

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“Agreement”) executed on this ____ day of ____, 2021

BETWEEN

(1) ANANT VINCOM PRIVATE LIMITED, a company within the meaning of the Companies Act 2013, having its registered office at 4, Fairlie Place, Room No. 102, Kolkata – 700 001, P.O. – General Post Office, P.S. – Hare Street and Income Tax Permanent Account No. AAGCA7808M, **(2)**

AVIKAR COMMODITIES PRIVATE LIMITED, a company within the meaning of the Companies Act 2013, having its registered office at 52 Jadavpur Central Road Kolkata- 700 032, P.O. Jadavpur, P.S. Jadavpur and Income Tax Permanent Account No. AAGCA2945P, **(3) SHELTER PROPERTIES PRIVATE LIMITED**, a company within the meaning of the Companies Act 2013, having its registered office at 4, Fairlie Place, Room No. 102, Kolkata - 700 001, P.O. - General Post Office, P.S. - Hare Street and Income Tax Permanent Account No. AAKCS6657G, **(4) ANUGRAH CONSULTANTS PRIVATE LIMITED**, a company within the meaning of the Companies Act 2013, having its registered office at 4, Fairlie Place, Room No. 137, Kolkata - 700 001, P.O. - General Post Office, P.S. - Hare Street and Income Tax Permanent Account No. AAGCA6486K, **(5) AKSHAR DEALERS PRIVATE LIMITED**, a company within the meaning of the Companies Act 2013, having its registered office at 52 Jadavpur Central Road Kolkata- 700 032, P.O. Jadavpur, P.S. Jadavpur and Income Tax Permanent Account No. AAGCA2946Q, **(6) DAZZLING REALTY PRIVATE LIMITED**, a company within the meaning of the Companies Act 2013, having its registered office at 52 Jadavpur Central Road Kolkata- 700 032, P.O. Jadavpur, P.S. Jadavpur and Income Tax Permanent Account No. AAECD2210J, **(7) GANGOUR VINCOM PRIVATE LIMITED**, a company within the meaning of the Companies Act 2013, having its registered office at 52 Jadavpur Central Road Kolkata - 700 032, P.O. Jadavpur, P.S. Jadavpur and Income Tax Permanent Account No. AAECG6383R, **(8) NAVASHAKTI REALTY DEVELOPERS PRIVATE LIMITED**, a company within the meaning of the Companies Act 2013, having its registered office at 12 Government Place East, Kolkata P.O. - Esplanade, P.S. - Hare Street, Kolkata - 700 069 and Income Tax Permanent Account No. AADCN9666R, **(9) SNOWSHINE DEVELOPERS PRIVATE LIMITED**, a company within the meaning of the Companies Act 2013, having its registered office at 14th Floor, unit no. 1411, Diamond Heritage, 16 Strand Road, Kolkata 700001 and Income Tax Permanent Account No. AARCS3628J **AND (10) STARTREE APARTMENTS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013, having its registered office at 14th Floor, unit no. 1411, Diamond Heritage,

16 Strand Road, Kolkata 700001 and Income Tax Permanent Account No. AARCS3622C, All represented by their Constituted Attorney **Sri Navin Kumar Bhartia**, son of Late Satyanarain Bhartia, residing at 25B, Ballygunge Park, Kolkata-700019 and Income Tax Permanent Account No. ADTPB8802D, AADHAR No. 392704951009, hereinafter collectively referred to as **“the Owners”** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successor or successors-in-interest and/or assigns); of the **FIRST PART**

AND

Levelz Apartments LLP a Limited Liability Partnership formed under the Limited Liability Partnership Act, 2008, having its registered office at Unit No. 1411, 14th Floor, Diamond Heritage, 16 Strand Road, Kolkata 700 001 and having Income Tax Permanent Account No.ACQFS2098Q represented by one of its Designated Partner, **Sri Navin Kumar Bhartia**, son of Late Satyanarain Bhartia, residing at 25B, Ballygunge Park, Kolkata-700019 and Income Tax Permanent Account No. ADTPB8802D, AADHAR No. 392704951009, authorised vide resolution of the partners of the LLP dated 31st July, 2020, hereinafter referred to as **“the Developer”** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its partners for the time being and such other person or persons who may be admitted as the partners thereof and their respective heirs executors administrators legal representatives and/or assigns) of the **SECOND PART**

AND

Mr./Ms. _____,(Aadhar No. _____ / (PAN No. _____), son/daughter of _____, aged about _____, by faith _____, residing at _____ P.S. _____, P.O. _____, Pin _____, Dist. _____, hereinafter referred to as the **“ALLOTTEE”** (which expression shall unless repugnant to the context or

meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors, representatives and/or assigns) of the **THIRD PART**:

[OR]

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

The Owners, Developer and Allottee shall hereinafter collectively be referred to as the “parties” and individually as a “party”.

DEFINITIONS:

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

- a) **“Act”** means the West Bengal Housing Industry Regulation Act, 2017 (30 of 2017);
- b) **“appropriate Government”** means the State Government;
- c) **“Rules”** means the West Bengal Housing Industry Regulation Rules, 2017 made under the West Bengal Housing Industry Regulation Act, 2017.
- d) **“Regulations”** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
- e) **“Section”** means a Section of the Act.

WHEREAS:

- A.** The Owners are the absolute and lawful owners of the property more fully described in **Part - I of the First Schedule** hereto which was purchased by the Owners from time to

time (hereinafter referred to as “**the Project Land**”). The particulars of the title of the Project Land are more fully described in **Part - II of the First Schedule** hereto (hereinafter referred to as “**the Devolution of Title**”).

- B.** The Owners and the Developer have entered into a Joint Development Agreement dated 19th December, 2020, registered with the Additional Registrar of Assurances - I, Kolkata, in Book No. I, Vol No. 1901-2020, Pages 252721 to 252793 being Deed No. 190105096 for the year 2020 (hereinafter referred to as “the said Joint Development Agreement”) for development of a real estate project on the Project Land.
- C.** The Owners have also granted a Power of Attorney dated 19th, December, 2020 to the Developer (hereinafter referred to as “the said Power of Attorney”) to act in their place and stead and to represent them in all matters and purposes concerning the said Project. The said Power of Attorney was caused to be registered with the Additional Registrar of Assurances – I, Kolkata, in Book No. I, Volume No. 1901-2020, Pages 252686 to 252720, Being No. 190105100 for the year 2020.
- D.** The Project Land is intended for the purpose of development of a housing project thereon to be named as “**The Levelz**” presently proposed and planned to comprise of 44 duplex apartments in 2 (two) G+4 Wings, other spaces and common areas intended to be constructed thereon with liberty to the Developer to modify and/or expand and/or add further storey to the same at its sole discretion and the Allottee hereby consents to the same. (“Project”).
- E.** The Developer has caused a plan to be sanctioned by the Kolkata Municipal Corporation, being Building Permit No. 2020100134 dated 12.02.2021 (“**Plan**”), for construction of the Project.

- F.** The Developer is fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Developer regarding the Project Land have been completed.
- G.** The Developer has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and the apartments or buildings thereon from the Kolkata Municipal Corporation vide Building Permit No. 2020100134 dated 12.02.2021.
- H.** The Developer has named the Project as “**The Levelz**” and has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at ____ on ____ under Registration No. ____ .
- I.** The Allottee has applied for allotment of an apartment in the Project vide application No. ____ dated ____ and has been allotted Apartment No. ____ (“**Apartment**”) having carpet area of ____ square feet more or less, along with balcony having an area of ____ square feet more or less, along with open terrace having an area of ____ square feet more or less, altogether built up area of ____ sq ft more or less, total Super Built-Up Area of ____ sq ft more or less, on the ____ floor in ____ Wing to be developed on the Project Land along with ____ nos of medium sized parking space (s) being Nos. ____ (“**Parking Space**”) as permissible under applicable law to be constructed in accordance to the Specifications as mentioned in **Part - II** of the **Second Schedule** hereto Together With the pro rata share in the Common Areas, Amenities and Facilities of the Project, to be used with all other allottees of the Project (**Project Common Areas, Amenities and Facilities**) morefully mentioned in the **Third Schedule** (hereinafter collectively referred to as the “**said Apartment**”) and morefully mentioned in **Part - I** of the **Second Schedule** hereto and the layout of the said Apartment and the Parking Space are

delineated in Green on the Plan annexed hereto and collectively marked as **Annexure "A" and Annexure "B"** respectively.

- J.** The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- K.** The parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the Project.
- L.** The Allottee has been made aware and has unconditionally agreed that the owners and occupants of other apartments in the Project shall have complete and unhindered access to the Project Common Areas, Amenities and Facilities.
- M.** The parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- N.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Developer hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment, as specified in Clause I subject to the terms and conditions contained herein.

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 On the assurance of the Allottee having understood and being fully acquainted with the scheme of development of the Project and subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Allottee and the Allottee hereby agrees to purchase the said Apartment as specified in Clause I.
- 1.2 The Total Price for the said Apartment is based on carpet area and is Rs. ____/- (Rupees ____ only) (Unit Price) inclusive of GST of Rs. ____/- (Rupees ____ only) (GST) and a sum of Rs. ____/- (Rupees ____ only) towards Extra Charges, collectively hereinafter referred to as the Total Price and morefully described in the **Fifth Schedule** hereunder written. (“**Total Price**”)

In addition to the aforesaid Total Price, the following charges shall be paid as actuals/or as mentioned by the Developer as per payment schedule:

- (a) Cost/Deposit for obtaining Electricity Meter;
- (b) Stamp Duty/registration charges/commission charges/legal fees and other incidental expenses in this regard for stamping, registration and commission;
- (c) Charges for mutation and separate assessment of the said Apartment, mutation fee, if any, and other miscellaneous charges and incidental charges in relation to mutation;
- (d) Charges for formation of Association on actual basis;
- (e) Costs charges and expenses for providing Generator, satellite cable TV connection, Telephone and Internet connection, Power backup connection, per such connection as per actuals;

- (f) Charges for Amenities and Facilities in the complex on per square feet basis.
- (g) Costs for providing MS Grill for the windows, plus applicable taxes, if required; as per the design of the architect and;
- (h) Interest Free Sinking Fund amounting to Rs. ____/- (Rupees ____ only); and
- (i) Interest Free advance common area maintenance charges amounting to Rs. ____/- (Rupees ____ only) plus applicable GST thereon.

Notes:

- (i) *Interest free advance common area maintenance charges will be calculated on a proposed estimated cost at the time of possession.
- (ii) The abovementioned advance common area maintenance and sinking fund shall be received by the Developer on behalf of the ultimate Association/Facility Management Company and transferred by the Developer to the association of the apartment owners upon its formation subject to the provisions of Clause 38.4 hereunder.

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Developer towards the said Apartment. **Booking Amount** shall mean a sum of Rs. ____/- (Rupees ____ only) (not more than 10% of the Unit Price excluding applicable GST.)

- (ii) The Total Price above includes taxes (consisting of tax paid or payable by the Developer by way of Goods and Services Tax, cess or any other similar taxes which may be levied in connection with the construction of the Project and payable by the Developer, by whatever name called) up to the date of handing over the possession of the Apartment to the Allottee and the Project to the Association of Allottees, after obtaining completion certificate of the Project.

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Developer shall be increased / reduced based on such change / modification.

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the said Project (as may be extended) the same shall not be charged from the Allottee.

- (iii) The Developer shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv) The Total Price of the Apartment includes recovery of price of land, cost of construction of not only the Apartment but also the Project Common Areas, Amenities and Facilities, internal development charges, external development charges, taxes, cost of providing

electrical wiring, electrical connectivity to the Apartment, lift, water line and plumbing, flooring, tiles, doors, windows, fire detection and firefighting equipment in the Project Common Areas, Amenities and Facilities, maintenance deposits and other charges as mentioned in clause 1.2 above and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

1.2.1 **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 proper evidence thereof to the Promoter within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee under this agreement and the amount thereof shall be treated as outstanding.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, costs/charges imposed by the competent authorities, the Developer shall enclose details of the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments Provided That if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project (as extended) the same shall not be charged from the Allottee.

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in the **Fourth Schedule** hereto ("**Payment Plan**").
- 1.5 The Developer may allow, in its sole discretion a rebate as may be deemed fit and proper for early payments of instalments payable by the Allottee by discounting such early payments 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 Developer.
- 1.6 The Developer may make such minor additions or alterations as may be required by the Allottee or such minor changes or alterations in the Project in the best interest and the betterment of the Project and in accordance with applicable laws.
- 1.7 The Developer shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Apartment is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any in the carpet area. The Total Price payable for the Apartment shall be recalculated upon confirmation by the Developer. If there is reduction in the carpet area then the Developer shall refund the excess money paid by the Allottee within 45 (forty-five) days in accordance with applicable laws. If there is any increase in the carpet area, which is not more than 3 (three) percent of the carpet area of the Apartment, allotted to Allottee, the Developer may demand the increased amount from the Allottee as per the next milestone of the Payment Plan as provided in the **Fourth Schedule**. All these monetary adjustments shall be made at the same rate per square foot as agreed in para 1.2 of this Agreement.

1.8 Subject to para 9.3, the Developer agrees and acknowledges that the Allottee shall have the right to the said Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (ii) The Allottee shall also have undivided proportionate share in the Project Common Areas, Amenities and Facilities. Since the share/ interest of the Allottee in the Project Common Areas, Amenities and Facilities is undivided and cannot be divided or separated, the Allottee shall use all Common Areas along with other occupants, maintenance staff etc. of the Project, without causing any inconvenience or hindrance to them. It is clarified that the Developer shall convey and hand over the Project Common Areas, Amenities and Facilities to the association of apartment owners of the Project, to be formed after duly obtaining the completion certificate from the competent authority as provided in the Act. The Allottee understands and agrees that his right to use and enjoyment of the Project Common Areas, Amenities and Facilities, shall always be subject to the applicable usage rules as may be prescribed by the Developer/Agency/Association and further subject to his timely payments of the maintenance charges and other charges as may be applicable.
- (iii) The computation of price of the said Apartment includes recovery of price of land, construction of (not only the Apartment but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, waterline and plumbing, finishing with tiles, flooring, (as agreed) doors, windows, fire detection and fire-fighting equipment, (only to the extent, as required under the relevant law(s)) in the common areas, maintenance charges as per para 11 etc and includes cost for

providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;

(iv) The Allottee has the right to visit the project site to assess the extent of development of the said Apartment, as the case may be, however with prior intimation to and permission from the Developer.

1.9 It is made clear by the Developer and the Allottee agrees that the Apartment along with the Parking Space shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent self-contained Project covering the Project Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that the Project's facilities and amenities shall be available only for use and enjoyment of the allottees (including the Allottee herein) of the Project.

1.10 Till Possession Date, the Developer shall be liable to pay all outgoings in respect of the said Apartment which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project).

1.11 The Allottee, has paid a sum of Rs. ____/- (Rupees ____ only) excluding GST as booking amount (**Booking Amount**) being part payment towards the Total Price of the said Apartment at the time of application, the receipt of which the Developer hereby acknowledges in the Memo of Consideration hereunder and the Allottee hereby

agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan (**FOURTH SCHEDULE** hereunder written) as may be demanded by the Developer within the time and in the manner specified therein.

Provided That if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent per annum.

2. MODE OF PAYMENT:

2.1 Subject to the terms of the Agreement, the Allottee and the Developer abiding by the construction milestones, the Allottee shall make all payments, on written demand/e-mail by the Developer, within the stipulated time as mentioned in the Payment Plan in the Fourth Schedule hereunder or otherwise, through account payee local cheques/demand drafts/banker's cheques or online payment (as applicable) in favour of 'Levelz Apartments LLP'. payable at Kolkata or in the manner mentioned in the demand/email. Outstation cheques shall not be accepted.

2.2 In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee for any reason whatsoever, then the same shall be treated as a default and the Developer may at its sole discretion be entitled to exercise any recourse available herein. Further, the Developer shall intimate the Allottee of the dishonour of the cheque and the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Developer of all the amounts including the dishonour charges of Rs. 5000/- (Rupees Five Thousand only) (for each dishonour). In the event the said Demand Draft is not tendered within 7 (seven) days then the Developer shall have a

right (not an obligation) to cancel the allotment, subject to provisions hereunder. In the event the Allottee comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Developer may consider the same at its sole discretion. In the event of dishonour of any cheque, the Developer shall have no obligation to return the original dishonoured cheque.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Developer with such permission, approvals which would enable the Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided shall be in terms of or in accordance with the provisions of the 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 of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Developer accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Developer 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 Developer immediately and comply with necessary formalities if any under applicable laws. The Developer 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 Developer shall be issuing the payment receipts in favour of the Allottee only.

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

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

5. **TIME IS ESSENCE:**

The Developer shall abide by the time schedule for completing the said Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the Project Common Areas, Amenities and Facilities to the association of the allottees or the competent authority, as the case may be.

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

The Allottee has seen and accepted the proposed layout plan of the said Apartment as shown in **Annexure - A** and also the floor plan as also shown in **Annexure- B** to the Agreement, Specifications, Project Common Areas, Amenities and Facilities as mentioned in the **SECOND SCHEDULE** and the **THIRD SCHEDULE** hereto which has

been approved by the competent authority, as represented by the Developer. The Developer shall make its best endeavour *to* develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, and in accordance to permissible laws. .

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Apartment - The Developer agrees and understands that timely delivery of possession of the said Apartment to the Allottee, and the Project Common Areas, Amenities and Facilities to the association of the allottees is the essence of the Agreement. The Developer assures to hand over possession of the said Apartment along with the right to use the Project Common Areas, Amenities and Facilities with all specifications, amenities and facilities *within the date mentioned in the Registration Certificate issued by the Regulatory Authority under the WBHIRA* unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, epidemic, lockdown or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If however, the completion of the said Project is delayed due to the Force Majeure conditions or any other events beyond the control of the Developer including but not limited to change in law, non-availability or irregular availability of essential inputs, water supply or sewerage disposal connection or electric power, or slow down or strike by contractor, construction agency employed/to be employed, change in any Governmental/Statutory Notifications, any order/stipulation of the courts/statutory or local authorities, any prohibition order from any court of law or statutory authorities, then the Allottee agrees that the Developer shall be entitled to extension of time for delivery of possession of the said Apartment, provided that such Force Majeure conditions are of a nature which make it impossible for the contract to be implemented by the Developer during the continuance of such event and also till such

further time as may be required to overcome the effect of such event. The Allottee agrees to co operate with the Developer in such a situation and records its consent to such extension of time for delivery of possession as may be accorded to the Developer by the Regulatory Authority from time to time. The Allottee further agrees and confirms that, in the event it becomes impossible for the Developer to implement the said Project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee the entire amount received by the Developer from the Allotment within 45 (forty five) days from such date. The Developer shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession** – The Developer, upon obtaining the completion certificate (or such other certificate by whatever name called issued by the competent authority) from the competent authority shall offer in writing the possession of the Apartment, (**“Notice of Possession”**) to the Allottee in terms of this Agreement to be taken within the date as specified therein (the **“POSSESSION DATE”**) Provided that the conveyance deed of the said Apartment in favour of the Allottee shall be executed and registered by the Developer (subject, however, to the Allottee making all payments as mentioned in the **Fourth Schedule** hereto and taking possession of the said Apartment in terms of the Notice of Possession and making payment of the stamp duty, registration charges and legal charges & expenses to the Developer as per requisition of the Developer) within three months from the date of issue of completion certificate (or such other certificate by whatever name called issued by the competent authority) as provided by the relevant laws in

West Bengal. The Allottee, agree(s) to pay the maintenance charges, proportionate share of municipal tax and all other outgoings as determined by the Developer/association of allottees, as the case may be, on and from the Possession Date. The Developer shall hand over a copy of the completion certificate (or such other certificate by whatever name called issued by the competent authority) of the Project/said Apartment, as the case may be, to the Allottee at the time of conveyance of the said Apartment in favour of the Allottee.

7.3 Failure of Allottee to take possession of Apartment – Upon receiving a written intimation from the Developer as per para 7.2, the Allottee shall take possession of the said Apartment from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Developer shall give possession of the said Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2 such Allottee shall be liable to pay maintenance charges, proportionate share of municipal tax and all other outgoings from such date as notified in the Possession Notice (**Deemed Possession**). In addition the Allottee shall be liable to pay a further amount of Rs. 30,000/- (Rupees Thirty Thousand only) per month towards Holding Charges for the period of delay in taking over possession of the said Apartment.

7.4 Possession by the Allottee – After obtaining the completion certificate (or such other certificate by whatever name called) as issued by the competent authority, and handing over physical possession of all the Apartments to the respective allottees, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including the Project Common Areas, Amenities and Facilities to the association of allottees or the competent authority, as the case may be, as per the local laws i.e, the West Bengal Apartment Ownership Act, 1972.

7.5 **Cancellation by Allottee** - The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act. Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Developer, the Developer herein is entitled to forfeit 10% of the Unit Price being the booking amount (**Booking Amount**), paid for the allotment plus applicable taxes. The balance amount of money paid by the Allottee shall be returned by the Developer to the Allottee without interest within 45 (forty five) days of such cancellation.

7.6 **Compensation** - Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the said Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act or for any other reason, the Developer shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the said Apartment, with interest at the rate prescribed in the Rules in the manner as provided under the Act . Provided That where the Allottee does not intend to withdraw from the Project, the Developer shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the said Apartment..

8. **REPRESENTATIONS AND WARRANTIES OF THE OWNER AND THE DEVELOPER:**

The Owners and the Developer hereby represents and warrants to the Allottee as follows:

- (i) The Owners have absolute, clear and marketable title with respect to the Project Land and both the Owners and the Developer have the requisite rights to carry out development upon the Project Land and has absolute, actual, physical and legal possession of the Project Land;
- (ii) The Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) Save and except as disclosed in the Seventh Schedule hereunder written there are no encumbrances upon the Project Land and/or the Project.
- (iv) It is also made known to the Allottee that the Developer has taken or intends to take a loan from bank(s)/financial institution(s) against security of the Project Land and the construction having already been made and/or being made. The Developer shall cause the said bank(s)/financial institution(s), if necessary, to issue no objection letter in favour of the Allottee to enable the Allottee to take loan from any bank or financial institution for financing the purchase of the said Apartment and the Developer further undertake that the Developer shall cause the said bank(s)/financial institution(s) to release the said Apartment from the mortgage created by the Developer on or before the Developer executing the deed of conveyance of the said Apartment in favour of the Allottee and the Allottee will get the title of the said Apartment free from all encumbrances;
- (v) Save and except as disclosed there are no litigations pending before any court of law or authority with respect to the Project Land/Project or the said Apartment;

- (vi) All approvals, licenses and permits issued by the competent authorities with respect of the Project, Project Land and said Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, buildings and Apartment and the common areas;
- (vii) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may be prejudicially affected;
- (viii) The Owners and the Developer have 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 Project Land, including the said Plot and the said Apartment which will, in any manner, affect the rights of the Allottee under this Agreement;
- (ix) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (x) At the time of execution of the Deed of Conveyance, the Developer shall handover lawful, vacant, peaceful, physical possession of the said Apartment to the Allottee and the Project Common Areas, Amenities and Facilities to the Association of allottees or the competent authority, as the case may be, after the completion of the Project.
- (xi) The said Apartment is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Apartment;

- (xii) The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate of the Project has been issued and possession of said Apartment, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of allottees or the competent authority, as the case may be.
- (xiii) 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 Project Land) has been received by or served upon the Developer in respect of the Project Land or the Project.

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

- 9.1 Subject to the Force Majeure clause, the Developer shall be considered under a condition of default, in the following events:
- (i) The Developer fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the said Project within the stipulated time disclosed at the time of registration of the said Project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition as required by the authorities and for which occupation certificate and completion certificate, as the case may be has been issued by the competent authority:

- (ii) Discontinuance of the Developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to the Developer as demanded by the Developer. If the Allottee stops making payments, the Developer 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 Developer shall be liable to refund the entire money paid by the Allottee to the Developer under any head whatsoever towards the purchase of the Apartment, along with interest as prescribed in the Rules. Provided That where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid by the Developer, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment.

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 payment for consecutive demands made by the Developer as per the Payment Plan, of any amount due and payable by the Allottee under this Agreement (including his/her/its proportionate share of taxes, levies and other outgoings) despite having been issued notice in that regard. It is further

clarified that, reminders and or notices for payment of instalments or notice for rectification of default as per the Payment Schedule shall also be considered as demand for the purpose of this clause. In such event the Allottee shall be liable to pay to the Developer, interest at the rate prescribed in the Rules on all unpaid amounts from the date the amount is payable by the Allottee.

- (ii) Without prejudice to the right of the Developer to charge interest in terms of Clause 9.3 (i) above, in case of default by the Allottee under Clause 9.3 (i) above continues for a period beyond two consecutive months after notice for rectification of default from the Developer in this regard, the Developer, at its own option, may cancel the allotment of the said Apartment in favour of the Allottee and terminate this Agreement and refund the money paid to the Developer by the Allottee after deducting the Booking Amount and the interest liabilities and after deduction of such other tax/levy as may be applicable at the time of such termination by the Developer, and this Agreement and any liability of the Developer shall thereupon stand terminated. PROVIDED THAT the Developer shall intimate the Allottee about the Developer's intention to terminate this Agreement by a written notice **(Cancellation Notice)** at least 30 (thirty) days prior to such termination.

10. **CONVEYANCE OF THE SAID APARTMENT:**

The Developer, on receipt of Total Price of the Apartment as per para 1.2 under this Agreement from the Allottee shall execute a Deed of Conveyance and convey the title of the said Apartment Together With the proportionate indivisible share in the Project Common Areas, Amenities and Facilities, to be used with all other allottees and occupiers the Apartments in the Project 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. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice calling upon the Allottee to deposit the stamp duty and/or registration charges and execute the Deed of Conveyance by the Developer, the Allottee authorizes the Developer to withhold registration of the Deed of Conveyance in his/her favour till payment of stamp duty and registration charges to the Developer are made by the Allottee. The Allottee further agrees that till the time the stamp duty and/or registration charges are not deposited by the Allottee, the Allottee shall be liable to pay a penalty calculated at Rs. 5000/- per month for each month of delay commencing from the date of expiry of the period of the notice.

11. MAINTENANCE OF THE PROJECT:

The Developer 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 or such other certificate by whatever name called issued by the competent authority of the project.

12. DEFECT LIABILITY:

- 12.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services of the Developer as per the Agreement for Sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved

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

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Developer/ maintenance agency/ association of allottees shall have the right of unrestricted access of all common areas for providing necessary maintenance services and the Allottee agrees to permit the Developer / maintenance agency /association to enter into the said Apartment or any part thereof, after due notice and during normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

Use of service areas:

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

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said Apartment, the common passages, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment and keep the said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Apartment is not in any way damaged or jeopardized.
- 15.2 The Allottee further undertakes, assures and guarantees that he/she would not put-any sign-board, name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, 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 hazardous or combustible goods in the Apartment or place any heavy material in the common passages. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- 15.3 The Allottee shall plan and distribute his electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
16. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The parties are entering into this Agreement for the allotment of the said Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

17. **DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Developer executes this Agreement save and except as may be required to obtain construction finance, the Developer shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

18. **APARTMENT OWNERSHIP ACT:**

The Developer has assured the Allottees that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972 as amended upto date and/or the other applicable laws in the State of West Bengal and the Developer has duly complied with and/or will comply with all such laws/regulations as applicable.

19. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer, if required by the provisions of applicable laws. If the Allottee(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty)

days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer 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, the provisional allotment of the said Apartment made in favour of the Allottee shall be treated as cancelled and the Developer shall be entitled to forfeit an amount equivalent to 10% of the Unit Price together with Good and Service Tax applicable thereon as agreed liquidated damages for such breach and on such cancellation the Allottee shall have no rights and/or claims in respect of the said Apartment.

20. **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 letters, correspondence, arrangements, whether written or oral, if any, between the parties in regard to the said Apartment, as the case may be.

21. **RIGHT TO AMEND:**

This Agreement may only be amended by written consent of the parties.

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

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Apartment and the Project shall equally be applicable to and enforceable against and by

any subsequent allottees of the said Apartment, in case of a transfer, as the said obligations will go along with the said Apartment for all intents and purposes.

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

23.1 The Developer 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 **[Fourth Schedule]** 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 Developer in the case of one allottee shall not be construed to be a precedence and/or binding on the Developer to exercise such discretion in the case of other allottees.

23.2 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.

24. **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.

25. **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), the same shall be the proportion which the carpet area of the said Apartment bears to the total carpet area of all the Apartments in the Project upon obtaining the Completion Certificate, and as certified by the Architect.

26. **FURTHER ASSURANCES:**

The 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.

27. **PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory, at the Developer's office, or at some other place, which may be mutually agreed between the Developer and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Developer and registered at the office of the Sub/Additional Registrar at _____. Hence this Agreement shall be deemed to have been executed at Kolkata.

28. **NOTICES:**

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

Name of Allottee _____

Address _____,

Name of DEVELOPER: Levelz Apartments LLP

Address: Unit No. 1411, 14th Floor, Diamond Heritage, 16 Strand Road, Kolkata 700 001.

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

29. **JOINT ALLOTTEES:**

That in case there are joint allottees all communications shall be sent by the Developer 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.

30. **SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the said Apartment, prior to the execution and registration of this Agreement for Sale for such Apartment, 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 and regulations made thereunder.

31. 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.

32. 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 through arbitration by an arbitrator to be appointed in accordance to the provisions of the Arbitration and Conciliation Act, 1996.

33. DISCLAIMER:

33.1 All terms and conditions mentioned hereinafter are as per the contractual understanding between the parties and are not in derogation of and/or inconsistent with the terms and conditions hereinbefore contained and/or the provisions of the Act and the Rules and Regulations made thereunder.

34. SCHEME OF DEVELOPMENT OF THE PROJECT AND THE RIGHTS OF THE ALLOTTEE:

- 34.1 The Allottee, upon full satisfaction and with complete knowledge of the Scheme of Development of the Project and all other ancillary matters have entered into this Agreement. The Allottee has examined and is acquainted with the Scheme of Development of the Project and has agreed that the Allottee shall have no objection in respect of the following Scheme of Development. The Allottee is fully acquainted and agrees that the Project shall constitute of 44 Duplex Apartments, and the amenities and facilities as mentioned in the **Third Schedule** hereunder to be constructed on the Project Land and the remaining portion of the Project Land shall constitute the common areas and shall be conveyed to the Association of the allottees of the Project. The Project Common Areas, Amenities and Facilities as and when constructed and made ready for use shall be used and/or enjoyed by all the allottees of the Project and agrees not to raise any objections in connection therewith.
- 34.2 The Allottee has been made expressly aware and after considering what has been disclosed to the Allottee by the Developer, the Allottee has, after taking independent legal advice in respect thereof, agreed that his right to enjoy the Project Common Areas, Amenities and Facilities shall always be subject to a permanent right of easement use and access of the Developer, their men and agents, the owner(s) and occupants of the Project with whom such Project Common Areas, Amenities and Facilities will be shared. The Allottee has also been made aware and agrees that the Developer and the owner(s) and occupiers of the other apartments shall also be entitled to the Project Land and all benefits arising therefrom.
- 34.3 The common areas shall be conveyed to the Association of the allottees of the Project along with the amenities and facilities meant for use of all allottees of the Project, which shall be formed upon obtaining the Completion Certificate in respect of the Project. The Allottee accepts and agrees to furnish the requisite pro rate share of the Stamp Duty and

Registration Charges as may be assessed and payable in respect of such transfer of the Project Common Areas, Amenities and Facilities to the Association.

34.4 The rights of the Allottee is limited to ownership of the said Apartment and the Allottee hereby accepts the same and shall not, under any circumstances, raise any claim, of ownership, contrary to the above. The Allottee shall only have user rights in the Project Common Areas, Amenities and Facilities to the extent required for beneficial use and enjoyment of the said Apartment, which the Allottee hereby accepts and agrees that the Allottee shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Project Common Areas, Amenities and Facilities.

35. **CANCELLATION OF ALLOTMENT:**

35.1 In the event of cancellation of allotment as envisaged in Clauses 7.5 and 9.3 herein, in such event all the amounts paid by the Allottee towards GST will be refunded (if permitted) in accordance to the GST Laws applicable at the time of cancellation of this Agreement. However, in the event the Allottee is required by the Developer to execute and present for registration a Deed of Cancellation of allotment, the Allottee hereby agrees to do so without any claim charge and demand and only on registration of such Deed of Cancellation, shall the Allottee be refunded the balance amounts (if any). The Allottee also agrees to pay the applicable GST (if any) payable upon such cancellation. The Allottee further understands and agrees to pay the necessary Stamp Duty, registration fees, all other charges and expenses if any, that may be payable for registration of the Deed of Cancellation. The Allottee further understands that on such cancellation, the amounts already paid towards Stamp Duty and registration fee of this Agreement for Sale is non adjustable and non-refundable.

- 35.2 Such refund shall be made without any interest or compensation and all charges and expenses that may be incurred by the Developer in making such refund shall be borne by the Allottee.
- 35.3 Upon withdrawal or cancellation of allotment under this Agreement, the Developer shall have the right to re-allot the said Apartment to any third party thereafter and the prior allotment in favour of the Allottee will stand cancelled. All rights of the Allottee under any allotment letter issued or this Agreement shall also stand terminated simultaneous to such withdrawal or cancellation.
- 35.4 On and from the date of refund of the amount as mentioned in Clauses 9.2 and 9.3 (ii) above, as the case may be, this Agreement shall stand cancelled and the Allottee shall have no right, title and/or interest on the said Apartment, the Project and/or the Project Land or any part or portion thereof, and the Allottee shall further not be entitled to claim any charge on the said Apartment and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the parties.
- 35.5 For the avoidance of doubt, it is hereby clarified that the Developer shall not be held liable, in any manner whatsoever, for any delay in receipt/non-receipt of any refund by the Allottee in accordance with the terms of this Agreement, for any reason, including but not limited to, any delay by postal authorities or due to a change in address of the Allottee (save as provided in this Agreement) or loss in transit.

36. INTERIM MAINTENANCE PERIOD

- 36.1 During the interim maintenance period between obtaining of the completion

certificate of Project and formation and operationalization of the association of allottees the Developer shall through itself or through a facility management company constitute a committee to run, operate, manage and maintain the Project Common Areas, Amenities and Facilities.

- 36.2 The Developer shall endeavour that the committee responsible for the maintenance and operation of the Project Common Areas, Amenities and Facilities will be required to provide manpower for maintaining the Project Common Areas, Amenities and Facilities wherever required, and to collect maintenance charges and the user charges for the utilities being provided on “pay by use” basis, if any.
- 36.3 The maintenance and management of Project Common Areas, Amenities and Facilities by the committee will primarily include but not limited to maintenance of Games room, Community room, water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMCs etc. It will also include safety and security of the Project such as fire detection and protection and management of general security and control of the Project.
- 36.4 The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas during the interim maintenance period shall be framed by the Developer with such restrictions as may be necessary for proper maintenance and the Allottee shall be bound to follow the same.
- 36.5 After the Common Areas of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Developer, with or without amendments, as may be deemed necessary by the Association.

37. FORMATION OF ASSOCIATION

- 37.1 The Developer shall, in accordance with Applicable Laws, call upon the respective apartment owners to form an association (“**ASSOCIATION**”), and it shall be incumbent upon the Allottee to join the Association as a member and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the same. The Allottee shall pay the necessary subscription and/or membership amounts, together with the proportionate costs and expenses for (i) formation of the Association, and (ii) transfer of the Project Common Areas, Amenities and Facilities to the Association, including but not limited to stamp duty and registration costs, if any. The Allottee hereby authorizes the Developer to take all necessary steps in this connection on his/her/their/its behalf, and further the Allottee agrees to comply with and/or adhere to all the Applicable Laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association.
- 37.2 Each Apartment in the Project shall represent one (1) share, irrespective of the number of persons owning such Apartment or the size of the Apartment. Further, in the event a Apartment is owned by more than one person, then the Allottee whose name first appears in this Agreement shall only be entitled to become a member of the Association. In the event that the Allottee is a minor, the local guardian of such minor shall become a member of the Association during the minority of the Allottee. A tenant or licensee of the Allottee shall not be entitled to become a member of the Association.
- 37.3 Upon formation of the Association, the Developer shall hand over the Project Common Areas, Amenities and Facilities together with the relevant documents and

plans pertaining thereto, to the Association within such time period and in such manner as prescribed under Applicable Laws and upon such hand over stand the Developer shall automatically stand discharged of any liability and/or responsibility in respect thereof and the Allottee and the Association shall keep each of the Developer fully saved, harmless and indemnified in respect thereof.

37.4 The Allottee agrees and undertakes to deposit a non-interest bearing security deposit (as specified in the Payment Plan) with the Developer, which deposit shall be pooled into a Sinking Fund ("**Sinking Fund**"). The Allottee agrees and acknowledges that such Sinking Fund shall be handed over to the Association by the Developer, without any interest, after adjusting/deducting therefrom all amounts then remaining due and payable by the Allottee or the several other allottees of the Project on account of outstanding maintenance and common charges and expenses to the Developer, together with interest thereon. Such amount(s), if any, thus transferred shall be held by the Association on behalf of and on account of the Allottee and the other allottees of the Project. The Allottee undertakes to make good and pay to the Association all such amounts that may be deducted/adjusted as aforesaid by the Developer as due and payable by the Allottee and/or to replenish any shortfalls caused on account of the Allottee. The Developer shall not be held liable, in any manner whatsoever, for any shortfall in the Sinking Fund due to the above adjustments or otherwise after the handover of the Sinking Fund by the Developer to the Association and the Allottee and the Association shall jointly and severally keep the Developer indemnified for the same.

37.5 The Allottee acknowledges and agrees to allow the Developer to adjust any receivables and/ or dues towards common charges and expenses from the Sinking Fund before the same is handed over to the Association. The Allottee hereby agrees

and undertakes to bear all taxes that may be levied on the Developer on account of making such adjustments and/or on account of the Developer transferring/handing over the Sinking Fund to the Association. On any such adjustments being made from the Sinking Fund, the Allottee hereby undertakes to make good the resultant shortfall in the Sinking Fund within 15 (fifteen) days of a demand made by the Association with respect thereto.

- 37.6 The Allottee acknowledges that it/he/she shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the Project by the Developer or the Association, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations which may be framed and/or be made applicable to all the Apartment owners or occupiers of the Project.
- 37.7 The Allottee expressly agrees and acknowledges that it is obligatory on the part of the Allottee to regularly and punctually make payment of the proportionate share of the common charges and expenses and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the right of the other allottees and/or -occupiers in the Project.
- 37.8 Further, the Allottee agrees and undertakes to pay all necessary deposits/charges to the Developer or the Association, as the case may be, including the interest free security deposit(s) payable to the concerned statutory bodies/ authorities or other entities, each as may be determined by the Developer or the Association, as the case may be, each within such timelines as may be prescribed by the Developer or the Association, as the case may be.

37.9 Without prejudice to the rights available under this Agreement, in the event that any amount payable to the Developer or the Association is not paid within 2 (two) months from the date of the notice in this regard, the Allottee, subject to Applicable Laws, shall not be allowed to use and the enjoy the Project Common Areas, Amenities and Facilities and the Developer or the Association, as the case may be, shall also be entitled to take such further steps as it may reasonably determine for recovery of the said amounts including but not limited to claiming interest at the prevailing Prime Lending Rate of the State Bank of India plus two per cent per annum.

37.10 It has been agreed by the parties that the Association of all the allottees of the Project as and when the Project is completed in its entirety shall own in common all Project Common Areas, Amenities and Facilities together with all easement rights and appurtenances belonging thereto.

38. Allottee's Covenants:

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

38.1 Allottee to mutate and pay rates & taxes:

The Allottee shall (1) pay all fees and charges and cause mutation in the name of the Allottee in the records of the Kolkata Municipal Corporation and concerned B.L. & L.R.O. and (2) pay the rates & taxes (proportionately for the Project and wholly for the said Apartment from the Possession Date and until the said Apartment is separately mutated and assessed in favour of the Allottee), on the basis of the bills to be raised by the Developer/Association (upon formation), such bills being conclusive proof of the liability

of the Allottee in respect thereof. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the aforesaid bills..

38.2 Allottee to pay maintenance charge:

The Allottee shall pay maintenance charge on the basis of the bills to be raised by the Developer or Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that (1) the Allottee shall not claim any deduction or abatement in the bills relating to maintenance charge and (2) the maintenance charge shall be subject to variation from time to time, at the sole discretion of the Developer or Association (upon formation).

38.3 Charge/Lien:

The Developer shall have first charge and/or lien over the said Apartment for all amounts due and payable by the Allottee to the Developer provided however if the said Apartment is purchased with assistance of a financial institution, then such charge/lien of the Developer shall stand extinguished on the financial institution provided all dues payable to the Developer are cleared by the Allottee and/or such financial institution.

38.4 In continuation of the provisions of Clause 12 herein, the Allottee hereby agrees and records its consent that the Developer shall not be liable to rectify any defect in terms of Clause 12 occurring under the following circumstances:

- i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the said Apartment, the Developer will not take any responsibility

of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;

- ii) If there are changes, modifications or alteration in electrical lines and wirings after handing over possession unto the Allottee, the Developer will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Developer will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- iv) If the Allottee after taking actual physical possession of the said Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the said Apartment by making any changes in the said Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Developer;
- v) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of walls and RCC beams and columns. Any such cracks are normal and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Developer shall get it rectified at its own cost.

- vi) If the materials and fittings and fixtures provided by the Developer are not being maintained by the Allottee or his / her agents in the manner in which same is required to be maintained.
- vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Developer in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Developer and not amounting to poor workmanship or manufacture thereof.
- viii) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.
- ix) If the related annual maintenance contracts or other licenses are not validly maintained by Association of allottees or any other agency appointed by such Association, and the defect is a consequence of such non maintenance.

Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Developer and without giving the Developer the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Developer shall be relieved of its obligations contained in Clause 12 herein.

39. Obligations of Allottee:

- 39.1 The Allottee shall observe, perform and fulfil the covenants, stipulations, restrictions and obligations required to be performed by the Allottee herein, including but not limited to those mentioned in the **SIXTH SCHEDULE** hereunder written.

40. Developer's Covenant:

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

- 40.1 The Developer covenants with the Allottee and admits and accepts that during the subsistence of this Agreement, subject to its right to obtain project loan as above, the Developer shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Allottee in respect of the said Apartment, subject to the Allottee fulfilling all terms, conditions and obligations of this Agreement.

41. General Covenants:

- 41.1 That the Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the Block in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- 41.2 That the Allottee shall pay to the Developer or the Association, as the case may be, within 15 (fifteen) days of demand by the Developer, his share of security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the Block in which the Apartment is situated.

- 41.3 That if the Allottee lets out or sells the said Apartment, the Allottee shall immediately notify the Developer or the Association, as the case may be, of the tenant's/transferee's details, including address, email-id and telephone number.
- 41.4 That the Allottee shall not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the said Apartment;
- 41.5 That the Allottee shall not use the said Apartment for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;
- 41.6 That the Allottee shall not keep in the Parking Space (s), if any, anything other than cars or use the said Parking Space (s) for any purpose other than parking of cars or raise any temporary or permanent construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein. In the event the Allottee is provided with dependent parking space (where ingress and egress is dependent with the adjacent parking space) then the Allottee shall not disturb/block the ingress and egress of cars of the other allottees and shall ensure and co ordinate amongst themselves to ensure smooth ingress and egress of all cars from such dependent car parking spaces;
- 41.7 That the Allottee shall not shift or alter the position of either the kitchen or the toilets which would affect the drainage system in the Apartment in any manner whatsoever;
- 41.8 That the Allottee shall not use the name/mark of the Developer in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the said Apartment and if the Allottee does so, the Allottee shall be liable to

pay damages to the Developer and shall further be liable for prosecution for use of such mark of the Developer;

41.9 That the Allottee agrees and acknowledges that the Developer and the Association shall be entitled to put up any neon sign, hoardings and other display materials on any part or portion of the common areas;

41.10 That the Allottee shall remain fully responsible for any domestic help or drivers, maids employed by the Allottee and any pets kept by the Allottee;

41.11 That the Allottee shall not refuse or neglect to carry out any work directed to be executed in the said Apartment after he/she/they had taken possession thereof, by a competent authority, or require or hold the Developer liable for execution of such works;

41.12 That the Allottee shall not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the Project.

41.13 The Allottee agrees and is fully aware that the standard fittings, interior layouts, interiors, furniture, fittings, fixtures, kitchenette and other accessories shown and/or provided in the model apartment for display at the site (if any) only provides a visual representation and the said Apartment proposed to be constructed shall not include all the fittings and fixtures as represented in the model flat. The DEVELOPER shall at all times endeavor to provide the fittings and fixtures as more fully mentioned in Part II of the **SECOND SCHEDULE** hereunder.

41.14 Taking into account any extra FAR sanction on account of green building/metro corridor/any other provision allowing such extra FAR over and above the permissible FAR, the Allottee agrees and hereby records its consent that the DEVELOPER shall be

entitled to undertake any further and/or additional construction in accordance with the plan which may be revised by the Kolkata Municipal Corporation on account of such additional FAR being consumed. Further the Allottee agrees that the additional construction shall connect with all common parts and portions and other amenities and facilities of the said project including the staircases, lifts, entrances, sewerages, drains and others. The Allottee agrees not to claim any abatement in the amount of consideration or any compensation in the event of proportionate reduction in the proportionate share in the Project Common Areas, Amenities and Facilities.

41.15 This Agreement does not preclude or diminish the right of any financial institution , fund, registered money lender from whom finance has been taken for the Project and the same can be claimed by them under the statutory claims and that this does not in any way affect the right of the Allottee in respect of his apartment in the said Project.

42. Nomination by Allottee with Consent:

The Allottee admits and accepts that after the lock in period as mentioned in Clause 43 (b) herein and before the execution and registration of conveyance deed of the said Apartment, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:

(a) Allottee to Make Due Payments:

The Allottee shall make payment of all dues, including any interest for delay, to the Developer in terms of this Agreement, up to the time of nomination.

(b) **Lock-in Period:**

The Allottee cannot nominate any third party before the expiry of a period of 12 months from the date of allotment of the said Apartment.

(c) **Prior Written Permission and Tripartite Agreement:**

In respect of any nomination, the Allottee shall obtain prior permission of the Developer and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Developer and the Allottee.

(d) **Nomination Fees:**

The Allottee shall pay a sum calculated @ 2% of the Unit Price plus applicable taxes, as and by way of nomination fees to the Developer. It is clarified that inclusion of a new joint allottee or change of a joint allottee shall be treated as a nomination. However nomination fees shall not be payable in case of nomination in favour of parents, spouse, brother, sister or children of the Allottee. Any additional income tax liability that may become payable by the Developer due to nomination by the Allottee because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Allottee paying to the Developer agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Allottee on or before nomination.

The Allottee admits and accepts that he shall not be entitled to nominate or assign his rights under this Agreement save in the manner indicated above.

43. Future Contingency and Covenant of Allottee:

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

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

SIGNED AND DELIVERED by the
withinnamed **OWNERS** at **Kolkata** in the
presence of:

(As the Constituted Attorney of the Owners)

SIGNED AND DELIVERED by the
withinnamed **DEVELOPER** at **Kolkata** in
the presence of:

SIGNED AND DELIVERED by the
withinnamed **ALLOTTEE** at **Kolkata** in the
presence of:

FIRST SCHEDULE**PART I****(PROJECT LAND)**

ALL THAT piece and parcel of Land measuring about 67 cottahs 11 chittacks and 30 sq. ft. more or less, situate lying and being premises no. 69/1, Prince Baktiyar Shah Road, P.S. – Charu Market, P.O. – Tollygunge, Kolkata 700 033 within Ward No. 89 of the Kolkata Municipal Corporation and butted and bounded as follows:

On the North : By Prince Baktiar Shah Road;

On the South : By premises no. 26, Prince Baktiar Shah Road;

On the East : By premises no. 69K, 69T/17, 69T/18, Prince Baktiar Shah Road and a pond;

On the West : By premises no. 69T/15, Prince Baktiar Shah Road, partly by premises no. 65A & 69T/8, Prince Baktiar Shah Road and by private common passage;

PART II**(DEVOLUTION OF TITLE)**

- a) Premises No. 30, Mission House Lane, Kolkata contained an area of 11 bighas 13 cottahs and 8 chittacks comprising of certain structures, outhouses and was butted and bounded by a boundary wall. Such premises No. 30, Mission House Lane, Kolkata was a part and portion of premises No. 11, Prince Anwar Shah Road, Kolkata and was thereafter known and numbered as premises No.21B, Mollahat Road and thereafter as premises No. 30, Mission House Lane, Kolkata.
- b) The said premises No. 30, Mission House Lane, Kolkata was absolutely owned by Jnanendra Nath Mitter.
- c) The said Jnanendra Nath Mitter is said to have died in the year 1914, after having made and published his last Will and Testament dated 31st May, 1914, in terms whereof, his widow, Nagendra Mohini Dasee and one of his sons, Birendra Nath Mitter as Executrix and Executor respectively of his Estate applied for grant of Probate of the said Will before the Hon'ble High Court at Calcutta, the other two Executors named therein being Nanda Bhusan Bose and Pashupati Nath Dey not having joined in such application and Probate was granted on or about 3rd March, 1916 to the said Nagendra Mohini Dasee and Birendra Nath Mitter.
- d) By a Deed of Lease dated 11th September, 1924 made between Nagendra Mohini Dasee and Birendra Nath Mitter, therein referred to as the Lessors of the One Part

and Tricam Das Cooverjee Bhoja therein referred to as the Lessee of the Other Part and registered with the Sadar Sub Registry at Alipore in Book No. I, Volume No.109, Pages 29 to 43, Being No.4444 for the year 1924, the Lessors as grantees of the Probate of the said Will of Jnanendra Nath Mitter, as said to have been empowered by the said Will for the purpose of paying off a mortgage on the said whole property and for defraying the costs of repairs of other properties of the Estate of the said Jnanendra Nath Mitter, in consideration of the premium therein reserved, therein granted a perpetual lease, is said to have conveyed, assured, demised and leased unto the Lessee therein All That the whole property to have and to hold the same forever permanently and absolutely on payment of a uniform monthly rent therein reserved and on the terms and conditions therein contained. .

- e) The said Tricam Das Cooverjee Bhoja, on or about 5th January,1928, is said to have purchased an adjoining plot, known and numbered as premises No.32/2, Mission House Lane, Kolkata and containing an area of 4 cottahs 1 chittacks and 32 sq. ft. more or less.

- f) Pursuant to an application of the said Tricam Das Cooverjee Bhoja to the then Calcutta Corporation for amalgamation of the whole property with premises No. 32/2, Mission House Lane, Kolkata, such amalgamation is said to have carried out in the records of the Corporation and the said two amalgamated properties is said to have come to be known and numbered as premises No. 69, Prince Baktiar Shah

Road, Kolkata containing an area of 11 bighas 17 cottahs 9 chittacks and 32 sq. ft. more or less, hereinafter referred to as the said **“amalgamated property”**.

- g) Two of the heirs in intestacy of the said Jnanendra Nath Mitter namely, Krishna Sankatharini Mitra and her son, Aditya Nath Mitra, in the branch of Hirendra Nath Mitra, deceased son of Jnanendra Nath Mitter are said to have a suit in the Hon'ble High Court at Calcutta being Suit No. 27 of 1929 inter alia for construction of the Will of the said Jnanendra Nath Mitter and declaration of the rights of the parties thereunder. The Returns of the Commissioner of Partition appointed therein dated 5th May, 1937 were said to have been confirmed by the Hon'ble High Court at Calcutta by an order dated 2nd August, 1937 in terms whereof, the whole property (then renumbered as No. 43, Prince Baktiar Shah Road) was allotted to the said Krishna Sankatharini Mitra and Aditya Nath Mitra, absolutely and forever.
- h) Consequent upon being allotted the whole property, the said Krishna Sankatharini Mitra and Aditya Nath Mitra are said to have accepted the leasehold interest created by the Deed of Lease aforesaid, started realising and continued to realise lease rent from the lessee of the said whole property, Tricam Das Cooverjee Bhoja till the year 1941.
- i) The said Krishna Sankatharini Mitra who was during her life and at the time of her death, a Hindu governed by the Dayabhaga School of Hindu Law, is said to have died intestate on or about 12th April, 1941 leaving behind her and surviving, her only son Aditya Nath Mitra as her sole heir and legal representative, who

inherited all her assets and properties including her undivided share or interest in the said whole property, consequent whereupon, the said Aditya Nath Mitra became the sole and absolute owner of the said whole property, by then a part of the said amalgamated property.

- j) The said Tricam Das Cooverjee Bhoja who was during his life and at the time of his death, a Hindu governed by the Bombay School of Hindu Law, is said to have died intestate on or about 7th August, 1943 leaving behind him and surviving, his widow Coover Bai and his only daughter, Jai Luxmi Hansraj as his only heiresses and legal representatives, who are said to have inherited all his assets and properties including the said amalgamated property, in equal shares, absolutely and forever.

- k) The said Coover Bai, who was during her life and at the time of her death, a Hindu governed by the Bombay School of Hindu Law, said to have died intestate on or about on 15th June, 1949, whereupon her daughter, the said Jai Luxmi Hansraj inherited all her assets and properties including the said amalgamated property, absolutely and forever.

- l) The said Jai Luxmi Hansraj who was during her life and at the time of her death, a Hindu governed by the Bombay School of Hindu Law, said to have died intestate on or about 27th January, 1964, leaving behind her and surviving, her husband, Hansraj Haridas, two sons, Krishna Kumar Hansraj and Ravindra Kumar Hansraj

and one daughter, Pushpa Vijay Sinh Bhatia as her only heirs, heiress and legal representatives, who inherited all her assets and properties including the said amalgamated property, absolutely and forever.

- m) By a Deed of Conveyance dated 6th January, 1982, made between the said Aditya Nath Mitra, therein referred to as the Vendor of One Part and the said Hansraj Haridas, therein referred to as the Purchaser of Other Part and registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 250, Pages 35 to 46, Being No.7598 for the year 1982, the Vendor at and for the consideration therein mentioned, sold, conveyed and transferred to the Purchaser therein All That an undivided 1/4th share in All That his reversionary right title and interest in the whole property absolutely and forever.

- n) By another Deed of Conveyance dated 6th January, 1982, made between the said Aditya Nath Mitra, therein referred to as the Vendor of One Part and the said Pushpa Vijay Sinh Bhatia, therein referred to as the Purchaser of Other Part and registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 250, Pages 47 to 59, Being No. 7599 for the year 1982, the Vendor at and for the consideration therein mentioned, sold, conveyed and transferred unto the Purchaser therein All That an undivided 1/4th share in All That his reversionary right title and interest in the whole property absolutely and forever.

- o) By a third Deed of Conveyance dated 6th January, 1982, made between the said Aditya Nath Mitra, therein referred to as the Vendor of One Part and the said

Ravindra Kumar Hansraj, therein referred to as the Purchaser of Other Part and registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 250, Pages 283 to 294, Being No. 7600 for the year 1982, the Vendor at and for the consideration therein mentioned, sold, conveyed and transferred unto the Purchaser therein All That an undivided 1/4th share in All That his reversionary right title and interest in the whole property absolutely and forever.

- p) By a fourth Deed of Conveyance dated 6th January, 1982, made between the said Aditya Nath Mitra, therein referred to as the Vendor of One Part and the said Krishna Kumar Haridas, therein referred to as the Purchaser of Other Part and registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 250, Pages 296 to 308, Being No.7601 for the year 1982, the Vendor at and for the consideration therein mentioned, sold, conveyed and transferred unto the Purchaser therein All That an undivided 1/4th share in All That his reversionary right title and interest in the whole property absolutely and forever.
- q) In the circumstances, upon merger of their leasehold interest with the reversionary interest of the lessor of the said whole property, the said Hansraj Haridas, Krishna Kumar Hansraj, Ravindra Kumar Hansraj and Pushpa Vijay Sinh Bhatia are said to have become the absolute freehold owners of the entirety of the said amalgamated property being premises No.69, Prince Baktiar Shah Road (comprised of erstwhile premises No.30 and No.32/2, Mission House Lane), Kolkata in fee simple in possession or an estate equivalent thereto.
- r) By a Deed of Conveyance dated 11th October, 1985, made between Hansraj Haridas, Krishna Kumar Hansraj, Ravindra Kumar Hansraj and Pushpa Vijay Sinh

Bhatia, therein referred to as the Vendors of the One Part and Suman Kirit Shah, Saroj Ashvin Shah and Tarana Jitendra Shah therein referred to as the Purchasers of the Other Part and registered with the District Sub-Registrar, Alipore, in Book No. I, Volume No. 151, Pages 88 to 103, Being No. 8929 for the year 1985, the Vendors at and for the consideration therein mentioned, are said to have sold, conveyed and transferred to the Purchasers therein All That a part or portion of premises No. 69, Prince Baktiar Shah Road, Kolkata containing an area of 2 cottahs 5 chhitacks and 15 sq. ft. more or less with proportionate undivided right and share in a common passage abutting thereto, fully described in the Schedule thereunder written and delineated in the map or plan thereto annexed and thereon bordered red, in equal shares, absolutely and forever.

- s) The said Suman Kirit Shah, Saroj Ashvin Shah and Tarana Jitendra Shah thereafter are said to have mutated their names as the owners of the part or portion of premises No.69, Prince Baktiar Shah Road, Kolkata containing an area of 2 cottahs 5 chhitacks and 15 sq. ft. more or less purchased by them as aforesaid, in the records of Kolkata Municipal Corporation, which thereafter came to be known and numbered as premises No. 69T/15, Prince Baktiar Shah Road, Kolkata.
- t) The said Hansraj Haridas who was during his life and at the time of his death, a Hindu governed by the Mitakshara School of Hindu Law, is said to have died intestate on 15th December, 1986 leaving behind him and surviving his two sons, namely the said Krishna Kumar Hansraj and Ravindra Kumar Hansraj and a daughter, namely the said Pushpa Vijay Sinh Bhatia as his only heirs, heiress and legal representatives, all of whom inherited all his assets and properties including the undivided right, title and interest of the said Hansraj Haridas in the said

amalgamated property, remaining after sale of a part or portion referred to in sub- paragraph (r) above in equal $1/3^{\text{rd}}$ shares each.

- u) The said Krishna Kumar Hansraj, Ravindra Kumar Hansraj and Pushpa Vijay Sinh Bhatia thereafter are said to have mutated their names in the records of the Kolkata Municipal Corporation as the owners of the said amalgamated property, remaining after sale of a part or portion referred to in recital (R) above part recited, each being entitled to an undivided $1/3^{\text{rd}}$ share therein.
- v) The said Ravindra Kumar Hansraj who was during his life and at the time of his death, a Hindu governed by the Mitakshara School of Hindu Law, is said to have died intestate on 9th September, 1994 leaving behind him and surviving his wife, Rohini Ravindra Hansraj and one son namely, Dhruv Ravindra Hansraj as his only heiress, heir and legal representatives, both of whom inherited all his assets and properties including the undivided $1/3^{\text{rd}}$ share of the said Ravindra Kumar Hansraj in the said amalgamated property, remaining after sale of a part or portion referred to in sub- paragraph (r) above in equal shares and thus became the owners of an undivided $1/6^{\text{th}}$ share or interest each in the said amalgamated property, remaining after sale of a part or portion referred to in sub- paragraph (r) above.
- w) The said Pushpa Vijay Sinh Bhatia who was during her life and at the time of her death, a Hindu governed by the Mitakshara School of Hindu Law, is said to have died intestate on 16th May, 1996 leaving behind her and surviving her husband, Vijay Sinh Bhatia as her sole heir and legal representative, who inherited all her assets and properties including the undivided $1/3^{\text{rd}}$ share of the said Pushpa Vijay Sinh Bhatia in the said amalgamated property, remaining after sale of a part or

portion referred to in sub- paragraph (r) above and became the owner of an undivided 1/3rd share or interest in the said amalgamated property, remaining after sale of a part or portion referred to in sub- paragraph (r) above.

x) In the circumstances, the ownership of the said amalgamated property, remaining after sale of a part or portion referred to in sub- paragraph (r) above being No.69, Prince Baktiar Shah Road, Kolkata, is said to have devolved upon the following persons in the following undivided shares :

- a) Krishna Kumar Hansraj : 1/3rd share
- b) Dhruv Ravindra Hansraj : 1/6th share
- c) Rohini Ravindra Hansraj : 1/6th share
- d) Vijay Sinh Bhatia : 1/3rd share

y) By a Deed of Conveyance dated 5th May, 1999, made between Krishna Kumar Hansraj, Dhruv Ravindra Hansraj, Rohini Ravindra Hansraj and Vijay Sinh Bhatia, therein referred to as the Vendors of One Part and Kirit Vrajlal Shah and Suman Kirit Shah, therein referred to as the Purchasers of the Other Part and registered with the Additional District Sub-Registrar, Alipore in Book No. I, Volume No. 98, Pages 199 to 227, Being No. 1453 for the year 2003, the Vendors therein, at and for the consideration therein mentioned, are said to have sold, conveyed and transferred unto the Purchasers therein All That an undivided 1/5th share and interest in a part or portion of the said premises No.69, Prince Baktiar Shah Road, Kolkata, containing an area of 48 cottahs more or less, fully described in the First Schedule thereunder written and delineated in the map or plan thereto annexed and thereon bordered red, absolutely and forever.

- z) By a Deed of Conveyance dated 5th May, 1999, made between Krishna Kumar Hansraj, Dhruv Ravindra Hansraj, Rohini Ravindra Hansraj and Vijay Sinh Bhatia, therein referred to as the Vendors of One Part and Ashvin Vrajlal Shah and Saroj Vrajlal Shah, therein referred to as the Purchasers of the Other Part and registered with the Additional District Sub-Registrar, Alipore in Book No. I, Volume No. 99, Pages 154 to 182, Being No. 1465 for the year 2003, the Vendors therein, at and for the consideration therein mentioned, are said to have sold, conveyed and transferred unto the Purchasers therein All That an undivided 1/5th share and interest in a part or portion of the said premises No. 69, Prince Baktiar Shah Road, Kolkata, containing an area of 48 cottahs more or less, fully described in the First Schedule thereunder written and delineated in the map or plan thereto annexed and thereon bordered red, absolutely and forever.
- aa) By a Deed of Conveyance dated 5th May, 1999, made between Krishna Kumar Hansraj, Dhruv Ravindra Hansraj, Rohini Ravindra Hansraj and Vijay Sinh Bhatia, therein referred to as the Vendors of One Part and Ami Mehta and Minal Shah, therein referred to as the Purchasers of the Other Part and registered with the Additional District Sub-Registrar, Alipore in Book No. I, Volume No. 100, Pages 20 to 48, Being No. 1470 for the year 2003, the Vendors therein, at and for the consideration therein mentioned, are said to have sold, conveyed and transferred unto the Purchasers therein All That an undivided 1/5th share and interest in a part or portion of the said premises No. 69, Prince Baktiar Shah Road, Kolkata, containing an area of 48 cottahs more or less, fully described in the First Schedule thereunder written and delineated in the map or plan thereto annexed and thereon bordered red, absolutely and forever.

- bb) By a Deed of Conveyance dated 5th May, 1999, made between Krishna Kumar Hansraj, Dhruv Ravindra Hansraj, Rohini Ravindra Hansraj and Vijay Sinh Bhatia, therein referred to as the Vendors of One Part and Jitendra Vrajlal Shah and Tarana Jitendra Shah, therein referred to as the Purchasers of the Other Part and registered with the Additional District Sub-Registrar, Alipore in Book No. I, Volume No. 100, Pages 272 to 300, Being No. 1480 for the year 2003, the Vendors therein, at and for the consideration therein mentioned, are said to have sold, conveyed and transferred unto the Purchasers therein All That an undivided 1/5th share and interest in a part or portion of the said premises No. 69, Prince Baktiar Shah Road, Kolkata, containing an area of 48 cottahs more or less, fully described in the First Schedule thereunder written and delineated in the map or plan thereto annexed and thereon bordered red, absolutely and forever.
- cc) By a Deed of Conveyance dated 5th May, 1999, made between Krishna Kumar Hansraj, Dhruv Ravindra Hansraj, Rohini Ravindra Hansraj and Vijay Sinh Bhatia, therein referred to as the Vendors of One Part and Dhirajben Vrajlal Shah and Vivek Shah, therein referred to as the Purchasers of the Other Part and registered with the Additional District Sub-Registrar, Alipore in Book No. I, Volume No. 97, Pages 46 to 74, Being No. 1432 for the year 2003, the Vendors therein, at and for the consideration therein mentioned, are said to have sold, conveyed and transferred unto the Purchasers therein All That an undivided 1/5th share and interest in a part or portion of the said premises No. 69, Prince Baktiar Shah Road, Kolkata, containing an area of 48 cottahs more or less, fully described in the First Schedule thereunder written and delineated in the map or plan thereto annexed and thereon bordered red, absolutely and forever.

- dd) In the circumstances, by virtue of the sales aforesaid, the following purchasers are said to have become the owners of and/or well sufficiently entitled to All That part or portion of the said amalgamated property containing an area of 48 cottahs more or less each having the following shares or interest therein :-

Sl.	Name	Share
1.	Dhirajben Vrajlal Shah	1/10 th share
2.	Suman Kirit Shah	1/10 th share
3.	Kirit Vrajlal Shah	1/10 th share
4.	Vivek Shah	1/10 th share
5.	Ashvin Vrajlal Shah	1/10 th share
6.	Saroj Ashvin Shah alias Saroj Vrajlal Shah	1/10 th share
7.	Ami Mehta nee Shah	1/10 th share
8.	Minal Chopra nee Shah	1/10 th share
9.	Jitendra Vrajlal Shah	1/10 th share
10.	Tarana Jitendra Shah	1/10 th share

- ee) The said Suman Kirit Shah who was during her life and at the time of her death, a Hindu governed by the Mitakshara School of Hindu Law, is said to have died

intestate in or around 2004, leaving behind her husband, Kirit Vrajlal Shah and one son, Vivek Shah as her heirs and legal representatives, who inherited all her assets and properties including her undivided 1/10th share and interest in a part or portion of the premises No. 69, Prince Baktiar Shah Road, Kolkata containing an area of 48 cottahs more or less, absolutely and forever.

ff) In the circumstances, the said part or portion of premises No. 69, Prince Baktiar Shah Road, Kolkata containing an area of 48 cottahs more or less came to be owned by the following persons each having the following undivided shares or interest therein :

Sl.	Name	Share
1.	Dhirajben Vrajlal Shah	1/10 th share
2.	Kirit Vrajlal Shah	3/20 th share
3.	Vivek Shah	3/20 th share
4.	Ashvin Vrajlal Shah	1/10 th share
5.	Saroj Vrajlal Shah alias Saroj Ashvin Shah	1/10 th share
6.	Ami Mehta nee Shah	1/10 th share
7.	Minal Chopra nee Shah	1/10 th share
8.	Jitendra Vrajlal Shah	1/10 th share

9.	Tarana Jitendra Shah	1/10 th share
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- gg) Various other parts or portions of No. 69, Prince Baktiar Shah Road, Kolkata including a part or portion containing an area of 19 cottahs 11 chittaks 30 sq. ft. more or less is said to have continued to be owned by Krishna Kumar Hansraj, Dhruv Ravindra Hansraj, Rohini Ravindra Hansraj and Vijay Sinh Bhatia, each having the following undivided shares or interest therein :

Sl.	Name	Share
1.	Krishna Kumar Hansraj	1/3 rd share
2.	Dhruv Ravindra Hansraj	1/6 th share
3.	Rohini Ravindra Hansraj	1/6 th share
4.	Vijay Sinh Bhatia	1/3 rd share

- hh) By a Deed of Conveyance dated 26th December, 2007, made between the aforesaid Dhiraj Vrajlal Shah, Kirit Vrajlal Shah, Vivek Shah, Ashvin Vrajlal Shah, Saroj Ashvin Shah, Ami Mehta nee Shah, Minal Chopra nee Shah, Jitendra Vrajlal Shah and Tarana Shah therein referred to as the Vendors of One Part and (1) Ellenbarrie Plantation (P) Limited (2) Shree Varsa Investors & Traders (P) Limited (3) Plymex Trading (P) Limited (4) Nilgiri Marketing (P) Limited (5) Maple Barter (P) Limited (6) Adya Niket (P) Limited (7) Adya Apartments (P)

Limited (8) Adya Realtors (P) Limited (9) Magnum Credit & Consultants (P) Limited (10) NPR Developers Limited (11) Jaishree Towers (P) Limited and (12) Rajveer Promoters (P) Limited, therein referred to as the Purchasers of the Other Part and registered with the Additional Registrar of Assurances – I, Kolkata, in Book No. I, CD Volume No. 66, Pages 3376 to 3400, Being No. 6127 for the year 2008, the Vendors, at and for the consideration therein mentioned, are said to have sold, conveyed and transferred unto and to the Purchasers therein All That a part and portion of premises No. 69, Prince Baktiar Shah Road, Kolkata, containing an area of 48 cottahs more or less, fully described in the Second Schedule thereunder written and delineated in the map or plan thereto annexed and thereon bordered red, absolutely and forever.

- ii) By a Deed of Conveyance also dated 26th December, 2007, made between the aforesaid Krishna Kumar Hansraj, Dhruv Ravindra Hansraj, Rohini Ravindra Hansraj and Vijay Sinh Bhatia, therein referred to as the Vendors of the First Part, and Dhiraj Vrajlal Shah, Kirit Vrajlal Shah, Vivek Shah, Ashvin Vrajlal Shah, Saroj Ashvin Shah, Ami Mehta nee Shah, Minal Chopra nee Shah, Jitendra Vrajlal Shah and Tarana Shah therein referred to as the Confirming Parties of the Second Part and (1) Ellenbarrie Plantation (P) Limited (2) Shree Varsa Investors & Traders (P) Limited (3) Plymex Trading (P) Limited (4) Nilgiri Marketing (P) Limited (5) Maple Barter (P) Limited (6) Adya Niket (P) Limited (7) Adya Apartments (P) Limited (8) Adya Realtors (P) Limited (9) Magnum Credit & Consultants (P) Limited (10) NPR Developers Limited (11) Jaishree Towers (P) Limited and (12) Rajveer Promoters (P) Limited, therein referred to as the Purchasers of the Third Part and registered with the Additional Registrar of Assurances – I, Kolkata, in Book No. I, CD Volume No. 66, Pages 3460 to 3496, Being No.6136 for the year

2008, the Vendors, at and for the consideration therein mentioned, are said to have sold, conveyed and transferred unto and to the Purchasers therein All That a part or portion of premises No. 69, Prince Baktiar Shah Road, Kolkata, containing an area of 19 cottahs 11 chitacks and 30 sq. ft. more or less, fully described in the Second Schedule thereunder written and delineated in the map or plan thereto annexed and thereon bordered red, absolutely and forever.

jj) By a Deed of Conveyance also dated 26th December, 2007, made between the aforesaid Kirit Vrajlal Shah, Saroj Ashvin Shah, Vivek Shah and Tarana Jitendra Shah, therein referred to as the Vendors of the One Part and (1) Ellenbarrie Plantation (P) Limited (2) Shree Varsa Investors & Traders (P) Limited (3) Plymex Trading (P) Limited (4) Nilgiri Marketing (P) Limited (5) Maple Barter (P) Limited (6) Adya Niket (P) Limited (7) Adya Apartments (P) Limited (8) Adya Realtors (P) Limited (9) Magnum Credit & Consultants (P) Limited (10) NPR Developers Limited (11) Jaishree Towers (P) Limited and (12) Rajveer Promoters (P) Limited, therein referred to as the Purchasers of the Other Part and registered with the Additional Registrar of Assurances – I, Kolkata, in Book No. I, CD Volume No. 66, Pages 3438 to 3459, Being No.5890 for the year 2008, the Vendors, at and for the consideration therein mentioned, are said to have sold, conveyed and transferred unto and to the Purchasers therein All That a part and portion of premises No. 69T/15, Prince Baktiar Shah Road, Kolkata, containing an area of 2 cottahs 5 chitacks and 15 sq. ft. more or less, fully described in the Schedule thereunder written and delineated in the map or plan thereto annexed and thereon bordered green, absolutely and forever.

kk) By a Deed of Conveyance also dated 26th December, 2007, made between the aforesaid Krishna Kumar Hansraj, Dhruv Ravindra Hansraj, Rohini Ravindra

Hansraj and Vijay Sinh Bhatia, therein referred to as the Vendors of the First Part, Dhiraj Vrajlal Shah, Kirit Vrajlal Shah, Vivek Shah, Ashvin Vrajlal Shah, Saroj Ashvin Shah, Ami Mehta nee Shah, Minal Chopra nee Shah, Jitendra Vrajlal Shah and Tarana Shah therein referred to as the Confirming Parties of the Second Part and (1) Ellenbarrie Plantation (P) Limited (2) Shree Varsa Investors & Traders (P) Limited (3) Plymex Trading (P) Limited (4) Nilgiri Marketing (P) Limited (5) Maple Barter (P) Limited (6) Adya Niket (P) Limited (7) Adya Apartments (P) Limited (8) Adya Realtors (P) Limited (9) Magnum Credit & Consultants (P) Limited (10) NPR Developers Limited (11) Jaishree Towers (P) Limited and (12) Rajveer Promoters (P) Limited, therein referred to as the Purchasers of the Third Part and registered with the Additional Registrar of Assurances – I, Kolkata, in Book No. 1, Volume No. 66, Pages 3401 to 3437, Being No. 5892 for the year 2008, the Vendors at and for the consideration therein mentioned, sold, conveyed and transferred unto and to the Purchasers therein All That a part or portion of the said premises No. 69, Prince Baktiar Shah Road, Kolkata, containing an area of 2 cottahs 9 chitacks and 20 sq. ft. more or less, fully described in the Second Schedule thereunder written and delineated in the map or plan thereto annexed and thereon bordered red, absolutely and forever, together with undivided proportionate right in respect of and over a common passage admeasuring 3 cottahs more or less.

- ll) The aforesaid 12 companies thus became the owners of various parts or portions of premises Nos.69 and the entirety of 69T/15, Prince Baktiar Shah Road, Kolkata as mentioned below, each having an undivided 1/12th share or interest therein as mentioned below :

Sl. No.	Part or portion
1.	Part of premises No. 69 containing an area of 48 cottahs more or less.
2.	Part of premises No. 69 containing an area of 19 cottahs 11 chitacks and 30 sq. ft. more or less.
3.	Part of premises No. 69 containing an area of 2 cottahs 9 chitacks and 20 sq. ft. more or less.
4.	Premises No. 69T/15 containing an area of 2 cottahs 5 chitacks and 15 sq. ft. more or less.

- mm) By a fresh Certificate of Incorporation Consequent Upon Change of Name dated 14th July, 2010, issued by the Registrar of Companies, West Bengal, the name of NPR Developers Limited was said to have changed to NPR Developers Private Limited.
- nn) By a Deed of Conveyance dated 30th March, 2013 made between Nilgiri Marketing (P) Limited and Plymex Trading (P) Limited, therein referred to as the Vendors of the One Part and Fidele Developers (P) Limited, therein referred to as the Purchaser of the Other Part and registered with the Additional Registrar of Assurances – I, Kolkata in Book No. I, CD Volume No.6, Pages 11601 to 11618, Being No. 03171 for the year 2013, the Vendors therein for the consideration therein mentioned is said to have sold transferred and conveyed to the Purchaser therein All That their undivided 1/12th share or interest each in the part or portion of the premises No. 69, Prince Baktiar Shah Road, Kolkata containing an

area of 48 cottahs more or less, fully described in the First Schedule thereunder written, absolutely and forever.

- oo) By a Deed of Conveyance dated 30th March, 2013 made between Nilgiri Marketing (P) Limited and Plymex Trading (P) Limited, therein referred to as the Vendors of the One Part and Fidele Developers (P) Limited, therein referred to as the Purchaser of the Other Part and registered with the Additional Registrar of Assurances – I, Kolkata in Book No. I, CD Volume No.6, Pages from 11583 to 11600, Being No. 03170 for the year 2013, the Vendors therein for the consideration therein mentioned is said to have sold transferred and conveyed to the Purchaser therein All That their undivided 1/12th share or interest each in the part or portion of the premises No. 69, Prince Baktiar Shah Road, Kolkata containing an area of 19 cottahs 11 chittaks and 30 sq. ft. more or less, fully described in the First Schedule thereunder written, absolutely and forever.
- pp) By a Deed of Conveyance dated 30th March, 2013 made between Nilgiri Marketing (P) Limited and Plymex Trading (P) Limited, therein referred to as the Vendors of the One Part and Fidele Developers (P) Limited, therein referred to as the Purchaser of the Other Part and registered with the Additional Registrar of Assurances – I, Kolkata in Book No. I, CD Volume No.6, Pages from 11619 to 11636, Being No.03173 for the year 2013, the Vendors therein for the consideration therein mentioned sold transferred and conveyed to the Purchaser therein All That their undivided 1/12th share or interest each in the part or portion of the premises No. 69, Prince Baktiar Shah Road, Kolkata containing an area of 2 cottahs 9 chittaks and 20 sq. ft. more or less, fully described in the First Schedule thereunder written, absolutely and forever.

- qq) By a Deed of Conveyance dated 30th March, 2013 made between Nilgiri Marketing (P) Limited and Plymex Trading (P) Limited, therein referred to as the Vendors of the One Part and Fidele Developers (P) Limited, therein referred to as the Purchaser of the Other Part and registered with the Additional Registrar of Assurances – I, Kolkata in Book No. I, CD Volume No. 6, Pages 11302 to 11319, Being No. 03172 for the year 2013, the Vendors therein for the consideration therein mentioned are said to have sold transferred and conveyed to the Purchaser therein All That their undivided 1/12th share or interest each in the part or portion of the premises No. 69T/15, Prince Baktiar Shah Road, Kolkata containing an area of 2 cottahs 5 chhitacks and 15 sq. ft. more or less, fully described in the First Schedule thereunder written, absolutely and forever.
- rr) In the circumstances, the following companies, are said to have become the owners of All That the various parts and/ or portions of premises No. 69 and the entirety of premises No. 69T/15, Prince Baktiar Shah Road, Kolkata as mentioned below, each having the undivided shares or interests therein as mentioned below: -

Sl. No.	Part or portion
1.	Part of premises No. 69 containing an area of 48 cottahs more or less.
2.	Part of premises No. 69 containing an area of 19 cottahs 11 chitacks and 30 sq. ft. more or less.
3.	Premises No. 69T/15 containing an area of 2 cottahs 5 chitacks and 15 sq. ft. more or less.

4.	Part of premises No. 69 containing an area of 2 cottahs 9 chitacks and 20 sq. ft. more or less.
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Sl. No.	Name	Share
1.	Ellenbarrie Plantation (P) Limited	1/12 th share
2.	Shree Varsa Investors & Traders (P) Limited	1/12 th share
3.	Maple Barter (P) Limited	1/12 th share
4.	Adya Niket (P) Limited	1/12 th share
5.	Adya Apartments (P) Limited	1/12 th share
6.	Adya Realtors (P) Limited	1/12 th share
7	Magnum Credit & Consultants (P) Limited	1/12 th share
8	NPR Developers (P) Limited	1/12 th share
9.	Jaishree Towers (P) Limited	1/12 th share
10.	Rajveer Promoters (P) Limited	1/12 th share
11.	Fidele Developers (P) Ltd	1/6 th share

ss) Subsequent on becoming owners as aforesaid, the aforesaid companies mentioned in sub-paragraph (rr) above, are said to have applied for separation of two parts or portions of premises No. 69, Prince Baktiar Shah Road, Kolkata containing an area of

48 cottahs and 19 cottahs 11 chittacks and 30 sq. ft. more or less respectively and amalgamation of such separate plots and consequent upon such application, the said two parts or portions of premises No. 69, Prince Baktiar Shah Road, Kolkata are said to have been separated from premises No. 69 and amalgamated and renumbered as premises No.69/1, Prince Baktiar Shah Road, Kolkata containing an area of 67 cottahs 11 chittacks and 30 sq. ft. and mutated in the names of the said 11 companies.

tt) By a Deed of Conveyance dated 06th May, 2016 made between Ellenbarrie Plantation Private Limited, Shree Varsa Investors & Traders Private Limited, Magnum Credit and Consultants Private Limited, Fidele Developers Private Limited and NPR Developers Private Limited therein referred to as the Vendors of the One Part and the owners herein, referred to as the Purchaser therein of the Other Part and registered with the Additional District Sub-Registrar, Alipore, in Book No. I, CD Volume No. 1605-2016, Pages 86351 to 86431, Being No. 160503179 for the year 2016, the Vendors therein for the consideration therein mentioned are said to have sold transferred and conveyed to the Purchaser therein All That their undivided 50% share or interest in the part or portion of the premises No. 69/1, Prince Baktiar Shah Road, Kolkata containing an area of 67 cottahs 11 chhitacks and 30 sq. ft. more or less, fully described in the First Schedule thereunder written, absolutely and forever.

uu) By a Deed of Conveyance dated 24th May, 2016 made between Adya Apartments Private Limited, Adya Niket Private Limited, Adya Realtors Private Limited, Maple Barter Private Limited, Jaishree Towers Private Limited and Rajveer Promoters Private Limited therein referred to as the Vendors of the One Part and the owners herein, referred to as the Purchaser therein of the Other Part and registered with the Additional District Sub-Registrar, Alipore, in Book No. I, CD Volume No. 1605-2016, Pages 97114 to 97191, Being No. 160503574 for the year 2016, the Vendors therein

for the consideration therein mentioned are said to have sold transferred and conveyed to the Purchaser therein All That their undivided 50% share or interest in the part or portion of the premises No. 69/1, Prince Baktiar Shah Road, Kolkata containing an area of 67 cottahs 11 chhitacks and 30 sq. ft. more or less, fully described in the First Schedule thereunder written, absolutely and forever.

vv) Subsequent by the aforesaid Sale Deeds the owners herein became the absolute owners of the land containing an area of 67 cottahs 11 chhitacks and 30 sq. ft. more or less lying and situated at premises No. 69/1, Prince Baktiar Shah Road, Kolkata-700033, and subsequently mutated the names of the said 10 companies.

ww) In such circumstances, the Owners herein became the absolute owners of the Project Land .

xx) By virtue of a Joint Development Agreement dated 19th December, 2020 made between the Owners herein , therein referred to as the Owners of the One Part and the Developer herein, therein referred to as the Developer of the Other Part and registered with the office of Additional Registrar of Assurances - I, Kolkata, in Book No. I, Vol No. 1901-2020, Pages 252721 to 252793 being Deed No. 190105096 for the year 2020, the Owners therein at and for the consideration therein mentioned appointed the Developer herein for development of a real estate project on the Project Land.

yy) Subsequent thereto by a Power of Attorney dated 19th December, 2020 and registered with the Additional Registrar of Assurances – I, Kolkata, in Book No. I, Volume No. 1901-2020, Pages 252686 to 252720, Being No. 190105100 for the year 2020, the Owners have appointed the Developer as their Constituted Attorney and have

authorized the Developer to act in their place and stead and to represent them in all matters and purposes concerning the said Project.

SECOND SCHEDULE

PART I

(SAID APARTMENT)

ALL THAT the Residential Apartment No. _____ (**"Apartment"**) having carpet area of _____ square feet more or less, along with balcony having carpet area of _____ square feet more or less, along with open terrace having an area of _____ square feet more or less, altogether total built up area (including balcony + terrace) of _____ sq ft more or less and total Super Built-Up Area of _____ sq ft more or less, on the _____ floor in _____ Wing to be developed on the Project Land along with _____ nos of medium sized parking space (s) at Ground Floor being Nos. _____ (**"Parking Space"**) Together With the pro rata share in the Common Areas, Amenities and Facilities of the Project, to be used with all other allottees of the Project (**Project Common Areas, Amenities and Facilities**) in the Project named "The Levelz" at premises No. 69/1, Prince Baktiar Shah Road, Kolkata 700 033, P.O. Tollygunge, P.S. Charu Market, within Ward No. 89, of the Kolkata Municipal Corporation.

The layout of the Apartment and the Parking Space are delineated on the Plan B and C annexed hereto and bordered in colour Red and Green respectively thereon.

PART II

(SPECIFICATIONS OF THE APARTMENT)

Specification List for The Levelz (For Marketing Communication)		
SL No.	Particulars	Specifications
1	Structure & Masonry	
	Structure	RCC
	Masonry	Block work
2	Wall Finish	Putty
3	Flooring	
	Living / Dinning	Vitrified Tiles
	All Bedrooms	Vitrified Tiles
	Toilet Flooring	Anti-Skid Tiles
	Toilet Dado	Ceramic Tiles
	Terrace	Anti-Skid Tiles
4	Doors & Windows	
	Door Frames	Solid / Engineered Wooden Frame
	Main Door of Apartment	Polished solid core flush door.
	Inside Doors	Flush doors
	Windows	Fully Glazed Anodized / Powder Coated - Aluminium / UPVC Windows
5	Electrical	Concealed copper cables of reputed brands.
		Telephone & Internet facility in the living or dining area.
		Electrical Points in bedroom, living room, dining room, kitchen & toilet.
		Modular Switches of reputed brands.

		DTH/Cable TV cabling in bedrooms & living room.
6	Sanitary Ware :	Duravit / Grohe / American Standard / Kohler or equivalent
7	CP Fittings :	Grohe / American Standard / Kohler or equivalent
8	Elevators	Modern elevator of reputed make.
9	Exterior	
	External Wall Finish	Texture Paint.
10	Other Facilities	VRV / VRF Air Conditioning*
		24 hrs. filtered water supply
		Provision for standby power supply in every unit.
11	Common Lighting	Necessary illumination in facade, lobbies, stair cases and common areas.
12	Security Features	CCTV surveillance on the ground floor in the complex.

THIRD SCHEDULE

(PROJECT COMMON AREAS AND AMENITIES)

COMMON AREAS

1. The staircases, lifts, staircase lobbies, lift lobbies, ground floor lobbies, 1 fire escapes and common entrances and exits of the building/s;
2. The roof terraces, parks, play areas, etc.;
3. Installations of central services such as electricity, water and sanitation, air-conditioning, and water conservation;
4. The sumps, motors, fans, ducts and all apparatus connected with installations for common use;

5. All common facilities as provided in the said project at the said premises No. 69/1, Prince Baktiar Shah Road, P.S. - Charu Market, P. O. - Tollygunge, KMC Ward No.89, Kolkata – 700 033.
6. All facilities and amenities as may be provided by the in the Recreation Centre including the gymnasium, banquet hall, card room, indoor games, etc. ;
7. Underground water reservoirs;
8. Landscaped areas;
9. Transformers and CESC Utility Areas;
10. Fire fighting system if any;
11. Facility Managers' Office, Association Room, Store Rooms, common toilets – all on the Ground Floor;
12. Driveways and pathways (except areas earmarked by the Developer as car parking spaces).

AMENITIES

A) Indoor Amenities

- Community Hall
- Gymnasium
- Card Room
- Games Room
- Multi Activity Room
- Lounge
- AV Room
- Library

B) Outdoor Amenities

- Barbeque Area
- Adda Zone
- Zen Area with Meditation Zone
- Kids' Play Area
- Party Lawn
- Roof Top Landscaping
- Outdoor Gymnasium
- Jogging Track

FOURTH SCHEDULE**PAYMENT PLAN (APARTMENT)**

The Total Price shall be paid by the Allottee in the following manner:

PAYMENT SCHEDULE

SL No.	Particulars	Payment Details
1	On Application	Rs. 10,00,000/- (Initial Booking Amount)
2	On execution of FSA	10% of Consideration (Booking Amount) (less Initial Booking amount) + GST+ 50% of the Extras with applicable GST
3	On completion of Foundation of the said block	10% of consideration + GST
4	On completion of 1 st floor casting of the said block	10% of consideration + GST
5	On completion of 3 rd floor casting of the said block	10% of consideration + GST
6	On roof casting of the said block	10% of consideration + GST
7	On Completion of block work of the said Apartment	10% of consideration + GST
8	On Completion of outside plaster of the said block	10% of consideration + GST

9	On flooring of the said Apartment	10% of consideration + GST
10	On commencement of lift installation of the concerned block	10% of consideration + GST
11	On offer of possession of said unit	10% of consideration + GST +Balance 50% of the Extras with applicable GST+ Other payable charges on Actuals together with GST.

** TDS @ 1% will be applicable (As per applicable Law)

** GST @ 5% will be applicable (As per applicable Law)

*** GST @18% on Extras and Deposits will be applicable (As per applicable Law)

- i) The Applicant/Allottee will be required to make all payments on demand, to the Developer as per the Payment Schedule from time to time. Applicable Stamp Duty, registration fees and incidental expenses on registration of the Agreement for Sale and the Deed of Conveyance and other documents (if any) to be executed and/or registered in pursuance hereof and all statutory charges payable including the charges of the copywriter for copying of such documents and any other expenses incidental to such registration. The Applicant/Allottee is aware that Stamp Duty on the Agreement for Sale is payable on ad-valorem basis on the market value of the said Apartment and the Applicant is bound to register the Agreement, failure to do so will be construed as default on part of the Applicant.
- ii) The Applicant/Allottee shall be liable to pay the Goods & Services Tax (GST) at the applicable rate and any other tax, duty, levy etc., by whatever name called, that may hereafter be imposed / made applicable by the government /authorities.

FIFTH SCHEDULE

(TOTAL PRICE)

<u>Particulars</u>	<u>Amount in (Rs.)</u>
A. <u>Unit Price</u>	
B. <u>Other Charges:</u>	
Extra Charges @ Rs. 220/- per sq ft on Super Built-up Area	_____/-

Deposits @ Rs. 113/- per sq ft on Super Built-up Area	_____/-
AC Charges (ODU) @ Rs. 150/- per sq ft on Built-Up Area	_____/-
C. <u>Applicable Goods and Service Tax</u>	_____/-
<u>TOTAL PRICE (A+B+C)</u>	_____/-

SIXTH SCHEDULE

(ALLOTTEE'S OBLIGATIONS)

The Allottee shall:

(a) **Co-operate in management and maintenance:**

Co-operate in the management and maintenance of the Common Areas facilities and amenities by the Developer/Association (upon formation), as applicable.

(b) **Observing Rules:**

Observe the rules framed from time to time by the Developer/Association (upon formation) for the beneficial common enjoyment of the Project Common Areas, Facilities and Amenities.

(c) **Paying Electricity Charges:**

Pay for electricity and other utilities consumed in or relating to the Said Apartment from the date of fit out.

(d) **Meter and Cabling:**

Be obliged to draw electricity lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Developer or to other Apartment owners. The main electricity meter shall be installed only at the space designated for common meters. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables, dish antennae or pipes from, to or through any part or portion of and outside walls of the building in which the Apartment is located save in the manner indicated by the Developer/Association (upon formation).

(e) **Residential Use:**

Use the said Apartment for residential purpose only. Under no circumstances shall the Allottee use or allow the said Apartment to be used for commercial, industrial or other non-residential purposes. The Allottee shall also not use or allow the said Apartment to be used as a religious establishment, hotel, guesthouse, service Apartment, mess, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

(f) **Maintenance of Apartment:**

Repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the said Apartment, at the cost of the Allottee.

(g) **Use of Spittoons / Dustbins:**

Use the spittoons / dustbins located at various places in the Project.

(h) **No Alteration:**

Not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the said Apartment (2) design and/or the colour scheme of the windows, grills (to be installed in accordance with and as prescribed by the Developer) and the main door of the said Apartment.

(i) **No Structural Alteration and Prohibited Installations:**

Not alter, modify or in any manner change the structure or any civil construction in the said Apartment. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Apartments and/or on any external part of the Apartment save and except the roof thereof. In the event the Developer and/or the Association coming to know of any change made by the Allottee then the Developer and/or the Association shall be entitled to demolish the changes and restore the said Apartment at the cost of the Allottee. In the event any change is made by the Allottee after the date of Deed of Conveyance, then also the Developer and/or the Association shall be entitled to demolish the changes and restore the said Apartment to its original position at the cost of the Allottee. The Allottee shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Allottee.

(j) **No Air Conditioning Without Permission:**

Not to install any window/split air-conditioning units anywhere in the said Apartment and not to change the designated location for the installation of the indoor units of the air-conditioners in the said Apartment. The Allottee must abide by the guidelines and installation drawings to be provided by the architect for installation of the indoor units of the air conditioners. However the Allottee shall not install any outdoor unit on its own accord without the prior written approval of the Developer.

(k) **No Sub-Division:**

Not to sub-divide the said Apartment and the common areas, under any circumstances.

(l) **No Change of Name:**

Not change/alter/modify the name of the Project from "**The Levelz**", unless such change is made by the Developer in its sole discretion.

(m) **No Nuisance and Disturbance:**

Not use the said Apartment or the common areas or the Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Project and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.

(n) **No Storage:**

Not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.

(o) **No Obstruction to Developer/Association:**

Not to obstruct the Developer/ Association (upon formation) in their acts relating to the common areas, amenities and facilities and not obstruct the Developer in constructing on other portions of the Project and selling or granting rights to any person on any part of the said Project save and except the said Apartment.

(p) **No Obstruction of Common Areas:**

Not to obstruct the pathways and passages of the Common Areas or use the same for any purpose other than for ingress to and egress from the said Apartment.

(q) **No Violating Rules:**

Not to violate any of the rules and/or regulations laid down by the Developer / Association (upon formation) for the use of the common amenities and facilities.

(r) **No Throwing Refuse:**

Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefor.

(s) **No Injurious Activities:**

Not carry on or cause to be carried on any obnoxious or injurious activity in or through the said Apartment, the Garage, if any, the common areas, including but not limited to acts of vandalism, putting up posters and graffiti.

(t) **No Storing Hazardous Articles:**

Not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said Apartment and the common areas.

(u) **No Signage:**

Not put up or affix any sign board, name plate or other things or other similar articles in the common areas, inside or outside the windows and/or the outside walls of the said Apartment save at the place or places provided therefor provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the said Apartment.

(v) **No Floor Damage:**

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

(w) **No Installing Generator:**

Not install or keep or run any generator in the said Apartment.

(x) **No Misuse of Water:**

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

(y) **No Damage to Common Portions:**

Not damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Allottee or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same.

(z) **No Hanging Clothes:**

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

(aa) **No Smoking in Public Places:**

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

(bb) **No Plucking Flowers:**

Not pluck flowers or stems from the gardens.

(cc) **No Littering:**

Not throw or allow to be thrown litter in the common areas of the Project.

(dd) **No Trespassing:**

Not trespass or allow trespass over lawns and green plants within the Common Areas.

(ee) **No Covering of Common Portions:**

Not cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment.

(ff) **Pay Goods & Service Tax:**

make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Developer / Association in terms of

this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement.

(gg) Affix Nameplate:

Affix nameplate at the designated place only.

(hh) Notification regarding Letting/Transfer:

If the Allottee lets out or transfers the said Apartment, the Allottee shall immediately notify the Developer/Association (upon formation) of the tenant's/transferee's address and telephone number.

(ii) No Right in Other Areas:

Not have any right, title and interest, claim or entitlement whatsoever over or in respect of the Project save and except the Said Apartment and the Allottee shall not raise any dispute or make any claim with regard to the Developer either constructing or not constructing the other portions of the Project.

SEVENTH SCHEDULE

(DETAILS OF ENCUMBRANCES)

1. DETAILS OF PENDING LITIGATIONS

Sl. No.	Particulars
1.	Before the Hon'ble High Court at Calcutta,

	<p>F.M.A.T. No.759 of 2018</p> <p>CAN 5804 of 2018</p> <p>M/s. Merlin Projects Limited</p> <p>Vs.</p> <p>Shri Ashvin Vrajlal Shah & Ors.</p> <p>(Arising out of Title Suit No.8 of 2015, before the Court of the Learned 8th Civil Judge, (Sr. Div.) at Alipore)</p>
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2. DETAILS OF CONSTRUCTION LOAN AVAILED

EIGHTH SCHEDULE

COMMON EXPENSES:

- i. Repairing, rebuilding, repainting, improving or other treating as necessary and keeping the Premises and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worm or damaged parts thereof.
- ii. Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Premises and the external surface of all exterior doors of the respective buildings of the complex and decorating and colouring all such parts of the Premises as usually are or ought to be.
- iii. Keeping the gardens and grounds of the Premises generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
- iv. Keeping the private road in good repair and clean and tidy and cleaning the private road as necessary.
- v. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the Premises.

- vi. Paying such workers as may be necessary in connection with the upkeep of the complex.
- vii. Insuring any risks.
- viii. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the Premises as may be necessary and keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the complex.
- ix. Cleaning as necessary of the areas forming parts of the complex.
- x. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time for the maintenance of the complex and providing such additional apparatus as the builder may think fit.
- xi. Providing and arranging for the emptying the receptacles for rubbish.
- xii. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether Central State or Local) assessed charged or imposed upon or payable in respect of the buildings of the complex or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.
- xiii. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.
- xiv. Generally managing and administering the development and protecting the amenities in the new building and for that purpose employing contractor and enforcing or attempting to enforce the observance of the covenants on the part of the occupants of the flats/units.
- xv. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
- xvi. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the building excepting those which are the responsibility of the owner/occupier of any flat/flats.
- xvii. Employing the necessary managerial personnel on the terms as shall be decided by the Developer and administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.

- xviii. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Management Company/Association it is reasonable to provide.
- xix. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Association of the Owners of the flats/units and shall only be applied in accordance with the decision of the Association.
- xx. The charges/fees of any professional company/agency appointed to carry out maintenance and supervision of the complex.
- xxi. Any other expenses for common purpose.

MEMO OF CONSIDERATION

Received Rupees _____/- (Rupees _____ only)
towards part of Unit Price for the sale of the Apartment as per the terms of this Agreement.

Developer