

AGREEMENT FOR SALE

This Agreement for Sale (**Agreement**) executed on this day of
Two Thousand and

By and Between

SALTEE INFRASTRUCTURE LIMITED, (CIN: U70101WB1995PLC072515 and having Income Tax PAN: AAEC54854R), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at AE-40, Sector-I, Salt Lake City, Kolkata - 700064, represented by its authorised signatory (having Income Tax PAN:), son of, by faith, by occupation, Citizen of, residing at, P.O., P.S., authorised vide Board resolution dated, hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and assigns) of the **FIRST PART**

AND

(1) SYNDICATE PLAZA PRIVATE LIMITED (CIN: U45400WB2008PTC-124824 and Income-tax PAN: AALCS8277P), a company within the meaning of the Companies Act 2013, having its registered office at 32 Ezra Street, 6th Floor, Room No. 664, Kolkata 700001, P.O. Kolkata GPO, P.S. Hare Street, represented by its authorised signatory Shri, son of Shri/ Late, a citizen of India, by faith Hindu, by occupation, residing at, P.O., P.S., duly authorised by the Board of Directors of the Company vide its resolution dated, 2019, **(2) CHITRAKSHA CONSTRUCTION PRIVATE LIMITED**, (CIN: U45400WB2014PTC201344 and Income-tax PAN: AADCC6444G), a company within the meaning of the Companies Act 2013, having its registered office at 1/G, Khudiram Bose Sarani (formerly Mall Road), Kolkata – 700080, P.O. Mall Road, P.S. Dum Dum,, represented by its authorised signatory Shri, son of Shri/ Late, a citizen of India, by faith Hindu, by occupation, residing at, P.O., P.S., duly authorised by the Board of Directors of the Company vide its resolution dated, 2019 and **(3) INDRANUJ BUILDERS PRIVATE LIMITED**, (CIN: U70109WB2016PTC-217979 and Income-tax PAN: AAECU2831C), a company within the meaning of the Companies Act 2013, having its registered office at 1/G, Khudiram Bose Sarani (formerly Mall Road), Kolkata – 700080, P.O. Mall Road, P.S. Dum Dum, represented by its authorised signatory Shri

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....., son of Shri/ Late, a citizen of India, by faith Hindu, by occupation, residing at, P.O., P.S., duly authorised by the Board of Directors of the Company vide its resolution dated, 2019, hereinafter collectively referred to as the "**Owners / Confirming Party**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their and each of their respective successor or successors-in-interest and assigns) of the **SECOND PART**

AND

[If the Allottee is a company]

M/s, (CIN: and having Income-tax PAN:), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at, represented by its authorised signatory (having Income Tax PAN:), son of, by faith, by occupation, Citizen of, residing at, P.O., P.S., authorised vide Board resolution dated, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns) of the **THIRD PART**.

[OR]

[If the Allottee is a partnership]

M/s, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at, (having Income-tax PAN:), represented by its authorised partner (Income-tax PAN:), son of, by faith, by occupation, Citizen of, residing at, P.O., P.S., duly authorised 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 permitted assigns) of the **THIRD PART**.

[OR]

[If the Allottee is an individual]

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Mr. / Ms., (Income-tax PAN:), son/daughter/wife of by faith, by occupation, Citizen of, residing at, P.O., P.S., hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, legal representatives, executors, administrators and permitted assigns) of the **THIRD PART**.

[OR]

[If the Allottee is a HUF]

Mr., (Income-tax PAN:), son of, aged about years, by faith, by occupation, Citizen of, residing at, P.O., P.S., for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at, P.O., P.S., (Income-tax 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 **THIRD PART**.

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

WHEREAS:

- A. Unless, in this agreement, there be something contrary or repugnant to the subject or context, the terms / expressions mentioned in Annexure "A" hereto shall have the meaning assigned to them as therein mentioned.
- B. The Syndicate Plaza Private Limited, Chitraksha Construction Private Limited, Indranuj Builders Private Limited, the Owners herein, are absolutely seised and possessed of and/ or otherwise well and sufficiently entitled to All That 89.84%, 6.69% and 3.47% respectively of the undivided indivisible impartible variable share or interest in All That the piece or parcel of land measuring 1,526.76 Square Metres equivalent to 1 Bigha 2 Cottahs 13 Chittacks and 9 Square Feet, more or less, situate lying at and being the municipal premises No. 56A, Syed Amir Ali Avenue, Kolkata (morefully and particularly described in the **First Schedule** hereunder written and hereinafter referred to as the "Said Premises").

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- C. Devolution of title of the Owners to the Said Premises and matters related thereto are stated in the **Tenth Schedule** hereunder written.
- D. The Owners and the Promoter herein have entered into a Development Agreement dated 07th day of November, 2019, registered at the office of Additional Registrar of Assurances-1, Kolkata and recorded in Book - I, Volume No. 1901-2019, Pages from 296116 to 2961179 Being No. 1901-06137 for the year 2019 ("**Development Agreement**") for the purpose of development of the Said Premises by the Promoter by causing to be constructed erected and completed thereat a real estate project comprising of a multistoried building mainly for residential cum commercial use. The Owners have also granted to the Promoter and two of its directors a Power of Attorney dated day of, 2019 registered at the office of the and recorded in Book No. ..., Volume No., Page from to Being No. for the year 2019 ("**POA**").
- E. Said Premises is earmarked for the purpose of development by construction of a multistoried building primarily for residential use and partly for retail commercial use ("**Building**") comprising of various flats/units/apartments, showrooms, car parking spaces etc. capable of being held and/or enjoyed independently of each other of various sizes and specifications and the said project shall be known as "**Saltee Sattvam**" ("**Project**").
- F. 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 Promoter pursuant to the terms of the Development Agreement made between the Owners and the Promoter regarding development of the Said Premises on which the Project is to be constructed have been completed in the manner and to the extent as described in the said Development Agreement;
- G. The Kolkata Municipal Corporation has granted permission to construct the Building vide Building Permit No. 2017080055 dated 20/09/2017.
- H. The Promoter has obtained sanction of various plans from Kolkata Municipal Corporation and other concerned authorities and is also in the process of obtaining sanction of various further plans from Kolkata Municipal Corporation and other concerned authorities as mentioned in the Definition No. 1.1(xxix) (being the definition of Plan) hereinbelow. The Promoter agrees and undertakes that it shall not make any changes to these plans except in strict compliance with section 14 of the Act and other laws as applicable and save to the extent as mentioned in the Definition No. 1.1(xxix) (being the definition of Plan) hereinbelow;

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- I. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on _____ under registration No. _____.
- J. The Allottee had applied for an apartment in the Project vide application No. _____ dated _____ for allotment of the **Said Unit** (as hereinafter defined) described in the **Second Schedule** hereunder written, and also hereinbelow:
- All That** the Flat / Apartment/ Showroom bearing No. having Carpet Area of Square Feet and Exclusive Balcony/ Verandah/ Open Terrace Area Or "EBVT Area", if any. having area of square feet, Built-up Area being square feet more or less, on the floor and the demarcated space measuring square feet of carpet area without having any partition walls for residential use of staff and servant/s of the Allottee on the second floor along with right to use number of open/ covered car parking space at the open compound/ ground/ basement floor ("Car Parking") of the Building now under construction at the Said Premises and of pro rata undivided share in the Common Areas (*defined hereinafter*).
- K. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein:
- L. The Allottee has, prior to the Effective Date, examined the copy of the Registration Certificate and has also examined all the documents and information uploaded by the Promoter on the website of the Authority (as defined hereinafter) as required under the provisions of the Act and the rules and regulations framed thereunder and has fully satisfied himself about the validity and all other aspects thereof and agrees and covenants not to raise any objection with regard thereto.
- M. The Allottee has represented and assured the Promoter that the Allottee is legally and otherwise competent to enter into this agreement and has adequate financial capacity to purchase and acquire the Said Unit and has adequate competence to fulfill his/her obligations under these presents and the Allottee shall furnish copies of requisite documents, information and details relating to his identity including Income-tax PAN Card, Aadhaar Card, etc. as may be required by the Promoter and/or other authorities from time to time.
- N. The Allottee shall abide by and comply with all applicable rules, regulations and statutes as laid down and notified by the appropriate governments or its

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departments from time to time relating to purchase of the Said Unit and remittance of funds.

- O. The Allottee hereby undertakes to comply with and carry out from time to time, after the Allottee has taken over possession of the Said Unit, all the requirements, requisitions, demands and repairs as required by any development, environment, statutory, municipal, government and/or competent authority, at his/her own costs and shall keep the Promoter, the Owners and the said Project indemnified, secured and harmless against all costs, consequences and damages on account of non-compliance with the said requirements, requisitions, demands and repairs.
- P. The Allottee further acknowledges that until formation of the Association, the Promoter shall cause to maintain the Project and the Common Areas and Installation thereof by appointment of Facility Manager or otherwise.
- Q. The Allottee shall abide by the covenants and obligations mentioned in the **Ninth Schedule** hereunder written which shall be construed as the covenants running with the title of the Said Unit.
- R. The rights title and interest of the Owners and the Promoter to the Said Premises has been examined by the Allottee to his satisfaction and the Allottee agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.
- S. The Allottee has also seen and inspected the various Plans already sanctioned by the Kolkata Municipal Corporation and also those proposed to be sanctioned, relating to the said Project, and has fully satisfied himself about the validity and all other aspects thereof and agrees and covenants not to raise any objection with regard thereto.
- T. The Allottee also consents and confirms that the Promoter shall be at liberty to have the Plans modified and/or altered from time to time.
- U. The Allottee is fully aware of the facts that the Promoter, for and on behalf of and in the names of the Owners, has applied to the Kolkata Municipal Corporation for sanction of additional floors to the presently sanctioned building plan and changing other configurations thereof to avail incremental additional Floor Area Ratio allowable for the construction of proposed green building under Rule 69A of the Kolkata Municipal Corporation Building Rules, 2009 and shall not raise or make any objection with regard thereto and the Allottee hereby consents to the same. The Allottee is also aware of the fact and consents and admits that owing to construction of additional floors / areas as hereinbefore contemplated, the proportionate undivided share of the

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Allottee in the land underneath the Building (in which the Unit agreed to be purchased by the Allottee is situated) shall be and/or is likely to stand reduced to which the Allottee hereby consents and shall not raise any objection with regard thereto, including with regard to the fact that owing to construction of such additional areas, the occupants of such additional areas shall be entitled to proportionate ownership and common user of the Common Areas and Installations.

- V. 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;
- W. 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;
- X. 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 Said Unit as specified in Clause-J above;

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

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter with the consent and concurrence of the Owners/Confirming Party agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Said Unit as described in the **Second Schedule** hereunder written.
- 1.2.1 The Total Consideration for the Said Unit based on the carpet area is Rs./- (Rupees only) ("**Total Consideration**") – the break-up whereof is given in **Part-I** of the **Third Schedule** hereunder written.
- 1.2.2 The Total Tax [Goods and Service Tax (GST)] to be paid in respect of the aforesaid Total Consideration for the Said Unit is Rs./- (Rupees

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.....) only ("**Total Tax**") - break-up whereof is given in **Part-II** of the **Third Schedule** hereunder written.

Explanation:

- (i) The Total Consideration above includes the booking amount paid by the Allottee to the Promoter towards the Said Unit;
- (ii) The Total Consideration and Total Tax as mentioned in clause 1.2.1 and 1.2.2 above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which are presently levied, in connection with the construction of the Project payable by the Promoter by whatever name called) up to the Date of Possession in case of the Said Unit, and upto the date of handing over the Common Areas and Installations to the Association of Allottees or the competent authority, as the case may be, after obtaining the completion certificate;

Provided that in case there is any additional or new taxes or any upward revision in the GST (from the level applicable on the date of execution of this Agreement), such additional or new taxes or any change/ modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/ reduced based on such additional or new taxes or any change/ modification in the taxes;

Provided further that if there is any increase in the taxes after the expiry of the Completion Date, the same shall not be charged from the Allottee. However, in case of any increase in stamp duty or incurrence of additional charges payable due to delay in execution and registration of the Conveyance Deed without any fault of the Promoter, the Allottee shall be required to indemnify the Promoter against any such loss incurred or suffered due to such delay in execution of the Conveyance Deed;

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in the Payment Plan 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 Consideration and Total Tax as mentioned above includes *inter-alia* recovery of price of land (proportionate share), construction of not only the Said Unit but also the common areas, internal

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development charges, external development charges, taxes, cost of providing electric wiring, lift, water line and plumbing, finishing with POP, marble, tiles, doors, windows, fire detection and firefighting equipment in the common areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Unit and the Project.

1.2.3 **TDS:** If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee shall provide the requisite tax deduction certificate to the Promoter in the manner and within the period prescribed in the relevant Act. If such deposit of TDS is not made by the Allottee to the concerned authority or proper tax deduction certificate in respect thereof is not provided to the Promoter within the period mentioned above, then the same shall be treated as default on the part of the Allottee under this agreement and the amount thereof shall be treated as outstanding.

1.2.4 **Additional Costs and Charges:** In addition to the Total Consideration and Total Tax mentioned hereinabove, the Allottee shall also pay the following amounts (hereinafter collectively referred as “**Additional Costs and Charges**”) with the GST, as may be applicable thereon, to the Promoter and the same shall be payable by the Allottee as mentioned in the **Fourth Schedule** of this Agreement:

- (i) **Electrical Connection and Generator Charges:** a sum calculated at the rate of Rs./- (Rupees) per square feet of Built-up Area of the Said Unit on account of costs charges and expenses for arranging electrical connection (including installation of transformer, if required, and excluding the security deposit) from the electric supply authority and further installation of a Diesel Generator for power back-up to run the basic facilities at the said Building including limited provision of KVA for each Unit at the Project for use during power failure; additional requirement of more than standby power reserved for each Unit specified hereinabove, however, subject to availability will be charged extra; Provided the Allottee shall pay the Deposit to the electricity supply authority directly on account of Individual Meter. The Promoter shall be in no way responsible if the supply of electricity is hindered and/or delayed due to the acts of electricity supply authority and/or other authorities or for reasons beyond control.

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- (ii) **Club Infrastructure Charge:** a sum calculated at the rate of Rs./- (Rupees) per square feet of Built-up Area of the Said Unit on account of the costs charges and expenses for providing and arranging infrastructure facility at the Club at the Building to be used in common with the owners/ occupiers of other flats/ apartments/ showrooms / units in the said Project.
- (iii) **Advance Maintenance Charges:** Interest free advance for proportionate share of the common expenses as described in the **Eighth Schedule** below (**Common Expenses / Maintenance Charges**) @ Rs. (Rupees only) per square feet of Built-up Area per month, for the period of 12 (twelve) months from the Date of Notice for Possession (as defined below). It is clarified that the Maintenance Charges shall include cost of operation, maintenance, repair and replacement of the Common Areas and Installations but not of the said Club. The Advance Maintenance Charges shall be utilized for meeting the Common Expenses/ Maintenance Charges for the said limited period of 12 (twelve) months only and the Allottee upon making such payment shall have no further obligation to pay any other amount towards Common Expenses/ Maintenance Charges for the said period of 12 (twelve) months. The amount paid by the Allottee as Advance Common Expenses/ Maintenance Charges shall be utilized by the Promoter/ Facility Manager to meet all expenses towards Common Expenses/ Maintenance Charges, without obligation of any accounting for the same.
- (iv) **Stamp Duty and Registration Costs:** Stamp duty, registration fees and other charges together with fixed miscellaneous expenses of Rs./- (Rupees) only for every instance of registration and all other fees and charges, if any, that may be incurred during the registration process in respect of this Agreement and all other documents to be executed in pursuance hereof including the Conveyance Deed in respect of the Said Unit shall be paid by the Allottee within ten days of demand being made by the Promoter in writing, in this regard. The Allottee is fully aware that stamp duty on this Agreement is payable on ad-valorem basis on the market value of the Said Unit and the Allottee is bound to register this Agreement, failure to do so will be construed as default on part of the Allottee.
- (v) **Legal Fees:** In addition to the above, Allottee shall bear and pay a consolidated sum of Rs./- (Rupees) only plus

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applicable taxes thereon towards the professional fees of the Advocate nominated by the Promoter for preparation of this agreement and the deed of conveyance/ transfer to be executed in pursuance hereof – out of which one-half shall be paid by the Allottee at or before execution hereof and the balance half shall be paid within the time period specified in the notice to take possession of the Said Unit or actual date of possession, whichever is earlier.

- 1.3 The Total Consideration mentioned above 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 schedule 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 shall make the payment of the Total Consideration and Total Tax as per the payment plan set out in the **Part-III** of the **Third Schedule** hereunder written (“**Payment Plan**”).
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments at the rate of ___% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described in **Fifth Schedule** and **Sixth Schedule** hereunder written (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Said Units or Project, as the case may be without the previous written consent of the Allottee as per the provisions of the Act **Provided That** nothing herein contain shall derogate or prejudice or

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affect the Promoter's rights and entitlements with regard to the matters connected to the plan and the additions alteration thereof as contained in Recitals H & R and Definition No. 1.1(xxix) (being the definition of Plan) of the Annexure "A" hereto. Provided that the Promoter may (without being obliged) make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

- 1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy / completion certificate (as applicable) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Consideration of the Said Unit and Total Tax as mentioned above payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction of more than three percent in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase of more than three percent in the carpet area allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan, with annual interest at the rate prescribed in the Rules, from the date when such amount was due. 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 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.
- 1.9 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Said Unit as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Said Unit;
 - (ii) The Allottee shall also have right of usage the Common Areas and Installations that may be transferred to the Association of Allottees in accordance with the provisions of the Act. Since the share/interest of Allottee in the Common Areas and Installations is undivided and cannot be divided or separated, the Allottee shall use the Common Areas and Installations along with other residents, maintenance staff, Promoter and all persons permitted by the Promoter, etc., without causing any inconvenience or



hindrance to any of them. It is clarified that the Promoter shall handover possession of the Common Areas and Installations to the Association of Allottees after duly obtaining the completion certificate from the competent authority, as provided in the Act; further, right of the Allottee to use the Common Areas and Installations and facilities shall always be subject to the timely payment of maintenance charges and other charges as applicable from time to time;

- (iii) That the computation of the price of the Said Unit includes recovery of price of Project Land (proportionate share), construction of not only the Said Unit but also the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, lift, water line and plumbing, finishing with POP, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Unit and the Project, which is specified in the **Fifth Schedule** and **Sixth Schedule** to this Agreement;
- (iv) The Allottee has the right to visit the Project site (during working hours of the Promoter) to assess the extent of development of the Project and his Said Unit, as the case may be, subject to prior consent of the Project engineer and complying with all safety measures while visiting the site.

- 1.10 It is made clear by the Promoter and the Allottee agrees that the Flat/ Apartment/ Showroom (as the case may be) along with parking rights (if any), demarcated space (if any) for residential use by the servant/s, Balcony / Verandah / Open Terrace / exclusive open space for garden (if any) etc., as applicable, agreed to be acquired by the Allottee 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 at the Said Premises 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 and that a portion of the Basement will be used by the Promoter for different operational services in order to serve the Allottees should they require such a service. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the allottees of the Project subject to such rules and regulations as shall be formulated by the Promoter/ Facility Manager as to user thereof and upon

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making payment of such periodic Usage Charges and charges for user of services and facilities therein as may be decided and/or determined by the Facility Manager and upon taking over maintenance and management of the said Building by the Association in consultation with the Facility Manager.

- 1.11 The Promoter agrees to pay all outgoing or obtain NOC before transferring the physical possession of the Said Unit to the Allottee, which it has collected from the Allottee, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan, if availed by the Promoter, and interest on mortgages or other encumbrances to the extent of the Said Unit and such other liabilities payable to competent authorities, banks and financial institutions, which are pertaining to the Said Unit and within the scope of the Promoter). If the Promoter fails to pay all or any of the outgoing collected by it from the Allottee or any liability, mortgage loan and interest thereon pertaining to the Said Unit (which are within the scope of the Promoter) before transferring the Said Unit to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.12 The Allottee has paid a sum of Rs...../- (Rupees)
only as booking amount being part payment towards the Total Consideration of the Said Unit and Total Tax mentioned above prior to the execution of this Agreement, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Said Unit as prescribed in the Payment Plan (**Part-III of the Third Schedule**) and all other amounts payable under this Agreement 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 under this Agreement or any part thereof, consequences as mentioned in Clause 9.3 shall follow.
- 1.13 It is agreed and recorded and further covenanted that the Allottee shall be liable to pay to the Association towards sinking fund to meet any contingency and for any capital expenditure required to be done in future as determined by the Association.
- 1.14 The Allottee shall be liable to pay all the municipal rates, taxes and outgoing in respect of the Said Unit leviable for the period from the date

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of Notice for Possession (actual or deemed whichever is earlier) or from the date of execution of the proposed deed of conveyance of the Said Unit in favour of the Allottee whichever is earlier. Until separate assessment/apportionment and/or mutation of the Said Unit, the Allottee shall periodically pay and/or reimburse to the Promoter the proportionate amount of municipal rates, taxes, outgoings and impositions as may be found payable on account and in respect of the Said Unit from the date of Notice for Possession or from the date of execution of the proposed deed of conveyance whichever is earlier. Upon separate assessment/apportionment and/or mutation of the Said Unit, the Allottee shall solely be responsible to pay such entire rates, taxes, outgoings and impositions as may be assessed on account and in respect of the Said Unit.

Besides the amount of such municipal rates, taxes, outgoings and impositions, the Allottee shall also proportionately bear and pay all other applicable rates and impositions wholly for the Said Unit and proportionately for the Project from the date of Notice for Possession or from the date of execution of the proposed deed of conveyance for transfer of the Said Unit in favor of the Allottee, whichever is earlier.

- 1.15 Facilities at the Club of the Said Building are intended to be allowed for use by the allottees/ owners and/or occupiers of the various flats/units/showrooms at the said Building upon its construction at the Said Premises subject to such rules and regulations as shall be formulated by the Promoter/ Facility Manager as to user thereof and upon making payment of such periodic Usage Charges and charges for user of services and facilities therein as may be decided and/or determined by the Facility Manager and upon taking over maintenance and management of the said Building by the Association in consultation with the Facility Manager. The Allottee shall be liable and commits himself to make payment of the user/ facility charges and also the recurring subscription/ charges payable in respect of the said facilities and/or cost of availing of the said facilities and services together with the common maintenance charges for the Said Unit within the 7th day of each and every month for which the same becomes due.
- 1.16 The right to use the facilities at the Club shall be personal to the allottees of the Units in the said Building and shall not be transferable in any manner to any third person or party whatsoever, save and except to the transferee of the Unit upon sale / transfer thereof by the Allottee. In the event, the Said Unit in the said Building is sold / transferred by the Allottee, then the Allottee along with his family members being the associate members of the Club, shall cease to be members of the Club, as

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the case may be and in turn, the membership (and all rights and obligations thereto) shall be transferred to the transferee/ new owners of the Unit, upon them making application for the same and agreeing to abide by the terms, rules and regulations of the said Club.

- 1.17 The Allottee is obliged and agrees to pay Annual Club Usage Charges and such monthly/ quarterly/ annually Club Usage Charges shall be applicable from the date of start of operations of the Club or the date of Notice for Possession, whichever is later. Such Club Usage Charges shall be payable monthly/ quarterly/ annually in advance to the Facility Manager, failing which the Allottee shall not be entitled to use / access the Club. The Allottee is aware that in addition to the aforesaid Club Usage Charges, the Allottee shall be obliged to and agrees to pay usage charges, if any, for specific service(s) availed of by the Allottee, as per rates determined by the Facility Manager.
- 1.18 The Owners have been made party to this Agreement merely to confirm that upon the Promoter complying with its obligations towards the Owners under the said Development Agreement, the Owners shall join in as party to the deed of conveyance or transfer that be executed and registered by the Promoter for sale of the Said Unit in favour of the Allottee in terms of this Agreement and thereby convey release and assure unto and to the Allottee its undivided variable proportionate share or interest in the land comprised at the Said Premises attributable to the Said Unit without claiming any additional consideration from the Allottee.

2. MODE OF PAYMENT

- 2.1 Subject to the terms of the Agreement and the Promoter abiding by the construction milestones as expressly mentioned in this Agreement, the Allottee shall pay to the Promoter, the Total Consideration of the Said Unit and Total Tax mentioned above, in the manner and within the stipulated time as specified in the Payment Plan mentioned in **Part-III of the Third Schedule** hereunder written through A/c payee cheque/ demand draft/pay order/wire transfer/RTGS/ NEFT or online payment (as applicable) drawn in favour of "_____ " payable 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



Rules and Regulations made thereunder or any statutory amendments (s)/ modification (s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she 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 apartment 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 THE 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 Said 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 Said Unit to the Allottee and the Common Areas to the association of the allottees or the competent authority, after receiving the occupancy certificate or the completion certificate or both, as the case may be.

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6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Said Unit and accepted the floor plan, payment plan and the specifications, amenities and facilities as provided in this Agreement, which has been approved by the competent authorities. 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 applicable laws of West Bengal and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act and/or as elsewhere stated in this Agreement, and breach of this term by the Promoter shall constitute a material breach of the Agreement. **Provided That** nothing herein contain shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan and the additions alteration thereof as contained in Recitals H & R and Definition No. 1.1(xxix) (being the definition of Plan) of the **Annexure "A"** hereto. In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials and specifications as set out in the Fifth Schedule and Sixth Schedule of this Agreement.

7. POSSESSION OF THE APARTMENT

7.1 **Schedule for possession of the Said Unit:** The Promoter agrees and understands that timely delivery of possession of the Said Unit to the Allottee and the Common Areas to the Association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. Subject to receipt of the entire amount due as on that date as per the Payment Plan, the Promoter assures to make the Said Unit habitable along with ready and complete Common Areas and Installations (described in the Seventh Schedule hereunder) with all specifications, amenities and facilities of the Project (as described in the Sixth Schedule hereunder) in place on or before ("**Completion Date**"), unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project or any other circumstances beyond the control of the

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Promoter as may be certified by the Architect to be reasonable or as may be prescribed under the Act ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions (as defined in the Act) then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Said 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 (less any taxes collected from the Allottee) received by the Promoter from the allotment within 45 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited 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, if the Said Unit is made ready prior to the Completion Date, the Allottee undertakes and covenants not to make or raise any objection to the consequent pre-ponement of his/her 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.

Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of the applicable laws, the Common Areas or any part thereof are required and to be transferred to the Association of allottees, then the Promoter shall be entitled to do so and the Allottee shall do all acts, deeds and things and sign, execute and deliver all papers documents etc., as be required therefor and if any stamp duty, registration fee, legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the allottees of the Project (including the Allottee herein) proportionately and the Promoter shall not be liable therefor in any

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manner whatsoever and the Allottee and the other allottees shall keep the Promoter fully indemnified with regard thereto.

- 7.2 **Procedure for taking possession:** The Promoter, upon obtaining the occupancy certificate or completion certificate (which may be partial), whichever be applicable, from the competent authority shall offer in writing the possession of the Said Unit, to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue of such certificate **Subject To** the terms of the Agreement and the Allottee making payment of the entire balance consideration and all other amounts and deposits payable by the Allottee to the Promoter hereunder and fulfilling all his other covenants / obligations herein. Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy / completion certificate subject to the Allottee making payment on account of stamp duty, registration fee, etc., **Provided Further That** the Promoter shall not be liable to deliver possession of the Said Unit to the Allottee nor to execute or cause to be executed any deed of conveyance or other instruments until such time the Allottee makes payment of all amounts agreed and required to be paid hereunder by the Allottee and the Allottee has fully performed all the terms conditions and covenants of this Agreement and on the part of the Allottee to be observed and performed until then. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agrees to pay the Maintenance Charges as determined by the Promoter/ Association of Allottees, as the case may be, after the issuance of the completion certificate for the Project. The Promoter shall handover the photocopy of occupancy certificate/ completion certificate of the apartment to the Allottee at the time of conveyance of the same.
- 7.2.1 It is clarified that the Promoter shall be deemed to have duly complied with all its obligations in case the Promoter issues notice of completion to the Allottee on or before the date mentioned in Clause 7.1 above.
- 7.3 **Failure of Allottee to take Possession of Said Unit:** Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee shall take possession of the Said Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Said Unit to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2, such Allottee shall be deemed to

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have taken possession of the Said Unit on the Date of Possession specified in Clause 7.2 and shall continue to be liable to pay maintenance charges and all other outgoings as specified in Clause 7.2 with effect from the said Deemed Date of Possession.

- 7.3.1 Further, in case the Allottee fails or neglects to take possession of the Said Unit as and when called upon by the Promoter as aforesaid or where physical delivery has been withheld by the Promoter on grounds of breach / default by the Allottee, the Allottee shall continue to be liable to pay Maintenance Charges and also be liable to pay demurrage charges to the Promoter at the rate of Rs. _____ (Rupees _____) only per month or part thereof plus GST (as applicable), from the Deemed Date of Possession / Date of Commencement of liability to the actual date when the physical possession is taken by the Allottee.

- 7.4 **Possession by the Allottee:** After obtaining the occupancy / completion certificate (as applicable) and handing over physical possession of all the units to the allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the allottees 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 handover the necessary document and plans including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the occupancy / completion certificate (whichever be applicable).

- 7.5 **Cancellation by Allottee:**

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

Provided that subject to clause 7.5(ii) below, where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Allottee shall serve a twelve 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 an amount equal to the Cancellation Charges and the applicable GST payable thereon. The balance amount of money paid by the Allottee shall, subject to clause 7.5(iii) below, be returned by the Promoter to the Allottee upon subsequent resale of the Said Unit i.e. upon the Promoter subsequently selling and transferring the Said Unit to another allottee and receipt of the sale price thereon. However, may it be clarified that the balance amount

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shall be payable subject to the execution and registration of the Deed of Cancellation by the Allottee at his cost and expenses.

- (ii) 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 this Agreement, the Total Consideration of the Said Unit, then prevailing for transfer of an Unit in the Project is not less than the Total Consideration of the Said 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.
- (iii) It is clarified 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.

7.6 Compensation

The Promoter/ Owners 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 Said Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 7.1; or (ii) due to discontinuance of its 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 it in respect of the Said Unit, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 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 prevalent market rent, as determined by an independent valuer, as compensation, for every month of delay till the handing over the possession of the Said Unit within 45 (forty five) days of it becoming due.

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8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Owners have absolute, clear and marketable title with respect to the land comprised at the Said Premises; the requisite rights to carry out development upon the Said Premises and absolute, actual, physical and legal possession of the said land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Said Premises or the Project.
- (iv) There are no litigations pending before any Court of law or authority with respect to the Said Premises, Project or the Said Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Premises and Said 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 Premises, Building and Said 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 intended to be created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Said Premises, including the Project and the Said Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Said Unit to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Said Unit to the Allottee and the common areas to the Association of the Allottees or the competent authority, as the case may be;

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- (x) The Said Premises is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Premises;
- (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 occupancy / completion certificate has been issued and possession of Said Unit or Project, as the case may be, along with, common areas (equipped with all the specification, amenities and facilities) has been handed over to the Allottee and the Association of Allottees or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the Said Premises and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

- 9.1. Except for occurrence of a Force Majeure event and even after the Allottee fulfilling all obligations as are contained in this Agreement, the Promoter shall be considered under a condition of Default, in the following events:
- (i) Promoter fails to provide ready to move in possession of the Said 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 Said Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities (as specified in **Fifth Schedule** of this Agreement) and for which occupation certificate or completion certificate (which may be partial), whichever be applicable, has been issued by the competent authority;
 - (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.
- 9.2. In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:
- (i) Stop making further payments to Promoter as demanded by the

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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, subject to the second proviso below, the entire money paid by the Allottee under any head whatsoever towards the purchase of the Said Unit, along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice subject to Allottee registering the deed of cancellation in respect of the Said Unit;

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, prevalent market rent as determined by an independent valuer, for every month of delay till the handing over of the possession of the Said Unit, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

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

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 of the Total Consideration and Total Tax as mentioned in clause 1.2.1 and 1.2.2 above and/or any other charges including the Additional Cost and Charges payable by the Allottee under this Agreement or any part thereof within the due dates specified herein, 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. The Parties agree and acknowledge that in addition to the interest, 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 to be two percent per instance of the delayed payment in the current financial year and shall be revised on 1st April of each year as per the rate of Reserve Bank of India's consumer price index;

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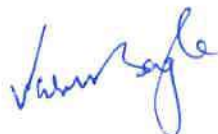
- (ii) In case of default by Allottee under the condition listed above continues for a period beyond one month after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Said Unit in favour of the Allottee and forfeit an amount equal to the Cancellation Charges and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall, subject to second proviso below, be returned by the Promoter to the Allottee within 12 (twelve) months of such cancellation or on transfer of the Said Unit to any other buyer, whichever is earlier. However, may it be clarified that the balance amount shall be payable subject to the execution of the deed of cancellation 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.

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.

- (iii) The Allottee 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 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, after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Said 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 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 Unit to any other buyer, whichever is earlier. However, may it be clarified that the balance amount shall be payable subject to the execution 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.

10. CONVEYANCE OF THE SAID APARTMENT

- 10.1 The Promoter on receipt of Total Consideration of the Said Unit, Total Tax and Additional Costs and Charges mentioned in clause 1.2.1, 1.2.2 and 1.2.4 above under the Agreement from the Allottee and other amounts elsewhere herein mentioned, shall execute a conveyance deed, as may be drafted by the Advocate appointed by the Promoter, and convey the title of the Said Unit together with proportionate indivisible share in the common areas within 3 (three) months from the date of issuance of the occupancy certificate or the completion certificate, as the case may be, to the Allottee.

Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 (three) months from the date of issue of occupancy certificate / completion certificate, whichever be applicable. However, the Promoter may require execution of the deed of conveyance in favour of the Allottee simultaneously with the delivery of possession of the Said Unit to the Allottee and the Promoter shall not be obliged to deliver possession of the Said Unit to the Allottee unless the Allottee executes and/or is ready and willing to execute the conveyance deed simultaneously with such delivery of possession. However, in case the Allottee fails to deposit the stamp duty, registration charges and other incidental expenses within the period mention in the notice, the Allottee authorized the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty, registration charges and other incidental expenses is made by the Allottee to the Promoter. All liabilities owing to such non-registration shall be to the account of the Allottee and the Allottee shall indemnify and keep the Owners and the Promoter saved harmless and indemnified of from and against all losses damages costs claims demands suffered or incurred to likely to be suffered or incurred by the Promoter.

- 10.2 The Promoter has agreed to sell and transfer the proportionate undivided indivisible impartible variable share in the Common Areas and Installations attributable to the Said Unit for the benefit of the Allottee and unless the laws for the time being in force otherwise requires such sale and transfer to be carried out in favour of the Association / Maintenance Company, the same shall be conveyed in favour of the Allottee as part of the Said Unit, to which the Allottee hereby agrees.

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- 10.3 It is expressly agreed and made clear that in case the laws for time being in force require the transfer of the Common Areas and Installations to be carried out in favour of the Association / Maintenance Company or else, then the deed of conveyance in respect of the Said Unit shall be so executed and registered by the Promoter in favour of the Allottee (i.e. sans the proportionate share in the Common Areas and Installations).
- 10.4 The deed of conveyance shall be drafted by the Advocate appointed by 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.

11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/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 of Allottees upon the issuance of the completion certificate of the Project. The cost of proportionate share of such maintenance for the initial period of twelve months from the Date of Notice for Possession has been included in the Additional Costs and Charges as mentioned in clause 1.2.4.

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 Maintenance In-Charge, the charges for such maintenance as fixed by the Promoter.

The terms conditions covenants restrictions etc., pertaining to use and enjoyment of the Common Areas and Installations of the Project are contained in **the Ninth Schedule** hereunder written and all the Allottees of the Units shall be bound and obliged to comply with the same.

12. DEFECT LIABILITY

- 12.1 It is agreed that, in case the Allottee is aggrieved by any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development, the same shall be brought to the notice of the Promoter by a written notice, within a period of 5 (five) years from the Date of Possession. Upon receipt of any such notice, the Promoter shall refer the same to an independent engineer for inspection within a period of 15 (fifteen) days from



the receipt of such notice. Based on the report of the said independent engineer, if it is determined that there exists any such defect(s), it shall be the duty of the Promoter to rectify the same without further charge, within 30 (thirty) days from the date of such report. However, based on the report of the said independent engineer, if it is determined that there exists no such defect(s), the Allottee shall be liable to bear the expenses incurred for undertaking such inspection and preparation of the report by the said independent engineer. In case of any dispute between the Parties regarding the existence and/or onus of rectification of any such defect, the same shall be resolved in accordance with the dispute resolution mechanism specified in Clause 33 of this Agreement.

- 12.2 Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee and/or any other person, without first notifying the Promoter and without giving the Promoter reasonable opportunity to inspect, assess and determine the nature of such defect, alters the state and condition of the area of the such defect, then the Promoter shall be relieved of its obligations contained in the Clause immediately preceding and the Allottee shall not be entitled to any cost or compensation in respect thereof.
- 12.3 It is clarified that the above responsibility of the Promoter shall not cover defects, damages or malfunction due to (i) misuse, (ii) unauthorized modifications or repairs done by the Allottees or the Association, (iii) cases of force majeure, (iv) failure to maintain the amenities and installations, (v) normal wear and tear, (vi) accident and (vii) negligent use.

Provided that where the manufacturer warranty as shown by the Promoter to the Allottees ends before the defect liability period and such warranties are covered under the maintenance of the Said Unit / Building and if the annual maintenance contracts are not done/ renewed by the Allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/ manufacturers/ suppliers that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty for both the Said Unit and the Common Areas and Installations, wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Said Unit and the Building excludes minor hairline cracks on the external and internal walls which happens due to variation in temperature of more than 20 degrees Celsius and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.



13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter/Facility Manager/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 Facility Manager to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE

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

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1. Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Said 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 Said 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 Said Unit and keep the Said Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/ nameplate, neon light, publicity material or advertisement material, etc. on the facade of the Building or anywhere on the exterior of the Project, buildings 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

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hazardous or combustible goods in the Said 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 Said Unit.

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

15.4. In addition to the aforesaid, the Allottee hereby agrees to observe and perform the stipulations, regulations and covenants (collectively 'Covenants'), described in the **Ninth Schedule** hereunder.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

The parties are entering into this Agreement for the allotment of a 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 and save to the extent specifically mentioned in this Agreement.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

The Allottee, however, expressly agrees that the Promoter shall be entitled to raise construction finance/ project loan from banks, financial institutions, NBFCs and other lenders to undertake the development of Said Premises and hereby consents to the same **Provided However that** at the time of execution of the deed of conveyance / transfer in terms hereof, the Promoter shall be obliged to cause release of the Said Unit together with the undivided proportionate share of

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the Common Areas and Installations attributable thereto prior to transfer of the title of the Said Unit in favour of the Allottee subject to the Allottee making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein.

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

The Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the laws pertaining to apartment ownership.

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 and annexures along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned registering authority at the office of the Registrar of Assurances at Kolkata or District Sub Registrar, South 24-Parganas at Alipore or office/designated place of the Promoter in case of commissioning, as decided and 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 concerned registering authority 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 shall be treated as cancelled and the Promoter shall be entitled to forfeit the Cancellation Charges and the 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 twelve months of such cancellation or on transfer of the Said Unit to any other purchaser of unit, whichever is earlier. However, may it be clarified that the balance amount shall be payable subject to the execution 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.

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 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 Said Unit and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Said Unit, in case of a transfer, as the said obligations go along with the Said 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.

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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 Built-up Area of the Said Unit bears to the total Built-up Areas of all the Apartments / Units 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 complete only upon its execution by the Promoter and the Owners through their respective authorized signatory at the Promoter's registered office mentioned hereinbefore. After the Agreement is duly executed by the Allottee, the Promoter and the Owners or simultaneously with the execution the said Agreement shall be registered at the office of the concerned registering authority/ at the office of the Registrar of Assurances at Kolkata or District Sub-Registrar, South 24-Parganas at Alipore or at the office/designated place of the Promoter in case of commissioning, as decided by the Promoter. Hence this Agreement shall be deemed to have been executed at the place mentioned hereinafter.

29. NOTICES

Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the Parties on the other shall be deemed to have been served if served by hand or sent by Registered Post/ Speed Post with acknowledgment due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by Registered Post/ Speed Post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.

30. JOINT ALLOTTEES

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

31. SAVINGS

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

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 in accordance with the Act and Rules.

[The additional terms and conditions hereinafter agreed are not in derogation of or inconsistent with the terms and conditions set out above or the Act and Rules and Regulations made thereunder; it being clarified that in the event of any inconsistency or contradictions in the clauses abovementioned and those contained hereinafter, the provisions of the clauses contained in Clause 33, hereinafter contained shall prevail.]

34. RESTRICTIONS ON ALIENATION:

34.1 Before taking actual physical possession of the Said Unit in terms of this Agreement and execution and registration of the Deed of Conveyance to be executed in pursuance hereof, the Allottee shall not deal with, let out, encumber, transfer or alienate the Said Unit or his rights under this



Agreement without the consent in writing of the Promoter first had and obtained in writing **Provided That** the Allottee may transfer or alienate the Said Unit or his rights under this Agreement expiry of 18 months (lock-in period) from the date of this Agreement with the consent in writing of the Promoter and after the Allottee having made payment of the entirety of all amounts payable hereunder to the Promoter and not being in default in observance of his obligations under this Agreement **Provided Further That** the Allottee shall be liable for payment of such fee / charge as may be made applicable by the Promoter in its absolute discretion for such transfer or alienation **And Subject Nevertheless To** the following terms and conditions:

- (i) The Promoter shall not be required to be a party to any nomination transfer or alienation as aforesaid and shall consent to such nomination transfer or alienation only upon being paid the fee / charge as aforesaid;
- (ii) Any such nomination assignment transfer or alienation shall be subject to the terms conditions agreements and covenants contained hereunder and on the part of the Allottee to be observed fulfilled and performed;
- (iii) The Allottee shall have previously informed the Promoter in writing of the full particulars of such nominee / transferee;
- (iv) Under no circumstances, the Allottee shall be entitled to let out the Said Unit before possession of the Said Unit is delivered to the Allottee in terms hereof and the Allottee having duly made payment of all amounts payable hereunder and having duly complied with all the Allottee's obligations hereunder.

34.2 It is clarified that any change in Allottee's control or ownership (if being a Company or a partnership or an LLP etc.) shall come within the purview of such nomination / assignment / transfer and be subject to the above conditions.

34.3 Transfer of the Said Unit after the Promoter has executed / caused to be executed the deed of conveyance of the Said Unit in favour of the Allottee shall not be governed by this clause.

35. INDEMNITY:

35.1 The Allottee indemnifies and agrees to keep the Promoter saved, harmless and indemnified of, from and against any loss or damage the Promoter may suffer as a result of non-payment, non-observance or non-



performance by the Allottee of the Allottee's Covenants and/or by any act of Allottee and/or any of the terms contained in this Agreement and Applicable Laws.

- 35.2 Further, Allottee also expressly agrees to indemnify the Promoter, if there is any levy of taxes, charges or fees by any government agency or competent authority, retrospectively or by virtue of any new interpretation of law by competent courts etc. which was not claimed/ included in the Schedule of Payment specifically.
- 35.3 If due to any act, default or omission on the part of the Allottee, the Promoter is restrained from construction of the Project and/ or transferring and disposing of other units then and in that event, the Allottee without prejudice to the Promoter's other rights, shall be liable to compensate and indemnify the Promoter for the losses, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.
- 35.4 The Allottee shall be liable to indemnify the Promoter and also the Association of Allottees against all damages costs claims demands and proceedings occasioned to the Project or the Building or any part thereof or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Promoter as a result of any act omission or negligence of the Allottee or the staff servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.

36. MISCELANEOUS

- 36.1 The use and enjoyment of the Said Unit shall, however, be subject to the payment of the Taxes and Outgoings mentioned in **Part-I of the Ninth Schedule** and in accordance with the Rules and Regulations framed by the Promoter from time to time (including the Rules and Regulations as mentioned in **Part-II of the Ninth Schedule** hereto) **AND** as a matter of necessity, the Allottee binds himself and covenants with the Promoter, the Allottees, maintenance staff and the persons permitted by the Promoter (a) to use the Common Areas and Installations in common with the Promoter, the Allottees, maintenance staff and the persons permitted by the Promoter without causing any inconvenience or hindrance to them, and (b) to observe fulfill and perform the Rules Regulations obligations

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covenants and restrictions framed and made applicable by the Promoter and/or the Maintenance In-charge from time to time for the quiet and peaceful use enjoyment and management of the Building Complex.

- 36.1.1 The Allottee shall not hold the Promoter or the Maintenance In-charge liable in any manner for any accident or damage while enjoying the Common Areas and Installations by the Allottee or his family members, guests, visitors or any other person
- 36.2 Notwithstanding anything to the contrary elsewhere herein contained, it is expressly agreed and understood by and between the parties hereto as follows:-
- (a) Besides sanction of additional FAR which has been applied by the Promoter to the Kolkata Municipal Corporation as hereinbefore mentioned, in case any further additional FSI/FAR/Construction is permitted or available at the said Premises, the Promoter shall be entitled to avail the same and to make further and additional construction which may be so available and to connect the same with the Common Areas and Installations of the said Premises to make the same habitable and to deal with, use, let out, sell, convey and/or otherwise transfer the same to any person at such consideration and in such manner and on such terms and conditions as the Promoter, in its sole discretion, may think fit and proper. In the event of any such construction, the ultimate roof of such construction shall then become the common roof to the Allottees.
 - (b) In case of any additional or further additional construction in terms of sub-clause (a) above, there would be a consequential decrease in the proportionate share of the Allottee in the land of the said Premises and the Common Areas and Installations; however, the Allottee either individually or together with the other Allottees shall not be entitled to claim refund or reduction of any consideration or other amounts payable by the Allottee hereunder nor to claim any amount or compensation from the Promoter on account thereof.
 - (c) The Promoter shall be entitled to put or allow its or its group companies / associates / affiliates / sister concerns to put neon-sign, hoardings, sign boards or any other installation on the roof of the Building or any part thereof as the Promoter, may in its sole discretion, think fit and proper.



(d) The Allottee hereby agrees, acknowledges and consents to the rights and entitlements excepted and reserved by and unto the Promoter under clause 36.2 and its sub-clauses hereinabove and to all the provisions and stipulations contained therein and undertakes and covenants not to raise any dispute objection hindrance obstruction or claim with regard to the same or the doing or carrying out of any such act deed or thing in connection therewith by the Promoter and/or persons deriving title or authority from it and also to sign and execute all necessary papers and documents in that regard, if so required and found necessary by the Promoter.

- 36.3 The Allottee confirms to participate towards formation of the Association of Allottees, which may be a Committee, Body, Society, Company or Association (may either be under the West Bengal Societies Registration Act 1961 or the Companies Act, 2013 or the West Bengal Apartment Ownership Act, 1972), within a period of 90 (ninety) days from the date of registration of the Conveyance Deed or at any time prior thereto. In case of failure to do so, the Allottee agrees to compensate for any loss suffered by the Promoter for the formation of the Association of Allottees.
- 36.4 The Allottee confirms that in order to preserve ambience, hygiene, efficient control and management of the Project, the Promoter and/ or the Facility Manager shall be entitled to frame rules relating to the use and enjoyment of the Said Unit, Building, Common Areas and Installations or the Project in general.
- 36.5 The Allottee further agrees not to undertake any addition/alteration in the Common Areas or in the Said Unit, whether individually or as part of the Association of Allottees, without the prior written permission from Promoter or its assignees
- 36.6 **Allottee's Further Acknowledgements, Covenants and Assurances:-**
- (a) The Allottee shall have no connection whatsoever with the Allottees of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee and the other Allottees (either express or implied) and the Allottee shall be responsible to the Promoter for fulfillment of the Allottee's obligations hereunder and the Promoter's rights shall in no way be affected or prejudiced thereby.



- (b) The Allottee shall not be entitled to let out, sell, transfer, assign or part with possession of the Said Unit until all the charges outgoings dues payable by the Allottee to the Promoter in respect of the Said Unit are fully paid up and a No Dues certificate is obtained by the Allottee from the Maintenance In-charge.
- (c) It is agreed that any transfer of the Said Unit by the Allottee shall not be in any manner inconsistent herewith and the covenants herein shall run with the land, and the transferee of the Allottee shall also be bound to become a member of the Association in place of the Allottee.

36.7 Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and understood by and between the Parties hereto as follows:

- (a) The Promoter have the unfettered right to grant to any person the exclusive rights or facilities of parking of car/s (open or covered or mechanical, dependent or independent) in or at the car parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the Building at the Said Premises and also the covered spaces in the ground floor and basement floor of the Building (including car parking spaces but not the one expressly provided for to the Allottee under this Agreement) in such manner as the Promoter shall in its absolute discretion think fit and proper;
- (b) The proportionate share of the Allottee in various matters referred herein shall be such as be determined by the Promoter and the Allottee shall accept the same notwithstanding there being minor variations therein for the sake of convenience;
- (c) Save the Said Unit, the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or car parking spaces at the said Project and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter, in its absolute discretion, shall think fit and proper and the Allottee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter exclusively.

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- 36.8 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter shall be exclusively entitled to and shall have the exclusive right to install its own glow sign / signage without any fee or charge and also to install and/or permit any person to install Towers, V-Sat, Dish or other Antennas or installations of any nature on the roofs for the time being of the Building or any part thereof on such terms and conditions as the Promoter may in its sole discretion think fit and proper without any objection or hindrance from the Allottee, and the Allottee hereby consents to the same.
- 36.9 The Allottee doth hereby acknowledge that the Promoter shall at all times be entitled to put or allow anyone to put the name of the Project and/or name, design and/or logo of the Promoter and/or its associate group/ brands at the roof, façade, boundary and/or other places in the Project by way of neon-sign, hoardings, signage, sign boards, etc. and the Allottee and/or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever.
- 36.10 The Promoter shall, without requiring any consent from the Allottee, have the right to construct and/or install solar panel, waste recycling facility, etc. in any part of the Project and the Promoter shall be exclusively entitled to benefit and use of such installation and/or the facilities.
- 36.11 In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank and/or financial institution, the Promoter shall be entitled and are hereby authorised by the Allottee to act in accordance with the instructions of the bank and/or financial institution in terms of the agreement between the Allottee and the Bank and/or financial institution, SUBJECT HOWEVER the Promoter being assured of all amounts being receivable for sale and transfer of the Said Unit in the agreed timeline and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee/s from such bank and/or financial institution.
- 36.12 Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of applicable laws, the Common Areas and Installations and/or the land comprised in the said Premises or any part thereof are required and to be transferred to the Association of Allottees, then the Promoter shall be entitled to do so and the Allottee shall do all acts deeds and things and sign execute and deliver all papers documents etc., as be required therefore and if any stamp duty, registration fee, Legal fees, other

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expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the Allottees (including the Allottee herein) proportionately and the Promoter shall not be liable therefor in any manner and the Allottee and the other Allottees shall keep the Promoter fully indemnified with regard thereto.

- 36.13 In the event of any change in the specifications and/or relocation of any common areas, amenities or installations are necessitated on account of any direction of statutory authorities/ utility providers or any Force Majeure events or to improve or protect the quality of construction, the Promoter, shall be entitled to effect such changes in the specifications and relocate the common areas, facilities and installations as recommended by the Architect.
- 36.14 The Promoter may not entertain any request for modification or change in the internal layouts or the specifications of the Said Unit. In case the Allottee desires with the prior permission of the Promoter, to install some different fittings/floorings on his own, he/she will not be entitled to any reimbursement or deduction of the value of the materials. The Promoter may at its own discretion subject to receipt of Total Consideration, Total Tax and other amount payable under this Agreement in respect of the Said Unit, allow access to the Allottee prior to the possession date for carrying out any interior or furnishing works at the sole costs, responsibilities and risks of the Allottee and subject to adherence of necessary safety measures.
- 36.15 This Agreement contains the entire agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Agreement be terminated or waived except by written consent by all the Parties. Further, this agreement supersedes all other publications, advertisements, brochures and/or communications of any nature whatsoever. The Allottee acknowledges upon signing of this Agreement that no agreements, conditions, stipulations, representations, guarantees or warranties have been made by the Promoter or its agents, servants or employees other than what is specifically set forth herein.
- 36.16 The Project shall bear the name "**Saltee Sattvam**" unless changed by the Promoter from time to time at their absolute discretion.

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

SIGNED SEALED AND DELIVERED
by the within-named **Promoter**
represented by its within-named Director
and authorised signatory at Kolkata in the
presence of:

SIGNED SEALED AND DELIVERED
by the within-named **Owners** represented
by their respective within-named Director
and authorised signatory at Kolkata in the
presence of:

SIGNED SEALED AND DELIVERED
by the within-named **Allottee** at Kolkata
in the presence of:



**THE FIRST SCHEDULE ABOVE REFERRED TO:
(‘Said Premises’)**

All That the piece or parcel of land containing by admeasurement 1,526.76 Square Metres equivalent to 1 Bigha 2 Cottahs 13 Chittack and 9 square feet more or less, as shown on the map or plan annexed hereto being **Annexure-I** and duly marked thereon within **Red** borders, being municipal premises No. 56A, Syed Amir Ali Avenue (formed on amalgamation of the erstwhile premises No. 56A, Syed Amir Ali Avenue and erstwhile premises No. 56B, Syed Amir Ali Avenue), P.S. Karaya, Kolkata – 700017, within the limits of Kolkata Municipal Corporation in Ward No. 069 under Borough VIII, in the District of South 24 Parganas, butted and bounded in the following manner:

- On the North : Partly by premises No. 54, Syed Amir Ali Avenue, Kolkata and partly by premises No. 24, Tarak Dutta Road Colonel Biswas Road;
- On the East : By Syed Amir Ali Avenue, Kolkata;
- On the South : Partly by Municipal Road and partly by premises No. 60A, Syed Amir Ali Avenue, Kolkata; and
- On the West : Partly by premises No. 60A, Syed Amir Ali Avenue, Kolkata, partly by premises No. 11A, Tarak Dutta Road (Colonel Biswas Road) and partly by premises No. 9, Tarak Dutta Road (Colonel Biswas Road), Kolkata

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situate butted bounded called known numbered described or distinguished.

**THE SECOND SCHEDULE ABOVE REFERRED TO:
(‘Said Unit’)**

All That the Flat / Apartment / Showroom bearing No. containing a **Carpet Area** of **Square Feet** and Exclusive Balcony/Verandah/Open Terrace Area Or “EBVT Area”, if any, having area of square feet [**Built-up Area** whereof being **Square Feet** more or less], as shown in the **Plan** annexed hereto being **Annexure-I** duly bordered thereon in “**Red**”, on the **floor** of the Building under construction at the Said Premises described in the **First Schedule** hereinabove written.

TOGETHER WITH the demarcated space measuring square feet of carpet area without having any partition walls for residential use of staff and servant/s of the Allottee at such portion of the second floor of the Building now under construction at the Said Premises as the Promoter may allocate on completion of construction of the Building.



TOGETHER WITH right to use nos. open/ top covered car parking space admeasuring square feet each at such portion of open compound/ ground/ basement floor of the said Building now in course of construction at the Said Premises as the Promoter may allocate on completion of construction of the Said Building.

**THE THIRD SCHEDULE ABOVE REFERRED TO
PART-I
(Total Consideration)**

The **Total Consideration** payable by the Allottee to the Promoter for sale of the Said Unit shall be as follows: -

Head	Amount (in Rs.)
Flat/Apartment/Showroom No., Type BHK, Floor	Rate per square foot of carpet area : Rs./-
Cost of the Flat/Apartment/Showroom	Rs. _____
Cost of exclusive balcony or verandah areas attached to the said Flat/Apartment	Rs. _____
Cost of exclusive open terrace area attached to the said Flat/Apartment	Rs. _____
Cost of demarcated space for residential use of the staff and servant/s of the Allottee as described in the Second Schedule hereinabove	Rs. _____
Floor Escalation Charge	Rs. _____
_____ number and _____ type Car parking as described in the Second Schedule hereinabove	Rs. _____
Total Consideration:	Rs. _____

(Rupees _____) only

**PART-II
(Total Tax)**

The **Total Tax** [comprising of Goods and Service Tax (GST) as per prevailing rate on the Total Consideration mentioned above] payable by the Allottee to the Promoter is Rs. _____/- (Rupees _____) only ("**Total Tax**") - break-up whereof is as under:

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CGST on Rs./- out of the Total Consideration mentioned above as per prevailing rate @%	Rs. _____
SGST on Rs./- out of the Total Consideration mentioned above as per prevailing rate @%	Rs. _____
CGST on Rs./- out of the Total Consideration mentioned above as per prevailing rate @%	Rs. _____
SGST on Rs./- out of the Total Consideration mentioned above as per prevailing rate @%	Rs. _____
Total Tax:	Rs. _____

(Rupees _____) only

PART-III
(Payment Plan)

The amount mentioned in **PART-I** and **PART-II** of this **THIRD SCHEDULE** hereinabove shall be paid by the Allottee to the Promoter in instalments as follows:

Sl. No.	Payment Event	%	Consideration Amount (Rs.)	CGST (Rs.)	SGST (Rs.)	Total Due (Rs.)
(1)	Booking Amount (including initial token amount, if any)	10%				
(2)	On Agreement (including Booking Amount)	20%				
(3)						
	Total:	100%				

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THE FOURTH SCHEDULE ABOVE REFERRED TO:

Part-I

(Additional Costs and Charges)

No.	Particulars	Amounts (Rs.)
1	Electrical Connection and Generator Charges, as specified in Clause No. 1.2.4(i) herein above, @ Rs./- per square feet of Built-up Area of the Said Unit	Rs./- plus GST, as applicable
2	Club Infrastructure Charge, as specified in Clause No. 1.2.4(ii) herein above, @ Rs./- per square feet of Built-up Area of the Said Unit	Rs./- plus GST, as applicable
3	Advance Maintenance Charges, as specified in Clause No. 1.2.4(iii) herein above, @ Rs./- per square feet of Built-up Area per month, for the period of 12 (twelve) months	Rs./- plus GST, as applicable
4	Stamp duty, registration fees and other charges, as specified in Clause No. 1.2.4(iv) herein above, together with fixed miscellaneous expenses mentioned therein	Actual as per E-assessment Slip issued by the Directorate of Registration and Stamp Revenue plus fixed misc. expenses of Rs.10,000/- for every instance of registration
5	Legal Fees, as specified in Clause No. 1.2.4(v) herein above	Rs./- plus GST, as applicable
	Total:	Rs./- plus GST, as applicable

Part-II

Schedule for Payment of Additional Costs and Charges

No.	Particulars	Amount or Percentage
1)		
2)		
	Total :	

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**THE FIFTH SCHEDULE ABOVE REFERRED TO:
(Specifications, Amenities and Facilities of the Said Unit)**

**THE SIXTH SCHEDULE ABOVE REFERRED TO:
(Specifications, Amenities and Facilities of the Project)**

**THE SEVENTH SCHEDULE ABOVE REFERRED TO:
(Common Areas and Installations)**

**Part – I
(Common Areas)**

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Part – II
(Common Installations)

Note: It is expressly made clear and agreed that the open spaces and/or any other areas not specifically mentioned in this Schedule shall not form part of the Common Areas and Installations under any circumstance.

THE EIGHTH SCHEDULE ABOVE REFERRED TO:
(Common Expenses)

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure and in particular the top roof (only to the extent of leakage and drainage to the upper floors), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Building / Project and enjoyed or used by the allottees in common with each other, main entrance and exit gates, landings and staircases of the said Building / Project and enjoyed by the allottees in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the Project / Said Premises so enjoyed or used by the allottees in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations (including, Lifts, Water Pump with Motor, Generator, Fire Fighting Equipments and accessories, CCTV, Security Systems, Deep Tube Well, Equipments and accessories in or for the Amenities and Facilities of the Project, etc.) and also the costs of repairing, renovating and replacing the same.
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen etc.) including their bonus and other emoluments and benefits.



4. **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the Said Premises (save those assessed separately in respect of any unit).
6. **INSURANCE:** Insurance premium, if incurred for insurance of the Project / Building and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES:** Expenses for serving / supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.

**THE NINTH SCHEDULE ABOVE REFERRED TO:
(Allottee's Covenants)**

Part-I

1. As a matter of necessity, the Allottee, in using and enjoying the said Unit and the Common Areas and Installations binds himself and covenants to observe fulfil and perform the rules regulations obligations covenants and restrictions as may be made applicable by the Maintenance In-Charge from time to time for the quiet and peaceful use enjoyment and management of the Said Premises and in particular the Common Areas and Installations and other common purposes and in particular those mentioned herein:
 - (a) The Allottee shall regularly and punctually pay to the Maintenance In-Charge, with effect from the Deemed Date of Possession / Date of Commencement of Liability, the amounts expenses and outgoings as are mentioned in this Agreement including, *inter alia*, the following:
 - (i) Municipal rates and taxes and water tax, if any, assessed on or in respect of the Said Unit directly to The Kolkata Municipal Corporation Provided That so long as the Said Unit is not assessed separately for the purpose of such rates and taxes, the Allottee



shall pay and/or deposit in the Suspense Account of the Kolkata Municipal Corporation proportionate share of all such rates and taxes assessed on the premises in which the Said Unit of the Allottee is situated;

- (ii) All other taxes impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the Said Unit or the Project or the Said Premises as a whole and whether demanded from or payable by the Allottee or the Owners or the Promoter and the same shall be paid by the Allottee wholly in case the same relates to the Said Unit and proportionately in case the same relates to the Said Premises.
- (iii) Electricity charges for electricity consumed in or relating to the Said Unit and until a separate electric meter is obtained by the Allottee for his Said Unit, the Promoter and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in the Said Unit from its own existing sources and the Allottee shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub-meter provided for the Said Unit at the rate at which the Maintenance In-charge shall be liable to pay the same to CESC Limited.
- (iv) Charges for enjoying and/or availing power, if (subject to availability) provided to the Allottee of the Said Unit by the Maintenance In-charge from the common Generator to be installed and the same shall be payable to the Maintenance In-charge and also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for the Said Unit, wholly and if in common with the other allottees, proportionately to the Promoter or the appropriate authorities as the case may be.
- (v) Proportionate share of all Common Expenses (including those mentioned in the **Eighth Schedule** hereinabove written) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @ Rs...../- (Rupees) only per square foot per month. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common

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services provided and the general escalation in the market rates of such services.

- (vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by CESC Ltd., from its consumers for the delay payment of its bills).

Unless otherwise expressly mentioned elsewhere herein, all payments mentioned hereinabove shall, in case the same be monthly payments, be made within 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the Said Unit or in the letter box in the ground floor earmarked for the Said Unit without any delay, demur or default and the Allottee shall indemnify and keep indemnified the Promoter and the Maintenance-in-Charge and all other Allottees for all losses damages costs claims demands and proceedings as may be suffered by them or any of them due to non-payment or delay in payment of all or any of such amounts and outgoings. Any discrepancy or dispute that the Allottee may have on such bills shall be sorted out within a reasonable time but payment shall not be with-held by the Allottee owing thereto. Any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof.

- (b) It is expressly agreed and understood that so long as the Promoter or its nominee be the Maintenance In-charge, the Allottee shall not hold it liable or responsible for rendering any accounts or explanation of any expenses incurred.
- (c) It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and façade of the Building and the Common Areas and Installations etc. and the same shall be shared by and between the Allottee and the other co-owners proportionately. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non-user or non-requirement thereof shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the proportionate share of the common expenses by the Allottee.

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Part-II
(RULES AND REGULATIONS)

1. The Allottee binds himself and covenants:

- (a) to use the Said Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Said Unit or any activity which may cause nuisance or annoyance to the Allottees; it being expressly agreed that such restriction on the Allottees shall not be applicable to the Promoter nor shall in any way restrict the right of the Promoter to use or permit to be used any Unit belonging to the Promoter for non-residential purposes;
- (b) to carry out all fitout works in the Said Unit in a good and workman-like manner and without violating any laws, rules or regulations of the municipal, National Building Code and Fire Safety rules and rules framed by other authorities and with minimum noise and ensure that no disturbance or annoyance is caused to the other Allottees;
- (c) not to drill, break, maim, hammer or in any way damage destroy or adversely affect the beams, columns and structural stability of the Building;
- (d) to observe fulfil and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the Said Premises and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Maintenance Company, as the case may be;
- (e) to use the car parking spaces, if any granted and/or agreed to be granted only for the purpose of parking of medium sized motor cars;
- (f) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities;
- (g) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies , landings etc., in the premises free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things therein or thereat or in any other common areas of the premises;

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- (h) not to claim any right whatsoever or howsoever over any unit or portion in the Said Premises save his Said Unit;
- (i) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the roof, staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Building nor allow or permit any other person to do so;
- (j) to apply for and obtain at his own costs separate assessment and mutation of the Said Unit in his name in the records of Kolkata Municipal Corporation within 06 (six) months from the Date of Possession;
- (k) to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Said Unit at all reasonable times to view and examine the state and condition thereof and to make good all defects decays and want of repair in the Said Unit within seven days of giving of a notice in writing by the Maintenance In-charge to the Allottee thereabout;
- (l) to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Building Complex and other Common Purposes;
- (m) to keep the Said Unit and party walls, sewers, drains pipes, cables, wires, water, electricity and other connections fittings and installations, entrance and main entrance serving any other Unit in the Building in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Building and not to do or cause to be done anything in or around the Said Unit which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Said Unit. In particular and without prejudice to the generality to the foregoing, the Allottee shall not make any form of alteration in the beams and columns of the Building passing through the Said Unit or the Common Areas and Installations;
- (n) to keep the Common Areas and Installations, open spaces, parking areas, paths, passages, staircases, lobby, landings etc. in the Said Premises free from obstructions and encroachments and in a clean and orderly manner;
- (o) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Kolkata Municipal Corporation, CESC, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Said Unit as well as

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the user operation and maintenance of lifts, generator, tubewell, water, electricity, drainage, sewerage and other installations and amenities at the Project and shall indemnify and keep the Promoter saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on their part;

- (p) to install fire fighting and sensing system gadgets and equipments in the Said Unit as required under law and keep the Said Unit free from all hazards relating to fire;
- (q) unless the right of parking of motor car is expressly granted and mentioned in the Second Schedule hereinabove written, the Allottee shall not park any motor car or any other vehicle at any place in the Said Premises (including at the open spaces at the Said Premises);
- (r) not to grant transfer let out or part with the right of parking car, if such right of parking is agreed to be granted hereunder, independent of the Said Unit nor vice versa, with the only exception being that the Allottee may grant transfer let out or part with the right of parking car or the Said Unit independent of the other to any other allottee of Unit in the Building and none else;
- (s) not to put any nameplate or letter box or neon-sign or board in the Common Areas or on the outside wall of the Building save a letter-box at the place in the ground floor as be expressly approved or provided by the Promoter and decent nameplates outside the main gates of their units. Not to open any additional window or any other apparatus protruding outside the exterior of the Said Unit;
- (t) not to close or permit the closing of balconies in the Said Unit;
- (u) not to install or keep or operate any generator in the Said Unit or in any Common Areas and Installations;
- (v) not to take or allow any person to take dogs and other pets on elevators (except the service elevators) and not to allow dogs and other pets in the Common Areas and Installations of the Building without accompanying them with a leash;
- (w) not to alter the outer elevation of the Building or any part thereof nor decorate the exterior of the Building or the Premises otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated;

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- (x) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Unit or any part of the Building or the Said Premises or may cause any increase in the premia payable in respect thereof;
 - (y) to observe such other covenants as be deemed reasonable by the Promoter and/or the Maintenance Company from time to time for the common purposes.
- 1.1 In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance-in-charge, interest at the rate of 2% (percent) per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to:
- (a) withhold and stop all other utilities and facilities (including lifts, generators, water, gym, swimming pool, games room, etc.) to the Allottee and his servants, employees agents tenants or licensees and/or the Said Unit;
 - (b) to demand and directly realize rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the Said Unit.
- 1.2 It is also agreed and clarified that in case any Allottee (not necessarily being the Allottee herein) fails to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or other amounts and as a result there be disconnection / discontinuity of services etc., then the Allottee shall not hold the Promoter or the Maintenance In-charge or the Owners responsible for the same in any manner whatsoever.

**THE TENTH SCHEDULE ABOVE REFERRED TO:
(Devolution of Title)**

1. By an Indenture of Conveyance dated 9th day of February, 1963 made between Administrator General, West Bengal therein referred to as the Administrator General of the One Part and Sankar Kumar Chatterjee therein referred to as the Legatee of the Other Part and registered at the office of the Registrar of Assurances, Calcutta in Book No. I, Volume No. 39, Pages 52 to 63, Being No. 809 for the year

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1963 the said Administrator General, West Bengal for the consideration therein mentioned granted, sold, conveyed, transferred, assigned, assured unto and in favour of the Legatee Sankar Kumar Chatterjee, **All That** vacant piece and parcel of land measuring 22 Cottahs 13 Chittacks 9 Square Feet be the same a little more or less situate lying at and being premises No. 56, Syed Amir Ali Avenue, Calcutta, more fully and particularly described in the Schedule thereunder written.

2. By a Deed of Lease dated 29th April, 1963 made between the said Sankar Kumar Chatterjee therein referred to as the Lessor of the One Part and Burmah Shell Oil Storage & Distributing Company of India Limited (hereinafter for the sake of brevity referred to as **Burmah Shell**), therein referred to as the Lessee of the Other Part and registered at the office of the Registrar of Assurances, Calcutta in Book No. I, Volume No. 75, Pages 245 to 255 Being No. 2546 for the year 1963, the said Sankar Kumar Chatterjee demised a portion of the said premises No. 56, Syed Amir Ali Avenue, Calcutta, measuring an area of 18 Cottahs 13 Chittacks 9 Square Feet, more or less, together with the structures erected thereon, which is subsequently renumbered as premises No. 56A, Syed Amir Ali Avenue, Calcutta, on lease unto and in favour of the said Burmah Shell for a period of 20 years with an option for renewal thereof for a further period of 20 years

3. By another Deed of Lease dated 10th day of June, 1969 made between said Sankar Kumar Chatterjee therein referred to as the Lessor of the One Part and Burmah Shell Oil Storage and Distribution Company Limited, therein referred to as the Lessee of the Other Part and registered at the office of the Registrar of Assurances, Calcutta in Book No. I, Volume No. 129, Pages 224 to 231 Being No. 3851 for the year 1969, said Sankar Kumar Chatterjee for the consideration therein mentioned and the terms conditions and covenants therein mentioned demised the remaining portion measuring 4 Cottahs of the said premises No. 56, Syed Amir Ali Avenue, Calcutta which is subsequently renumbered as premises No. 56B, Syed Amir Ali Avenue, Calcutta unto the said Burmah Shell initially for a period of 15 years 5 months commencing from 1st day of December, 1968 with an option for renewal thereof for a period of 20 years.

4. The term of the Lease Deed executed by the said Sankar Kumar Chatterjee in respect of 56A, Syed Amir Ali Avenue, Calcutta expired on 30th April, 2003 by efflux of time and the Lease granted by the said Sankar Kumar Chatterjee in respect of 56B, Syed Amir Ali Avenue, Calcutta ended on 30th April, 2004.

5. Meanwhile, by an enactment vide Burmah Shell Acquisition and Undertakings of Burmah Shell Oil Storage and Distribution of India Act, 1976, the Central Government took over the entire undertakings of the Burmah Shell including the said leases and thereafter Bharat Petroleum Corporation Limited, a Government

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Company, has stepped into the shoes of original lessee and took over all rights, assets, obligations and liabilities on and from 24th January, 1976.

6. Said Sankar Kumar Chatterjee died intestate on 09th January, 1988 leaving his wife Smt. Mira Chatterjee as his only heiress and legal representative under the Hindu Succession Act, 1956.

7. By an Indenture of Conveyance dated 16th day of June, 2003 made between the said Smt. Mira Chatterjee therein referred to as the Vendor of the One part and Aarvee Finvest Private Ltd., therein referred to as the Purchaser of the Other Part, and registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No. I, Volume No. 1, Pages 1 to 35, Being No. 1261 for the year 2006, said Smt. Mira Chatterjee, for the consideration therein mentioned, granted, sold, transferred, assigned and assured unto and in favour of the said Aarvee Finvest Private Ltd. All Those the pieces and parcels of land containing by admeasurement an area of 22 Cottahs 13 Chittacks and 9 Square Feet, be the same a little more or less, together with structures, buildings and garages erected thereon situate lying at and being premises Nos. 56A and 56B, Syed Amir Ali Avenue, Kolkata, subject to occupation thereof by the said Bharat Petroleum Corporation Limited but otherwise free from all encumbrances, charges, claims demands and liabilities whatsoever.

8. Upon expiry of the said Leases and upon failure of the part of the lessee to vacate the said demised premises, the said Aarvee Finvest Private Ltd. filed two separate suits in the Court of the 1st Civil Judge (Sr. Division) Alipore against the said Bharat Petroleum Corporation Limited for ejection and other reliefs.

9. By a Deed of Conveyance dated 14th day of August, 2008 made between the said Aarvee Finvest Private Limited, therein referred to as the Vendor of the One Part and Syndicate Plaza Private Limited, therein referred to as the Purchaser of the Other Part duly registered at the office of the District Sub-Registrar-III, Alipore, South 24-Parganas in Book No. I, CD Volume No. 17, Pages from 8550 to 8579 Being No. 07550 for the year 2014, the said Aarvee Finvest Private Limited, for the consideration therein mentioned, sold, transferred, conveyed, assigned and assured unto and in favour of the said Syndicate Plaza Limited, the Owner No.1 herein, All Those the pieces and parcels of land containing by admeasurement an area of 22 Cottahs 13 Chittacks and 9 Square Feet, be the same a little more or less, together with structures, buildings and garages erected thereon situate lying at and being premises Nos. 56A and 56B, Syed Amir Ali Avenue, Kolkata subject to occupation thereof by the said Bharat Petroleum Corporation Limited but otherwise free from all encumbrances, charges, claims demands and liabilities whatsoever.

10. Since then after protracted litigation and as per direction of the Court, said Bharat Petroleum Corporation Limited vacated the said premises Nos. 56A and 56B,

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Syed Amir Ali Avenue, Kolkata on its entirety and consequently the said Syndicate Plaza Private Limited got the exclusive vacant possession of the said premises free from all litigation.

11. Said premises No. 56A, Syed Amir Ali Avenue and No. 56B, Syed Amir Ali Avenue, Kolkata has since been amalgamated in municipal records on 26th November, 2011 and upon amalgamation said entire premises has been renumbered as municipal premises No. 56A, Syed Amir Ali Avenue, Kolkata, morefully described in the **First Schedule** hereinabove written and herein referred to as the '**Said Premises**'.

12. After having purchased the said premises no. 56A, Syed Amir Ali Avenue, Kolkata, the said Syndicate Plaza Private Limited applied for mutation of the Said Premises in its name and, accordingly, the Said Premises has been duly mutated in the name of Syndicate Plaza Private Limited and the nature of premises has been described as vacant land as per Mutation Certificate dated 12/08/2016 granted by the Kolkata Municipal Corporation.

13. Meanwhile on an application caused to be submitted for the purpose of construction erection and completion of a new residential building at the Said Premises consisting of ground plus sixteen upper floors, the Kolkata Municipal Corporation has sanctioned a building plan being Building Permit No. 2012080153 dated 21.12.2012 and by an Agreement dated 27th November 2013, said Syndicate Plaza Private Limited exclusively appointed the Saltee Infrastructure Limited as the builder for construction and completion of a multistoried residential building at the Said Premises in accordance with the said plan at and for the consideration and other terms and conditions therein mentioned.

14. Since then the said Syndicate Plaza Private Limited in consultation with the said Builder has caused a fresh building plan prepared by the Architect, which consists of basement, ground and twelve upper floors at the Said Premises for residential cum retail use and having various flats units apartments showrooms car parking spaces etc. capable of being held and/or enjoyed independently of each other; said new building plan is sanctioned by the Kolkata Municipal Corporation vide Building Permit No. 2017080055 dated 20/09/2017.

15. Thereafter, an application has been submitted before the Kolkata Municipal Corporation on 30/05/2019 for sanction of additional two floors to the presently sanctioned building plan mentioned above to avail incremental additional Floor Area Ratio allowable for the construction of proposed green building under Rule 69A of the Kolkata Municipal Corporation Building Rules 2009; said plan, however, shall be subject to such modifications or alterations as may be required or be necessary in accordance with the rules and regulations of the Kolkata Municipal Corporation

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and/or other concerned authorities including the Directorate of West Bengal Fire Service, Police Authorities, etc.

16. In the meantime, by a Deed of Conveyance dated 08th day of May 2015 made between Syndicate Plaza Private Limited, the Owner No.1 herein, therein referred to as the Vendor of the One Part and Chitraksha Construction Private Limited, the Owner No.2 herein, therein referred to as the Purchaser of the Other Part and duly registered at the office of Additional Registrar of Assurances-I, Kolkata in Book No. 1, Volume No. 1901-2015, Pages from 23939 to 23960, Being No. 190104916 for the year 2015, the said Syndicate Plaza Private Limited, the Owner No.1 herein, at and for the consideration and other terms and conditions therein mentioned sold, transferred and conveyed unto the said Chitraksha Construction Private Limited, the Owner No.2 herein, **All That** the 6.69% undivided indivisible impartible share in the Said Premises, morefully and particularly described in the Second Schedule thereunder written, leaving balance 93.31% undivided share or interest in the Said Premises with the said Syndicate Plaza Private Limited, the Owner No.1 herein.

17. By an Indenture of Conveyance dated 25th day of March, 2017 made between Syndicate Plaza Private Limited, the Owner No.1 herein, therein referred to as the Vendor of the First Part, Shakambhari Ispat & Power Limited, therein referred to as the Confirming Party of the Second Part and Indranuj Builders Private Limited, the Owner No.3 herein, therein referred to as the Purchaser of the Third Part and registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No. 1, Volume No. 1901-2017, Pages from 56523 to 56550, Being No. 190101875 for the year 2017, the said Syndicate Plaza Private Limited, the Owner No.1 herein, for the consideration therein mentioned sold, conveyed, transferred, assigned, assured unto and in favour of the purchaser therein the said Indranuj Builders Private Limited, the Owner No.3 herein, **All That** the undivided indivisible impartible 3.47% share or interest in the Said Premises, morefully and particularly described in the Second Schedule thereunder written, leaving balance 89.84% undivided share or interest in the Said Premises with the said Syndicate Plaza Private Limited, the Owner No.1 herein.

18. By virtue of the above, Syndicate Plaza Private Limited, Chitraksha Construction Private Limited, Indranuj Builders Private Limited, the Owners herein, are absolutely seised and possessed of or otherwise well and sufficiently entitled to All That 89.84%, 6.69% and 3.47% respectively of the undivided indivisible impartible variable share or interest in All That the said piece or parcel of land measuring 1,526.76 Square Metres equivalent to 1 Bigha 2 Cottahs 13 Chittacks and 9 Square Feet, more or less, situate lying at and being the municipal premises No. 56A, Syed Amir Ali Avenue, Kolkata (morefully and particularly described in the **First Schedule** hereinbefore written and hereinafter referred to as the "**Said Premises**").

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Annexure "A"**(Definitions and Interpretation)****1.1 Definition:**

In this Agreement, unless there be something contrary or repugnant to the subject or context, the following words and expressions as used herein shall have the meanings assigned to them as under:

- (i) **Act:** shall mean the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017), as amended and/or substituted.
- (ii) **Additional Costs and Charges:** shall mean the costs and charges specified in **Clause 1.2.4** hereinabove to be paid by the Allottee to the Promoter in the manner hereinabove provided.
- (iii) **Advocates:** shall mean a person or a firm of Advocates or Solicitors as may be appointed by the Promoter for the project from time to time;
- (iv) **Agreement:** means this Agreement, including all the Schedules and Annexure thereto and shall include all modifications, alterations, additions or deletions thereto made in writing upon mutual consent of the Parties subsequent to the Effective Date;
- (v) **Allottees:** according to the context shall mean all the prospective or actual buyers, who for the time being have agreed to purchase any unit/apartment in the said Project and entered into agreement for the same with the Promoter and the Owners (including the Promoter for those units and other constructed spaces not alienated by the Promoter and/or reserved and/or retained by the Promoter for its use);
- (vi) **Applicable Law:** shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgements, decrees or other requirements or official directives of any Government Authority or person acting under the authority of any Government Authority and/or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter.
- (vii) **Architects:** shall mean M/s Mass & Void (Architects) having its office presently at 'Ektaa Hibiscus', 4B, 4th Floor, 56 Christopher Road, Kolkata - 700046 appointed by the Promoter for the Project or such other architect or architects who may be appointed by the Promoter for the Project from time to time;



- (viii) **Association / Association of Allottees:** shall mean an association formed by the allottees for the purposes as mentioned in the Act;
- (ix) **Authority:** shall mean the West Bengal Housing Industry Regulatory Authority constituted under the provisions of West Bengal Housing Industry Regulation Act, 2017;
- (x) **Booking Amount:** shall mean 10% (ten percent) of the Total Consideration of the Said Unit which includes token amount/ any advances paid at the time of application for the Said Unit;
- (xi) **Building and/or New Building:** shall mean the building named “**Saltee Sattvam**” mainly for residential cum retail use proposed to be constructed erected and completed in accordance with the Plan at the Said Premises. The Promoter has applied to the Kolkata Municipal Corporation for sanction of additional floors to the presently sanctioned basement plus ground and fourteen upper floors at the Said Premises and the Allottee is fully aware of the same and shall not raise or make any objection with regard thereto and the Allottee hereby consents to the same
- (xii) **Built-up Area:** according to the context shall mean and include the carpet area of any Unit and the area of the Exclusive Balcony/ Verandah/ Open Terrace Area Or “EBVT Area” therein and/or attached thereto, if any, and shall include the thickness of the external walls and the columns and pillars (with the walls common with common areas shall be considered in full) **Provided That** if any wall or column be common between two Units, then one half of the area under such wall or column or pillar shall be included in the area of each such Unit;
- (xiii) **Cancellation Charges:** shall mean collectively (i) the Booking Amount; (ii) all interest liabilities of the Allottee accrued till date of cancellation; (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;
- (xiv) **Carpet Area:** according to the context shall mean the net usable floor area of an Unit, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Unit; Carpet Area is calculated prior to application of any finishes (i.e.

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on bare shell basis). Carpet Area is subject to tolerance of +/- 3 per cent on account of structural, design and construction variances.

- (xv) **Common Areas and Installations:** shall mean and include the common areas, installations and facilities in and for the Project mentioned and specified in the **Seventh Schedule** hereunder written and expressed by the Promoter to be available for common use and enjoyment of the Allottees subject to conditions, restrictions and reservations mentioned herein and also framed by the Promoter and/or Maintenance In-Charge from time to time, BUT shall not include the parking spaces, roofs / terraces / balconies at different floor levels attached to any particular unit or units as dealt with herein, exclusive greens / gardens attached to any unit, and other open and covered spaces at the Said Premises and the Project which the Promoter may from time to time express or intend not to be so included in the Common Areas and Installations and the Promoter shall in its absolute right deal therewith to which the Allottee hereby consents;
- (xvi) **Common Expenses:** shall mean and include all expenses for the maintenance management upkeep and administration of the premises and the Project and in particular the Common Areas and Installations and rendition of common services in common to the Allottees and all other expenses for the common purposes (including those mentioned in the **Eighth Schedule** hereunder written) to be borne paid contributed and shared by the Allottees.
- (xvii) **Common Purposes:** shall mean and include the purposes of managing maintaining and upkeeping the Project and the Said Premises and in particular the Common Areas and Installations rendition of common services in common to the allottees, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the allottees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.
- (xviii) **Completion Date:** shall mean the date of completion of the Project as per registration with the Authority and as defined in Clause 7.1 above, and shall include any extension of registration granted to the said Project by the Authority, in accordance with the Act.
- (xix) **Conveyance Deed:** means the deed of conveyance to be executed between the Allottee and the Promoter whereby the Promoter shall sell, transfer and convey the Said Unit in favour of the Allottee and the undivided proportionate title in the Common Areas and Installations in terms of the

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Act in favour of the Association of Allottees or the competent authority, as the case may be.

- (xx) **Deemed Date of Possession / Date of Commencement of Liability:** shall mean the date on which the Allottee takes actual physical possession of the Said Unit after fulfilling all his liabilities and obligations in terms of this Agreement or the date of expiry of the period specified in the notice by the Promoter to the Allottee to take possession of the Said Unit in terms of this Agreement irrespective of whether the Allottee takes actual physical possession of the Said Unit or not, whichever be earlier.
- (xxi) **Development Agreement:** shall mean the Development Agreement dated 07th day of November, 2019 made between the Owners and the Promoter duly registered at the office of Additional Registrar of Assurances-I, Kolkata and recorded in Book - I, Volume No. 1901-2019, Pages from 296116 to 2961179 Being No. 1901-06137 for the year 2019.
- (xxii) **Effective Date:** shall mean the date of execution of this Agreement;
- (xxiii) **Exclusive Balcony/Verandah/Open Terrace Area or EBVT Area:** shall mean the floor area of the balcony or verandah or open terrace as the case may be, which is appurtenant to the net usable floor area of Unit, meant for the exclusive use of the Allottee.
- (xxiv) **Facility Manager:** shall mean such person or entity as may be appointed by the Promoter or the Association of Allottees for undertaking maintenance of the Common Areas and Installations.
- (xxv) **Maintenance Charges:** shall comprise of the Common Expenses and such other charges incurred for the welfare and maintenance of the Project.
- (xxvi) **Maintenance Company:** shall mean a company, society, association of persons or any other body that may be formed of the Allottees for the Common Purposes, having such rules regulations byelaws and restrictions as be deemed proper and necessary by the Promoter.
- (xxvii) **Maintenance In-Charge:** shall upon formation of the Maintenance Company and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Maintenance Company and till such time the Maintenance Company is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter.
- (xxviii) **Parking Spaces:** shall mean covered car parking spaces in or portions of the basement and the ground floor of the Building as also in the Mechanical Car



Park in the Project and also the open car parking spaces in the open compound of the Project as expressed or intended and granted by the Promoter at their sole discretion to the intended allottees for parking of motor cars.

- (xxix) **Plan:** shall mean and include the plan already granted and sanctioned by the Kolkata Municipal Corporation vide Building Permit No. 2017080055 dated 20/09/2017 for construction of a new building at the Said Premises consisting of basement, ground and twelve upper floors at the Said Premises for residential cum retail use and having various flats units apartments showrooms car parking spaces etc. capable of being held and/or enjoyed independently of each other.

The Promoter has submitted an application before the Kolkata Municipal Corporation on 30th May, 2019 for sanction of additional two floors to the presently sanctioned building plan mentioned above and changing other configurations thereof to avail permissible additional Floor Area Ratio for the construction of proposed green building under Rule 69A of the Kolkata Municipal Corporation Building Rules 2009; said plan, however, shall be subject to such modifications or alterations as may be required or be necessary in accordance with the rules and regulations of the Kolkata Municipal Corporation and/or other concerned authorities including the Directorate of West Bengal Fire Service, Police Authorities, etc. and the Allottee is fully aware of the same and shall not raise or make any objection with regard thereto and the Allottee hereby consents to the same. The Allottee is also aware of the fact and consents and admits that owing to construction of additional floors / areas as hereinbefore contemplated, the proportionate undivided share of the Allottee in the land comprised in the Said Premises (in which the Unit agreed to be purchased by the Allottee is situated) shall be and/or is likely to stand reduced.

Definition of Plans shall also mean and include all sanctionable modifications to the sanctioned plans and/or alterations thereto as may be made from time to time by the Promoter.

- (xxx) **Said Premises:** shall mean the municipal premises No. 56A, Syed Amir Ali Avenue, (formed on amalgamation of the erstwhile premises Nos. 56A and 56B, Syed Amir Ali Avenue), Kolkata, containing an area of 1,526.76 Square Meter equivalent to 1 Bigha 2 Cottahs 13 Chittacks and 9 Square Feet, more or less, morefully and particularly described in the **First Schedule** hereunder written.



- (xxxix) **Project / Building Complex:** shall mean the project of construction of a multi-storied building named "Saltee Sattvam" for residential cum retail use consisting of various flats, apartments, units, showroom, parking spaces and other areas, benefits in and/or appurtenant to the new building proposed to be constructed at the Said Premises.
- (xxxixii) **Proportionate or Proportionately:** according to the subject or context shall mean the proportion in which the Built-up Area of any Unit may bear to the total Built-up Area of all the Units in the Building at the Said Premises; **Provided That** where it refers to share of the allottee/s in the rates and/or taxes amongst the Common Expenses, then such share of the whole shall be determined on the basis of which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area, rental income, consideration or user then the same shall be determined on the basis of the area, rental income, consideration or user thereof).
- (xxxixiii) **Rules:** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.
- (xxxixiv) **Said Unit:** means the specific Unit described in the **Second Schedule** hereinabove comprised in the Building under construction at a portion of the Said Premises.
- (xxxixv) **Third Party:** shall mean and refer to a Person who is not a party to this Agreement;
- (xxxixvi) **Title Documents:** shall mean and include various documents of title of the Owners herein in respect of the Said Premises by virtue and in pursuance of which the Owners herein are entitled to the Said Premises as per their respective undivided share hereinbefore mentioned.
- (xxxixvii) **Unit:** shall mean the flat/ apartment/ showroom and/or other constructed area called by any other name (capable of being independently and exclusively used and enjoyed) in the Project at the Said Premises and wherever the context so permits or intends shall include *inter-alia* the demarcated space without having any partition walls at such portion of the second floor as may be allocated for residential use of staff and servant/s of the Allottee, right to use the car parking space and/or roof and/or terrace / sky balcony and/or exclusive garden / green, if any, attached to the respective flat/ apartment/ showroom and/or unit, and the expression "units" shall be construed accordingly.

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1.2 Interpretations:

- 1.2.1 Unless there is something in the subject or context inconsistent therewith:
- (a) Any reference to a statute shall include any amendment or re-enactment thereof for the time being in force and shall include all instruments, orders, plans, regulations, bye laws, permissions and directions for the time being made issued or given thereunder or deriving validity therefrom;
 - (b) Any covenant by the Allottee not to act or do anything shall be deemed to include his/her/their obligations not to permit the said act or things to be done;
 - (c) unless the context otherwise requires or is stated, words in the singular include the plural and vice versa; words importing any gender include all genders.
- 1.2.2 The heading and bold typeface appearing in this Agreement are for reference only and shall not affect the construction thereof;
- 1.2.3 Reference to any agreement, contract, deed or document including this agreement shall be construed as including any amendment, modification, alteration or variation to it, any novation of it, and/or anything supplemental to it;
- 1.2.4 Each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- 1.2.5 Where there is any inconsistency between the definitions set out in this clause and the definitions set out in any clause or Schedule, then for the purpose of construing such clause or Schedule, the definitions set out in such clause or Schedule shall prevail.

While the Promoter shall endeavour to enter into agreements with allottees in the form substantially similar to this draft Agreement for Sale of flat, the Promoter reserves its right to make suitable modifications/amendments to this draft Agreement for Sale of flat as the circumstances may require.



