

THIS AGREEMENT made this _____ day of _____, Two Thousand Eighteen BETWEEN LOKA PROPERTIES PRIVATE LIMITED, PAN [•], a company incorporated under the Companies Act, 1956 having its registered office at premises No. 60A, Chowringhee Road, Police Station Bhowanipore, Post Office Bhowanipore, Kolkata-700 020, represented by its Director/Authorised signatory [•], PAN[•] hereinafter referred to as the OWNER (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and assigns) of the FIRST PART, PATCORP CONSTRUCTIONS PRIVATE LIMITED, PAN [•] a company incorporated under the Companies Act, 1956 having its registered office at premises No.207, Acharya Jagadish Chandra Bose Road, P.O. Circus Avenue, P.S. Beniapukur, Kolkata-700 017, represented by its Director/Authorised Signatory[•], PAN [•] hereinafter referred to as the PROMOTER/DEVELOPER (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and assigns) of the SECOND PART AND [•], having PAN [•], son/daughter/wife of [•], aged about [•] years, residing at [•], Post Office [•], Police Station [•], PIN [•] and (2) [•], having PAN [•], son/daughter/wife of [•], aged about [•] years, residing at Post Office [•], Police Station [•], PIN [•], hereinafter (jointly/collectively) referred to as the ALLOTTEE(S) (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their respective heirs, executors, administrators, legal representatives and assigns) of the THIRD PART;

[If the Allottee is a company]

[•], having PAN [•], having CIN [•], a company incorporated under the provisions of the Companies Act, 1956 or the Companies Act, 2013 having its registered office at [•], Post Office [•], Police Station [•], PIN [•], represented by its Director/Authorized Signatory [•], having PAN [•], son/daughter/wife of [•], residing at [•] Post Office [•], Police Station [•], PIN [•], duly authorized vide board resolution dated [•], hereinafter referred to as the "ALLOTTEE" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns), of the THIRD PART.

[OR]

[If the Allottee is a Partnership]

[•], having PAN [•], a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at [•], Post Office [•], Police Station [•], PIN [•], represented by its authorized partner [•], having PAN [•], son/daughter/wife of [•], residing at [•] Post Office [•], Police Station [•], PIN [•], duly authorized vide [•] hereinafter referred to as the "ALLOTTEE" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm and such other person(s) who may be taken or admitted for the benefit of the said partnership, their respective heirs, executors and administrators and assigns), of the THIRD PART.

[OR]

[If the Allottee is a HUF]

[•], having PAN [•], for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business/residence at [•], Post Office [•], Police Station [•], PIN [•], hereinafter referred to as the "ALLOTTEE" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the THIRD PART.

The Owners, Developer/Promoter and Allottee(s) shall hereinafter collectively be referred to as the "parties" and individually as a "party"

A. 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) as amended and/or substituted;

(b) ADVOCATES – shall mean VICTOR MOSES & CO., Solicitors & Advocates, Temple Chambers, 6, Old Post Office Street, Kolkata – 700 001 appointed by the Developer inter alia, for preparation of this agreement and Conveyance for transfer of the Apartment;

(c) APARTMENT - shall mean All That the Apartment No. [•] containing a carpet area of [•] sq. ft., type [•] BHK, WITH Exclusive balcony area of [•] sq feet, AND WITH Exclusive Right to use the Open Terrace adjoining the said Apartment containing an area of [•] Square Feet, be the same a little more or less on the [•] Floor of the Block/Tower No. [•] of the Project to be known as "SIGNUM ARISTO" more fully and particularly described in Part-I of the Third Schedule here under written together with car parking space no. [•] in the [•] level situated within the said Project more fully and particularly described in Part-II of the Third Schedule here under written and together with the prorata share in the Common Areas and the Common Facilities and Amenities to be used in common with the other Allottee(s) and Together with the said Share;

(d) ARCHITECT – shall mean such person or persons who is appointed by the Developer as the Architect for the said Project;

(e) ASSOCIATION – shall mean an Association of Allottees in the Project duly formed by the Developer under the provisions of West Bengal Apartment Ownership Act, 1972 or any other similar Act applicable thereto;

- (f) APPLICATION MONEY - shall have the meaning ascribed to it in Clause 1.12;
- (g) BOOKING AMOUNT - shall mean 10% of the Consideration for the Apartment which includes the Application Money;
- (h) CANCELLATION CHARGES - shall mean collectively (i) the Booking Amount; (ii) all interest liabilities of the Allottee(s) accrued till date of cancellation; and (iii) the stipulated charges on account of dishonour of cheque.
- (i) COMMON AREAS, FACILITIES AND AMENITIES – shall mean and include corridors, hallways, stairways, internal and external passages, passage-ways, pump house, the roofs of the residential buildings, common lavatories, Generator, drive-ways to and from the residential towers upto the commercial tower, drainage system and any other facilities in the Complex, which may be decided by the Developer in its absolute discretion and provided by the Developer and required for establishment, location, enjoyment, provisions, maintenance and/or management of the Complex as are mentioned in the Third Schedule hereunder written.
- (j) COMMON AREAS, FACILITIES AND AMENITIES BETWEEN THE COMMERCIAL TOWER AND THE RESIDENTIAL TOWERS – shall mean the overhead water tanks, underground reservoir, fire safety reservoir, water pumps and motors, water filtration plant, CCTV, Generator, transformer, Fire Fighting systems, drainage system, boundary wall, path, passage, driveways, entrance and exit, from the commercial tower to the municipal drain and any other facilities in the Complex, which may be decided by the Developer in its absolute discretion.
- (k) COMMON EXPENSES– shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the transferees and all other expenses for the Common Purpose including those mentioned in the Fourth Schedule hereunder written to be contributed, borne, paid and shared by the transferees. Provided however the charges payable on account of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-charge.
- (l) COMMON EXPENSES BETWEEN THE COMMERCIAL TOWER AND THE RESIDENTIAL TOWERS – shall mean the following expenses to

be shared in the proportion of [•] between the commercial tower users and the transferees of residential towers :

- I. Maintenance and Security Guard of the gate facing the commercial building.
- II. Maintenance and Security Guard of the entrance and exit point from Bidhan Sarani.
- III. Maintenance of underground water reservoir.
- IV. Maintenance of underground Fire safety reservoir.
- V. Maintenance of UGR/drainage system of the Commercial building and passage leading to the Main Gate.
- VI. Maintenance of Fire Fighting Installations
- VII. Lighting in the common areas.
- VIII. Water Filtration Plant.

(m) COMMON PURPOSES – shall mean and include the purpose of managing, maintaining and up keeping the said Project as a whole in particular the Common Areas, Common Facilities and Amenities, rendition of common services in common to the Allottees, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Allottees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas, Common Facilities and Amenities of the New Buildings and the Project in common.

(n) NEW BUILDINGS - shall mean the two new residential buildings constructed on part of the said Land, the complex being named "SIGNUM ARISTO", containing several independent and self contained flats/apartments, parking spaces and other constructed areas;

(o) PLAN - shall mean the plan for construction of the New Buildings sanctioned by Kolkata Municipal Corporation bearing Building Permit No. 2013020004 dated 10.05.2013 and wherever the context so permits or intends shall include any modifications and/or alterations thereto.

(p) PROJECT/COMPLEX – shall mean the three new independent Buildings- two buildings consisting of flats/units/parking space and the third a commercial building for which the Completion Certificate has already been issued by the Kolkata Municipal Corporation, and the car parking spaces whether open or covered within the complex and the Common Areas, Common Facilities and Amenities (sharing

amongst the residential buildings and the commercial building some common areas and facilities mentioned herein) constructed by the Developer/Promoter in terms of the Plan on the said land or on the part thereof and their surrounding areas being the entire area within the boundary of the said property.

- (q) RULES - means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (r) REGULATIONS - means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- (s) SAID LAND - shall mean All that the piece and parcel of land containing an area of measuring 3 Bighas 15 Cottahs 12 Chittacks and 7 sq. ft. equivalent to 5067.59 sq. mtrs. more or less as per Deeds but on actual measurement containing an area of 3 Bighas 10 Cottahs 12 Chittacks 26 sq. ft. equivalent to 4734.96 sq. mtrs. more or less, more fully and particularly described in the First Schedule hereunder written.
- (t) SAID SHARE – shall mean prorata undivided indivisible impartible share in the said land in the Project attributable to the apartment agreed to be purchased hereunder by the Allottee(s).
- (u) SECTION - means a section of the Act.
- (v) SERVICE INSTALLATIONS - shall comprise of sewers, drains, channels, pipes, water courses, gutters, main wires, cables, conduits, aerials, tanks, and soak ways and any other apparatus for the supply of water, electricity, telephone or television signals or for the disposal of foul or surface water.
- (w) SPECIFICATION – shall mean the specification for the said Apartment as mentioned in the Fifth Schedule hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.

All other words used herein shall have the same meaning, if defined in the Act or the Rules.

B. INTERPRETATION

- i. Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa.

- ii. Words in singular shall include the plural and vice versa.
- iii. Reference to a gender includes a reference to all other genders.
- iv. A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- v. Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement;
- vi. The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement; and
- vii. Words and expressions not defined herein but defined in the Act, shall have their meanings ascribed in the Act.

WHEREAS:

A) By a final decree dated the 16th day of May, 1904 passed in Partition & Administration Suit No. 49 of 1904 (Maharaj Kumar Gopendra Krishna Deb Bahadur & Ors. –Versus- Maharani Chandramoni & Ors.) by the Learned 2nd Sub-Judge, 24-Parganas at Alipore, Kumar Sailendra Krishna Deb Bahadur, was absolutely and, to the exclusion of others allotted All That the land and hereditament at the then premises No. 79, Cornwallis Street in the town of the then Calcutta.

B) The said premises No. 79, Cornwallis Street, Calcutta was subsequently numbered as premises No. 76/1, Cornwallis Street, Calcutta by the then Corporation of Calcutta and, thereafter, numbered as premises Nos. 76/1A, 76/1B and 76/1C, Cornwallis Street (now known as Bidhan Sarani), the then Calcutta.

C) The said Kumar Sailendra Krishna Deb Bahadur, who during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law, died intestate on the 6th day of February, 1937, leaving him surviving his only son- Kumar Arabinda Krishna Deb Bahadur, as his only heir and legal representative, who, upon his death became entitled to amongst others All That the two-storied brick-built, messuage, hereditament, dwelling and entertainment house and sheds known as Rangmahal Theatre Together With the land thereunto belong

containing an area of 1 Bigha, 1 Cottah, 12 Chittacks, 7 Sq. ft. be the same a little more or less whereupon or on the part whereof the same was erected and/or built situate lying at and being premises No. 76/1B, Cornwallis Street (now Bidhan Sarani), the then Calcutta (hereinafter referred to as the said First Property) absolutely and forever.

D) The said Kumar Arabinda Krishna Deb Bahadur, who was also a Hindu, governed by the Dayabhaga School of Hindu Law, died intestate on 24th day of September, 1953, leaving him surviving his only son- Kumar Ajayendra Krishna Deb Bahadur, as his only heir and legal representative, who, upon his death became entitled to the said First Property absolutely and forever.

E) By a Deed of Lease dated the 11th day of January, 1963 made between the said Kumar Ajayendra Krishna Deb Bahadur, therein referred to as the Lessor of the One Part and Mohtshan Ali & Ors., therein jointly referred to as the Lessees of the Other Part and registered with the Sub-Registrar of Assurances, Calcutta in Book No. I, Volume No. 32, Pages 1 to 15, Being No. 222 for the year 1963 (hereinafter referred to as the said lease), the said Kumar Ajayendra Krishna Deb Bahadur for the rent thereby reserved and on the terms, conditions and covenants therein contained, granted a lease unto and in favour of the said Mohtshan Ali & Ors. in respect of the said First Property for a term of thirty years commencing from the 1st day of January, 1963.

F) By an Indenture dated the 12th day of May, 1987 made between the said Kumar Ajayendra Krishna Deb Bahadur, therein referred to as the Owner of the One Part and Monohar Kumar Kankaria and Sm. Sashi Kankaria, therein jointly referred to as the Purchasers of the Other Part and registered with the Sub-Registrar of Assurances, Calcutta in Book No. I, Volume No. 39, Pages 427 to 442, Being No. 4398 for the year 1987, the said Kumar Ajayendra Krishna Deb Bahadur, for the consideration therein mentioned granted, transferred, conveyed, assigned and assured unto and in favour of the said Monohar Kumar Kankaria and Sashi Kankaria All That the said First Property subject to the said lease.

G) The said lease expired by efflux of time on the 31st day of December, 1993.

H) The said Monohar Kumar Kankaria and Sashi Kankaria instituted a suit for recovery of possession being Civil Suit No. 139 of 2003 in the Hon'ble High

Court at Calcutta against Mohtshan Ali & Ors. which was ultimately decreed in favour of the said plaintiffs.

I) The plaintiffs/decreed-holders obtained possession of the said First Property by execution of the said decree.

J) By an Indenture of Conveyance dated the 11th day of February, 2011 made between the said Monohar Kumar Kankaria and Sashi Kankaria therein jointly referred to as the Owners of the One Part and the Owner herein, therein referred to as the Purchaser of the Other Part and registered with the Additional Registrar of Assurances-II, Kolkata in Book No. I, CD Volume No. 6, Pages 4701 to 44715, Being No. 01870 for the year 2011, the said Monohar Kumar Kankaria and Sashi Kankaria, for the consideration therein mentioned granted, transferred, conveyed, assigned and assured unto and in favour of the Owner herein, All That the said First Property absolutely and forever.

K) One Giridharilal Baid was seised and possessed of and/or otherwise well and sufficiently entitled to All Those the two-storied brick-built, messuage, hereditament, dwelling, entertainment house and sheds known as Biswarupa Theatre Together With the land thereunto belong containing an area of 2 Bighas, 14 Cottahs be the same a little more or less whereupon or on the part whereof the same is erected and/or built situate lying at and being the premises Nos. 36B and 36C, Sahitya Parisad Street, the then Calcutta and 2B, Raja Raj Krishna Street, the then Calcutta (hereinafter jointly referred to as the 'said Second Property').

L) By a Deed of Settlement dated the 17th December, 1951 made between the said Giridharilal Baid, therein referred to as the Settlor of the One Part and the said Giridharilal Baid, Chhagun Mall Khawaswal, Lakshmi Chand Kundalia and Mool Chand Surana therein jointly referred to as the Trustees of the Other Part and registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 116, Pages 141 to 155, Being No. 4337 for the year 1951, the said Settlor created a trust named- Giridharilal Baid Trust and the transferred the said Second Property unto and in favour of the said trust.

M) Clause – 11 of the said Deed of Settlement inter alia, provides as follows-

“THAT it is hereby further declared that from and after the death of the Settlor’s son Manick Chand Baid, the said Trustees shall hold and stand possessed of the said Trust Properties together with all accretions and

accumulations in trust for such of the male issue or issues of the Settler's son Shova Chand Baid (deceased) and Manick Chand Baid or either of them as and then shall be living until the youngest of male issues by the two sons of the settler shall have attained the age of 21 years and shall then be eligible to convey and transfer the trust property together with all accretions and accumulations income on funds remaining in their hands to such male issues of the said Shova Chand Baid and Manick Chand Baid or either of them in equal shares absolutely if more than one and along if only one amongst them shall have survived the said Manick Chand Baid."

N) By necessary implication Clause-11 of the said Deed of Settlement, inter alia, provided that on the demise of the said Manick Chand Baid, the trust created shall stand modified or may be dissolved or extinguished at the discretion of the beneficiaries i.e the sons of Shova Chand Baid and Manick Chand Baid and on the youngest of them attaining the age of 21 years, would hold and/or become seized and possessed of the said Trust properties including the said Second Property in equal shares, each group having an undivided 50% share therein and would be capable of dealing with, alienating or entering into necessary agreement concerning or relating to the alienation or disposal of such undivided 50% share in the said trust properties.

O) The creation of the said trust was challenged in a suit being No. 1612 of 1958 before the Hon'ble High Court at Calcutta (Manikchand Baid -Versus-Giridharilal Baid & Ors.).

P) An Agreement dated the 30th day of March, 1959 was entered into by and between the parties to the said suit whereby and whereunder the disputes between the parties being the subject matter of the said suit was mutually settled and/or compromised and the trustees were empowered to look after, manage and supervise the said trust properties and to let, lease or otherwise demise the same as they think fit and proper.

Q) The said suit was finally disposed of by a Consent Decree dated the 13th day of April, 1959, whereby, the provisions of the said Deed of Settlement was, with the consent of all the parties therein varied and/or modified in terms of the said Agreement dated the 30th day of March, 1959, which formed part of the said consent decree.

R) In accordance with the said Compromise Decree dated 13th April, 1959, there were two groups of beneficiaries and each group having an undivided 50% share or interest in the said Second Property, the first group comprised of (i) Manick Chandra Baid and his sons viz. Bhanwarlal Baid and Bimal Singh Baid and his wife Dhani Devi Baid and the other group comprised of (1) Bijay Singh Baid, (2) Tej Singh Baid – both sons of Late Shova Chand Baid and (3) Chand Devi Baid, widow of Shova Chand Baid.

S) By a Deed of Lease dated the 5th day of May, 1973 made between the then trustees of Giridharilal Baid Trust therein jointly referred to as the Lessors of the One Part and Rashbehari Sarkar, therein referred to as the Lessee of the Other Part and registered with the Registrar of Assurances, Kolkata in Book No. I, Volume No. 193, Pages 144 to 166, Being No. 5170 for the year 1973, the said the then trustees of Giridharilal Baid Trust in consideration of the rent thereby reserved and on the terms, conditions and covenants therein contained, granted a lease unto and in favour of the said Rashbehari Sarkar in respect of the said Second Property for a period of 50 years commencing from the 5th day of May, 1973.

T) The said Rashbehari Sarkar died on the 16th day of March, 1995 after making and publishing his Last Will & Testament dated the 2nd day of February, 1995, whereby and whereunder, he gave devised and bequeathed his said leasehold interest in the said Second Property unto and in favour of his daughter- Jayanti Mishra.

U) The said Will of the said Rashbehari Sarkar was duly probated by the Hon'ble High Court at Calcutta on the 17th day of January, 1996.

V) The Manick Chand Baid who during his lifetime was a Hindu governed by Mitakshara School of Law died on or about 27th December, 2003.

W) By mutual arrangement and in concurrence and confirmation of the said Sm. Dhani Devi Baid it was agreed, decided and settled that the said Smt. Dhani Devi Baid upon receipt of a consideration on account of her 1/3rd share in the said undivided 50% share of Manick Chand Baid, deceased, shall allow the sons of Manick Chand Baid to deal with, dispose of, alienate and/or transfer by way of sale the said undivided 50% share left behind by Manick Chand Baid, deceased in the said Second Property.

X) By an Agreement dated 23rd October, 2003 and registered in the office of the Registrar of Assurances, Kolkata and recorded in Book No. I being Deed No.2429 for the year 2006 the said Bhanwarlal Baid and Bimal Singh Baid agreed to sell and the Owner herein agreed to purchase subject to concurrence and confirmation of the said Dhani Devi Baid and Bhojraj Dasani and Ruglal Surana, the then trustees, ALL THAT 50% share in the said Second Property on the terms, conditions and stipulations therein contained.

Y) The premises Nos. 36B and 36C, Sahitya Parisad Street and 2B, Raja Raj Krishna Street have since been amalgamated by Kolkata Municipal Corporation and now known as premises no. 2A, Raja Raj Krishna Street, Kolkata – 700006.

Z) By an Indenture of Sub-lease dated the 14th day of June, 2005 made between the said Sm. Jayanti Mishra, therein referred to as the Sub-Lessor of the One Part and Goldline Writing Instruments Limited therein referred to as the Sub-Lessee of other part and registered with the Additional Registrar of Assurance-I in Book No. 1, Volume I, pages 1 to 20 Being No. 03878 for the year 2005, the said Sm. Jayashri Mishra in consideration of the premium thereby reserved and in the terms and conditions therein contained granted a lease in respect of the said second property for the residue term of the said lease.

AA) By an Indenture of Conveyance dated the 31st day of August, 2006 made between Bhanwarlal Baid and Bimal Singh Baid, therein jointly referred to as the Owners of the First Part, the Owner herein, therein referred to as the Purchaser of the Second Part, Dhani Devi Baid, therein referred to as the First Confirming Party of the Third Part and Bhojraj Dasani and Ruglal Surana, therein jointly referred to as the Second Confirming Party of the Fourth Part and registered with the Additional Registrar of Assurances-II, Kolkata in Book No. I, Volume No. 1, Pages 1 to 21, Being No. 00963 for the year 2008, the said Bhanwarlal Baid & Anr. for the consideration therein mentioned, granted transferred, conveyed, assigned and assured unto and in favour of the Owner herein All That the undivided 50% part or share in the said Second Property absolutely and forever.

BB) By another Indenture of Conveyance dated the 2nd day of November, 2007 made between Vijay Singh Baid and Tej Singh Baid, therein jointly referred to as the Owners of the First Part, the Owner herein, therein referred to as the Purchaser of the Second Part and Bhojraj Dasani and Ruglal Surana,

therein jointly referred to as the Confirming Party of the Third Part and registered with the Additional Registrar of Assurances-II, Kolkata in Book No. I, Being No. 02775 for the year 2008, the said Vijay Singh Baid and Tej Singh Baid, for the consideration therein mentioned, granted transferred, conveyed, assigned and assured unto and in favour of the Owner herein All That the undivided 50% part or share in the said Second Property absolutely and forever.

CC) By a Deed of Surrender dated the 15th day of March, 2008 made between Sm. Jayanti Mishra, therein referred to as the Lessee of the first part and Goldline Writing Instruments Limited therein referred to as the Sub-Lessee and Confirming Party of the second part and the Owner herein, therein referred to as the Lessor of the third part, the said Sm. Jayanti Mishra and Goldline Writing Instruments Ltd. duly surrendered their respective lease and sublease in favour of the Owner absolutely and for ever.

DD) Thus the Owner became seized and possessed of and/or otherwise well and sufficiently entitled to ALL THOSE the First Property and the Second Property totalling to land measuring 3 Bighas 15 Cottahs 12 Chittacks and 7 sq. ft. equivalent to 5067.59 sq. mtrs. more or less as per Deeds but on actual measurement containing an area of 3 Bighas 10 Cottahs 12 Chittacks 26 sq. ft. equivalent to 4734.96 sq. mtrs. more or less more fully and particularly described in the First Schedule hereunder written (hereinafter collectively referred to as the Said Property) free from all encumbrances, charges, liens, lispensens, attachments, acquisitions, requisitions, trusts whatsoever.

EE) The Owner and the Developer had negotiated and arrived at an agreement to develop the Land comprised in the said property for mutual benefit which was recorded in a mutual document dated 26th April, 2011 and it was agreed that a formal Development Agreement pursuant to the said document would be executed at a later date.

FF) The Owner has got its name duly mutated and got the said two premises being premises No. 76/1B, Bidhan Sarani and premises No. 2A, Raja Rajkrishna Street, Kolkata-700 006 amalgamated and the amalgamated premises is now known and numbered as premises No. 76/1B, Bidhan Sarani, Kolkata- 700006.

GG) There is a road alignment on Bidhan Sarani and Sahitya Parishad Street and a piece of land containing an area of 127.66 sq. mtrs. more or less has been kept reserved for such road alignment on Sahitya Parishad Street and a piece of land containing an area of 95.84 sq. mtrs. more or less has been kept reserved for such road alignment on Bidhan Sarani.

HH) The Developer got a plan duly sanctioned by the Kolkata Municipal Corporation having Building Permit No. 2013020004 dated 10.05.2013 for construction of three independent buildings on the Said Property, the first one was for the residential purpose and, the last two were for commercial use.

II) The Developer thereafter decided to construct two residential buildings and one commercial building and accordingly the Developer applied for and obtained change of user of another building by the side of Burtolla Police Station for residential use.

JJ) By a Supplementary Agreement dated the 6th day of February'2014 made between the Vendor herein, therein referred to as the Owner of the One Part and the Developer herein, therein referred to as the Developer of the Other Part and the Parties therein had recorded the terms of conditions of development as modified mutually.

KK) By a Development Power of Attorney dated the 16th day of July'2015 made between the Vendor therein referred to as the Owner of the One Part and the Developer therein referred to as the Attorney of the Other Part and registered with the Additional Registrar of Assurances II, Kolkata in Book No. I CD Volume no. 1902-2015 Pages 42822 To 42840 Being No. 190207613 for the year 2015 the parties therein recorded the terms and conditions of development of the said land for mutual benefit.

LL) The Owners and the Promoter are fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Promoter regarding the said Land, have been completed.

MM) The Promoter has registered the Project under the provisions of the Act having registration No. ;

NN) The Allottee(s) has/have applied for allotment of an apartment in the said the Project under development vide application No. _____ dated _____ and has been allotted Apartment No. _____ having carpet area of

_____ square feet WITH Exclusive balcony area of ____ sq feet, WITH Exclusive Right to use the Open Terrace adjoining the said Apartment containing an area of _____Square Feet, on the ____ floor in Block/Tower No. ____ more fully mentioned in Part I of the Second Schedule hereto along with _____ number car parking in the basement/ground floor _____ more fully mentioned in Part II of the Second Schedule hereto (hereinafter collectively referred to as the "said Apartment") to be developed in accordance to the Specifications as mentioned in Fifth Schedule hereto and pro rata share in the common areas Amenities and Facilities of the said Project more fully mentioned in the Third Schedule hereto.

OO) The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. On demand from the Allottee(s), the Promoter has given inspection to the Allottee(s) of all the documents of title relating to the Said Land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Act.

LL) It is hereby agreed that the application form shall be deemed to be a part of this Agreement.

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

NN) 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.

OO) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Owner and the Promoter hereby agree to transfer their right title and interest in the Apartment together with the pro rata share in the common areas of the Project under development and the right to enjoy all Common Amenities and Facilities of the Project and the Allottee(s) hereby agree(s) to purchase the said Apartment.

PP) It has been agreed by the parties that the Association of all the Allottee(s) of all the blocks/towers in the said Project as and when the said Project is completed in its entirety shall own in common all Project Common

amenities and facilities of the Project together with all easements, rights and appurtenances belonging thereto.

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 Owner and the Promoter agree to sell to the Allottee(s) and the Allottee(s) hereby agree(s) to purchase, the said Apartment as specified in recital H above.

1.2.1 The Total Consideration of the Apartment is Rs. _____ (Rupees _____) only ("Total Consideration of Apartment").

Block/Tower No.____ Apartment No.____ Type ___ BHK Floor _____	Rate of Apartment per square foot of carpet area : Rs._____/-
Cost of apartment	Rs._____/-
Cost of exclusive balcony or verandah areas	Rs._____/-
Cost of exclusive open terrace	Rs._____/-
Prorata cost of common areas	Rs._____/-
Preferential Location Charges	Rs._____/-
Parking - (Open/Covered/Basement/Mechanical)	Rs._____/-
Total Consideration for the Apartment	Rs._____/-

1.2.2 The Total GST in respect of Apartment is Rs._____/ - (Rupees _____) only ("Total GST") shall be payable to the Owner and the Promoter in equal.

1.2.3 The Total Extras Charges and deposits in respect of Apartment is Rs._____/ - (Rupees _____) only ("Total Extras and Deposits") shall be payable to the Promoter only.

DEPOSITS :	
Municipal property tax deposit- This amount is payable against proportionate share of Kolkata Municipal Corporation Property Tax for the said Apartment for twelve months.	Rs. _____/-
Sinking Fund- This amount is payable as funds for future repairs replacement, improvements and developments in the said Project. This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes as the Developer or the Association deem fit and proper.	Rs. _____/-
Total Deposits	Rs. _____
EXTRA CHARGES	
Transformer Charges & Electricity Charges- This amount is payable for the said Apartment as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Developer in making arrangement with CESC Ltd. for providing and installing transformer at the said Project.	Rs. _____/-
Legal and Documentation Charges	Rs. _____/-
Association Formation Charges	Rs. _____/-
Diesel Generator Power Backup- This amount is payable for the installation of Diesel Generator ("DG") for power backup to run the basic facilities in the Project.	Rs. _____/-
Advance Maintenance Charges- This amount is payable against 12 months advance maintenance charges for the said Apartment	Rs. _____/-
Total Extras (in Rupees)	Rs. _____/-

Explanation:

- (i) The Total Consideration of Apartment above includes the booking money paid by the Allottee(s) to the Owner and the Promoter in equal towards the said Apartment.
- (ii) The Total Consideration of Apartment, Total GST and The Total Extras and Deposits as mentioned in clause 1.2.1, 1.2.2 and 1.2.3 above include taxes (consisting of tax paid or payable by the Vendor and the the Promoter by way of Goods and Services Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the said Apartment to the Allottee(s) and the said Project to the association of Allottee(s) after obtaining the completion certificate.

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

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

Provided the Allottee(s) shall pay the Deposit to CESC Ltd. directly on account of Individual Meter.

- (iii) The Owner and the Promoter shall periodically intimate in writing to the Allottee(s), the amount payable as stated in 1.2.1, 1.2.2 and 1.2.3 above and the Allottee(s) shall make payment as demanded by the Vendor and the Promoter within the time and in the manner specified therein. In addition, the Vendor and the Promoter shall provide to the Allottee(s) 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 consideration of Apartment, Total GST and The Total Extras and Deposits as mentioned in Clause 1.2.1, 1.2.2 and 1.2.3 includes recovery of price of land, cost of construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint the exterior of the blocks/towers, marbles, tiles,

doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

- 1.2.4 TDS: If applicable, the tax deductible at source (TDS) under the Income Tax laws shall be deducted by the Allottee(s) on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee(s) shall provide proper certificate thereof to the Promoter within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee(s) to the concerned authority or proper certificate thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee under this agreement and the amount thereof shall be treated as outstanding.
- 1.3 The Total Consideration of Apartment, Total GST and Total Extras and Deposits as mentioned in Clause 1.2.1, 1.2.2 and 1.2.3 respectively is escalation-free, save and except increases which the Allottee(s) hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, costs/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided That if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority as per the Act, the same shall not be charged from the Allottee(s).
 - (i) If prior to execution of the conveyance, the Allottee(s) nominates his/their provisionally allotted apartment unto and in favor of any other person or persons in his/their place and stead, the Allottee may do so with the permission of the Promoter subject to payment of nomination charge of Rs [·] (Rupees [·] only).
 - (ii) The Allottee(s) agree(s) and understand(s) that all the standard fitting, interiors, furniture, kitchenette and fixtures and dimension provided in the show/model residential Unit exhibited at the site only provides a representative idea and the actual Apartment agreed to be constructed may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make,

colour, shade, shape and appearance from the ones provided in the model Apartment and the Allottee(s) shall not be entitled to raise any claim for such variation.

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in the Sixth Schedule hereto ("Payment Plan").
- 1.5 The Owner and the Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments for the period by which the respective installment has been preponed. The rate of discount shall be decided by the Owner and the promoter and that shall be binding upon the Allottee(s). The Provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.
- 1.6 The Allottee(s) agree(s) that he/she/they is/are aware that the Promoter is developing and/or proposing to develop in due course, other phases of the Project including the commercial complex on lands in the proximity as well.
- 1.7 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plan, layout plans and specifications and the nature of fixtures, fittings and amenities described herein in the Fifth Schedule hereunder (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Apartment without the previous written consent of the Allottee(s) as per the provisions of the Act. Provided That the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations in accordance with the provisions of the Act. The Promoter shall take prior approval of the Allottee for extra charges, if any, as may be applicable for such addition- alteration.
- 1.8 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee(s) after the construction of the respective Block/Tower is complete and the occupancy certificate or such other certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total Consideration of Apartment, Total GST and The Total Extras and Deposits as mentioned in clause 1.2.1, 1.2.2 and 1.2.3 payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by the Allottee(s) within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such excess amount was paid by the Allottee(s). If there is any increase in the carpet area, which is not

more than three percent of the carpet area of the apartment, allotted to Allottee(s), the Promoter may demand that from the Allottee(s) as per the next milestone of the Payment Plan as provided in the Sixth Schedule. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2.1 of this Agreement.

- 1.9 Subject to Para 9.3, the Promoter agrees and acknowledges that the Allottee(s) shall have the right to the Apartment as mentioned below:
- (i) The Allottee(s) shall have exclusive ownership of the Apartment;
 - (ii) The Allottee(s) shall also have right to use the Common Areas to be transferred to the Association of allottees, undivided prorata share in such Common Area of the said Project is included in the Apartment as per applicable laws. Since the share/interest of the Allottee(s) in the Common Areas of the said Project is undivided and cannot be divided or separated, the Allottee(s) shall use all Common Amenities & Facilities along with other occupants, maintenance staff etc. of the Project, without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Amenities & Facilities to the Association of Allottees after duly obtaining the completion certificate from Kolkata Municipal Corporation for the Project. Further, the right of the Allottee to use the Common facilities shall always be subject to the timely payment of maintenance charges and other charges as applicable from time to time.
 - (iii) The Allottee(s) has/have the right to visit the said Project site to assess the extent of development of the said Project and his/her/their Apartment, subject to prior consent of the Project Engineer and complying with all safety measures while visiting the site without in any way interfering with the construction or finishing work.
 - (iv) The Promoter will not entertain any request for modification in the layouts of the Apartment and external facade of the Blocks/Towers and common areas including common facilities and amenities.
- 1.10 It is made clear by the Promoter and the Allottee(s) agree(s) that the Apartment along with the one parking space 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 Project Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee(s). It is clarified that Project Common Amenities

& Facilities shall be available only for use and enjoyment of the Allottees of the said Project as specified herein.

- 1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee(s), which it has collected from the Allottee(s), for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including its mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the said Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee(s) or any liability, its mortgage loan and interest thereon before transferring the apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the Apartment, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.12 Out of the Booking Amount, the Allottee(s) has/have paid a sum of Rs. _____/- (Rupees _____ only) as application money ("Application Money") at the time of applying for the Apartment, the receipt of which the Promoter hereby acknowledges. On or before the Effective Date (the date of execution of this agreement) the Allottee(s) has/have paid the balance Booking Amount of Rs. _____/- (Rupees _____ only). The Booking Amount forms part of the Total Consideration and the Allottee(s) hereby agree(s) to pay the remaining price of the said Apartment as prescribed in the Payment Plan [SIXTH SCHEDULE] as may be demanded by the Promoter within the time and in the manner specified therein.

Provided That if the Allottee(s) delay(s) in payment towards any amount which is payable, he shall be liable to pay interest at the rate of the then prime lending rate of the State Bank of India plus two percent thereon per annum from the date of such default until payment.

2. MODE OF PAYMENT: Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Owner/Promoter, within the stipulated time as mentioned in the Payment Plan in the Sixth Schedule through A/c Payee cheque/demand draft/banker's cheque or online payment (as applicable) in favour of & in favour of payable at Kolkata. Time shall be the essence of the contract in this regard.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:
 - 3.1 The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made 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 Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understand(s) and agree(s) that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
 - 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee(s) and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.
4. ADJUSTMENT/APPROPRIATION OF PAYMENTS: The Allottee(s) authorizes the Promoter to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee(s) against the said Apartment if any, in his/her name and the Allottee(s) undertake(s) not to object/demand/direct the Promoter to adjust such payments in any other manner.
5. TIME IS ESSENCE: The Promoter shall abide by the time schedule for completing the said Project as disclosed at the time of registration of the said project with the Authority and towards handing over the said Apartment to the Allottee(s) and the common areas to the association

of Allottees or the competent authority, as the case may be, subject to the same being formed and registered

6. CONSTRUCTION OF THE PROJECT/ APARTMENT: The Allottee(s) has/have seen the sanctioned plan which has been approved by Kolkata Municipal Corporation, as represented by the Promoter, proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the said sanctioned plan, floor plan, payment plan and the specifications, amenities and facilities mentioned herein. The Promoter shall develop the Project in accordance with the said sanctioned plan, layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans which shall be approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by such authorities and shall not have an option to make any variation/alteration/modification in such plans, other than as agreed upon or in the manner provided under applicable laws, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Apartment - The Promoter agrees and understands that timely delivery of possession of the said Apartment to the Allottee(s) and the Common Areas to the Association or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the said Apartment along with ready and complete Common Areas, all specifications, amenities and facilities of the said Project in place on [•] with a grace period of 6 months 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 or any unforeseen occurrences, acts, court order, events, omissions or accidents which are beyond the reasonable control of the Owner and the Promoter so prevented and does not arise out of a breach by such Party of any of its obligations under this agreement ("Force Majeure"). If however, the completion of the said Project is delayed due to the Force Majeure conditions then the Allottee(s) agree(s) that the Promoter shall be entitled to the extension of time for delivery of possession of the said Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agree(s) and confirm(s) that, in the event it becomes impossible for the Promoter to implement the said Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s)

the entire amount {less any taxes collected from the Allottee(s)} received by the Promoter from the allotment within 45 (forty five) days from that date. The Promoter shall intimate the Allottee(s) about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee(s) agree(s) that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited including stamp duty, registration charges and incidental charges with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee(s) shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

- 7.2 Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate/completion certificate from the competent authority shall offer in writing the possession of the Apartment (Possession Notice), to the Allottee(s) in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate/completion certificate (Possession Date). Provided That, in the absence of local law and subject to the Allottee(s) complying with his obligations hereunder, the conveyance deed in favour of the Allottee(s) shall be carried out by the Owners and the Promoter within 3 (three) months from the date of issue of occupancy certificate/completion certificate subject to the Allottee making payment on account of stamp duty, registration fee etc., Provided Further That the Promoter shall not be liable to deliver possession of the Apartment to the Allottee nor to execute or cause to be executed Conveyance Deed or other instruments until such time the Allottee makes payment of all amounts as mentioned in 1.2.1, 1.2.2 and 1.2.3 agreed and required to be paid hereunder by the Allottee and the Allottee has fully performed all the terms conditions and covenants of this Agreement and on the part of the Allottee to be observed and performed until then. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter, not due to any act or omission on the part of the Allottee(s). The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be, after the issuance of the Occupancy certificate/Completion certificate for the said Project. The Promoter shall hand over copy of the occupancy certificate/completion certificate of the Apartment to the Allottee(s) at the time of conveyance of the same. The Promoter shall hand over copy of the occupancy

certificate/completion certificate to the Association after the formation of the Association.

- 7.3 Failure of Allottee(s) to take possession of Apartment – Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee(s) shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as required and the Promoter shall give possession of the Apartment to the Allottee(s). In case the Allottee(s) fail(s) to take possession within the time provided in para 7.2 such Allottee(s) shall be deemed to be in such possession and the Allottee(s) shall be liable to pay maintenancs charges, municipal tax and other outgoings and further pay holding charge of Rs.5,000/- (Rupees five thousand only) per month or part thereof to the Promoter for the period of delay in taking possession from such date as notified in the Possession Notice (Deemed Possession).

On and from the Possession or Deemed Possession date:

- (i) The Apartment shall be at the sole risk and cost of the Allottee(s) and the Promoter shall have no liability or concern thereof;
 - (ii) The Allottee(s) shall become liable to pay the Maintenance Charges in respect of the said Apartment and the Common Areas;
 - (iii) All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the Common Areas shall be paid and borne by the Allottee(s) proportionate to his interest therein and those relating only to the said Apartment shall be borne solely and conclusively by the Allottee(s).
 - (iv) All other expenses necessary and incidental to the management and maintenance of the said Project.
- 7.4 Possession by the Allottee(s) – After obtaining the occupancy certificate/completion certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the Association of Allottees or the competent authority, as the case may be within 30 (thirty) days after obtaining the occupancy/completion certificate.
- 7.5 Cancellation by Allottee(s) - The Allottee(s) shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act.

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

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited including stamp duty, registration charges and incidental charges with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee(s) shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

- 7.6 Compensation - The Owner/Promoter shall compensate the Allottee(s) in case of any loss caused to him due to defective title of the land on which the Project is being developed or has been developed, in the manner as provided under applicable laws and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act or for any other reason, the Promoter shall be liable, on demand to the Allottee(s), in case the Allottee(s) wish(es) to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by it in respect of the said Apartment, with applicable interest rate in the manner as provided under applicable laws within 45 (forty-five) days of it becoming due.

Provided That where the Allottee(s) do(es) not intend to withdraw from the Project, the Promoter shall pay the Allottee(s) applicable interest for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee(s) within 45 (forty-five) days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER: The promoter and/or Owner hereby represent/s and warrant/s to the Allottee(s) as follows:
- (i) The Owner has absolute, clear and marketable title with respect to the said Land; The Promoter has the requisite rights to carry out development upon the said Land and absolute, actual,

physical and legal possession of the said Land for the said Project;

- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Project;
- (iii) Save what has been disclosed herein, there are no other encumbrances upon the Said Land or the Project as on the Effective Date;
- (iv) There are no litigations pending before any court of law or authority with respect to the said Land/Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the said Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain in compliance with all applicable laws in relation to the said Project, said Land, Blocks/Towers and apartment and the Common Areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may be prejudicially affected;
- (vii) The Owner/Promoter have/has not entered into any agreement for sale and arrangement with any person or party with respect to the said Apartment which will, in any manner, affect the rights of the Allottee(s) under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Conveyance Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee(s) and the Common Amenities & Facilities of the said Project to the association of Allottees or the competent authority, as the case may be, after the completion of the entire project;

- (x) The said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Land;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damage and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate of the said Project has been issued and possession of apartment or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee(s) and the Association of Allottees or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local, body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Land) has been received by or served upon the Owner/Promoter in respect of the said Land and/or the said Project;

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of default, in the following events:
- (i) If the Promoter fails to provide ready to move in possession of the said Apartment to the Allottee(s) within the time period specified in para 7.1 or fails to complete the said Project within the stipulated time disclosed at the time of registration of the said Project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the said Apartment shall be in a habitable condition, which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate/completion certificate, as the case may be has been issued by the competent authority.
 - (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of default by Promoter under the conditions listed above, the Allottee(s) is/are entitled to the following:

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stop(s) making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) to the Promoter under any head whatsoever towards the purchase of the Apartment, along with interest at the rate of the then prime lending rate of the State Bank of India plus two percent thereon per annum within 45 (forty-five) days of receiving the termination notice subject to the Allottee(s) shall prior to receipt of refund on the above account from the Promoter, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter. Provided That where an Allottee(s) do(es) not intend to withdraw from the said Project or terminate the Agreement, he shall be paid by the Promoter, interest at the rate of the then prime lending rate of the State Bank of India plus two percent thereon per annum, 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(s) within 45 (forty-five) days of it becoming due.

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee(s) shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

9.3 The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottee(s) fail(s) to make any of the payments within the due dates as per the Payment Plan annexed hereto, despite having been issued notice in that regard. The Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate of the then prime lending rate of the State Bank of India plus two percent thereon per annum from the date of default till actual payment is made;
- (ii) In case of default by Allottee(s) under the condition listed above

continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the said Apartment in favour of the Allottee(s) and forfeit an amount equal to the Cancellation Charges and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottee(s) shall, subject to Clause 7.5 above, be returned by the Promoter to the Allottee(s) within 45 (forty-five) days of such cancellation and this Agreement shall thereupon stand terminated.

10. **CONVEYANCE OF THE SAID APARTMENT:** The Owner and the Promoter, on receipt of Total Consideration of the Apartment, Total GST and the Total Extras and Deposits as mentioned in clause 1.2.1, 1.2.2 and 1.2.3 herein from the Allottee(s) shall execute a conveyance deed and convey the title of the Apartment together with the prorata share in the Common Area of the said Project within 3 months from the date of issuance of the Occupancy Certificate and/or the Completion Certificate, as the case may be, to the Allottee(s). However, in case the Allottee(s) fail(s) to deposit the stamp duty and/or registration charges and/or other charges within the period mentioned in the notice, the Allottee(s) authorize(s) the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges and/or other charges to the Promoter is made by the Allottee(s). All liabilities owing to such non-registration shall be to the account of the Allottee(s) and the Allottee(s) shall indemnify and keep the Promoter saved harmless and indemnified of from and against all loss damage costs claims demands suffered or incurred to likely to be suffered or incurred by the Promoter.
11. **MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT:** The Promoter shall be responsible to provide and maintain essential services in the said Project till the taking over of the maintenance of the said Project by the association of Allottees upon the issuance of the completion certificate of the said Project. The cost of such maintenance has been included in the Total Extras and Deposits of the said Apartment as mentioned in Clause 1.2.3.
12. **DEFECT LIABILITY:**
 - 12.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of obtaining Completion Certificate, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time,

the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

It is clarified that the said responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse or negligent use (ii) unauthorised modifications or repairs done by the Allottee or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments and (v) accidents.

Provided that where the manufacturer's warranty as shown by the Promoter to the Allottee(s) ends before the defect liability period and such warranties are covered under the maintenance of the said Apartment but the annual maintenance contracts are not done/renewed by the Allottee(s), the Promoter shall not be responsible for any defects occurring due to the same. The said Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Promoter/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities and facilities wherever applicable. The Allottee(s) has/have been made aware and the Allottee(s) expressly agree(s) that the regular wear and tear of the Apartment excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20° C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee(s) it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Apartment and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/association of Allottees shall have the right of unrestricted access to all Common Areas, garages/covered parking and open parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

Use of basement and service areas: The basement(s) and service areas, if any, as located within the Project shall be earmarked for purposes such as parking spaces and services including but not limited to electrical sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire lighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1 Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Block/Tower, or the said Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment and keep the said Apartment, its walls and partitions, sewers, drains, pipes 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(s) further undertake(s), assure(s) and guarantee(s) 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 Block/Tower or anywhere on the exterior of the said Project, Towers therein or Common Areas. The Allottee(s) 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(s) shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Block/Tower. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the said Apartment.
- 15.3 The Allottee(s) shall plan and distribute his electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee(s) shall be responsible for any loss or damage arising out of breach of any of the aforesaid conditions.

- 15.4 Cable/Broadband/Telephone Connection: The Promoter shall make provisions only for service providers as selected by the Promoter for providing the services of cable, broadband, telephone etc. The Allottee(s) (as also other unit owners) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the Building or any window antenna, excepting that the Allottee(s) shall be entitled to avail the cable connection facilities of the designated two service providers to all the Apartments.
16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES: The parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the said Project.
17. ADDITIONAL CONSTRUCTIONS: The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project, except for minor changes or alterations as may be necessary due to architectural or structural reasons or as may be mutually agreed to or permitted in accordance to applicable laws.
18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE: After the Owner and the Promoter executes this Agreement he 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(s) who has/have taken or agreed to take such Apartment.
19. APARTMENT OWNERSHIP ACT: The Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter will show compliance of various laws/regulations as applicable in West Bengal.
20. BINDING EFFECT: Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) sign(s) and deliver(s) 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(s) and secondly, appears for registration of the same before the concerned authorities as and when intimated by the Promoter. If the Allottee(s) fail(s) to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the concerned authorities for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for

rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), the application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

Provided that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee(s) shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

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 in regard to the said Apartment, as the case may be.
22. RIGHT TO AMEND: This Agreement may only be amended by written consent of the parties.
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 said Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the said Apartment, in case of a transfer, as the said obligations will go along with the said Apartment for all intents and purposes.
24. WAIVER NOT A LIMITATION TO ENFORCE:
 - 24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Sixth Schedule] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.
 - 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 amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: Wherever in this Agreement it is stipulated that the Allottee(s) has/have to make any payment, in common with other Allottee(s) in the said Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the said Project.
27. FURTHER ASSURANCES: All parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
28. PLACE OF EXECUTION: The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory, at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee(s), in Kolkata after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution of the said Agreement shall be registered at the office of the Sub Registrar at Alipore. Hence, this Agreement shall be deemed to have been executed at Kolkata.
29. NOTICES: All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by registered post at their respective addresses specified hereinabove or such other address as either of the Parties, may from time to time, designate by notice in writing to the other Parties.

30. JOINT ALLOTTEES: In case there are joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.
31. SAVINGS: Any application letter, allotment letter, agreement, or any other document signed by the Allottee(s), in respect of the said Apartment, prior to the execution and registration of this Agreement for such apartment, shall not be construed to limit the rights and interests of the Allottee(s) under this Agreement or under the Act or the rules and regulations made thereunder.
32. GOVERNING LAW: 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 settled under the Arbitration & Conciliation Act, 1996. Courts of Kolkata alone shall have jurisdiction to entertain or decide any dispute between the parties.
34. MISCELLANEOUS: The parties have agreed that notwithstanding anything to the contrary contained in this Agreement hereinbefore, the Agreement shall be subject to the following other respective terms conditions and covenants on the parts of the Owner, Promoter and Allottee(s) to be respectively paid observed and performed, as the case may be.
 - 34.1 The Allottee(s) prior to execution of the Deed of Conveyance of the said Apartment, nominates unto and in favor of any other person or persons in his/her/their place and stead, the Allottee(s) may do so with the permission of the Promoter subject to payment of a sum of Rs [·], plus applicable taxes to the Promoter. Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Allottee paying to the Promoter agreed compensation equivalent to the income tax payable on such difference

at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Allottee on or before nomination.

However, the Allottee(s) shall be entitled to transfer or assign the benefits /rights of the Allottee(s) under this Agreement or nominate any person excluding a person who already has purchased an Apartment in the said Project or his/her/their spouse or minor children.

The Allottee(s) admit(s) and accept(s) that after the Lock in period (mentioned herein below) and before the execution and registration of conveyance deed of the said Apartment, the Allottee(s) will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:

- (a) Allottee to Make Due Payments:
The Allottee(s) shall make payment of all dues, including any interest for delay, to the Promoter in terms of this Agreement, up to the time of nomination.
- (b) Lock-in Period:
The Allottee(s) cannot nominate in favour of any third party before the expiry of a period of 30 (thirty) months from the date of this Agreement.
- (c) Prior Written Permission and Tripartite Agreement:
In respect of any nomination, the Allottee(s) shall obtain prior permission of the Promoter and the Allottee(s) and the nominee shall be bound to enter into a tripartite agreement with the Promoter and the Allottee(s).

34.2 The Allottee(s) agree(s) and understand(s) that all the standard fitting, interiors, furniture, kitchenette and fixtures and dimension provided in the show/model residential Unit exhibited at the site only provides a representative idea and the actual Apartment agreed to be constructed will be as per specifications mentioned in this agreement in Fifth Schedule and the same may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model unit and the Allottee(s) shall not be entitled to raise any claim for such variation.

- 34.3 In the event of the Allottee(s) obtaining any financial assistance and/or housing loan from any bank/ financial institution the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the Agreement between the Allottee(s) and the Bank/ financial institution, SUBJECT HOWEVER the Promoter being assured of all amounts being receivable for sale and transfer of the said Apartment and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee(s) from such bank/ Financial Institution.
- 34.4 In case payment is made by any third party on behalf of Allottee(s), the Promoter will not be responsible towards such third party making such payment/remittances on behalf of the Allottee(s) and such third party shall not have any right in the Application and/or Allotment, if any, in any manner whatsoever and the Promoter shall issue the payment receipts in the name of the Allottee(s) only.
- 34.5 In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the Fifth Schedule.
- 34.6 If due to any act, default or omission on the part of the Allottee(s), the Promoter is restrained from construction of the said Project and/or transferring and disposing of the other Apartments in the Project or Complex then and in that event without prejudice to the Promoter's such other rights the Allottee(s) shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.
- 34.7 The Promoter will not entertain any request for modification in the internal layouts of the Apartment of the Block/Tower. In case the Allottee(s) desire(s) (with prior written permission of the Promoter) to install some different fittings /floorings on his/her/their own within the said Apartment, he/she/they will not be entitled to any reimbursement or deduction in the value of the said Apartment. For this purpose, in only those cases where the Allottee(s) has/have made full payment according to the terms of payment, at its sole discretion, the Promoter may allow any Allottee access to the Apartment prior to the Possession Date for the purpose of interior decoration and/or furnishing works at

the sole cost, risk and responsibility of such Allottee(s) provided that such access will be availed in accordance with such instructions of the Promoter in writing and that the right of such access may be withdrawn by the Promoter at any time without assigning any reasons.

- 34.8 The Allotment is personal and the Allottee(s) shall not be entitled to transfer, let out, alienate the said Apartment without the consent in writing of the Promoter PROVIDED HOWEVER after the full payment of the entire price and other amounts and registered conveyance the Allottee(s) shall be entitled to let out, grant, lease and mortgage and/or deal with the said Apartment for which no further consent of the Promoter shall be required. All the provisions contained herein and the obligations arising hereunder of the said Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.
- 34.9 On and from the date of possession of the said Apartment, the Allottee(s) shall:
- a. Co-operate in the management and maintenance of the said Project.
 - b. Observe, comply and abide by the rules framed from time to time by the Promoter and subsequently by the Association of Allottees, after the same is formed, for the beneficial common use and enjoyment of the common areas and common amenities and facilities provided in the said 'Project'.
 - c. Pay and bear the proportionate share of the expenses to be incurred in common to the Promoter, until formation of the Association of Allottee(s) including the GST.
 - d. Use the said Apartment for residential purpose only.
 - e. Use all paths, passages and staircases for the purpose of ingress and egress and for no other purpose whatsoever unless permitted by Promoter or the Association of Allottee(s), upon formation, in writing.
 - f. Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof.
 - g. Not to do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Apartments in the Project and/or the adjoining building/s.

- h. Not to place or cause to be placed any article or object in the common area.
- i. Not to injure, harm or damage the Common Area or any other Apartments in the said Project by making any alterations or withdrawing any support or otherwise.
- k. Not to park any vehicle 2/4 wheeler, in the said Project, unless the facility to park the same is obtained and/or acquired by Allottee(s).
- l. Not to make any addition, alteration in the structure of the Block/Tower, internally within the Apartment or externally within the said Project and shall not change the location and/or design of the window and balcony grills (provided by the Promoter) and also shall not change the colour of the balcony/verandah, which is part of the outside colour scheme of the Block/Tower / elevation, duly approved and finalized by the architect of the said Project.
- m. Not to slaughter or permit to be slaughtered any animal and/or bird nor violate the provisions of Prevention of Cruelty to Animals Act, 1960 nor do any act deed or thing which may hurt or injure the sentiments of any of the other Allottee(s) and/or occupiers of the said Project.
- n. Not to keep in the said Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable, radio active or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Apartment and/or any other Apartment in the said Project.
- o. Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandahs, lounges or any external walls or the fences of external doors and windows including grills of the 'Said Apartment' which in the opinion of the Promoter / Association of the Allottee(s) differs from the colour scheme of the building or deviation or which in the opinion of the Promoter / Association of Allottee(s) may affect the elevation in respect of the exterior walls of the said Project.
- p. Not to use the said Apartment or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said Project or to the Owners and occupiers of the neighboring premises or for any

- illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutcha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.
- q. Not to use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
 - r. Not to let out or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Apartment to anyone else, or excepting to a person who owns an Apartment in the Project and the Allottee(s) will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars.
 - s. Not to encumber the said Apartment in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of conveyance deed for the said Apartment in favour of the Allottee(s).
 - t. To strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Promoter and/or the Association with regard to the usage and timings fixed, in respect of facilities and amenities provided in the Project, in particular, the Community Hall, the Club Area, Swimming Pool and Gymnasium. To pay for, in case of exclusive use of the community hall, kitchen and electricity charges, as may be fixed or determined by the Promoter/ Association of Allottee(s) from time to time.
 - u. To ensure that all interior work of furniture, fixtures and furbishing of the said Apartment, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Co-Allottee(s).
 - v. No Air Conditioning Without Permission:

Not to install any window air-conditioning units anywhere in the said Apartment and not to change the designated areas as approved by Promoter for installing the split/high wall air conditioners.

w. No Collapsible Gate:

Not to install any collapsible gate outside the main door / entrance of the said Apartment.

x. No Grills :

Not to install any grill on the balcony or verandah.

y. No Sub-Division:

Not to sub-divide the said Apartment and the Common Areas, under any circumstances.

z. No Change of Name:

Not to change/alter/modify the name of the Building from that mentioned in this Agreement.

aa. No Floor Damage:

Not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.

bb. No Installing Generator:

Not to install or keep or run any generator in the Said Apartment.

cc. No Misuse of Water:

Not to misuse or permit to be misused the water supply to the said Apartment.

dd. No Hanging Clothes:

Not to hang or cause to be hung clothes from the balconies of the Said Apartment.

ee. No Smoking in Public Places:

Not to smoke in public areas of the Building (s) and not to throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but to dispose them in dustbins after ensuring that the fire is fully extinguished from such cigarettes.

ff. No Plucking Flowers:

Not to pluck flowers or stems from the gardens.

gg. No Littering:

Not to throw or allow to be thrown litter in the Common Areas of the said Building/Project.

- hh. No Trespassing:
Not to trespass or allow trespassers over lawns and green plants within the Common Areas.
- ii. No Overloading Lifts:
Not to overload the passenger lifts and move goods only through the staircase of the Building.
- jj. No Use of Lifts in Case of Fire:
Not to use the lifts in case of fire.
- mm. No Covering of Common Portions:
Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment.
- nn. Pay Goods & Service Tax:
To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Promoter / Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement.
- oo. Use of Common Toilets:
Ensure that the domestic help/service providers visiting the said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.
- pp. Use of Spittoons / Dustbins:
Use the spittoons/dustbins located at various places in the Project.

34.11 ADDITIONAL WORK AND FACILITY:

In the event of providing any additional materials, facilities, amenities or gadgets over and above what has been agreed upon for the benefit of the occupants of the said Project, the benefit whereof would be for the Allottee(s), or the said Apartment, the Allottee(s) shall be liable to make payment of the proportionate share in respect thereof to the Promoter and the same shall form part of the common facilities. However, whether such additional facilities or amenities are to be provided for will be entirety at the sole discretion of the Promoter and the Allottee(s) hereby consent(s) to the same.

35. COVENANTS:

35.1 ALLOTTEE'S COVENANTS:

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

35.1.1 ALLOTTEE TO MUTATE AND PAY RATES & TAXES:

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

35.1.2 The Allottee(s) shall not cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of or in the building or other parts of the said premises (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee(s) of the said Apartment) nor do anything whereby the construction or development of the building or the said Project or the sale or transfer of the other Apartment in the said Project is in any way interrupted or hindered or impeded with and if due to any act or deed of the Allottee(s), the Promoter is restrained from construction of the Building and/or transferring and disposing of the other Apartments therein then and in that event without prejudice to such other rights the Promoter may have, the Allottee(s) shall be liable to compensate and also indemnify the Promoter for all pre-determined losses damages costs claims demands actions and proceedings suffered or incurred by the Promoter.

35.2 INDEMNITY:

The Allottee(s) shall keep the Promoter indemnified of from and against all actions, proceedings, damages, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Promoter and/or the Association (upon formation) relating to the said Building/Project or any part thereof or to any person due to any negligence or any act, deed, thing or omission made, done or

occasioned by the Allottee or the servants / agents / licensees / invitees / visitors of the Allottee and/or any breach or non-observance by the Allottee of the Allottee's covenants and/or any of the terms herein contained.

36.1 PROMOTER'S COVENANTS:

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

37. FUTURE CONTINGENCY AND COVENANT OF ALLOTTEE:

The Allottee(s) agree(s) that these terms and conditions for sale and transfer of the said Apartment as contained herein, are made in view of the extant laws, rules and regulations governing such sale and transfer and are subject to changes / variations as the Promoter may deem appropriate or as may be directed by appropriate authorities or as may be made by the Promoter keeping in mind any extant / proposed laws, rules and regulations. The Allottee(s) agree(s) to render all cooperation to the Promoter in this regard as and when called upon by the Promoter without any claim demand demur or protest.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____

Name _____

Address _____

(2) Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY
THE WITHIN NAMED:

Owner:

(1) Signature _____
Name _____
Address _____

SIGNED AND DELIVERED BY
THE WITHIN NAMED:

Promoter:

(1) Signature _____
Name _____
Address _____

At _____ on _____ in the presence of:

WITNESSES:

1. Signature
Name _____
Address _____

2. Signature
Name _____
Address _____

THE FIRST SCHEDULE ABOVE REFERRED TO:
(SAID PROPERTY)

ALL THAT the land measuring 3 Bighas 15 Cottahs 12 Chittacks and 7 sq. ft. equivalent to 5067.59 sq. mtrs. more or less as per Deeds but on actual measurement containing an area of 3 Bighas 10 Cottahs 12 Chittacks 26 sq. ft. equivalent to 4734.96 sq. mtrs. more or less situate lying at and being Premises No.76/1B, Bidhan Sarani (formerly Cornwallis Street) in Sutanutty in the North Division of the town of Kolkata, Police Station Burtolla, Ward No. 16, under the limits of Kolkata Municipal Corporation, Kolkata 700 006 Sub-Registry Office Kolkata and butted and bounded in the manner as follows :-

ON THE NORTH	:	Portion of 76/1, Bidhan Sarani, Kolkata, partly by Burtolla Police Station and partly by Raja Rajkrishna Street
ON THE EAST	:	Partly by Premises No.3, Raja Rajkrishna Street, and partly be 36A, Sahitya Parishad Street, Kolkata
ON THE SOUTH	:	Portion of 76/1A, Bidhan Sarani, Kolkata, partly by 36/6/1 and Partly by 36/7, Sahitya Parishad Street and Partly Sahitya Parishad Street, Kolkata
ON THE WEST	:	Partly by Bidhan Sarani, Kolkata

OR HOWSOEVER OTHERWISE the said messuage land hereditament and premises or any part thereof now are or in or heretofore were or situated butted bounded called known numbered described and distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO :

PART I

(THE FLAT/UNIT)

ALL THAT the Flat/Unit bearing No. on the Floor of Tower no..... of SIGNUM ARISTO containing a carpet area of sq. ft. and corresponding to built-up area of sq. ft. more or less at the said premises described in the First Schedule hereinabove shown and delineated in the plan annexed hereto, being Annexure "A" duly bordered thereon in "RED" TOGETHER WITH the undivided proportionate indivisible share in the land comprised underneath the building wherein the said flat is situate.

PART-II

(CAR PARKING SPACE)

ALL THAT the open/..... covered Car/two wheeler Parking Space in the basement/ground floor/mechanical parking of the Complex shown and delineated in the plan annexed hereto, being Annexure "B" duly bordered thereon in "BLUE".

THE THIRD SCHEDULE ABOVE REFERRED TO :

COMMON AREAS, FACILITIES AND AMENITIES

1. The foundation, columns, shear walls, beams, support, corridors, lobbies, stairs, stairways, landings, entrances, exits gates, passage and pathways.
2. Drains and sewers from the premises to the Municipal Duct.
3. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the Residential portion.
5. The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
6. Overhead tanks, water pipes and other common plumbing installation and space required therto.
7. Electrical wiring meters, common DB, electrical panels, fittings and fixtures for lighting the staircase lobby and other common areas, street, other area (excluding those as are installed for any particular Unit) and spaces required therefore.
8. Windows/doors/grills and other fittings of the common area of the premises.
9. Lifts, Lifts Rooms, Lift Shafts and their accessories installations and spaces required therefor.
10. Intercomm and the installation and the space required therefor.
11. CCTV camera and the installation and the space required therefor.
12. Fire Fighting pump, panel and its equipments and their accessories and installation and space required therefor.
13. Air Conditioned Community Hall on the first floor of the Tower-I (B+G+18) storied and the installation and space required therefor.
14. Gymnasium and the equipments installed thereat on the first floor of the Tower-I (B+G+18) storied.
15. Games Room and the equipments installed thereat on the first floor of the Tower-I (B+G+18) storied.

16. Portion of the roofs of the building to be kept common but excluding the signage and other spaces to be reserved by the Owner and the Promoter.

17. Certain areas shall be earmarked as Excluded and Reserved areas and shall not be open for common use such as (I) Roof of the Commercial Building (II) the roof of the overhead water tanks and lift machine rooms, the parapet walls, (III) the elevation and the exterior of the Buildings and (V) Such other open and covered spaces which are herein expressed.

THE FOURTH SCHEDULE ABOVE REFERRED TO :

COMMON EXPENSES

The Allottee(s) shall be liable to pay the proportionate share of the under mentioned common expenses incurred for upkeep and maintenance of the common areas, facilities and amenities of the two residential buildings and the common areas, facilities and amenities between the residential buildings and the commercial building and such apportionment shall be made by the Developer in proportion to the area of the flat of the respective Allottee(s).

1. All costs of maintenance, operations, repairs, replacements, renewal of licences, services, white washing, painting, rebuilding, reconstructing, decorating, redecorating of all common parts and areas, its fixtures, fittings, electrical wiring and equipment in under or upon the building enjoyed or used in common by the occupiers of the building.
2. The salaries and other expenses incurred for and payable to any person employed for common purposes including security, electrician, maintenance, plumber, gardeners, sweepers etc.
3. Payment of insurance premium for insuring the said building and every part thereof against earthquake, damages, fire, lightning, mob violence, civil commotion etc and also payment of renewal premium from time to time.
4. Expenses for supplies of common utilities including electricity, water etc. payable to the concerned authorities and/or organization and also payment of all charges incidental thereto for utilization of such services for common parts portions and areas of the buildings/Complex and also the charges incurred due to loss of electricity while in transmission to the Developer.
5. Municipal rates and taxes for common part portions and areas and also for the said Flat until it is separately assessed and wholly upon the Flat being separately assessed.

6. All operational and maintenance costs for maintaining the various plants and equipments like lifts, generator water pump, tube-well, transformer.

All such other expenses and outgoings as are deemed by the Developer and/or the Association to be necessary for or incidental to for replacement renovation painting or repairing of common parts and portions in particular and also for upkeep of the building in general and also for rendition of the utility services.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

<u>BUILDING:</u>	Designed on a RCC Frame structure with brick wall construction with suitable foundation depending on soil conditions.
<u>EXTERIOR ELEVATION:</u>	To be designed by the architect, finished with suitable exterior paint finish.
<u>INTERIOR WALLS:</u>	Brick walls finished with cement plaster and plaster of paris.
<u>FLOORING:</u>	Vitrified tiles in bedrooms and living room areas. Wooden Finishing flooring in the Master Bedroom.
<u>KITCHEN:</u>	Anti skid ceramic tiles flooring with granite top, one stainless steel sink and ceramic tiles wall cladding up to 2 feet over the granite top.
<u>BATHROOM:</u>	Ceramic tiles flooring with wall dado of ceramic tiles up to Door height from the floor with good quality CP fittings and white sanitary ware.
<u>WINDOWS:</u>	Anodized Aluminium windows with glass panes.
<u>DOORS:</u>	Entrance Door polished from outside and painted from inside and Internal doors as painted flush doors.
<u>ELECTRICALS:</u>	Concealed electrical wiring, ISI mark, with Modular type ISI switches. Adequate number of light, fan points.
<u>LIFTS:</u>	Two lifts of adequate speed of reputed make.

GENERATOR:

A suitable standby diesel generator back up shall be provided as standby for all Lifts, building common area lighting and water pump.

THE SIXTH SCHEDULE ABOVE REFERRED TO :

1. An amount of Rs..... (Rupees only) shall be paid by the Purchaser to the Owner in installments as follows:-

On Application	Rs. 2.5 Lakh + GST
Booing Money	10% of Total Consideration + GST (After adjustment of Application Money)
On Possession	90% of Total Consideration + GST as applicable

Total – Rs./-

(RUPEES ONLY)

2. An amount of Rs..... (Rupees only) shall be paid by the Allottee to the Promoter in installments as follows:-

On Application	Rs. 2.5 Lakh + GST
Booing Money	10% of Total Consideration + GST (After adjustment of Application Money)

On Possession	90% of Total Consideration + GST as applicable

Total – Rs./-

(RUPEES ONLY)