the Allottee to put a decent nameplate on the outface of the main door of the said Apartment;

d) not to open out any additional window or fix any grill box or grill or

ledge or cover or any other apparatus protruding outside the exterior of the said Apartment or any portion thereof and not to change the colour or design of balcony, balcony railings, window grills, and/or change the outer elevation of the said Apartment or the Building under any circumstance and in case any deviation, breach, violation or default of this sub-clause;

e) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Apartment or any part of the Building or the Premises or may cause any increase in the premium payable in respect thereof;

f) not to make or permit or play any disturbing noises or loud sounds or music in the Premises or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers of the Building and/or disturb them;

g) not to use the lifts in case of fire and also not to use the lifts for the purpose of carriage or transportation of any goods, furniture, heavy articles, etc;

h) not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance Agency/Association;

i) not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation;

j) not to decorate the exterior of the Building otherwise than in the manner agreed by the Promoter in writing or in the manner as near as may be in which it was previously decorated and also not to alter or permit any alteration in the outside colour scheme of the exposed walls of the verandahs lounge or any external walls or the fences of external doors and windows including grills/gates of the said Apartment Unit which in the opinion of the Maintenance Agency differ from the colour Scheme of the Building or deviation or which in the opinion of the Maintenance Agency may affect the elevation in respect of the exterior walls of the Building and/or the Premises;

k) not to deposit or throw or permit to be deposited or thrown any garbage, rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas or installations of the Building and the Premises and to deposit the same in such place only in the Premises and at such time and in such manner as the Maintenance Agency may direct;

l) not to store or allow anyone to store any goods articles or things in or around the staircase, lobby, landings or other common areas or installations of the Building;

m) not to store in the said Apartment Unit or any part of the Premises any hazardous, combustible, inflammable, injurious or obnoxious article likely to injure, damage or prejudicially affect or expose the Premises or any part thereof and/or the Premises and/or any neighbouring property to any risk of fire or any accident;

- n) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Apartments in the Building;
- o) not to claim any right over and/or in respect of the roofs of the Building other than the right of common use in respect of the Common Roof Area or in respect of any open land at the Premises or in any other open or covered spaces of the Building and the Premises reserved or intended to be reserved by the Promoter/Owners for their own exclusive use and enjoyment and not meant to be a common area or portion and notwithstanding any inconvenience to be suffered by him;
- p) not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner and/or for any reason whatsoever, relating to or concerning the construction or completion or sale of the Building and/or the Apartments therein by the Owners/Promoter at any time, whether before or after the Date of Offer of Possession and/or delivery of possession of the said Apartment Unit to the Allottee, notwithstanding there being temporary inconvenience in the use and enjoyment of the said Apartment Unit by the Allottee and to be responsible and liable for all losses and damages which the Owners/Promoter may suffer in this regard due to any default by the Allottee;
- q) not to shift or obstruct any windows or lights in the said Apartment or the Building and not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Apartment without the prior consent in writing of the Promoter and/or the Association;
- r) not cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment;
- s) not to block or occupy or encroach upon or obstruct or keep any article or goods in any pathways, passages, corridors, stairways, entrances or lobby or any of the Common Areas in any manner whatsoever;
- t) not to permit any new window, light, opening, doorway, path, passage, drain or other encroachment or easement to be made or acquired in against out of or upon the said Apartment without the prior consent in writing of the Promoter and/or the Association;
- u) not to park or allow anyone to park any car at any place other than the space earmarked for parking car(s) of the Allottee, if any, mentioned in **Schedule A**;
- v) not to sell, transfer, let out or part with possession of the said Parking Space with any outsider who is not an Apartment Owner and if so agreed to be purchased by the Allottee hereunder, independent of the said Apartment and to use the same only for the purpose of parking of a motor car;
- w) not to use the said Apartment Unit for any purpose save and except for residential purpose and not to use the said Apartment Unit for any commercial, business or professional purpose including without limitation, as a doctor's chamber, diagnostic or testing unit, nursing home,

computer or educational training centre, repairing centre, commercial guest house, Club House, Eatery, boarding house, lodge, business centre, etc or for commercial, illegal or immoral purposes or in any manner that may cause nuisance to occupiers of the other portions of the Building;

x) not to do any addition, alteration, structural changes, construction or demolition in the said Apartment Unit without prior written permission from the Corporation and other concerned authorities as also the Maintenance Agency and also subject to the condition that the same is not restricted under any other provision of this Agreement;

y) not to raise or put up any kutchra or pucca constructions, grills, walls or enclosure of any kind around the said Parking Space or part thereof and keep it always open and not use it for dwelling or staying of any person or blocking it by putting any articles and not do anything to alter its current state;

z) not to make any claim of any nature whatsoever in respect of the Premises other than the said Apartment Unit hereby agreed to be transferred and the common enjoyment of the Common Areas;

aa) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the Building and shall not project anything out of any window of the Premises;

bb) not to keep or harbour any bird or animal in the Common Areas of the Premises;

cc) not to make claim of any right of pre-emption or otherwise regarding any of the other Apartments or any portion of the Building and/or the Premises;

dd) not to install any air-conditioner except at the designated place shown by the Promoter and at no point of time to change the position, cabling, vents and/or arrangement for the air-conditioner without prior written consent of the Promoter;

ee) not to install any external wires or cables that may be visible outside the said Apartment;

ff) not to put any film, whether coloured, reflective or otherwise on the windows/glass, whether external or internal;

gg) not to install any false ceiling in the said Apartment without first making provision for the fire sprinkler and fire alarm system to be appropriately installed at the costs of the Allottee in the manner that the same are visible and operative externally and outside the false ceiling and do not adversely affect the fire safety;

hh) not to subdivide the said Apartment Unit and/or the said Parking Space, if allotted, or any portion thereof

ii) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any portion of the Building and the Premises not forming part of the Common Areas;

jj) not to carry on or permit to be carried on at the said Apartment Unit or any part thereof at any time any dangerous, noisy, obnoxious or offensive act or any nuisance or do any act, matter or thing which may cause annoyance or inconvenience to the other Apartment Owners/occupiers of the Premises and/or the neighbourhood;

kk) not to use the said Apartment Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity which could subject the Vendors to any liability under environmental laws or any other laws;

ll) not to interfere in any manner with the right, title, interest or entitlement of the Vendors and/or their transferees in respect of other Apartment Units;

mm) not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in this Agreement; and

nn) not to change the Project name and its logo under any circumstances whatsoever.

3. The Allottee agrees, undertakes and covenants not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner or for any reason whatsoever relating to the Premises or concerning the development, construction or completion of the Premises including the Common Areas and/or any further extension, expansion, construction, addition or alteration therein from time to time and/or the transfer, sale or disposal of any Apartment Unit or any portion of the Building and/or the Premises.

4. The Allottee has agreed undertaken and covenanted not to question at any time the computation of the Super Built-up Area of the said Apartment Unit and not to claim or demand, under any circumstances whatsoever, details or calculations of the Super Built-up Area.

5. If at any time there be imposition of or enhancement of any tax, duty, levy, surcharge or fee (including Goods and Service Tax) under any statute or regulation on the Premises, the Building and/or the said Apartment Unit or on the construction or transfer of the said Apartment Unit or any portion thereof (whether payable to the concerned authority by the Promoter or Owners or the Allottee) the same shall be borne and paid by the Allottee wholly in respect of the said Apartment Unit and proportionately in respect of the Premises and the Building, without raising any objection thereto. The Promoter and/or the Owners shall not be liable for the same or any portion thereof under any circumstances whatsoever. The Allottee shall make such payment within 7 (seven) days of demand being made by the Promoter and/or the Owners and/or the concerned authority.

6. The Allottee shall have no connection whatsoever with the other Apartment Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Allottee and the other Apartment Owners (either express or implied) and the Allottee shall be responsible to the Vendors for fulfilment of the Allottee's obligations irrespective of non-compliance by any other Apartment Owner.

7. The Allottee shall be responsible for and shall keep the Vendors and the Maintenance Agency indemnified of from and against all damages, claims, demands, costs, charges, expenses and proceedings occasioned relating to the Premises or any part of the Building or to any person due to any negligence or any act, deed, thing or omission made done or occasioned by the Allottee and shall keep the Vendors and the Maintenance Agency indemnified of from and against all actions claims proceedings costs expenses and demands made against or suffered by the Vendors and the Maintenance Agency as a result of any act, omission or negligence of the Allottee or the servants, agents, licensees, invitees or visitors of the Allottee and/or any breach or non-observance by the Allottee of the Allottee's covenants and/or any of the terms herein contained.

8. The transaction contemplated herein is a single transaction of sale and purchase of the said Apartment Unit and does not constitute any Party to be the agent of the other Party and no form of service is contemplated. It is further hereby expressly intended and agreed by and between the parties hereto that nothing herein contained shall be construed to be a "Works Contract" and it is hereby further intended and agreed by and between the parties hereto that in the event any of the Vendors is liable to make payment of any Sales Tax, VAT, Works Contract Tax, Service Tax , Goods & Service Tax or any other statutory tax, duty or levy in respect of this Agreement or the transfer of the said Apartment contemplated hereby, the Allottee shall be liable to and agrees to make payment of the same at or before taking possession of the said Apartment Unit.

9. The Parties shall keep confidential all non-public information and documents concerning the transaction contemplated herein, unless compelled to disclose such information/documents by judicial or administrative process or by other requirements of law.

SCHEDULE K - COMMON EXPENSES

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the Building 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 Association) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Building and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the Building as usually are or ought to be.

3. Keeping the gardens and grounds of the Premises 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 (not forming part of any Apartment) in the Premises as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other Common Areas of the Building.
9. Cleaning as necessary of the areas forming part 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 Association 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 mechanical car park system.
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 Apartment Owners.
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 Apartment Owner.
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 Apartment.
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 any individual Apartment Owner.
19. The purchase maintenance renewal and insurance of equipment as the Association 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 Association it is reasonable to provide.

22. All fees, costs, charges, taxes and expenses for managing, maintaining and up-keeping the Mechanical Car Parking System including periodic maintenance, repair, replacement, renovation, overhaul, insurance, deployment of personnel and agency for its operation and other purposes, security, protection, depreciation etc.

23. Such time to be fixed annually as shall be estimated by the Association (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.

SCHEDULE L - RIGHTS OF THE MAINTENANCE AGENCY/ASSOCIATION

- a) Apportionment of any liability of the Allottee in respect of any expenses, taxes, dues, levies or outgoings payable by the Allottee pursuant to this Agreement or otherwise shall be Proportionate.
- b) The CAM Charges payable by the Allottee with effect from the date of issue of the Completion Certificate shall be payable on a monthly basis on the basis of the bills to be raised by Maintenance Agency/Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof.
- c) The Maintenance Agency/Association shall be entitled to revise and increase/decrease the CAM Charges from time to time and the Allottee shall not be entitled to object thereto.
- d) The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by Maintenance Agency/ Association (upon formation), within the prescribed due date, failing which the Allottee shall pay interest at the same rate prescribed in the Rules for delayed payments, for the period of delay, computed from the date the payment became due till the date of payment, to the Maintenance Agency/Association (upon formation), as the case may be. The Allottee also admits and accepts that apart from the above, the Maintenance Agency/Association shall also be entitled to withdraw, withhold, disconnect or stop all or any services, facilities and utilities to the Allottee and/or the said Apartment Unit including water supply, electricity, user of lift etc., in case of default in timely payment of the CAM Charges, Electricity Charges, Corporation taxes, Common Expenses and/or other payments by the Allottee after giving 15 days notice in writing.
- e) The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all costs and expenses relating to the Mechanical Car Parking System (including its running, maintenance, operation, repair, replacement, renovation, insurance etc.,) proportionately irrespective of whether the Allottee has facility of parking thereat as also such costs and expenses may be charged from the Allottee as part of the CAM Charges or proportionate Common Expenses or separately as the Maintenance Agency may deem fit and proper.

SCHEDULE M – OWNERS' AREA

TOTAL FLATS						
	TYPE	FLOOR	NO.	SUPER BUILT-UP AREA	CARPET AREA	TOTAL SUPER BUILT-UP AREA
	Flat Type – A 3BHK	2	1	2323	1384	2323
		3 TO 23	21	2274	1384	47754
	Flat Type – B 4BHK	2	1	3029	1729	3029
		3 TO 23	21	2828	1729	59388
TOTAL SUPER BUILT-UP AREA						112494
OWNERS' AREA @ 62.50%						70309
OWNERS' AREA						
	TYPE	FLOOR	NO.	SUPER BUILT-UP AREA	CARPET AREA	TOTAL SUPER BUILT-UP AREA
	Type – A 3 BHK	4, 5, 6, 7, 10, 11, 12, 15, 16, 17, 20, 21	12	2274	1384	27288
	Type – B 4 BHK	2	1	3029	1729	3029
	Type – B 4 BHK	4, 5, 6, 7, 10, 11, 12, 15, 16, 17, 20, 21, 22, 23	14	2828	1729	39592
TOTAL SUPER BUILT-UP AREA						69909
LESS AREA ALLOCATED						400
CAR PARKING						
OWNERS' SHARE						62.50%
PARKINGS					TOTAL	ALLOCATED
GROUND COVERED					16	10
TOTAL					16	10
PARKINGS					TOTAL	ALLOCATED
GROUND OPEN					60	38
MECHANICAL					26	16
TOTAL					86	54
TOTAL NOS. OF PARKING					102	64

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee:

(1) Signature _____

Please affix
Photographs
and sign across
the photograph

Name:

Address:

(2) Signature _____

Name:

Address:

Please affix
Photographs
and sign across
the photograph

(3) Signature _____

Name:

Address:

Please affix
Photographs
and sign across
the photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED
Promoter:

Signature _____

Name:

Address:

Please affix
Photographs and
sign across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED
Owners/Sellers:

Signature _____

Name:

Address:

Please affix
Photographs and
sign across the
photograph

At KOLKATA on _____ in the presence of:

WITNESSES:

(1) Signature _____
Name _____
Address _____

(2) Signature _____
Name _____
Address _____

Drafted by:

R. Ginodia & Co., Advocates
7C, Kiran Shankar Roy Road
Kolkata – 700 001

DATED THIS _____ DAY OF _____, 2019

BETWEEN

DAMODAR ROPEWAYS & INFRA LIMITED & ORS.

... Owners

AND

SALARPURIA SIGNUM COMPLEX LLP

... Promoter

AND

... Allottee

AGREEMENT FOR SALE/

Apartment Type	:	
Floor	:	

**R. Ginodia & Co.
Advocates
7C, Kiran Shankar Roy Road
Kolkata – 700 001.**

DATED THIS _____ DAY OF _____, 2019

BETWEEN

DAMODAR ROPEWAYS & INFRA LIMITED & ORS.

... Owners

AND

SALARPURIA SIGNUM COMPLEX LLP

... Promoter

AND

... Allottee

AGREEMENT FOR SALE/

Apartment Type	:	
Floor	:	

**R. Ginodia & Co.
Advocates
7C, Kiran Shankar Roy Road
Kolkata – 700 001.**