

## AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2020

### BY AND BETWEEN

**SUBIR UDYOG LIMITED** (having **CIN U65001WB1984PLC037578**] and **Income Tax PAN AA ECS4911M**], a company existing under the provisions of the Companies Act, 2013, having its registered office at 36C/1, Chowringhee Road, Police Station: Shakespeare Sarani, Post Office: Middleton Row, Kolkata - 700 071, represented by its Director Mr. Shreevardhan Poddar [**Income Tax PAN AFTPP062M** and **DIN 00542128**] [**Aadhar No. ....**] [**Mobile No.....**], son of Mr. Subir Poddar, residing at 2 Ashoka Road, Police Station – Alipore, Post Office- Alipore, Kolkata – 700 027 (hereinafter referred to as the **OWNER**, which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest and /or assigns) of the **FIRST PART**

### AND

**PS GROUP REALTY PRIVATE LIMITED** (having **CIN U65922WB1988PTC044915** and **PAN: AABCP5390E**), a company incorporated under the Companies Act, 1956, having its registered office at Municipal Premises No. 1002, E M Bypass , Police Station – Pragati Maidan, Post Office – Dhapa, Kolkata – 700 105, represented by its Mr. Radheshyam Pancharia [**Income Tax PAN AEQPP5365K**] [**Aadhaar No \_\_\_\_\_**](**Mobile No 9836299925**) , son of Sri Bhanwarlal Pancharia, working for gain at 1002 E M Bypass, Police Station – Pragati Maidan, Post Office – Dhapa, Kolkata – 700 105, (hereinafter referred to as the **PROMOTER/DEVELOPER**, which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest and permitted assigns) of the **SECOND PART**

### AND

[If the Allottee is a company]

(CIN No. [\_\_\_\_]) a company incorporated under the provisions of the Companies Act, [1956 or the

Companies Act, 2013, as the case may be], having its registered office at [ ] (PAN [ ]), represented by its authorized signatory, (Aadhaar No. [ ]) duly authorized vide board resolution dated [ ], hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns), of the **THIRD PART**.

[OR]

*[If the Allottee is a Partnership]*

[ ], a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at [ ] (PAN [ ]), represented by its authorized partner (Aadhaar No. [ ]) duly authorized vide hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns), of the **THIRD PART**.

[OR]

*[If the Allottee is an Individual]*

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

[OR]

*[If the Allottee is a HUF]*

Mr. [ ], (Aadhaar No. [ ]), son of [ ] aged about for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business/residence at [ ] (PAN [ ]), hereinafter referred to as the "**Allottee**" (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 **OTHER PART**.

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

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

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

- (a) "**Act**" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017), as amended and/or substituted;
- (b) "**Rules**" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017, as amended and/or substituted;
- (c) "**Regulations**" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017, as amended and/or substituted;
- (d) "**Section**" means a section of the Act;

**WHEREAS:**

- A. The Owner herein is the full and absolute owner of ALL THAT the brick built one storeyed messuages tenements hereditaments sheds and premises together with the piece and parcel of land thereunto belonging and appertaining thereto containing upon survey and measurement an area of 24 Cottahs 12 Chittacks 15 square feet more or less (but documents of title said to contain an area of 25 Cottahs more or less) situate and lying at and being premises No. 36C/1 Chowringhee Road, Kolkata-700071 Police Station: Shakespeare Sarani, Post Office: Middleton Row, within Ward No. 63 of the Kolkata Municipal Corporation more specifically described in **Schedule A** hereunder written (hereinafter referred to as "the said LAND"). By virtue of the following Devolution of Title the Owner is entitled to the said Land:

- (i) By an Indenture of Conveyance dated 30th September 1988 made between (i) (Musst.) Saidunnessa Haque, (ii) Md. Rezual Haque, (iii) Md. Sultanul Haque, (iv) Lutfannessa Haque, (v) Jaharatunnessa Haque, (vi) Motiunnessa Haque, (vii) Sarifunnessa Haque, (viii) Zebunnessa Haque, (ix) Meherunnessa Haque and (x) Badrunnessa Haque as vendors therein and the Owner hereto Subir Udyog Limited as purchaser therein and registered with the Registrar of Assurances, Calcutta in Book I, Volume No. 282, Pages 280 to 310, Being No. 10909 for the year 1988, said (Musst.) Saidunnessa Haque & nine others for the consideration therein mentioned

granted sold conveyed and transferred unto and in favour of the Owner hereto **ALL THAT** the brick built one storeyed messuages tenements hereditaments sheds and premises together with the piece and parcel of land thereunto belonging and appertaining thereto containing an area of 25 Cottahs more or less situate and lying at and being divided and demarcated south-western part of premises Nos. 36A, 36B, 36C and 36D Chowringhee Road, Kolkata-700071, absolutely and forever.

- (ii) The said divided and demarcated south-western portion of premises Nos. 36A, 36B, 36C and 36D Chowringhee Road, Kolkata measuring 25 Cottahs more or less was separately reassessed and renumbered by Kolkata Municipal Corporation as premises Nos. 36C/1 and 36D/1 Chowringhee Road, Kolkata vide Assessee Nos. 11-063-10-0360-6 and 11-063-10-0361-8 respectively and the name of the Owner SubirUdyog Limited was duly mutated in the records of the Kolkata Municipal Corporation as owner thereof.
  - (iii) The Owner caused to be amalgamated premises No. 36C/1 Chowringhee Road and premises No. 36D/1 Chowringhee Road in the records of the Kolkata Municipal Corporation and the amalgamated premises measuring 25 Cottahs more or less continued to be numbered as premises No. 36C/1, Chowringhee Road, Kolkata and accordingly the name of the Owner continued to be mutated in the records of Kolkata Municipal Corporation as owner of such amalgamated premises vide Assessee No. 11-063-10-0360-6
- B.** The Owner and the Promoter have entered into a Development Agreement dated 15<sup>th</sup> October, 2018 registered at the office of Additional Registrar of Assurance II, Kolkata and recorded in Book No. I, CD Volume No. 1902-2018 Page from 139746 to 139807 Being No. 190203974 for the year 2018 ("**Development Agreement**") for the purpose of development by the Promoter of a real estate project over the Land. The Owner has also granted a power of attorney dated 29<sup>th</sup> December, 2018 registered at the office of the Additional Registrar of Assurances-III, Kolkata and recorded in Book No. IV, CD Volume No. 1903-2019 Page from 14547 to 14572 Being No. 190300027 for the year 2019 ("**POA**") in favour of the nominees of the Promoter namely Surendra Kumar Dugar, Kamlesh Gandhi and RadheshyamPancharia.

- C. The Promoter applied for and obtained sanction of the building plan vide plan no. 2019070122 dated 24.12.2019 from the Kolkata Municipal Corporation (hereinafter referred to as "the said Planand shall include all alterations and/or modifications made thereto from time to time and as may be permitted by the authorities concerned) from the Kolkata Municipal Corporation and commenced construction of a commercial building comprising of a building having ground plus sixteen(G+16) upper floors and various car parking spaces in the open spaces at the ground level and in the puzzle mechanical car parking spaces in the Building(hereinafter referred to as the "Building") having Units of various sizes and specifications ("Project").
- D. In terms of the Development Agreement the Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owner regarding the Land on which Project is to be constructed have been completed;
- E. The Promoter has intimated the Kolkata Municipal Corporation vide their letter dated \_\_\_\_\_ regarding the commencement of the Project.
- F. The Promoter agrees and undertakes that it shall not make any changes to the approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- G. The Promoter has commenced construction of the commercial Building as aforesaid having showrooms and office Units of various sizes and car parking spaces as aforesaid ("Project").
- H. The Promoter has registered the Project under the provisions of the Act with the Regulatory Authority at Kolkata on \_\_\_\_\_ under registration no. \_\_\_\_\_;
- I. The Allottee applied for an Office Unit in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted the Office Unit no. \$\$\$ having carpet area of @@@square feet on %%%floor in the Building ("Unit") along with \_\_\_\_\_ number of open car parking space at the ground level of the Land /..... number of open/covered car parking space in the puzzle mechanical car parking spaces in the Building ("Garage") as permissible under the applicable law and of pro rata share in the Common Areas (defined hereinafter) more particularly described in **Schedule B** and the floor plan of the Office Unit is annexed hereto

and marked as Annexure 'A'(the Unit and Garage, if applicable, hereinafter collectively referred to as the "Office Unit");

- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- K. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Land and the plans, designs and specifications prepared by the Promoter's Architects AGRAWAL & AGRAWAL of Worship House, 2/5, SevakBaidya Street, Kolkata – 700 029 and of such other documents as are specified under the Act.
- L. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- M. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- N. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Office Unit on ownership basis and the garage/covered parking (if applicable) as specified in Recital I as also in Schedule B.

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

**1. TERMS:**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Office Unit as specified in Recital I as also in Schedule B.

1.2 The Consideration for the Office Unit is Rs. \_\_\_\_\_/- (Rupees

\_\_\_\_\_ ) only plus applicable Goods and Service Tax (GST) thereon and in addition thereto the Extras and Deposits plus applicable GST thereon (all hereinafter collectively referred to as "**Total Price**"). The details of the Total Price of the Office Unit are as follows:

- 1.2.1 The Consideration for the Office Unit based on carpet area is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only (hereinafter referred to as "**Consideration for Office Unit**");

Office Unit No. \$\$\$ Floor %%%	Rate of Office Unit per square foot of carpet area : Rs. _____/-
Cost of Office Unit	Rs. _____/-
Cost of Car Park	Rs. _____/-
<b>Consideration for the Office Unit</b>	Rs. _____/-

- 1.2.2 **Extras and Deposits:** The Total Extras and Deposits payable by the Allottee to the Promoter are on the account of as detailed in Clause 35.7 below (hereinafter referred to as "**Extras and Deposits**");

- 1.2.3 **Total Tax:** The GST or other similar taxes on the Consideration for the Office Unit and the Extras and Deposits shall be as per the applicable rates from time to time and the Allottee undertakes and confirms to pay the same to the Promoter with each installment/payment and shall not raise any objection thereto.

**Explanation:**

- (i) *The Total Price of Office Unit above includes the booking amount paid by the Allottee to the Promoter towards the Office Unit;*
- (ii) The total consideration for the Office Unit and the Extras and Deposits as mentioned in clauses 1.2.1 and 1.2.2 above and the Total Tax payable by the Allottee to the Promoter as mentioned in 1.2.3 above (i.e., the Total Price) includes Taxes (consisting

of tax paid or payable by the Promoter by way of Goods and Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project, by whatever name called) up to the date of handing over the possession of the Office Unit to the Allottee after obtaining the completion certificate from the Kolkata Municipal Corporation and the Project to the Association of the Allottees or the competent authority, as the case may be after obtaining the completion/occupancy certificate.

*Provided that in case there is any change / modification in the taxes, the subsequent amount-payable by the allottee to the promoter shall be increased/reduced based on such change / modification:*

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

- (iii) *The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in clause 1.2 and its sub-clauses above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;*
- (iv) *The Total Price includes recovery of price of indivisible proportionate share of appertaining land and the land underneath the building under construction and construction of [not only the Office Unit but also proportionately] the Common Areas, internal development charges, external development charges, taxes, costs of providing electric wiring, electrical connectivity to the Office Unit, lift, waterline and plumbing, finishing with paint, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges etc. and includes cost for providing initial infrastructure in respect of all other facilities, amenities and specifications to be provided within the [Office Unit] and the Project.*
- (v) **Stamp Duty and Registration fee:** The Allottee shall bear and pay all stamp duty, registration fee and allied and incidentals expenses payable on this agreement and



the deed of conveyance and other documents to be executed in pursuance hereof.

- (vi) **TDS:** If applicable tax deduction at source (TDS) under the Income Tax laws is deducted by the Allottee on the Consideration for Office Unit payable to the Promoter, the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee shall provide proper evidence thereof to the Promoter within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee under these presents and the amount thereof shall be treated as outstanding.
- 1.3.1 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter 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.
- 1.4 The Allottee(s) shall make the payment of the Consideration for Office Unit mentioned in clause 1.2.1 above as per the payment plan set out in **Schedule C ("Payment Plan")** along with the taxes payable thereon.
- 1.5 The Promoter may allow, in its sole discretion a rebate for early payments of installments payable by the Allottee by discounting such early payments by such amount as decided by the Promoter and for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned/revised building plans, layout plans and specifications and the nature of fixtures,

fittings and amenities described herein at **Schedule D** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Office Unit, or Building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act:

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such changes or alterations as per the provisions of the Act.

1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the rate prescribed in the Rules from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area of the Office Unit allotted to Allottee which is not more than three percent, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2.1 of this Agreement.

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

- (i) The Allottee shall have exclusive ownership rights of the Unit and the Garage;
- (ii) The Allottee shall also have the right of use of undivided proportionate share in the rights of the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas to the Association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the Computation of the price includes inter-alia recovery of price of indivisible proportionate share of appertaining Land and the Land underneath the Building, construction of the Office Unit, the Common Areas, internal development charges,

external development charges, taxes, costs of providing electric wiring, electrical connectivity to the Office Unit, lift, waterline and plumbing, finishing with paint, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges etc. and includes cost for providing initial infrastructure necessary for other facilities, amenities and specifications to be provided within the Office Unit and the Project.

(iv) The Allottee has the right to visit the project site to assess the extent of development of the Project and his Office Unit, as the case may be.

1.9 It is made clear by the Promoter and the Allottee agrees that the Office Unit along with the Garage 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 Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the allottees of the Project.

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Office Unit to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages if taken by the Promoter or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Office Unit to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11 The Allottee has paid a sum of Rs. \_\_\_/- (Rupees \_\_\_\_\_ only) as the Booking Amount and the applicable GST at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Office Unit as prescribed in the Payment Plan (Schedule C) as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

**2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable)] in favour of PS GROUP REALTY PVT. LTDA/C PoddarChowringheepayable at Kolkata.

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

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and 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 understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the Applicable Laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Office Unit applied for herein in any way and the

Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

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

**5. TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Office Unit to the Allottee and the common areas to the Association or the competent authority, as the case may be and the Allottee shall abide by the time schedule for payment in the manner as stated in Schedule C hereunder.

**6. CONSTRUCTION OF THE PROJECT/OFFICE UNIT**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Office Unit and accepted the floor plan, payment plan and the specifications, amenities and facilities (stated in Schedule D and Schedule E hereunder) which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement. The Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the such authorities and shall not have an option to make any variation /alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

**7. POSSESSION OF THE OFFICE UNIT/PLOT:**

**7.1 Schedule for possession of the Office Unit**

The Promoter agrees and understands that timely delivery of possession of the Office Unit to the Allottee 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 Office Unit along with ready and complete Common Areas with all specifications,

amenities and facilities of the Project in place on 14th April, 2024 unless there is delay or failure due to Force Majeure. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Office Unit.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 (forty-five) days from that date. The Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she 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.

## **7.2 Procedure for taking possession**

Upon obtaining the completion/occupancy certificate from the competent authority and subject to the Allottee is not in breach of any of his obligations under this Agreement, the Promoter shall offer in writing the possession of the Office Unit, to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue of completion/occupancy certificate upon making payment of the Total Price including the Extras and Deposits for the Office Unit and the Total Tax and in the absence of local law, the deed of Conveyance in favour of the Allottee shall be carried out by the Promoter within 3 (three) months from the date of issue of occupancy certificate subject to the Allottee having made payment of the aforesaid amounts to the Promoter and further paying the applicable stamp duty and registration fee directly to the concerned authority and allied expenses to the Promoter for arranging registration of the conveyance. 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.

The Allottee, after taking possession, agree(s) to pay the Maintenance Charges as determined by the Promoter/Association, as the case may be, taxes and other outgoings mentioned hereunder after the issuance of the completion certificate for the Project.

The Promoter shall hand over the photo copy of the completion/occupancy certificate of the Building to the Allottee at the time of conveyance of the same.

### **7.3 Failure of Allottee to take Possession of Office Unit**

Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee shall take possession of the Office Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as required and the Promoter shall give possession of the Office Unit to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2, such Allottee shall, in addition to making payment of interest at Applicable Interest Rates to the Promoter on the unpaid amount, continue to be liable to pay Maintenance Charges, taxes and other outgoings in respect of the Office Unit as specified in Clause 7.2.

### **7.4 Possession by the Allottee**

After obtaining the completion/occupancy certificate and handing over physical possession of the Office Unit 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 or the competent authority, as the case may be, as per the local laws.

Provided that, in the absence of any local law, the Promoter shall hand over the necessary documents and plans, including Common Areas, to the Association or the competent authority, as the case may be, within 30 (thirty) days after obtaining the completion certificate.

### **7.5 Cancellation by Allottee**

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

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter the Promoter herein shall be entitled to forfeit an amount equal to the Booking Amount. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation.

### **7.6 Compensation**

The Promoter/ Owner shall compensate the Allottee 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 the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Office Unit/Unit (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, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the Office Unit with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty five days of it becoming due.

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Office Unit/Unit which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

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

- (i) The Owner has absolute, clear and marketable title with respect to the Land. The Promoter has requisite rights to carry out development upon the Land and absolute, actual, physical and legal possession of the Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Land, Project or the Office Unit;



- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Office Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times remain to be in compliance with all Applicable Laws in relation to the Project, said Land, Building and Office Unit and 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 created herein, may prejudicially be affected;
- (vii) The Owner/Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Land, including the Project and the said Office Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Owner/Promoter confirms that the Owner/Promoter is not restricted in any manner whatsoever from transferring the ownership rights of the Office Unit to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the deed of conveyance the Promoter shall hand over lawful, vacant peaceful, physical possession of the Office Unit to the Allottee and the Common Areas to the Association subject to the same being formed or the competent authority, as the case may be;
- (x) The 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 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, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and shall pay proportionate share thereof attributable to the Office Unit till the period mentioned in the intimation notice to the Allottee to take possession of the Office Unit; and
- (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 Land and/or the Project.

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

9.1 Except for occurrence of a Force Majeure event, the Promoter shall be considered under a condition of default ("**Default**"), in the following events:

- (i) Promoter fails to provide ready to move in possession of the Office Unit to the Allottee within the time period specified in Clause 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause 'ready to move in possession' shall mean that the Office Unit shall be in a tenantable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made thereunder.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the sale of the Office Unit along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice:

Provided that where the Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the

possession of the Office Unit, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

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

- (i) In case the Allottee fails to make any of the payments within the due dates as per the Payment Plan mentioned in Schedule C hereunder, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules.
- (ii) In case of default by Allottee under the condition listed above continues for a period beyond 1 (one) month after notice from the Promoter in this regard, the Promoter shall be entitled to cancel the allotment of the Office Unit in favour of the Allottee and forfeit an amount equal to the Booking Amount and the interest liabilities and this Agreement shall thereupon stand terminated.

Provided that the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

#### **10. CONVEYANCE OF THE SAID OFFICE UNIT:**

The Promoter on receipt of Total Price as mentioned in clause 1.2 and sub-clauses 1.2.1, 1.2.2 and 1.2.3 under the Agreement from the Allottee, shall execute a deed of conveyance and convey the ownership rights of the Office Unit together with the proportionate indivisible undivided share in the Common Areas within the time period as stated in local laws, to the Allottee.

Provided that, in the absence of local law, the deed of conveyance in favour of the Allottee shall be carried out by the Promoter within 3 (three) months from the date of issue of completion/occupancy certificate. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the deed of conveyance in his/her favour till payment of stamp duty and registration fee to the concerned authority and allied expenses to the Promoter is made by the Allottee. It being agreed that payment of stamp duty and the registration charges in relation to the Office Unit and/or Common Areas shall be the liability of the Allottee.

**11. MAINTENANCE OF THE PROJECT:**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association upon the issuance of the completion certificate of the Project. The cost of such maintenance for 12 months has been included in the Total Extras and Deposits as mentioned in clause 35.7.

**12. DEFECT LIABILITY:**

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

**13. RIGHT TO ENTER THE OFFICE UNIT FOR REPAIRS:**

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

**14. USAGE:**

**Use of Service Areas:** The service areas, as located within the Project, shall be ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Promoter until formation and handing over the maintenance to the Association and thereafter for use by the Association for rendering maintenance services.

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

- 15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Office Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Office Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Office Unit and keep the Office Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, Building therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Allottee shall not store any hazardous or combustible goods in the Office Unit or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Office Unit.
- 15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical load obtained by the Allottee for the Office Unit from the Promoter/electricity service provider. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

**17 ADDITIONAL CONSTRUCTIONS**

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

and disclosed, except for as provided in the Act.

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

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

**19. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**

The Promoter has assured the Allottee that the project in its entirety is in accordance with the provisions of various laws/ regulations as applicable in the State of West Bengal. The Promoter showing compliance of various laws/ regulations as applicable in the State of West Bengal.

**20. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan and pays the requisite stamp duty and registration fee required for registration of this agreement to the registration authorities and allied expenses to be incurred to the Promoter for registration of this agreement within 30 (thirty) days from the date of receipt of the draft of this agreement by the Allottee and secondly, appears for registration of the same before the concerned Registering Authority at Kolkata as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Registering Authority, Kolkata for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee, for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and the booking amount be returned by the Promoter to the Allottee without any interest or compensation whatsoever.

**21. ENTIRE AGREEMENT:**

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

**22. RIGHT TO AMEND:**

This Agreement may only be amended through 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 Office Unit and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Office Unit, in case of a transfer, as the said obligations go along with the Office Unit 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 including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

**25 SEVERABILITY:**

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

be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

**27 FURTHER ASSURANCES**

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

**28 PLACE OF EXECUTION**

The execution of this Agreement shall be completed only upon its execution by the Promoter and the Owner through their respective authorized signatories at the Promoter's Office or at some other place, which may be mutually agreed between the Promoter, the Owner and the Allottee. After the Agreement is duly executed by the Allottee, the Owner and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Registering Authority at Kolkata.

**29 NOTICES**

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

\_\_\_\_\_ (Name of Allottee)

\_\_\_\_\_ (Allottee Address)



M/s \_\_\_\_\_ (Promoter Name)

\_\_\_\_\_ (Promoter Address)

M/s \_\_\_\_\_ (Owner Name)

\_\_\_\_\_ (Owner Address)

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

**30 JOINT ALLOTTEES:**

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

**31 SAVINGS:**

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

**32 GOVERNING LAW:**

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

**33 DISPUTE RESOLUTION:**

All or any disputes arising out -or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual

discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996 as amended from time to time.

#### 34 OTHER TERMS AND CONDITIONS

The Parties have agreed and hereby and hereunder confirm and undertake that notwithstanding anything to the contrary elsewhere or otherwise contained/recorded/stated in this Agreement hereinabove, this Agreement shall be subject to and be read together with each of the following/undernoted other/further/superseded terms, conditions and covenants including those contained in the Schedules hereto, to be respectively observed and performed on the part of the Owner, Promoter and Allottee, as the case may be, it being clarified and agreed that in the event of any inconsistency or contradictions in/between the paras/Clauses stated hereinabove and those contained hereinafter or in the Schedules hereunder, then notwithstanding there being no specific reference/cross-referencing to the particular para/Clause in question and/or the provisions of para/Clause 35 and its sub-clauses and the Schedules hereunder being in derogation of other provisions/ paras/Clauses of this Agreement, the provisions of the paras/Clauses contained in this para/Clause 35 and its sub-clauses and the Schedules hereinafter shall prevail and/or supercede in its entirety or to the extent of such inconsistency, as the case may be, and thus be binding on the Parties.

#### 35.1 Additional Definitions

In addition to any other term or expression which are defined in this Agreement by inclusion in parenthesis and/or quotations, the undernoted terms or expressions, shall, unless repugnant to the context or meaning thereof, have the meaning respectively assigned to each of such term or expression hereinbelow:-

**"Applicable Interest Rate"** shall mean the rate of interest prescribed under the Act from time to time;

**"Applicable Law"** shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person

acting under the authority of any Governmental Authority and/ or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;

**"Association"** shall mean an association, society or like body to be created by the Office Unit Acquirers and/or the Promoter and the Owner as per the Act;

**"Booking Amount"** shall mean 10% of the Total Consideration of the Office Unit;

**"Building"** shall have the meaning ascribed to it in Recital C; and

**"Carpet Area"** shall mean the net usable floor area of the Unit including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts.

**"Cancellation Charges"** shall mean collectively (i) the Booking Amount; (ii) all interest liabilities of the Allottee accrued till date of cancellation; and (iii) brokerage paid to real estate agent/channel partner/broker, if any (iv) the stipulated charges on account of dishonour of cheque; (v) administrative charges as per Promoter's policy and (vi) amount of stamp duty and registration charges to be paid/paid on deed of Cancellation of this Agreement.

**"Common Areas"** shall mean collectively the areas, amenities and facilities specified in **Schedule E** for the common use and enjoyment of all the Allottees/occupiers of the Project;

**"Common Expenses"** shall include the expenses briefly described and without limitation in **Clause 35.20** herein under the heading 'Common Expenses' to be paid borne and contributed by the Office Unit Acquirers proportionately for rendition of common services;

**"Common Rules"** shall mean the rules and regulations specified in **Schedule F** to be observed by the Allottee and all other Office Unit Acquirers for the common, peaceful, effective and harmonious use and enjoyment of the Project;

**"Effective Date"** shall mean the date of execution when the Agreement comes into force;

**"Extras & Deposits"** shall mean the costs and deposits specified in **Clause 35.7** herein to be

paid by the Allottee to the Promoter in the manner hereinafter provided;

**"Force Majeure"** shall have the meaning ascribed to it in the Act;

**"Maintenance Charges"** shall comprise of the Common Expenses and such other charges incurred for the welfare and maintenance of the Project;

**"Garage"** shall have the meaning ascribed to it in Recital I;

**"Land"** shall have the same meaning as ascribed in Recital A of this Agreement and is also described in Schedule A hereunder written;

**"Office Unit"** shall have the meaning ascribed to it in Recital I as also in Schedule B hereunder written;

**"Office Unit Acquirers"** shall mean persons who has acquired office units in the Project;

**"Payment Plan"** shall mean the schedule of payment prescribed in Schedule C;

**"Total Price"** shall mean sum of Total Consideration for the Office Unit, Total Extras and Deposits and Total Taxes;

**"Unit"** shall mean each unit of occupancy in the Project, being an Office Space and the expression **"units"** shall be construed accordingly.

### **35.2 Interpretation**

1. Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa.
2. Words in singular shall include the plural and vice versa.
3. Reference to a gender includes a reference to all other genders.

4. 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;
5. 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;
6. 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

Words and expressions not defined herein but defined in the Act, shall have their meanings ascribed in the Act.

### **35.3 Additional Terms for Total Consideration**

- i) Notwithstanding anything to the contrary contained in Clause 1.7, the Promoter shall confirm the Carpet Area as provided in Clause 1.7. In this regard it has been agreed by the parties that if there is reduction in the Carpet Area by more than three percent then only the Promoter shall refund the excess money paid by the Allottees mentioned in clause 1.7 and likewise if there is increase in the Carpet Area by more than three percent, the Promoter shall be entitled to demand the excess amounts from the Allottee as mentioned in said clause 1.7. It also being agreed and acknowledged by the parties that in case of any dispute on the measurement of the Carpet area, the same shall be physically measured after removing all finishes that have been applied/ fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Carpet area.

### **35.4 Additional Terms for Possession of Office Unit and Cancellation by Allottee**

- i) It is expressly agreed and made clear that all amounts collected as taxes, charges, levies, cess, assessments and impositions pursuant to and under the provisions contained in clauses 7.1, 7.5, 9.2(ii) and 20 above and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.
- ii) It being expressly agreed and clarified that if the said Office Unit is made ready prior to

the date mentioned in clause 7.1 above, the Allottee undertakes(s) and covenant (s) not to make or raise any objection to the consequent pre-ponement of his/her /their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan.

- iii) Clause 7.5 hereinabove shall be read with, without prejudice to and in addition to the provisions contained in sub-clause (iv) immediately succeeding, and where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter then in such event, the Allottee shall serve a twelve (12) months' notice in writing on the Promoter and on the expiry of the said period the allotment shall stand cancelled and the Promoter herein shall be entitled to forfeit the Cancellation Charges and the applicable GST payable on the forfeited amounts. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty-five) days of expiry of such notice for cancellation or on transfer of the Office Unit to any other Office Unit Acquirer, whichever is earlier. However, it may be clarified that the balance amount shall be payable subject to the execution and registration of the Deed of Cancellation by the Allottee.
- iv) Further, where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter then in such event the Allottee shall be entitled to exercise such right of termination only if on the date when the Allottee so expresses his intent to terminate or terminates this Agreement, the Total Consideration of Office Unit then prevailing for sale thereof is found not less than the Total Consideration of the Office Unit payable by the Allottee under this Agreement, and the Allottee agree(s) and undertake(s) that the decision of the Promoter in this regard shall be final and binding on the Allottee. It is further expressly agreed that if the Promoter assesses the then prevailing sale value/consideration of the Office Unit to be less than the amount of consideration agreed to be paid by the Allottee hereunder then and in such event the Promoter shall forfeit, in addition to the Cancellation Charges, the differential amount of sale price and the consideration agreed to be paid by the Allottee hereunder instead of Booking amount as stated in Clause 7.5 hereinabove.

### 35.5 Additional Terms for Events of Default and Consequences

- i) The parties agree and acknowledge that in addition to the interest as provided in Clause 9.3 (i) in case of every second instance of delayed payment, the Allottee in all fairness shall be responsible for such delayed payments, all costs associated with the administrative actions related to follow-up and recovery of such delayed payments, which are estimated at 2% (two percent) per instance of the delayed payment in the current financial year and shall be revised on 1<sup>st</sup> April of each year as per the rate of Reserve Bank of India's consumer price index.
- ii) The parties agree and acknowledge that in place and stead of the Booking Amount as provided in Clause 9.3 (ii) hereinabove the Promoter shall be entitled to forfeit the Cancellation Charges and in addition to the Cancellation Charges the Promoter shall also forfeit GST payable on such cancellation charges and the balance amount of money paid by the Allottee shall, subject to proviso below, be returned by the Promoter to the Allottee within 12 (twelve) months of such cancellation or on transfer of the Said Office Unit to any other Office Unit Acquirer, whichever is earlier. 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 shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions. However may it be clarified that the balance refundable amount shall be payable subject to the execution and registration of the Deed of Cancellation.
- iii) The Allottee (s) agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building/ Project/ Promoter or its representatives. In the event the Allottee (s) does or omits to do any act, deed or thing then the Promoter shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement. In case of such a default by Allottee continues even after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Office Unit in favour of the Allottee 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 shall, subject to proviso below, be returned by the Promoter to the Allottee within 12 (twelve) months of such cancellation or on transfer of the Said Office Unit to any other Office Unit Acquirer, whichever is earlier. However may it be clarified that the balance amount shall be payable subject to the

execution and registration of the Deed of Cancellation.

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 shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

- iv) In the event construction of the Building or the Project has been stopped for a period of more than 12 months due to Applicable Laws, the Promoter shall have the option to terminate this Agreement. In such an event the Promoter shall be liable to refund, subject to the proviso below, the entire money paid by the Allottee under any head whatsoever towards the sale of the Office Unit, within 45 (forty-five) days of receiving the termination notice.

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 shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

### **35.6 Additional Terms for Deed of Conveyance of the Said Office Unit**

- i) The deed of conveyance shall be drafted by the Solicitors/Advocates of the Promoter and shall be in such form and contain such particulars as may be approved by the Promoter. No request for any changes whatsoever in the deed of conveyance will be entertained by the Promoter unless such changes are required to cure any gross mistake or typographical or arithmetical error.

### **35.7 Extras and Deposits**

- (i) As agreed and mentioned in Clause 1.2 of this Agreement, the Allottee has agreed and shall be liable to pay the following amount to the Promoter by way of Extras & Deposits:

Extras and Deposits :	
<b>Advance Maintenance Charges-</b> This amount is payable against 12 months advance maintenance charges for the said Office Unit	Rs.



<b>Sinking Fund-</b> 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 Promoter or the Association deem fit and proper.	Rs.
<b>Transformer Charges &amp; Electricity Charges-</b> This amount is payable for the said Office Unit as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Promoter in making arrangement with CESC Ltd. for providing and installing transformer at the said Project.  Provided the Allottee shall pay the Deposit to CESC Ltd. directly on account of Individual Meter.	On Actual
<b>CESC Security Charges</b>	On Actual (for electric meter)
<b>Legal and Documentation Charges</b>	Rs.
<b>Association Formation Charges</b>	Rs. _____/- per unit
<b>Diesel Generator Power Backup-</b> Generator charges for limited back up	Rs. _____/- per K.V.A.
<b>VRV Air Conditioning Charges</b>	Rs. _____
<b>Property tax deposit-</b> This amount is payable against estimated proportionate share of Property Tax for the said Office Unit for twelve months.	Rs.
<b>Rule 25 charges</b>	Rs.
<b>Total Extras and Deposits (in Rupees)</b>	Rs. _____/-

- (ii) The Allottee shall make payment of the Extras and Deposits mentioned hereinabove along with the applicable taxes within 15 days of a demand made by the Promoter;

### 35.8 Electricity supply/DG back-up:

In case the Calcutta Electric Supply Corporation Ltd. ("CESC Ltd.") /any other electricity

supply agency decides not to provide individual meters to the Building(s) and makes provision for a High Tension Supply or Bulk Supply, the Promoter shall provide individual sub-meters to the Allottees upon payment by them of the proportionate security deposit payable to CESC / any other electricity supply agency for such connection. The exact amount payable by the Allottee will be intimated to the Allottee before possession. The amount of security deposit would be subject to revision as may be so decided by CESC / any other electricity supply agency from time to time and all Allottees shall, at all times, be liable to pay proportionately such revision/replenishment to CESC / any other electricity supply agency, as per the norms of CESC / any other electricity supply agency. In such a case the Allottee may be required to enter into a separate agreement with the Promoter for supply of electricity through sub meters.

**35.9 Diesel generator power backup:**

Provision will be made for the installation of Diesel Generator ("DG") for power backup to run the basic common facilities in the Project. In addition to that, DG back up facility will also be made available for every Office Unit. The load may be provided for Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) per KVA plus applicable taxes. The Allottee will be required to pay DG usage charges on the basis of a suitable mechanism as shall be devised by the Promoter /the Association, as the case may be.

**35.10 Payment of Total Consideration of Office Unit, Total Tax and the Total Extras and Deposits prior to Possession:**

The Allottee agrees and covenants not to claim any right or possession over and in respect of the Office Unit till such time the Allottee has paid the entirety of the Total Consideration of Office Unit, Total Tax and The Total Extras and Deposits as mentioned in clause 1.2 and its sub-clauses and agreed to be paid and/or deposited under this Agreement and has duly complied with and performed all the covenants, undertakings and obligations required to be complied with and performed on the part of the Allottee in pursuance of this Agreement or otherwise required by law, all of which shall be conditions precedent without which the Promoter shall not be under any obligation to handover possession of the Office Unit.

**35.11 Additional Terms for Maintenance of Building/Office Unit/Project**

In addition to the provisions contained in Clause 11 hereinabove, it is agreed that in case the

formation of the Association is delayed due to no fault of the Promoter, the Promoter shall provide and maintain the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottees shall be liable to pay to the Promoter or facility management company, the charges for such maintenance as fixed by the Promoter at actuals.

#### **35.12 Additional Terms for Defect Liability**

Notwithstanding anything to the contrary contained in Clause 12, it is hereby agreed between the parties hereto that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter or has not been caused and/or occasioned, directly and/or indirectly, by/due to the delay on the part of the Allottee in taking timely hand over of the Said Office Unit in the manner stipulated in and subject to the terms of this Agreement And that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Office Unit, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in said Clause 12 above.

#### **35.13 Dishonour of Payment Instruments**

In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter shall intimate the Allottee of the dishonour of the cheque and the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Promoter of all the amounts including the dishonour charges of Rs. 5000/- (Rupees Five Thousand only) (for each dishonour). In the event the said Demand Draft is not tendered within 7 (seven) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonour of any cheque, the Promoter has no obligation

to return the original dishonoured cheque.

**35.14 Raising of finance by allottee**

The Allottee may obtain finance from any financial institution/bank or any other source but the Allottee's obligation to purchase the Office Unit pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee shall remain bound by this Agreement whether or not he has been able to obtain financing for the purchase of the Office Unit.

**35.15 Raising of finance by promoter**

Notwithstanding Clause 18 hereinabove the Promoter shall have the right to raise finance and/or loan from any financial institution and/or bank and for that purpose create mortgage, charge on the Land and/or securitization of the receivables however the Promoter shall not mortgage or create a charge on the Office Unit after execution of this Agreement and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Office Unit.

**35.16 Deemed Possession**

It is understood by the Allottee that even if the Allottee fails to take possession of the Office Unit within the date such possession is offered by the Promoter under clause 7.2 above, the Allottee shall be deemed to have taken possession on the 15th day from the date of such notice, which date, for all purposes and irrespective of the actual date when the Allottee takes physical possession of the Office Unit, will be deemed to be the possession date ("**Possession Date**").

On and from the Possession Date:

- (i) The Office Unit shall be at the sole risk and cost of the Allottee and the Promoter shall have no liability or concern thereof;
- (ii) The Allottee shall become liable to pay the Maintenance Charges in respect of the Office Unit and the Common Areas on and from the Possession Date;
- (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 proportionate to his interest therein and those relating only to the Office Unit shall be borne solely and exclusively by the Allottee, with effect from the Possession Date.

- (iv) All other expenses necessary and incidental to the management and maintenance of the Project shall be paid and borne by the Allottee proportionate to his interest therein.
- (v) It being also agreed between the parties that the Allottee shall also pay demurrage charges to the Promoter at the rate of Rs.5,000/- (Rupees Five Thousand) only per month or part thereof from the expiry of the time mentioned in the possession letter till such time the Allottee (s) takes the possession of the Office Unit.

#### **35.17 Right of allottee to use common areas subject to payment of maintenance charges**

Notwithstanding anything elsewhere to the contrary herein contained or in the Schedules hereto, the Allottee hereby agrees to acquire the Office Unit on the specific understanding that his right to the use of Common Areas shall be subject to timely payment of Maintenance Charges as determined by the Promoter (or Association) and performance by the Allottee of all his obligations in respect of the terms and conditions specified by the Promoter or the Association from time to time.

#### **35.18 Additions or replacements**

As and when any plant and machinery, including but not limited to, DG sets, electric substations, pumps, firefighting equipment or any other plant, machinery and/or equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by all the Office Units Acquirers in the Project on pro-rata basis as specified by the Association. The Promoter and upon its formation and taking charge the Association shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the Allottee agrees to abide by the same.

#### **35.19 Maintenance and association**

##### **i) Maintenance**

Upon completion of the Project, the Promoter will hand over its management for maintenance

to the Association for which the Allottee may be required to execute an agreement ("**Maintenance Agreement**") with the Association. The Allottee will be required to complete the formalities of becoming a member of the Association. The Allottee shall observe and abide by all the bye-laws, rules and regulations prescribed by the Association in regard to ownership or enjoyment of the Office Unit or common areas and facilities in the Project.

In the event the Association has been formed but there is/are Office Units in the Building that are not sold by the Promoter then till such time the unsold Office Units are not sold or transferred, all outgoings pertaining to the unsold Office Units shall be payable by the Promoter. Further the Allottees and/or the Association shall not do any act deed or thing which may restrict or impede transfer of the unsold Office Units to any of the prospective Allottees.

For the enjoyment and maintenance of the common areas and facilities of the Project, the Allottee shall be liable to remit per month the proportionate Maintenance Charges of the common areas and facilities as may be fixed by the Promoter and upon its formation and taking change by Association from time to time. The Maintenance Charges shall become payable from the Possession Date. In case the Allottee fails to pay: (i) the Allottee shall not be entitled to avail any maintenance services; (ii) interest @ 1.5% per month will become payable by the Allottee on the due amount and (iii) the Promoter/Association shall adjust, the unpaid amount from the Advance Maintenance Charges. If due to such adjustment the Advance Maintenance Charges falls below the six months average of the Maintenance Charges, then the Allottee shall make good the resultant shortfall within 15 (fifteen) days from the due date of the defaulted maintenance bill.

**(ii) Interim Maintenance Period:**

During the interim maintenance period between obtaining of the completion certificate of the Project and formation and operationalization of the Association, the Promoter shall through itself or through a facility management company to run, operate, manage and maintain the Common Areas.

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

Common Areas, wherever required, and to collect maintenance charges and also guest charges and the user charges for the utilities being provided on "pay by use" basis, if any.

The maintenance and management of Common Areas by the committee will primarily include, but not limited to, maintenance of water works, common electrical installations, DG Sets, driveways, parking areas, lobbies, lifts and staircases, AMC's etc. It will also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.

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

After the Common Areas of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.

For the avoidance of any doubt it is clarified that if within the time period specified by the Promoter in the notice issued by the Promoter in this regard the Association fails and/or neglects to take over from the Promoter the hand over and/or transfer, as the case may be, of the Common Areas and/or the abovementioned rights, obligations, responsibilities, liabilities etc., then on the expiry of the aforesaid period, the Promoter shall no longer be liable or responsible for the same, each of which liabilities, responsibilities, obligations etc. shall on and from such date be and/or be deemed to stand vested in all the Allottees including the Allottee and the Association. Further, as and when the Promoter deems fit and proper, the Promoter will also transfer in favour of/to the Association, in such a manner as the Promoter may deem fit and proper, the residue, if any, then remaining of any of the applicable Deposits, if any, made by the Allottees without any interest thereon, after adjusting all amounts then remaining due and payable by any Allottee including the Allottee herein to the Promoter, together with the Interest thereon, and the amounts thus transferred, shall be held by the Association, to the account of the Co-Allottees and the Allottee, respectively for the purposes therefore.

**Office Unit use**

The Allottee shall not use the Office Unit or permit the same to be used for purpose other than the purpose mentioned herein or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other Units or for any illegal or immoral purposes.

**Hazardous materials**

The Allottee shall not store in the Office Unit or Building any goods which are of hazardous, combustible or dangerous nature or storing of which goods is objected to by the concerned local or other authority.

**Additions**

The Allottee shall not make any additions or alterations in the Office Unit or Building or cause damage to or nuisance in the Office Unit or Building or in the Project in any manner. In case any partitions, interiors, false ceilings etc. are installed by the Allottee, then all necessary permissions from the authorities, if required, will be obtained by the Allottee directly at his own cost. In any case the Allottee shall not be entitled to carry out any structural changes in the Building and Office Unit.

**Co-operation**

The Allottee shall at all times co-operate with the other allottees/occupiers of the Units in the management and maintenance of the Office Unit and the Building and the Project.

**Transfer**

The Allottee shall not transfer or sell the rights under this Agreement without the prior written permission from the Promoter till the expiry of 24 months from the date of execution of these presents, or the execution and registration of Deed of Conveyance, whichever of the above is earlier.

In the event of transfer of rights before the completion and handover of the Office Unit, the



Allottee shall pay a transfer fee of Rs. \_\_\_\_/- (Rupees \_\_\_\_\_) to the Promoter. Such transfer however shall be permissible only if all other payments that may be due under this Agreement have been cleared in total.

#### **Taxes**

If at any time after the Effective Date there be imposition of any new or enhancement in any tax or levy or fees or charges on the transfer or construction of the Office Unit, the same shall be borne and paid by the Allottee.

#### **Common Rules**

The Allottee shall abide by and adhere to the Common Rules specified in **Schedule [F]** herein from time to time.

#### **Common Expenses**

The Allottees shall pay on due dates the Common Expenses including those specified herein:

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the property as usually are or ought to be.
3. Keeping the grounds of the property generally in a neat and tidy condition and tending and renewing all flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the driveway and paths in good repair and clean and tidy and edged where necessary and cleaning the drive way when necessary.

5. Paying a fair proportion of the cost of clearing repairing reinstating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the property.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary and keeping cleaned the common parts, driveways, paths, landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming part of the Project.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Association may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the Building(s) or Common Areas or any part thereof excepting in so far as the same are the responsibility of the individual allottee(s) / occupiers of the Project.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the Project or any part thereof in so far as the same is not the liability of or attributable to any individual allottee/occupier of Project.
15. Generally managing and administering the development and protecting the amenities in the Project and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any of the occupants of the Project.

16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the Project.
18. Insurance of fire-fighting appliances and other equipment for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Association may from time to time consider necessary for the carrying out of the acts and things mentioned in this clause.
19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance and renewal of (including but not limited to) any other equipment and the provision of any other service in the Project.
21. In such time to be fixed annually as shall be estimated by the Association (whose decision shall be final) to provide a reserve fund for items of expenditure referred to in this clause 35.18 to be or expected to be incurred at any time.
22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Association and shall only be applied in accordance with unanimous or majority decision of the members of the Association and with the terms of this clause.

The Allottee (s) under the scope of these presents undertakes to reimburse and / or pay the proportionate charges towards the diesel expenses for providing substitute backup for electricity in the form of generator services to the extent of such proportionate KVA load allocated and / or taken by the Allottee(s) herein in respect of his/ her/their unit in the

Project and such expenses incurred shall be reflected and / or incorporated in a separate bill which shall be raised on every English calendar month. In the event if any Allottee makes a default in making such payment for consecutive two months in such a situation the Association shall have the unfettered right to withdraw such facility without giving any prior notice or intimation whatsoever. Be it further stated herein that these charges shall have to be borne by the Allottee(s) herein over and above the monthly maintenance charges.

#### **Model Unit**

The Allottee agrees and understands that all the standard fitting, interiors and fixtures and dimension provided in the show/model Unit if any exhibited at the site only provides a representative idea and the actual Office Unit 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 Unit and the Allottee shall not be entitled to raise any claim for such variation.

#### **Construction Progress Linked Payment Plan**

The Allottees(s) acknowledges that he/her/it has chosen the "Construction Progress Linked Payment Plan" since it offers several advantages to the Allottees(s), including that the installment payments may become due later in time than as envisaged at the time of entering into this Agreement, if the relevant construction milestones are delayed, thus compensating for the impact of any delay in construction on the Allottees. This significantly reduces the risk of the Allottees as compared to the "Time Linked Payment Plan" option and the Allottee has entered into this Agreement after taking into account the advantages and risks of the "Construction Progress Linked Payment Plan".

#### **35.21 Additional Terms for Binding Effect**

- (i) The parties hereby agree that the Promoter shall be entitled to forfeit the Cancellation Charges in place and instead of the Booking Amount as stated in Clause 20 hereinabove. Further the Promoter shall be entitled to forfeit an amount equivalent to GST applicable on such Cancellation Charges. The balance amount of money paid by the Allottee shall be, subject to proviso below, be returned by the Promoter to the Allottee within 12 (twelve) months of such cancellation or on transfer of the Said Office Unit to any other

Office Unit Acquirer, whichever is earlier. However may it be clarified that the balance amount shall be payable subject to the execution and registration of the Deed of Cancellation.

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 shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

- (ii) Notwithstanding anything elsewhere to the contrary contained in this agreement including in the Schedules hereto, the Allottee expressly acknowledges understands and agrees that in the event of cancellation of the allotment of the Office Unit and/or this Agreement in terms of this Agreement by the Promoter or the Allottee, as the case may be, in that event the Promoter shall be at liberty to execute, present for registration and register unilaterally a deed of cancellation/extinguishment/declaration recording such cancellation without the requirement of the presence or signature of the Allottee in such deed of cancellation/extinguishment/declaration and the Allottee shall cease or be deemed to have ceased to have any right title or interest in the Office Unit/ Building Project on and from the date of termination/cancellation.

#### **35.22 Rights of the Allottees**

The right of the allottees to visit the Project site as mentioned in Clause 1.8 (iv) as stated hereinabove shall be subject to giving prior intimation of 3 (three) working days to the Promoter. It being clarified that the Promoter including Project staffs shall not be liable for any untoward incident or accident. The Promoter will not entertain any request for modification in the layouts of the Office Unit and external facade of the Building(s) and Common Areas including common facilities and amenities.

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

#### **Schedule A**

**("Land")**

**ALL THAT** the piece and parcel of land containing upon survey and measurement an area of 24 Cottahs 12 Chittacks 15 square feet more or less (but documents of title said to contain an area of 25 Cottahs more or less) situate and lying at and being premises No. 36C/1, Chowringhee Road, Kolkata-700071 Police Station: Shakespeare Sarani, Post Office: Middleton Row, within Ward No. 63 of the Kolkata Municipal Corporation butted and bounded as follows :

On the NORTH	Partly by Premises No. 36C, Chowringhee Road and partly by Premises No. 36D Chowringhee Road
On the SOUTH -	Partly by Premises No. 37, Chowringhee Road and partly by Premises No. 4 AnandilalPoddarSarani(formerly Russel Street)
On the EAST -	Partly by Premises No. 36D, Chowringhee Road
On the WEST -	By Municipal Road known as Chowringhee Road

And delineated in the map/ plan duly bordered in "Blue" attached as **Annexure A** hereto.

#### SCHEDULE B

##### ("Office Unit")

ALL THAT the Unit no. \$\$\$ having carpet area of \_\_\_\_\_ square feet on %%%floor in the Building along with \_\_\_\_ number of open car parking space at the ground level of the Land bearing nos. \_\_\_\_ admeasuring 135 square feet // /..... number of open/covered car parking space bearing nos. \_\_\_\_ admeasuring 135 square feet in the puzzle mechanical car parking spaces in the Building now in course of construction on the said Land **TOGETHER WITH** the undivided proportionate share in the Common Areas as permissible under law. Plan showing the Office Unit duly bordered in "**Red**" attached as **Annexure 'B'** and plan of the open car parking space (if any hereby allotted) is shown in the plan attached hereto as **Annexure 'A'** duly bordered "**Red**".

For the purpose of registration, the Built-up area of the said Unit is \_\_\_\_\_ sq. ft. (built up area means Carpet area with external walls of the said unit and internal walls within the Unit) Provided that the if any external wall is common between two Office Units then only one-half

area of such wall shall be taken into account for determining the Built-up area.

**Schedule C**

**Payment Schedule**

On Booking/Agreement	10% of Total Consideration
On Completion of Piling	11% of Total Consideration
On Casting of Basement Raft	11% of Total Consideration
On Casting of Deck Level	11% of Total Consideration
On Casting of 1st Floor Roof	11% of Total Consideration
On Casting of 6th Floor Roof	11% of Total Consideration
On Casting of 11th Floor Roof	10% of Total Consideration
On Casting of ultimate Roof	10% of Total Consideration + VRV Charges/ split ac charges
On Commencement of Lift installation Work	10% of Total Consideration
On Possession	5% of Total Consideration

**Schedule D**

**[Specifications, Amenities, Facilities of the Office Unit]**

**FOUNDATION:** RCC Pile Foundation.

**STRUCTURE:** Earthquake resistant Reinforced Concrete Cement (RCC) framed structure with seismic compliance as per IS Code.

**ELEVATORS:** Two Automatic Lifts.

**SERVICE ELEVATOR:** One Automatic Lift.

**FLOORING:**

- ☑ Ground Floor Lobby - Imported Marble
- ☑ Units - Vitrified Tiles.
- ☑ Toilets - Antiskid Vitrified Tiles.
- ☑ Roof - Antiskid Vitrified Tiles.
- ☑ Stair Case- Granite/Kota Stone

**DOORS & WINDOWS :-**

- **UNIT MAIN DOOR** :Electronic Rolling Shutter.
- **WINDOWS**: Windows matching with the elevation.

**WALL FINISH AND INTERIORS :-**

- ☐ Gypsum Plaster finish on all interior walls.
- ☐ Common areas will be painted with Acrylic Emulsion Paint.
- ☐ All floor lobbies to be finished with decorative ceiling and imported Italian Marble Flooring and Granite paneled lift façade.
- ☐ Anti-termite, treatment on land and building plinth.

**ELECTRICAL:**

- ☐ Concealed copper wiring till main DB with premium quality MCB's.

**STORE :**

- ☐ Water line.
- ☐ Exhaust fans.

**BATHROOM :-**

- ☐ Vitrified tiles upto False Ceiling Height.
- ☐ Fittings in all the bathrooms.
- ☐ Light coloured or equivalent sanitary ware.
- ☐ Exhaust fans in bathrooms.
- ☐ Water proofing.

**GENERAL FACILITIES:-**

- ☐ Intercom facility in each unit with closed circuit T.V. for communication between main lobby, gate and units.
- ☐ DTH/Cable connection in all units.
- ☐ Modern Fire fighting equipments as per recommendations of WBF&ES.
- ☐ 100% Power Back-up for common areas and facilities.
- ☐ Main lobby at the ground floor to be air-conditioned
- ☐ Water and Heat proofing of the roof and finished with roof tiles.



- ☐ Deep Tube-well and corporation supply with adequate UG reservoir for drinking and fire fighting water along with iron removal and water softener plant.
- ☐ Driveway – Greenery, flowerpots/creepers. Floors with beautiful paver tiles.
- ☐ Decorative Boundary wall as per specification of the Architect

**POWER SUPPLY & BACK UP:**

- ☐ CESC HT / LT deposits, cabling charges and transformer charges to be paid by respective Office Unit Acquirers.
- 100% power back up at extra cost as per the requirement of the Office Unit Acquirers.

**Schedule E**

**[Common Areas]**

1. Lifts, Lift rooms, lift installations
2. Boundary walls
3. Main Gates, Entrances and Exits
4. Paths and Passenger Corridors
5. Driveways
6. Staircases, stairways, landing and lobbies
7. Overhead reservoirs
8. Common Toilets and fittings and fixtures
9. Wiring, electric meter for lighting for common areas etc.
10. Windows, doors, grills and other fittings of the common areas
11. Foundation
12. Transformer, Transformer Room and its installation and fittings and fixtures for lighting the staircase lobby and other common areas
13. Generator, Generator Room and its installations
14. Pump, Pump Room and its installation
15. Drains
16. Sewers
17. Underground water reservoir
18. The said Land described in Schedule A

19. Ultimate Roof
20. Such other common parts and portions as may be determined by the Promoter upon completion of the said new building in accordance with applicable laws.

**Schedule F**

**[Common Rules]**

The Allottee shall not:

- 1.1 Partition and/or sub-divide and/or demolish and/or damage the said Office Unit and/or the Car Parking Space.
- 1.2 Ever cover or close or permit the covering or closing of the open lounges, lobbies, passages, corridors, any of the open areas including those comprised in the said Office Unit and/or comprising the Common Areas and Facilities etc. with grills or otherwise, and shall at all times keep them in the same manner as they will be delivered by the Developer, and also shall not alter the elevation and/or the outside colour scheme of the exposed walls of the said Office Unit, lounges, passages, corridors, any of the areas comprising the Common Areas And Facilities etc., and/or any external walls and/or both the faces of the external doors and windows of the said Office Unit and/or the external walls of the Building(s), which in the opinion of the Developer *inter alia* differs from and/or is in deviation from and/or may effect the colour scheme of the Building(s) and/or the elevation thereof, such opinion of the Developer being final and binding on the Allottee.
- 1.3 Damage the Building(s) or the common portions, amenities, facilities or any of the other Office Units by making any alterations or withdrawing any support or otherwise.
- 1.4 Throw or accumulate or cause to be thrown or accumulated any rubbish or refuse or dirt within/at the said Office Unit and/or at any part or portion of the said Premises and/or the Building(s) and/or in/at any of the areas comprising the Common Areas And Facilities, save at the places earmarked therefor.
- 1.5 Keep/place/leave or permit to be kept/placed/left outside the said Office Unit and/or in/at any part or portion of the said Premises and/or in/at the Building(s)

and/or in/at the lobbies, corridors, passages, staircases, landings, and/or in/at any of the areas/facilities comprising the Common Areas And Facilities etc., any packages, boxes, crates, containers etc. of any description, parcel of goods or articles, sitting stools etc., even temporarily or for a short period of time.

- 1.6 Do or permit anything to be done which is likely to cause nuisance or annoyance to any of the occupiers of the Project.
- 1.7 Use or allow the said Office Unit or any part thereof to be used, directly or indirectly, for any unlawful/immoral purpose and/or for/as any club, political meeting, hall, nursing home, hospital, boarding house, or other such purpose, or place of worship and/or for any religious activities and/or for any residential purposes/activities, and further shall not convert/apply for conversion of the nature/user thereof including but not limited to, for any direct or indirect residential , semi- residential use etc. and shall use the said Office Unit only for commercial purpose.
- 1.8 Use the Car Parking Space for any purpose other than for parking of private motor cars owned by the Allotte nor shall partition the same in any manner, and further shall not ever make/raise thereon/thereat or on any part thereof any kutchra or pucca construction of any nature whatsoever and/or any grilled wall(s) or enclosure(s), and shall always keep the same open, and shall not permit any Person to dwell/ stay/reside thereat, and further shall not store/keep any goods, furniture, articles etc. therein/ thereat, and furthermore shall not ever transfer and/or alienate and/or deal with and/or grant any manner of right in, over or in respect of the same to anyone but to a Person having or acquiring an Office Unit and/or separately or independently or devoid of the said Office Unit and/or by way of a separate space provided that and any such alteration/transfer shall at all times be subject to the terms stipulated in this Agreement.
- 1.9 Put up or affix any sign board, name plate or stick or affix bill(s), notice(s), advertisement(s), hoarding(s) etc. or other things or other similar articles in at/any part or portion of the Building(s) and/or the said Premises including any of the areas/facilities comprising the Common Areas And Facilities and/or at any part or portion of the exposed/outside walls, doors, external façade, windows etc. of the said Office Unit and/or the Car Parking Space and/or outside the said Office Unit, provided that the Allottee may display a small and decent name-plate outside the

main door of the said Office Unit at the specific space designated for the same by the Developer.

- 1.10 Keep or allow to be kept or store or operate or bring into or allow to be stored, operated or brought into the said Office Unit and/or the Car Parking Space and/or into/upon any of the areas comprising the Common Areas And Facilities and/or any part or portion of the said Premises and/or the Building(s) any goods, articles, machines, equipments etc. which in the opinion of the Developer are combustible, obnoxious, hazardous, dangerous or offensive or which are heavy and/or can affect or endanger or damage the structure and/or stability of the Building(s) or any portion thereof or any fittings or fixtures thereof, including but not restricted to, windows, doors, floors, outer walls of any Office Unit, beams, pillars, lifts, staircases etc., such opinion of the Developer being final and binding on the Allotte.
- 1.11 Hang from or attach to the beams or the rafters of any part of the said Office Unit and/or the Building(s) any articles or machinery which in the opinion of the Developer are heavy or may or likely to affect or damage or endanger the construction and/or the structure and/or stability of the Building(s) or any part thereof, such opinion of the Developer being final and binding on the Allotte.
- 1.12 Do or cause or permit to be done anything or be a party to any act or deed in or around the said Office Unit and/or the Car Parking Space, which in the opinion of the Developer may, *inter alia*, cause or tend to cause or tantamount to cause or affect or damage the Building or any portion(s) thereof in any manner whatsoever including without limitation to, the flooring, ceiling, walls, pillars or beams, or in any manner interfere with the use or enjoyment of any of the other Office Units, such opinion of the Developer being final and binding on the Allotte.
- 1.13 Affix or draw any wires, cables, pipes etc. from, to or through any of the common portions or outside walls of the Building(s) or other parts or portions of the said Premises including but not limited to the other Office Units without the prior written approval of the Developer or of the Facility Management Company, as the case may be.
- 1.14 Affix or install or attach or hang any antenna/aerial/satellite dishes on the ultimate roof of the Building and/or any open terrace that may be a part of any Office

Unit and/or its windows and/or to/from any part or portion of the Building(s) and/or the said Office Unit and/or the Car Parking Space.

- 1.15 Hang or put or dry any clothes/linen in or upon the windows and/or any other portion of the said Office Unit such that the same be visible from the outside or to outsiders, and further shall not throw anything from any floor etc. and furthermore shall not place any goods, articles, things etc. upon the window sills of the Building(s).
- 1.16 Do or permit to be done any act, deed or thing which may hurt, injure or cause provocation of the religious sentiments and/or feelings of any of the occupiers of the Office Units/the End Users and/or cause disharmony amongst them and further shall not slaughter or permit to be slaughtered any living animals at/within any part of portion of the said Office Unit and/or the Building(s) and/or the said Premises on any religious occasion or otherwise.
- 1.17 Install or fix any air-conditioner together with its indoor and outdoor units, except in the places if any specified by the Developer for the same.
- 1.18 Affix or change or alter the design or the place of the grills, the windows or the main door of the said Office Unit or make or relocate any window(s), light opening(s), door(s), path(s), passage(s), drain(s), pipe(s), conduit(s), cable(s) fittings, fixtures etc. in/serving any part or portion of the said Office Unit and the Car Parking Space and/or the Building(s) and/or the said Premises, and further shall not make any encroachment(s) or easement(s) in any part or portion of the said Office Unit and/or the Car Parking Space and/or the Building(s) and/or the said Premises.
- 1.19 Make any internal addition, alteration and/or modification in or about the said Office Unit save in accordance with the then existing statutory building regulations, and further subject to prior written permission therefor having been taken from the appropriate authorities as also from the Developer or the Association or the Facility Management Company, as the case may be.
- 1.20 Not carry on any work of fittings, fixtures or any permitted interior works and/or any permitted repairs and maintenance works and/or any other permitted works inside the said Office Unit between 10:00 a.m. and 06:00 p.m. on working days, and while carrying out such work shall ensure that no annoyance or disturbance is caused to the occupants of the said Premises and/or the adjoining premises, and in

the event of violation of any of the above, the Developer and/or the Association and/or the Facility Management Company, as the case may be, shall be entitled to forthwith stop the same without any liability and at the cost and expense of the Allotte, and further shall not carry on any such work during any school/high school/college examinations. Notwithstanding the above, all such works shall have to be done with the prior written consent of the Developer or the Association or the Facility Management Company, as the case may be, and in strict compliance with the prevailing fit-out guidelines as framed by the Developer or the Association or the Facility Management Company, as the case may be,

- 1.21 Alter the outer elevation of the Building(s) or the said Office Unit, or any part thereof, nor decorate the exteriors thereof in any manner whatsoever, and further shall not make/permit any changes in/to the signage of the Building(s) and/or the said Premises as installed by the Developer, and furthermore shall not install any monogram etc. at any part or portion of any of the external walls including those of the Building(s) and/or the said Premises.
- 1.22 Commit or permit to be committed any alteration or changes in the pipes, conduits, cables and/or any other fixtures or fittings serving any of the Office Units and/or the Building(s).
- 1.23 Do or permit any act, deed, matter or thing to be done which may render void or make voidable any insurance in respect of the said Office Unit and/or any of the Office Units and/or the Building(s) or cause the premium for the insurance to be increased, and further shall obtain and keep renewed at their own cost and expense, a comprehensive insurance coverage/policy in respect of the said Office Unit.
- 1.24 Alter or change or cause any alteration or change in/of/to the electrical points at any part or portion of the said Office Unit, and further shall avoid any overloading of the electrical points.
- 1.25 Park or allow any vehicle to be parked on/in the passages(s) and/or the pathway(s) and/or the open space(s) of/at the Building(s) and/or the said Premises and/or at any other portions of/at the Building(s) and/or the said Premises save and except at the Car Parking Space allotted to the Allottee, and to use the passages(s),

pathway(s), open spaces etc. only in the manner as may be determined by the Developer.

- 1.26 Claim any right to use any vehicle parking space and/or to park vehicles at any part or portion of the Building and/or said Premises unless specific written permission is granted by the Developer.
- 1.27 Commit breach or violate such rules and regulations as may be made applicable by the Developer or the Facility Management Company or the Association, as the case may be, including but not limited to the Rules.
- 1.28 Allow or use any cable, internet or other service providers save and except those service providers whom the Developer or the Association or the Facility Management Company, as the case may be, may have selected or engaged.
- 1.29 Make/permit any changes in/to any of the entrance lobby of the Building and/or the entrance of/to the said Office Unit including but not limited to by changing/replacing the main door, installing any collapsible gate and/or shutter etc.
- 1.30 Smoke and/or permit smoking at any part or portion of the Building(s) and/or the said Premises save at the areas, if any, designated for the same by the Developer.
- 1.31 Use or permit to be used the lifts for the purpose of carting pets, any furniture, fixtures, equipments, articles etc.
- 1.32 Do any act, deed or thing which may in any manner whatsoever obstruct/impede/restrict/ hinder the construction and/or the development and/or the completion and/or the transfer/ alienation of any part or portion of the said Premises in any manner whatsoever including but not limited to the Building and/or alterations etc. at/to the Said Premises and/or the Building(s) and the works related thereto, notwithstanding any disruption/hindrance in the enjoyment of the Said Office Unit And Properties Appurtenant Thereto by the Allottee and/or any variation/diminishment in the undivided proportionate indivisible variable share or interest (attributable and/or allocable to the said Office Unit as determined by the Developer) in the land comprised in the said Premises and in the Common Areas And Facilities as stipulated in these presents.

- 1.33 Object to the Developer carrying out and/or permitting the conversion of the vehicle parking area(s) and/or any of the open area(s) etc., into covered space(s) and/or vehicle parking spaces;
- 1.34 At any time make or claim partition or division on any ground whatsoever of/any part or portion of any of the areas/portions comprising the Common Areas And Facilities and/or the Building and/or the said Premises.
- 1.35 Raise the floor level of the said Office Unit, and furthermore shall not do any act, deed or thing which may increase/cause to increase the total load of/on the floor of the said Office Unit.
- 1.36 Block up or darken or obstruct or obscure or cover up any of the windows and/or lights of/at the said Office Unit, and further shall not cover or obstruct any ventilating shafts and/or inlets and/or outlets.
- 1.37 Install or fix grills, shades, awnings, window guards, ventilators etc. and/or alter those if any already installed/fixed, without the prior written consent of the Developer.
- 1.38 Block any area(s) and/or passage(s) including those comprising the Common Areas And Facilities.
- 1.39 Cover the fire and/or the heat sensors, sprinklers, etc. if installed, and further shall comply with and adhere to all the laws, rules and guidelines pertaining to fire safety, and the Allottee shall remain solely liable and responsible for any violation thereof, and shall keep each the Promoter and the Owner and each of the users and occupiers of the several units/ areas/spaces at the Building and/or the said Premises fully saved, harmless and indemnified in respect thereof.
- 1.40 Permit any driver, staff, etc. and/or any other person employed by the Allottee to sleep and/or squat and/or loiter around in/at any part or portion of the Building(s) and/or the said Premises.
- 1.41 Not form with the other users, occupiers etc. of the several units/areas/spaces/Office Units comprising the Building any association/holding organization, and further shall not become a member of any association and/or association of persons and/or firm and/or holding organization and/or any entity for any purpose/matter related/pertaining directly and/or indirectly to the Building



and/or the said Premises and/or for the purpose of maintenance, management, upkeep etc. of the Building and/or the said Premises, and if any such organization/company/firm/ association/other entity etc., be formed, the same shall not be recognized by the Developer.

- 1.42 Not obstruct or use the lobbies, entrances and stairways of the Building for any purpose other than ingress to and egress from the said Office Unit in the Building.
- 1.43 Play upon or cause to be played upon musical instrument or a phonograph or radio or television or loud speaker in the said Office Unit with such intensity, as may disturb or annoy the occupants of the Building and/or the adjoining premises.
- 1.44 Not use the water-closets and other water apparatus in the Building for any purpose other than those for which that were constructed, and shall not throw into the same, any sweepings, rubbish, rags or any other article. Any damage resulting from misuse of a water-closets or apparatus shall be paid for by the End User in whose Office Unit it shall have been caused.
- 1.45 Keep or harbour any bird or animal in the common areas of the Project, and in no event shall dogs and other pets be permitted on elevators (except the service elevators) or in any of the common portions of the Building(s) unless accompanied.
- 1.46 Not use drills in the pantry or toilet without the supervision of the representative of the Developer or the Facility Management Company or the Association, as the case may be, it being clarified that only drills can be used to drive nails into the walls of the said Office Unit.
- 1.47 Remove the gratings in the toilets and pantry, if any, so as to avoid clogging of the pipelines and/or sewerage lines.
- 1.48 Send any employee of the Promoter or the Association or the Facility Management Company on any private business or personal errand.
- 1.49 Carry out or permit or allow any games or sporting activities at any part or portion of the Project.
- 1.50 Pluck/damage/destroy or permit to be plucked/damaged/destroyed any flowers, plants or trees in the landscaped areas, which shall always be maintained as open areas, and no End User shall be allowed to construct anything in/on these areas.
- 1.51 Cook or permit cooking in the common areas or parking spaces .

- 1.52 Damage any common property, which would be penalized by compensation of the actual amount for repair/replacement.

## **Part II - Compliances**

### **The Allottee shall:**

- 2.1 Use the said Office Unit for the purposes and with the intent and object for which the same is constructed.
- 2.2 Assist the Developer to form the Association and strictly observe and abide by all the rules and regulations including the Rules framed/formulated by the Developer and thereafter by the Association, and pay all the penalties levied/ stipulated for non-observance of and/or non-compliance with the same.
- 2.3 Co-operate with and assist in all manner, the Developer/the Association/ the Facility Management Company, as the case may be, in carrying out their day to day activities and obligations, and shall not oppose/object to any decision taken by the Developer and/or the Association and/or the Facility Management Company as the case may be, and in particular, abide by, observe and/or perform all the relevant laws, terms, conditions, rules and regulations regarding usage and/or operation of water, electricity, drainage, sewerage, lifts, tube wells, generator and/or other installations and/or amenities in the Building(s), and/or the Project and its service zone including without limitation those under the West Bengal Fire Service Act, 1974 and/or the rules made thereunder and the Allottee shall remain solely liable and responsible thereof, and shall indemnify and keep the Owner, the Promoter, the Association, the Facility Management Company and the other owners and occupiers of the Building saved, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions and/or proceedings in respect thereof.
- 2.4 Maintain, at its own costs, the said Office Unit and shall keep the same in good condition, state and order in which the same is handed over to the Allottee, normal wear and tear accepted, and shall at all times keep the interior walls, fittings, fixtures, appurtenances, floors, ceilings, sewerage, drainage, plumbing etc. in perfect condition and repair, and further shall keep the Promoter, the Owner and each of the other occupiers/End Users of the other units/areas/spaces at the

Building(s) and/or the said Premises fully saved, harmless and indemnified from and against *inter alia* the consequences of any damage etc. arising therefrom.

- 2.5 Be and remain solely responsible for the safety and security of the Said Office Unit And Properties Appurtenant Thereto and the permissible goods/articles lying therein/thereat, if any, and to get the same insured at its own cost including against damage by fire, riot, explosion, earthquake, strike, storm, tempest, floods, wars, accidents, malicious damage, civil commotion etc.
- 2.6 Abide by and/or comply with all statutory laws, bye-laws, rules, regulations and/or restrictions that are to be abided by or complied with by the owners and occupiers of multi storied buildings in the state of West Bengal.
- 2.7 Pay regularly and punctually every month and month by month the Common Expenses at such rates as may be decided, determined and apportioned by the Developer, and as per the bills raised by the Developer and/or the Facility Management Company and/or the concerned authorities, as the case may be, payable with effect from the Possession Date.
- 2.8 Pay regularly and punctually the entirety of the Outgoings in or relating to the said Office Unit each as per the bills raised by the Developer and/or the Facility Management Company and/or the concerned authorities, as the case may be.
- 2.9 Pay such further deposits as be required by the Developer/the Facility Management Company/the Association, as the case may be, from time to time and further shall make good and pay to the Developer/the Facility Management Company/the Association, all such amounts which may have been deducted/adjusted towards any amount due and payable by the Allottee and further shall also replenish any shortfalls caused on account of the Allottee, and furthermore deposit with the Developer/the Facility Management Company/the Association such further amounts as may be determined by the Developer/ Facility Management Company/ Association, as the case may be.
- 2.10 Use the said Office Unit, the Car Parking Space and the Common Areas and Facilities carefully, peacefully and quietly and only for the purpose for which each of it is meant and as stipulated by the Developer.
- 2.11 Use the Common Areas And Facilities in common with the Developer and the other permitted users and occupiers of the Building(s) and/or the said Premises as may

be determined by the Developer at its sole and absolute discretion, and only for the limited purpose for which the same are designated/ identified by the Developer, without claiming any manner of absolute and/or exclusive right or title or interest therein/thereon/thereto, and shall not damage, destroy, disfigure any of the utilities and/or facilities and/or infrastructure or use or employ such areas and/or the facilities and/or utilities etc. in any manner not intended to be used or employed, and further shall not do any act, deed or thing which may in any manner prevent and/or restrict the rights and liberties of the Developer and/or of the other users/occupiers.

- 2.12 Sign such forms, give such authorities and render such co-operation as may be required by the Developer/the Facility Management Company/the Association, as the case may be.
- 2.13 Allow the Developer/the Facility Management Company/the Association, as the case may be, and/or their respective representatives, with or without workmen, upon prior reasonable notice (save and except in cases of emergencies) to enter into the said Office Unit and/or the Car Parking Space *inter alia*, for the purpose of maintenance, repairs, re-building etc. and for keeping in good order and condition, the electrical lines, the air-conditioning lines, the water lines, the pipe lines, sewage lines, storm water lines/storm water pits, plumbing systems etc. and/or any and/or all other elements, without raising any objection.
- 2.14 Ensure that the entirety of the Project is maintained in a decent manner.
- 2.15 Pay, and undertake(s) to pay, such damages on demand as ascertained by the Developer/the Facility Management Company/the Association, as the case may be, for the breach of any of the covenants contained in this Agreement within the due date therefor as mentioned in the demand.
- 2.16 Pay and undertake to pay interest at the rate of 2% per month in the event the Allottee fail(s) or neglect(s) to pay the damages for the breach of any covenant from the due date of demand till the date of payment, and hereby further undertake(s) that in the event the said damages and the interest thereon is not paid within 60 (sixty) days from the date of demand, the Allottee shall not use, till such time the entirety of the said damages and the interests thereon are paid, any of the utilities and facilities in the Building including without limitation the water supply, gas,

electricity, generator, lift etc., and hereby authorise(s) the Developer/the Facility Management Company/ the Association, as the case may be, to discontinue/ withdraw any or all the facilities and utilities etc.

- 2.17 Use only such routes of entry into and/or exit from the said Premises and/or the Building(s) as specified by the Developer.
- 2.18 While sending any goods or materials out of the said Premises with the help any driver, domestic help, servants, staff, etc. and/or any other Person employed by the Allottee, provide appropriate authorisation to such carriers of such goods;
- 2.19 Use only such power/generator back-up as allocated by the Developer to the said Office Unit, and shall not demand/claim any further/additional power/generator back-up on any ground whatsoever or howsoever;
- 2.20 Ensure that all the employees, personnel, visitors, customers, agents, contractors, etc. of the Allottee strictly abide by the rules framed/amended from time to time by the Developer and/or the Association including the Rules as also the instructions issued from time to time for enforcing security, maintenance etc., and further shall ensure that none of them in any manner deface, vandalise or bring to disrepute the Project.
- 2.21 Within 30 (Thirty) days from the date of execution and registration of the Deed of Conveyance, subject to and without prejudice to the terms thereof, at its own cost, expense and liability, apply for and obtain separation and mutation of the said Office Unit in the records of the Kolkata Municipal Corporation in the name of the Allottee as the owner thereof, and the Allottee shall be liable and responsible for all the costs and consequences for the non-observance of this clause, and so long as said Office Unit is not separately assessed and mutated, the Allottee shall, on and from the Possession Date be liable to pay the municipal rates and taxes in respect thereof as determined by the Developer, and, further, in the event of there being any enhancement to/in the rates and taxes due to any act, deed or thing done or carried out by the Allottee at the said Office Unit, such enhancement shall be paid and borne exclusively by the Allottee in addition to and over and above the aforesaid rates and taxes, it being clarified and understood that such assessment and mutation shall not absolve the Allottee of its continuing obligation to make payment of the proportionate share of the municipal rates and taxes in respect of

the said Premises, as determined by the Developer and/or the Association and/or the Facility Management Company, as the case may be.

- 2.22 Comply with all notices, orders and requisitions of the local and/or municipal and/or other concerned authorities that may be required to be complied with by the Developer and/or the Allottee in respect of the Said Office Unit And Properties Appurtenant Thereto or any part thereof, all at their own costs and liability.
- 2.23 Exercise all precautions and care and take all steps as may be necessary and/or expedient to prevent the commission of any offence under any statutory law or otherwise, and to keep each of the Promoter, the Owner and the users and occupiers of the other units/areas/spaces at the Building(s) and/or the said Premises saved, harmless and indemnified in the event of violation thereof.
- 2.26 Keep the lobby clean at all times.
- 2.27 Shall make the electrical fittings only from the underground cable trench or the existing electrical ducts in such manner that electric wires are not exposed.
- 2.28 Obtain car parking stickers from the Developer and/or the Association and/or the Facility Management Company, failing which the vehicles shall not be permitted to enter the said Premised.
- 2.29 Pay to the Developer or the Association or the Facility Management Company, as the case may be, car parking charges for visitors' cars as determined by the Developer or the Association or the Facility Management Company, as the case may be.
- 2.30 Observe, perform and comply with the conditions mentioned in other parts of this Schedule.
- 2.31 Co-operate with the other End Users and the Developer and/or the Association and/or the Facility Management Company, as the case may be, in the management and maintenance of the said Premises and the Project.
- 2.32 Allow the Promoter to install Neon Sign or like on the ultimate roof or on the facade or terrace of the building or a portion of the boundary wall and the Allottee(s) hereby consents and waives all rights to enable the Promoter to put up such neon sign, and agrees not to raise any objection or claim whatsoever. The Promoter shall

at all times be entitled to use the lifts, stair case, common parts and portions for the purpose of erection, repair and replacement of such neon signs.

### **Part III - Miscellaneous Rules/Covenants**

The Allottee confirm and undertake as follows:

- 3.1 If any alteration in the Project is required by the Kolkata Municipal Corporation or any other authority then the Developer may do so without any prior intimation or consent from the Allottee .
- 3.2 After the date of taking hand over of the said Office Unit, the Allotte shall have no claim against the Developer save and except limited to that stipulated in Clause 12 as modified by Clause 35.12 hereinabove.
- 3.3 The right of the Allottee will remain restricted to the said Office Unit and the Car Parking Space. All the unsold Office Units and the car parking space(s) will remain vested in the Developer and the Owner who will be free to deal with and/or dispose them off in any manner in its absolute discretion.
- 3.4 The Developer will be solely and absolutely entitled to all credits, Carbon Credits or otherwise, that may be granted or can be availed of for the manner of executing the Project or otherwise, and the Allottee shall not make any claim thereto it in any manner whatsoever.
- 3.5 In all matters relating to construction of the Building(s) and/or the Project in general including, without limitation the Plan, lay-out, Specifications and measurements, the decision of the Architect shall be final and binding, and the Allottee shall not dispute the same or raise any objection thereto on any ground whatsoever or howsoever, .
- 3.6 The right of user of the Allottee of the Common Areas And Facilities along with the Car Parking Space being an indivisible part and parcel of the said Office Unit, shall not be transferable except along with the said Office Unit (subject to and in accordance with the terms of this Agreement), and each of them shall be deemed to be transferred with the said Office Unit even though the same be not expressly mentioned in any future instrument of transfer.
- 3.7 The Developer shall be entitled to take such steps as it deems fit and proper in the interest of preserving the aesthetics of the Building(s) and/or the said Premises including but not limited to the external façade thereof.

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

**OWNER:**

Signature \_\_\_\_\_

Name:

Address:

Signature: \_\_\_\_\_

Name:

Address:

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

**Promoter:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

**WITNESSES:**

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

(2) Signature \_\_\_\_\_



Name \_\_\_\_\_

Address \_\_\_\_\_

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

(2) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**PS GROUP REALTY PVT. LTD.**

*Ravi Kumar Dugar*

**Director**