

DRAFT

**AGREEMENT FOR SALE**

This Agreement for Sale ("**Agreement**") executed on this \_\_\_\_\_ day  
of \_\_\_\_\_, 2024 at Kolkata

**BY AND AMONGST**

(1). Sri. Bholu Malik (PAN No.-GWLPM1420H) & (AADHAR No.5202 3189 0487) son of late Nandi Malik by Nationality Indian, by faith Hindu, by occupation Business, residing at 17, Chitkalikapur, Hederhat, Post Office –Mukundapur, Police Station Purba Jadavpur, Kolkata- 700 099, (2). Smt. Haridasi Biswas (PAN No.-DYGPB8343D) & (AADHAR No.-5997 5805 6330) daughter of Late Sattyak Mallick @ Sattwick Malik by Nationality India, by faith Hindu, by occupation House wife, residing at 17, Chitkalikapur, Hederhat, Post Office –Mukundapur, Police Station Purba Jadavpur, Kolkata- 700 099 represented by their constituted attorney CITY LIVE CONSTRUCTION (PAN- AAIFC5311N), a Partnership Firm, having it's registered office at 7/1, Green Park, Netai Nagar, Mukundapur, Police Station – PurbaJadavpur, Kolkata – 700 099 District South 24 parganas and represented by its partners namely 1) **BIBHUTI BHUSAN DAS (PAN- AIDPD4689B & AADHAAR NO.-3293 8835 4908)** Son of Late Bhupendra Nath Das, by Nationality – Indian, by Faith – Hindu, by Occupation – Business, residing at P-10, Block –B, Satabdi Park, Post Office- Mukundapur, Police Station- Purba Jadavpur, Kolkata – 700 099, District South 24 Parganas 2) **MOTILAL MONDAL ( PAN – AJJPM4088L & AADHAAR NO. -9670 5259 9527)** son of Sri. Lal Mohan Mondal by faith Hindu, by Nationality- Indian, by Occupation- Business, residing at 7/1, Green Park, Netai Nagar, Post Office- Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700 099, District South 24 Parganas 3) **BIDHAN CHANDRA SARKAR ( PAN – AYLPS6182N & AADHAAR NO. -9057 0299 9600)** Son of Late Nakul Chandra Sarkar, by Nationality – Indian, by Faith – Hindu, by Occupation – Business, residing at B/6/4B, Milan Park, Post Office-Mukundapur, Police Station – PurbaJadavpur, Kolkata – 700 099, District South 24 Parganas and 4) **JAYANTI MONDAL ( PAN – AKSPM7195A & AADHAAR NO.-5345 5018 4862)** Wife of Sri. Motilal Mondal, by faith Hindu, by Nationality- Indian, by Occupation- Business, residing at 7/1, Green Park, Netai Nagar, Post Office- Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700 099, District South 24 Parganas ,by virtue of Development Power of Attorney dated 11.4.2022 , duly registered in the office of the District Sub Registrar-V at Alipore and recorded in Book No.1, Volume No.1630-2022, pages from 101581 to 101608 , Being No.163002328 for the year 2022 hereinafter referred to as the "**Owner**"(which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the partners for the time being of the said partnership business or such other person and/or persons who may be taken in and/or admitted as partner and/or partners of the said partnership business or such other persons and/or persons who may carry on the business of the said partnership firm and their respective heirs, legal representatives, executors, administrators and assigns) of the **FIRST PART**

**AND**

**CITY LIVE CONSTRUCTION (PAN- AAIFC5311N)**, a Partnership Firm, having it's registered office at 7/1, Green Park, Netai Nagar, Mukundapur, Police Station – PurbaJadavpur, Kolkata – 700 099 District South 24 parganas and represented by its partners namely 1) **BIBHUTI BHUSAN DAS (PAN- AIDPD4689B & AADHAAR NO.-3293 8835 4908)** Son of Late Bhupendra Nath Das, by Nationality –

Indian, by Faith – Hindu, by Occupation – Business, residing at P-10, Block –B, Satabdi Park, Post Office- Mukundapur, Police Station- Purba Jadavpur, Kolkata – 700 099, District South 24 Parganas **2) MOTILAL MONDAL ( PAN – AJJPM4088L & AADHAAR NO. -9670 5259 9527)** son of Sri. Lal Mohan Mondal by faith Hindu, by Nationality- Indian, by Occupation- Business, residing at 7/1, Green Park, Netai Nagar, Post Office- Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700 099, District South 24 Parganas **3) BIDHAN CHANDRA SARKAR ( PAN – AYLPS6182N & AADHAAR NO. -9057 0299 9600)** Son of Late Nakul Chandra Sarkar, by Nationality – Indian, by Faith – Hindu, by Occupation – Business, residing at B/6/4B, Milan Park, Post Office-Mukundapur, Police Station – PurbaJadavpur, Kolkata – 700 099, District South 24 Parganas and **4) JAYANTI MONDAL ( PAN – AKSPM7195A & AADHAAR NO.-5345 5018 4862)** Wife of Sri. Motilal Mondal, by faith Hindu, by Nationality- Indian, by Occupation- Business, residing at 7/1, Green Park, Netai Nagar, Post Office- Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700 099, District South 24 Parganas ,by virtue of a Development Agreement dated 11.04.2022, duly registered in the office of District Sub Registrar-V at Alipore and recorded in Book No.1, Volume No.1630-2022, pages from 101538 to 1 01580 , Being No. 163002325 for the year 2022, herein after referred to as the **“Promoter/ Builder”**(which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, heiresses, successors in interest, successors in office executor, legal representatives, administrators and assigns) of the **SECOND PART**.

#### **AND**

....., son of / daughter of ....., Indian Citizen, having PAN.....& AADHAAR No.....and....., wife of ....., Indian Citizen, having PAN. ....& AADHAAR No.....both are residing at ....., P.O. & P.S. - ....., District - ....., Pin- ....., West Bengal, hereinafter collectively referred to as the **“Allottees/Purchasers ”** (which expression shall unless repugnant to the context or meaning thereof mean and include his/her/their heirs, representatives, successors-in-interest, executors and/or permitted assigns) of the **THIRD PART**.

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

#### **DEFINITIONS:**

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

- (i) **“Act”** means Real Estate (Regulation and Development) Act, 2016 and any law or statute enacted or notified at a later date which is made specifically applicable to an ongoing real estate project in the State of West Bengal;
- (ii) **“Rules”** means the rules, if any, framed under the Act;
- (iii) **“Regulations”** means the Regulations, if any, made under the Act;
- (iv) **“Section”** means a section of the Act.

The Project is registered under West Bengal Regulatory Authority (WBREERA) vide Registration No.-----dated -----

#### **WHEREAS:**

- A. The Owner has represented and warranted to the Promoter that it is the owner and seized and possessed of or otherwise well and sufficiently entitled to all that land as more fully described in the **Schedule-A** hereunder written ("**Project Land**"). The Owner has further represented to the Promoter and the Allottee that the ownership of and the freehold title to the Project Land has devolved unto the Owner in the manner and more fully and particularly described in the **Schedule - G** hereunder written, which representation shall form an integral part of this Agreement.
- B. In pursuance of the terms of the Development Agreement (*defined in the **Schedule- G-2** hereunder written*), the Promoter has decided to develop and construct real estate projects on the project Land under the name and style "**LIVE PANSY**" in a single phase ("**Complex**") as under:
- C. In pursuance of the Development Agreement the Owner through the Promoter had caused the sanctioning of a single integrated building plan, proposing development and construction of a building complex comprising of residential flats and allied facilities on the area of project Land, bearing **Building Permit No. 2023120516 dated 16.02.2024** ("**SANCTIONED BUILDING PLAN**") by the Kolkata Municipal Corporation and such Plan may be extended and/or revised further in the manner as permitted under the applicable laws. It is therefore, clarified that the final layout plans, building plans, specifications and approvals in respect of the Project herein are not a separate building plan but part of Building Plan sanctioned by the Kolkata Municipal Corporation ("**Project Plan**"). It is further clarified that the building Plan has been sanctioned by the Kolkata Municipal Corporation on the basis of the area of the project Land, which is owned by the Owner and in joint possession of both the Owner and the Promoter as per the applicable laws, building rules and regulations.
- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Project Land on which Project is to be constructed have been completed.
- E. The Allottee applied for an apartment in the Project, vide Application dated ....<sup>th</sup>..... 202..... ("**Application**"), **ALL THAT** one residential Apartment No. ....having carpet area of ..... **Sq. ft.**, along with an exclusive Balcony Area of ..... **Sq. ft.** appurtenant to the carpet area of the Apartment (corresponding to a built-up area of .....**Sq.ft.**), altogether located on the .....Floor within the Project and/or Complex **TOGETHER WITH** right to park **1 (One) medium sized Car** at such **Covered parking space** measuring about 135 sq ft more or less in the Ground floor of the building ("**Parking Space(s)**") (hereinafter collectively referred to and identified as the "**Apartment/Unit**") **Together With** the perpetual irrevocable right to use the Project Common Areas in common with the remaining allottees/purchasers/lawful occupants of the Project and the Promoter (in respect of the unallotted apartments and parking space(s) in the Project **Together With** the perpetual irrevocable right to use common Areas in common with the remaining allottees/purchasers/lawful occupants of all other allottees/purchasers of the

project and the Promoter altogether aggregating to a built-up area of .....**Sq.ft.**, more or less, AND the detail description of the Apartment and the exclusive Balcony appurtenant to the Carpet Area of the Apartment are given in **Schedule- B** hereunder and delineated in **RED** border on the map/plan of the ..... Floor of the Complex annexed hereto and marked as **Annexure-“III”** .

- F. By a provisional allotment letter dated ..... (“**Allotment Letter**”) the Promoter had allotted the Unit and the Allottee agreed to accept such allotment for a total consideration of **Rs.00,00,000/- (Rupees ..... Only)** and on the terms and conditions as mentioned therein with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project, the Complex and the Larger Land and their mutual rights and obligations subject to the terms and conditions contained in the said Application and Allotment Letter, which terms and conditions, for all purposes and unless repugnant to the context, shall form part of this Agreement and in case of any contradiction, the terms contained in this Agreement shall prevail.
- G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- H. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- I. 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.
- J. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Unit as specified in para I above.
- K. The Allottee has done due diligence and got himself/herself/themselves fully satisfied about the rights of the Owners and the Promoter to the said land and/or the Project Land and all legal incidents and matters in relation thereto and/or affecting the same, including those hereinbefore recited and also hereinafter stated, and has accepted the same to be free from all encumbrances whatsoever (save matters expressly mentioned herein) and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.

The Allottee has also inspected the plans presently sanctioned by the concerned authorities and deeds and documents and agrees and covenants not to raise any objection with regard thereto.

- (a) seen and examined the plans, specifications, components of the Project Common Areas, and accepted the floor plan, payment plan and the

specifications, amenities and facilities which had been approved by the Competent Authority, as also the manner of construction thereof and have fully satisfied himself/herself/itself with regard thereto and shall not make any claim or demand whatsoever against the Owners and/or the Promoter concerning the same;

- (b) satisfied itself about the title of the Owner to the Project Land and the documents relating to the title of the Project Land, the right of the Promoter, the Plan of the Project (which is a portion of the integrated plan sanctioned for part of the Complex), the materials used in the Apartment and appurtenances, the workmanship and measurement of the Unit, the carpet area whereof has been confirmed to the Allottee and shall not raise any requisition about the same;

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

1. **TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Unit as specified in paragraph I above.
- 1.2 The Total Price for the Unit based on the carpet area is **Rs.00,00,000/- (Rupees ..... Only) ("Total Price")** break up whereof is as follows:

Apartment No - <b>0000</b>	
Floor- ....	
<b>Break-up of Total Price:</b>	
<b>Cost Head</b>	<b>Amount (Rs.)</b>
Consideration of flat	Rs.00,00,000/-+GSt
Consideration of Garage	Rs.0,00,000/- +GST
Electricity &Power Backup	Rs. ----- per KW + GST
Maintenance	Rs. 00000 per sq.ft. + GST
Taxes	00,00,000/-
<b>Total (Rs.)</b>	00,00,000/-/-

- 1.3 In addition to the aforesaid Total Price, the Allottee agrees to make payment of the charges in respect of:
- i) Full costs charges and expenses, for making any additions or alterations and/or for providing at the request of the Allottee any additional facility and/or utility in or relating to the said Apartment in excess of those specified herein and proportionate share of those costs charges and expenses for providing any additional or extra common facility or utility to the Allottee in addition to those mentioned herein, if agreed upon by the Promoter in writing and done in compliance with the provisions of Sec. 14 of

the Act, which shall be payable before the work is commenced by the Promoter. It is further clarified that if by reason of such additional work any delay is caused in completion of construction of the said Apartment and/or the common areas ultimately resulting in delay in the delivery of possession of the said Apartment by the Promoter to the Allottee, the Promoter shall not be liable for any interest damages compensation etc., that may be suffered by the Allottee thereby provided that such additional work is completed within the timeframe mutually agreed between the Promoter and the Allottee;

- ii) In the event of the Promoter providing any additional specifications, amenities or facilities over and above what has been specified in **Schedule-F** for the benefit and enjoyment of the Allottee in common with the owners/allottees and lawful occupants of the Project and the Owner and the Promoter, the Allottee shall be liable to make payment of the proportionate share in respect thereof;
- iii) The Allottee shall be liable to pay all the costs, charges and expenses, including mutation fee, for mutation and separate assessment of the Unit;
- iv) The Allottee shall be liable to pay all the costs charges and expenses for individual satellite cable TV connection;
- v) The full amount of security deposit and other costs payable to electricity authorities (as may be demanded by the electricity authority) for obtaining direct electric meter in respect of the said Apartment and proportionate share of the total amount of security deposit and other costs payable to the electricity authorities for the electric meter/s for maintenance lighting running and operating common areas.
- vi) The Allottee will be required to pay, on demand, to the Promoter or to the Concerned Authorities, the applicable stamp duties and registration fees on execution and registration of this Agreement and of the sale deed and other documents to be executed and registered in pursuance hereof and also all statutory charges payable therefor including the charges of the copywriter for copying of such documents and expenses incidental to such registration.

The Allottee is fully aware that stamp duty on this Agreement is payable on ad-valorem basis on the market value of the said Apartment on super-built up area basis and the Allottee is bound to register this Agreement, failure to do so will be construed as default on part of the Allottee.

**Explanation:**

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Unit. Booking Amount shall mean a sum of **Rs.00,00,000/- (Rupees ..... Only)**;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection

with the construction of the Project payable by the Promoter) up to the date of handing over the possession or the Deemed Date of Possession of the Apartment;

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

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 15 (Fifteen) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
  - (iv) The Total Price of the Apartment includes: 1) pro rata share in the Common Areas; and 2) garage(s)/closed parking(s) as provided in the Agreement.
- 1.4 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.5 The Allottee (s) shall make the payment as per the payment plan set out in the **Part-II** of the **Schedule-C** hereunder written(**"Payment Plan"**).
- 1.6 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments at such rate as may be decided by the Promoter and agreed by the Allottee for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.7 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described in **Schedule-D** hereunder written in respect of the Apartment or Project, as the case may be without the previous written consent of the Allottee.

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

- 1.8 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the

occupancy/completion certificate (as applicable) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1.9 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (ii) The Allottee shall also have right to use undivided proportionate share in the Project Common Areas. Since the share/interest of Allottee in the Project Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Project Common Areas along with other occupants, maintenance staff, and Promoter, without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use Project Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall convey the undivided proportionate title in the Project Common Areas of the Project to the association of allottees as provided in the Act;
- (iii) That the computation of the price of the Apartment includes recovery of price of land (proportionate share), construction of [not only the Apartment but also] the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas and includes cost for providing all other facilities as provided within the Project.

1.10 It is made clear by the Promoter and the Allottee agrees that the Apartment allotted to the Allottee by the Promoter, as mentioned in **Schedule-B**, shall be treated as a single indivisible unit for all purposes. It is also agreed that the Project is 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 lined/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 facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project and their Family members.

1.11 The Promoter agrees to pay all outgoings till the Occupancy Certificate and/or Completion Certificate or Partial Completion Certificate, which it has collected from the allottees (including the Allottee herein), 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). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees (including the Allottee herein) or any liability, mortgage loan and interest thereon before transferring the apartment to the allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

- 1.12 The Allottee has paid a sum of **Rs.00,00,000/- (Rupees ..... Only) ("Booking Amount")** (Excluding GST) as booking amount being part payment towards the Total Consideration of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan (**Part-II of the Schedule-C**) as may be demanded by the Promoter within the time and in the manner specified therein;

Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate that may be prescribed in the Rules or in absence of any prescribed rate, at the prevailing Prime Lending Rate of the State Bank of India plus 2% (two percent) per annum for the period of such delay.

## 2. **MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan (**Part-II of the Schedule-C**) through A/c Payee cheque/Demand Draft/Bankers Cheque or online payment (as applicable) in favour of "City Live Constructions" payable at Kolkata or in the manner mentioned in the said demand/email. The Allottee shall be liable to remit each instalment as mentioned in the Payment Schedule .Outstation cheques shall not be accepted. Further, on dishonour of a cheque on any ground whatsoever, the Allottee shall be liable to pay to the Promoter a charge of **Rs.200/- (Rupees Two Hundred only)** plus applicable taxes, for every such dishonour.

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

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

the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

#### **4. ADJUSTMENT/APPROPRIATION OF THE PAYMENTS**

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

#### **5. TIME IS ESSENCE**

Time is the essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees, after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule C- PART II ("Payment Plan")**.

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

The Allottee has seen the specifications of the Apartment as also shown in **SCHEDULE - D** to the Agreement and accepted the Payment Plan, floor plans, layout plans and the specifications which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and

specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the municipal laws and shall not have an option to make any variation /alteration /modification in such plans, unless so necessitated for the interest of the Project and such variation is certified by the Architect; provided always any such variation/modification shall remain subject to the already enacted provisions, if any, of the Act. Provided That with respect to the development of other phases on the Complex and/or Future Residential Phase and/or Commercial Zone, nothing herein contain shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan and the additions alteration thereof and breach of this term by the Promoter shall constitute a material breach of the Agreement.

Provided further that the Project is an independent Project on 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 Phase/project in its vicinity or otherwise *save and except* for the purpose of integration of infrastructure for the benefit of the allottees/purchasers of the Project and those of the other Wings/Phases comprised in the Complex and/or the Larger Land.

## **7. POSSESSION OF THE APARTMENT**

**7.1 Schedule for possession of the said Apartment:** The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications assures to hand over possession of the Apartment on **30<sup>th</sup> November, 2026** unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, epidemic or pandemic or any other calamity caused by nature and any event or happening which is beyond the control of the Promoter affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions (as defined in the Act) then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not claim etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate or completion certificate (which may be granted and termed as partial/block wise occupancy/completion certificate by the concerned municipal authority for the said Project at the said Project Land

because of the fact that the concerned municipal authority may be granting a single sanctioned plan for both the said Project Land and for other phases of the Complex/Larger Land but the said partial completion certificate shall mean and include completion certificate for the said Project and the Wings constructed thereat), whichever be applicable, from the competent authority shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement to be taken within 3(three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agrees to pay the maintenance charges as determined by the Promoter/ association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within **90** days of receiving the occupancy certificate.

**7.3 Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2 and all other outgoings mentioned in this Agreement.

**7.4 Possession by the Allottee –** After obtaining the occupancy certificate and handing over physical possession of the Apartment to the allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the allottees or the competent authority, as per the local laws.

Provided that the Promoter shall handover the necessary document and plans including common areas, to the association of Allottees or the competent authority, as the case may be within thirty days after obtaining the occupancy certificate .

**7.5 Cancellation by Allottee—** The Allottee shall have the right to cancel/ withdraw his/her/its allotment in the Project as may be provided in the Act and rules thereunder and until the same is notified, the Allottee must provide notice of at least 30 (thirty) days thus intimating their intention to cancel and on the culmination of the said time period the Agreement shall subject to other legal formalities provided elsewhere in this agreement and otherwise, stand cancelled:

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein shall be entitled to forfeit the booking amount paid for the allotment together with deduction of such other tax/levy as may be applicable at the time of such withdrawal by the Allottee. The balance amount of money paid by the Allottee shall be

returned by the Promoter to the Allottee, without interest, within 45 (fortyfive) days of such cancellation.

## 7.6 Compensation

The Promoter shall compensate the Allottee in case of any loss caused to it due to defective title of the said Property, on which the Project is being developed or has been developed, in the manner as may be provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

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

## 8. REPRESENTATIONS AND WARRANTIES OF THE OWNERS AND THE PROMOTER

The Owners and the Promoter doth hereby represent and warrants to the Allottee as follows:

- (i) The Owners have absolute, clear and marketable title with respect to the said Project Land and/or the Larger Land;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;

- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Owner and/or the Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees;
- (x) The said Property 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 Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project;
- (xiii) That the property is not Waqf property.
- (xiv) There are no encumbrances upon the said Project Land or the Project; However, for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the Promoter may already have created mortgage and/or charge on the Project Land and shall be at liberty to create further mortgages and/or charges in respect of the Project Land or any part thereof, and the Allottee hereby consents to the same **Provided However that** at the time of execution of the Deed of Conveyance, the Promoter assures to have the said Apartment released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to his/her/it making payment of all the amounts payable as per the Payment Plan annexed hereto and complying with his other obligations herein, will be acquiring title to

the said Apartment free of all such mortgages and charges created by the Promoter.

- (xv) The Promoter further covenants that the Project is an independent project on 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 Wing/Phase in its vicinity or otherwise *save and except* for the purpose of integration of infrastructure for the benefit of the allottees/purchasers of the Project and those of the other Wing/Phases/Zone comprised in the Complex/Larger Land.

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1. For the purpose of this clause 'ready to move in possession' shall mean that the Apartment shall be in habitable condition which is complete in all respect;
- (ii) Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of its registration as may be provided under the provisions of the Act.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payment, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee to the Promoter under any head whatsoever towards the purchase of the Apartment along with simple interest at the rate as may prescribed in the Rules or in absence thereof at the prevailing Prime Lending Rate of the State Bank of India plus 2% (two percent) per annum within 45 (forty-five) days of receiving the termination notice;

Provided that where the Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate as may prescribed in the Rules or in absence thereof at the State Bank of India plus 2% (two percent) per annum, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

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

- (i) In case the Allottee fails to make payments for **[2]** consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

#### 10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of Total Price of the Apartment as per para 1.2 along with any other dues under the Agreement from the Allottee and other amounts elsewhere herein mentioned, shall execute a conveyance deed and convey the title of the Apartment together with right to use the Common Areas to the Allottee within 3 (three) months from the date of issuance of the completion certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority (ies).

#### 11. MAINTENANCE OF THE SAID BUILDINGS/APARTMENT/PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees upon the issuance of the occupancy/completion certificate of the Project. Before taking over the possession of the Apartment, the Allottee have to pay the Promoter an amount of **Rs. 00,00,000/- (Rupees ..... Only)** as "Advance Maintenance Charges" alongwith prevailing and applicable taxes that has been included in the Total Cost of the Apartment of Schedule – F of Part - I.

#### 12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession and/or Deemed date of



possession, whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as may be provided under the Act or in absence thereof as may be mutually agreed.

**13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

The Allottee hereby agrees to purchase the Apartment on the specific understanding that his/her right to the use of common areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

**14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS**

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

**15. 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 services including but not limited to electric sub-station, transformer, DG set, Electrical/CESC Meter/Pannel Rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas 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.

**16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

16.1 Subject to para 12 above, the Allottee shall, from the Deemed Date of Possession or taking possession, whichever is earlier, be solely responsible to maintain the Apartment at the Allottee's own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Wing, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains,

pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Wing is not in any way damaged or jeopardized.

- 16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any signboard/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Buildings/Wings 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 or staircase of the Buildings/Wings. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.
- 16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by the association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

#### **17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES**

The Allottee is entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Apartment at his/ her own cost.

#### **18. ADDITIONAL CONSTRUCTIONS**

The Promoter undertakes that it has no right to make additions or to put up additional structure (s) anywhere in the Project contrary to the building plan, layout plan, sanction plan and specifications, amenities and facilities as has been approved by the competent authority (ies) and disclosed except for as may be provided in the Act.

#### **19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

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

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

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

**21. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan 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 Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the concerned Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, the application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

**22. ENTIRE AGREEMENT**

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

**23. RIGHT TO AMEND**

This Agreement may only be amended through written consent of the Parties.

**24. 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 Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

**25. WAIVER NOT A LIMITATION TO ENFORCE**

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan as mentioned in **Part- II of Schedule- F** hereunder mentioned including waiving the payment of interest

for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

25.2 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.

## **26. 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 once notified, 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.

## **27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

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

## **28. FURTHER ASSURANCES**

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

## **29. PLACE OF EXECUTION**

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

### 30. NOTICES

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

**Allottee:**MR.....**and MRS.** .....

Address :..... Road, P.O. & P.S. - ....., District - ....., Pin - 7000.., West Bengal

**Promoter** :City Live Constructions

Address : Registered office- 7/1, Green park, Netai nagar, Mukundapur, Kolkata- 700 099, P.S- Purba jadavpur, District- South 24 parganas.

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

### 31. JOINT ALLOTTEES

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

### 32. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

### 33. DISPUTE RESOLUTION

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

### 34. ADDITIONAL TERMS:

The additional terms and conditions as per the contractual understanding between the Parties are recorded hereunder. However, it is expressly clarified that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above.

34.1 Subject to Promoter not being in material default of its obligations under this Agreement, the Allottee shall not in any manner cause any objection

obstruction interference or interruption at any time hereafter in the construction or completion of construction of or in the Project and/or Complex or other parts of the said Larger Land (notwithstanding the delivery of possession of the said Apartment to the Allottees in the meantime and notwithstanding there being temporary inconvenience in the use and enjoyment thereof by the Allottee) nor shall at any time hereafter do or omit to be done anything whereby the construction or development of the buildings or the said Larger Land or the sale or transfer of the other units/apartments and areas in the Wings/buildings is in any way interrupted or hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained and if due to any neglect or default on the part of the Allottee or because of any act or deed or omission on the part of the Allottee, the Promoter is restrained from construction of the Wings/buildings and/or transferring and disposing of the other units and areas therein then and in that event without prejudice to such other rights the Promoter may have, the Allottee shall be liable to compensate and also indemnify the Promoter for all losses damages costs claims demands actions and proceedings that may be suffered or incurred by the Promoter.

- 34.2 It is expressly clarified herein in respect of the residential apartments, parking spaces and other spaces, properties and other rights comprised in the Project and/or the Complex and/or the Phase-1 and/or Commercial Zone, as applicable, which are not intended to be transferred to the Purchaser as aforesaid, the Promoter shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by them in its absolute discretion, without any reference or objection of to the Allottee. The Purchaser hereby consents to the same and undertakes not to raise any claim or create or cause to be created for any reason, directly or indirectly, any obstruction or hindrance whatsoever regarding the same.
- 34.3 The Allottee shall within 3 (three) months of completion of sale that is from the date of registration of the Deed of Conveyance, apply for and obtain at his/her/its own costs separate assessment and mutation of the Apartment in the records of the concerned Municipality and the BL&LRO and shall keep the Owners and the Promoter indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Owners and/or the Promoter due to non-fulfilment and/or non-observance of this obligation by the Allottee;
- 34.4 The rights of the Allottee in respect of the said Unit under this Agreement can be exercised only upon payment of all moneys which have fallen due towards consideration, deposits, maintenance and other charges, contributions, and/or interest, if any.
- 34.5 In case of any amount (including maintenance charges) being due and payable by the Allottee to the Promoter and/or the Association, the Allottee shall not be entitled to let out, transfer or part with possession of the said

Unit till the time the same are fully paid and No Dues Certificate is obtained from the Promoter and/or the Association, as applicable.

- 34.6 The Promoter shall be obliged to deliver possession of the said Unit subject To the Allottee making payment of the entire balance consideration and all other amounts and deposits payable by the Allottee to the Promoter hereunder AND fulfilling all his/her/its other covenants/obligations herein.
- 34.7 The Promoter shall not be liable to execute or cause to be executed any Conveyance Deed or other instruments in favour of the Allottee until such time the Allottee makes payment of all amounts (including maintenance charges) agreed and required to be paid hereunder by the Allottee AND the Allottee has fully performed all the terms conditions and covenants of this Agreement and on the part of the Allottee to be observed and performed until then.
- 34.8 All liabilities owing to non-registration of the Conveyance Deed for the reasons solely attributable to the Allottee shall be to the account of the Allottee and the Allottee shall indemnify and keep the Promoter saved harmless and indemnified of from and against all losses damages costs claims demands suffered or incurred to likely to be suffered or incurred by the Promoter.
- 34.9 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter shall be exclusively entitled to and shall have the exclusive right to install its own glow sign/signage without any fee or charge and for the purposes of the Project also to install and/or permit any person to install towers, V-Sat, Dish or other Antennas or installations of any nature on the roofs for the time being of the Wings or any part thereof on such terms and conditions as the Promoter may in its sole discretion think fit and proper without any objection or hindrance from the Allottee, and the Allottee hereby consents to the same.
- 34.10 The Allottee shall have no connection whatsoever with the purchasers/buyers of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee and the other Allottees (either express or implied) and the Allottee shall be responsible to the Promoter for fulfilment of the Allottee's obligations and the Allottee's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby.
- 34.11 The properties and rights hereby agreed to be sold to the Allottees and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Promoter in writing. It is further agreed and clarified that any transfer of the said Unit by the Allottee shall not be in any manner inconsistent herewith and the covenants herein contained.
- 34.12 In respect of clause 7.1, 7.5, 7.6 and 9.2 of the Agreement, it is clarified that all amounts collected as GST and deposited with the appropriate authorities

concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.

- 34.13 In respect of clause 7.1 of the Agreement, it is clarified that, subject to the Act, the Force Majeure events may include epidemic, pandemic, health emergency, Governmental actions including lockdowns (including partial), curfews or any other events beyond the control of the Promoter including but not limited to any change in law, non-availability or irregular availability of essential inputs, labour, 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 affecting the regular development of the Project.
- 34.14 In respect of clause 7.5 of the Agreement, it is clarified that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, then subject to terms mentioned below, the Allottee shall serve a 45 (forty five) days' notice in writing on the Promoter and on expiry of the said period the allotment shall stand cancelled and the Promoter herein is entitled to forfeit an amount equal to the sum total of the booking amount paid for the allotment along with all interest liabilities of the Allottee in terms of Sec. 19 of the Act accrued till the date of such cancellation ("**Cancellation Charges**") and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation.
- 34.15 In respect of clause 7.5 and 9.3 above of this Agreement:
- a. The Allottee agrees that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter shall make such refund without any interest or compensation and all charges and expenses that may be incurred by the Promoter in making such refund shall be borne by the Allottee. However, in the event the Allottee is required by the Promoter 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, the Promoter shall refund to the Allottee amounts as mentioned in Clause 7.5 and 9.3 above.
  - b. 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.
  - c. In the event the Allottee is unable to execute the said Deed of Cancellation; the Promoter shall have the right to unilaterally execute and/or register the said Deed of Cancellation and the Allottee shall not object to the same and the Allottee shall cease to have any right title interest whatsoever in the Apartment or Project on and from the date of expiry



of the period mentioned in the notice of cancellation or termination issued by the Promoter or the Allottee, as the case may be.

- 34.16 In respect of clause 10 of the Agreement, it is clarified that the conveyance deed shall be drafted by the solicitors/advocates of the Promoter.
- 34.17 The Allottee acknowledges and agrees that the Allottee shall have the right of use of the Sampurna Shared Common Areas to be used and enjoyed in common with the allottees of the Residential Zone and Commercial Zone as mentioned in Part C of the Schedule-F hereto.
- 34.18 In respect of clause 18 of the Agreement, it is clarified that for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the Promoter may already have created mortgage and/or charge on the said Larger Land and/or any part thereof and shall be at liberty to create further mortgages and/or charges in respect of the said Larger Land or any part thereof, and the Allottee hereby consents to the same. Provided however that at the time of execution of the Deed of Conveyance, the Promoter assures to have the said Unit released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to his making payment of all the amounts payable as per the Payment Plan annexed hereto and complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoter.
- 34.19 In respect of clause 12 of this Agreement, it is expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving to the Promoter the opportunity to inspect assess and determine the nature of such defect (which inspection Promoter shall be required to complete within 30 working days of receipt of the notice from the Allottee), alters the state and condition of such defect, then the Promoter shall be relieved of its obligations contained in clause 12 of this Agreement and the Allottee shall not be entitled to any cost or compensation in respect thereof. Further, the Promoter shall not be liable to rectify any defect occurring under the following circumstances:
- a. If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles (wherever given) after the Allottee taking over possession of the Apartment, the Promoter 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;
  - b. If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee, the Promoter 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;

- c. If there are changes, modifications or alterations in doors, or other related items excluding those which the Allottee is not permitted to change then the Promoter will not take responsibility of door locks or door alignment or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- d. If the Allottee after taking actual physical possession of the Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the 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 Promoter;
- e. If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his/her agents in the manner in which same is required to be maintained and if the materials and fittings and fixtures provided by the Promoter are not available in the market.
- f. Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter 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 Promoter and not amounting to poor workmanship or manufacture thereof.
- g. If the Architect certifies that such defects are not manufacturing defects or due to poor workmanship or poor quality and any normal wear and tear.
- h. Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause 12 hereinabove.

34.20 The Promoter shall assist the Allottee to obtain electricity meters with respect to his/her/its Apartment from electricity supply agency. The Allottee shall be required to fill in the requisite forms and pay the applicable security deposit and charges to electricity supply agency. The Allottee shall pay the electricity bill pertaining to his/her/its Apartment directly to electricity supply agency.

#### **34.21 RESTRICTIONS ON ALIENATION**

After Lock- in Period (*as defined below*) and before taking actual physical possession of the Apartment in terms of clause 4 hereinabove and execution and registration of the Conveyance Deed to be executed in pursuance hereof, the Allottee shall not deal with, let out, encumber, transfer or alienate the

Apartment or his rights under this Agreement without the consent in writing of the Promoter first had and obtained Provided That the Allottee may transfer or alienate the Apartment or his/her rights under this Agreement by way of nomination with the prior consent in writing of the Promoter (which consent the Promoter may refuse to grant without assigning any reason whatsoever) after the Allottee having made payment of the entirety of all amounts payable hereunder to the Promoter till then and not being in default in observance of his obligations under this Agreement

Provided further that the Allottee shall be liable for payment to the Promoter of a fee/charge calculated @ Rs. 2% of the Total Consideration alongwith prevailing and applicable taxes as and by way of nomination fees to the Promoter AND in case so required by the Promoter or the ultimate Allottee of the Apartment, the Allottee herein shall join and also cause all intervening nominees to join in the conveyance and other documents of transfer as confirming parties, subject nevertheless to the following terms and conditions:

- a. The Allottee cannot nominate in favour of any third party before the expiry of a period of 12 months ("**Lock-in Period**") from the date of this Agreement.
- b. The Promoter may grant its consent for such nomination, transfer or alienation only upon being paid the fee/charge as aforesaid.
- c. Any such nomination assignment transfer or alienation shall be subject to the terms, conditions, agreements and covenants contained hereunder and on the part of the Allottee to be observed, fulfilled and performed.
- d. The Allottee shall have previously informed the Promoter in writing of the full particulars of such nominee/transferee.
- e. Under no circumstances, the Allottee shall be entitled to let out the Apartment before possession of the Apartment is delivered to the Allottee and Conveyance executed in terms hereof and the Allottee having duly made payment of all amounts payable hereunder and having duly complied with all the Allottee's obligations hereunder.
- f. All stamp duty and registration charges, legal fees and other charges and outgoings as maybe occasioned due to aforesaid transfer/nomination/alienation shall be payable by the Allottee or its transferee.

It is clarified that any change in the control of the Allottee (if being a Company or a partnership or an LLP) shall come within the purview of such nomination/assignment/transfer and be subject to the above conditions. It is further clarified that inclusion of a new joint allottee or change of joint allottee shall be treated as nomination. However, nomination fees shall not be payable in case of nomination in favour of parents, spouse or children of the Allottee.

Provided that the Transfer of the said Apartment after the Promoter has executed/caused to be executed the deed of conveyance of the Apartment in favour of the Allottee shall not be governed by this clause.

34.22 **(A)FORMATION OF ASSOCIATION:** In addition, to whatever has been agreed in the clauses 11 and 19 above, the Parties agree that the Project Common Areas and the Residential Zone Shared Common Areas shall be collectively referred to as the “**Common Areas**”, the wing Association, the Residential Zone Association (*defined below*) shall be collectively referred to as the “**Associations**”.

- (i) Wing Association: Upon formation of an association of the purchasers/allottees of the Project in accordance with the provisions of the Act and/or any other applicable local law (“**Wing Association**”), the Promoter shall transfer the Project Common Areas to the Wing Association along with the responsibility to maintain the Project Common Areas.
- (ii) Residential Zone Association: All the purchasers/allottees of the Complex shall form an association, hereinafter referred to as the “**Residential Zone Association**”, in order to ensure the effective and proper management and maintenance of the Residential Zone Shared Common Areas. Upon formation of the Residential Zone Association, the Promoter shall transfer the Residential Zone Shared Common Areas to the Residential Zone Association along with the responsibility to maintain the Residential Zone Shared Common Areas. It is clarified that the Residential Zone Association shall be formed, and the Residential Zone Shared Common Areas shall be transferred to the Residential Zone Association only after a date falling after the completion of all the Phases.

Provided that if such Residential Zone Association cannot be formed due to reasons not attributable to the Promoter, the Residential Zone Shared Common Areas shall then, at the discretion of the Promoter, be transferred to each of the associations of the Project proportionately and thereafter the said associations shall collectively takeover the maintenance of the Residential Zone Shared Common Areas.

- (iii) An amount of Rs. 0000 per sq.ft. is to be paid by each UNIT owner for formation of the Association.
- (iv) Maintenance Security Deposit: Before taking over the possession of the Apartment, the Allottee shall also pay to the Promoter an interest-free security deposit @ Rs. 0000per sq.ft. for 24 months from the date of taking its position. Cost of the Apartment herein (“**Maintenance Security Deposit**”). All tax liabilities on account of Maintenance Security Deposit shall be borne by the Allottee. At the time of taking over of management and maintenance of the respective Common Areas by the respective Associations, the same shall be handed over by the Promoter to the Associations at the discretion of the Developer to the Residential Zone Association. **PROVIDED HOWEVER**, prior to handing over the Maintenance Security Deposit to the respective Associations, the Promoter shall be fully entitled and the Allottee hereby authorises the Promoter to deduct any/all amount of

expenditure made by it towards the management, maintenance, upkeep and security of the Common Areas out of deposits as well as the non-receipt of any Maintenance Charges from the Allottee and the Promoter shall be liable to give due account of such deductions to the respective Associations.

**(B) INTERIM MAINTENANCE PERIOD:** In addition, to whatever has been agreed in the clauses 11 and 19 above, the Parties agree specifically as under with regard to maintenance and management of the Common Areas:

- a. The Promoter, in order to ensure the benefit of the Project and the allottees, either on its own or through its nominated agency shall maintain and manage the Common Areas at the costs and expenses of the allottees but for a period not exceeding 2 (two) year from the date of obtaining the completion certificate for the Project ("**Interim Maintenance Period**"). The Allottee, will pay Maintenance Charges inclusive of applicable taxes for the aforementioned Interim Maintenance Period, based on the bills to be raised by the Promoter ("**Interim Maintenance Charge**"). It is hereby clarified that in case the Association is not formed even after the Interim Maintenance Period without any fault on the part of the Promoter and despite its repeated persuasion for the formation of the Association, then, there shall be separate agreement between the Promoter and the allottee(s) containing the exhaustive terms and conditions to regulate the upkeep, security, maintenance and management of Common Areas beyond the Interim Maintenance Period.
- b. The maintenance and management of Common Areas by the Association will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, culvert, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMC's etc. It will also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.
- c. The rules and bye laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period shall be framed by the Promoter with such restrictions as may be necessary for proper maintenance and all the allottees are bound to follow the same.
- d. After the Common Areas of the Project are handed over to the Association, the Association may adopt the rules and the bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.

34.23 The Allottee has represented that the Allottee has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually and in a timely manner; however, in the event of facilitating the payment of the consideration, the Allottee shall be entitled to apply for and obtain financial assistance from recognized banks and/or financial institutions. In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank and/or financial institution, the Promoter shall be entitled and is hereby authorised by the Allottee to act

in accordance with the instructions of the bank and/or financial institution in terms of the agreement between the Allottee and the Bank and/or financial institution, subject however to the Promoter receiving the entire mutually agreed consideration for sale and transfer of the Unit in terms of this Agreement and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee/s from such bank and/or financial institution.

- 34.24 None of the following is intended to be or shall be transferred in favour of the Allottee and the Allottee shall have no ownership whatsoever in respect of (a) The clear demarcated land areas identified, earmarked and dedicated for the Project Common Areas; (c) The Residential Zone Shared Common Areas; (c) Other residential apartments and parking spaces in the Project and/or the other Wing/Phases/Zone comprised in the Residential Zone/Complex;. It is expressly clarified herein in respect of the residential apartments, parking and other spaces, properties and other rights comprised in the Project and/or the Complex which are not intended to be transferred to the Allottee, the Promoter shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by it and in its absolute discretion, without any reference or objection of to the Allottee. The Allottee hereby consents to the same and undertakes not to raise any claim or create or cause to be created for any reason, directly or indirectly, any obstruction or hindrance whatsoever regarding the same.
- 34.25 The Allottee shall not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the completion of the remaining Wing/Phases/Zone comprised in the Complex and/or the transfer, sale or disposal of any other apartment and/or parking space comprised in the Project as well as those comprised in any of the remaining Wing/Phases/Zone comprised in the Complex.
- 34.26 The Allottee shall pay all future betterment/development charges etc. relating to the said Apartment and/or the Project Common Areas and/or the Residential Zone Shared Common Areas.
- 34.27 The Allottee has, inter alia, inspected and verified all the documents as also the Project Plan of the Apartment, the Project, the Residential Zone and is satisfied as to the Plan and the condition and description of all fixtures and fittings to be installed and/or provided therein and also as to the amenities and facilities appertaining to the Apartment and also to the nature, scope and extent of benefit or interest in the Project and/or the Project Common Areas and/or the Residential Zone Shared Common Areas.
- 34.28 The Allottee understands that the car parking spaces located in the complex are not part of the Project Common Areas. A parking space may be allotted/sold by the Promoter to an allottee/purchaser of an apartment comprised in any of the UNIT within the Residential Zone and such allottee shall have unrestricted, perpetual, irrevocable, non-exclusive right to access and use the driveways/ramps located within the larger land for ingress and

egress to and from his allotted parking space in common with the Allottee, the Promoter (for the unallotted apartments and parking spaces) and other allottees/purchasers/lawful occupants of the complex.

- 34.29 The Project Common Areas, which include the common areas, parts and portions within the Project, are dedicated to the Project and intended for perpetual, irrevocable, non-exclusive use and enjoyment by the Allottee in common with the Promoter (for the unallotted apartments and parking spaces) all the other allottees/purchasers/lawful occupants of other apartments and parking spaces comprised in the Project SAVE AND EXCEPT the ramps/driveways in the complex which shall form a part of the Residential Zone Shared Common Areas, more fully and particularly described..
- 34.30 The Allottee shall be entitled to the perpetual, irrevocable but non-exclusive right to use the Residential Zone Shared Common Areas more fully and particularly described in **Schedule-C**, which due to the complex scheme of development, design, logistic and operational reasons cannot be segregated and are required to be integrated with the other phases for the benefit of the allottees/purchasers/lawful occupants of the Project in common with the Promoter (for the unallotted or retained apartments/units/spaces) and the allottees/purchasers/lawful occupants of the others Wing/Phases of the Complex/Residential Zone, as applicable.
- 34.31 The Apartment along with Parking Spaces shall be treated as a single indivisible unit for all purposes. The Allottee shall use the Parking Space allotted to him with the Apartment. The Parking Space allotted cannot be transferred separately and is transferable along with the Apartment only and shall be deemed to have been transferred with the Apartment even though the same be not expressly mentioned in any future deeds or conveyances or instrument of transfer.
- 34.32 The Allottee shall pay all taxes, charges, levies and impositions payable as owner or occupier of the Apartment and also proportionate share of all taxes, levies and/or impositions if any, of the Project Common Areas and Residential Zone and Shared Common Areas, as the case may be, payable by the Allottee and this liability shall be perpetual, even if not mentioned anywhere in any future conveyance or instrument of transfer. All prices, rates, fees and charges etc. mentioned in this Agreement and/or Deed of Conveyance to be executed are exclusive of any applicable taxes, cess, duties, levies etc. (both present and future) imposed by any appropriate authority (ies) which shall be payable separately by the Allottee.
- 34.33 Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that since under the provisions of applicable laws, the common areas and/or the land comprised in the said Larger Land/Residential Zone Land or any part thereof are required to be transferred to the association, the Allottee shall do all acts deeds and things and sign execute and deliver all papers documents etc., as be required therefor and if any stamp duty, registration fee, legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged

by the allottees proportionately and/or the association of allottees (including the Allottee herein) and the Promoter shall not be liable therefor in any manner and the Allottee and the other allottees shall keep the Promoter fully indemnified with regard thereto.

34.34 The Allottee shall be and remain responsible for and indemnify the Promoter and the Association against all damages, costs, claims, demands and proceedings occasioned to the said Larger Land/Residential Zone Land or any other part of the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.

34.35 The Allottee has understood that the Wings/infrastructure and/or amenities and facilities comprised within the various Phases of the Complex shall be constructed on the basis of sanction of an integrated Master Plan sanctioned on the area of Larger Land and the said plan is impartible and indivisible, subject to modifications/revisions to the extent as may be permitted under the applicable law in respect of consumption of available (Floor Space Index (FSI)/Floor Area Ratio (FAR) or additional FSI/ FAR granted in future in respect of the Residential Zone Land.

34.36 The Allottee shall be liable to pay a sum of 0.5% of Unit Consideration Value alongwith prevailing and applicable taxes towards the legal charges for preparation of this Agreement and the proposed deed of conveyance to be executed in pursuance hereof. Out of which one-half shall be paid by the Allottees at or before execution hereof and the balance one-half on or before the date of possession of the Apartment.

34.37 The Allottee hereby expressly and unequivocally agrees to strictly observe and fulfil the rules, regulations and restrictions for the better use and enjoyment of the Apartment, Parking Space and also for the better management and maintenance of the Wings and the Project.

### **35. CONSISTENCY:**

Any terms and conditions stated herein are not in derogation of or inconsistent with the terms and conditions set out in the Act and the Rules and Regulations made thereunder.

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

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

Allottee: (including joint buyers)



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

Promoter :

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

Owners :

**WITNESSES:**

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**SCHEDULE-A**

**(Project Land)**

**ALL THAT** piece and parcel of Net Bastu land measuring an area about **09 Cotatchs**  
**00 Chittacks 32 Sq.ft**, (excluding Road) equivalent to **604.979 Sq.Mt.** more or less

Together with a R.T. Shed measuring about 1300 sq ft, more or less standing thereon comprised under Mouza- Kalikapur, J.L.No.- 20, Under R.S. Khatian No.- 217, L.R. Khatian No.-782, 783 & 784, R.S. & L.R. Dag No.- 390, Being **PREMISES No.- 1519, KALIKAPUR, Assesses No.31-109-06-6073-7** lying and situated within the local limit of the Kolkata Municipal Corporation Ward No.-109, Kolkata- 700 099 Police Station Purba Jadavpur, Additional District Sub Registrar at Sealdah, in the District of South 24 parganas , butted and bounded by-

ON THE NORTH:- House Of Premises No.-17/2, Hederhat and Kalo Malik.  
 ON THE SOUTH:- House Of Kanai Malik and Tulshi Malik.  
 ON THE EAST:- 4.300 Mt. Wide K.M.C. Road (Black Top)  
 ON THE WEST:- House Of Hamta Malik and Binay Malik.

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

#### **SCHEDULE- B (Apartment/ Unit)**

**ALL THAT** Apartment No.....,having carpet areaof..... **Sq. ft**, along with anexclusive Balcony Area of ..... **Sq.ft.** appurtenant to the carpet area of the Apartment (corresponding to a built-up area ..... **Sq. ft**), altogether located on the ..... Floor in WING-1 within the Project and/or Complex TOGETHER WITH right to park **1 (One) medium sized Car at such Covered parking space** in the Ground floor of the building (**"Parking Space(s)"**) Together With the perpetual irrevocable right to use the Project Common Areas in common with the remaining allottees/ purchasers/lawful occupants of the Project and the Promoter (in respect of the unallotted apartments and parking space(s) in the Project AND the Apartment and the exclusive Balcony appurtenant to the Carpet Area of the Apartment are delineated in RED border on the map/plan of the ..... Floor of the building annexed hereto and marked as Annexure-"III".

#### **SCHEDULE- C**

##### **PART-I**

##### **(Total Cost)**

**Rs. 00,00,000/- (Rupees .....** **Only)** which includes the price of the Apartment, other charges & GST for the Apartment and the Parking Space (if any) to be paid by the Allottee to the Promoter in the manner as mentioned in Part-II below:

##### **PART-II**

##### **(Instalments / Payment Plan)**

The amount mentioned in **PART-I** of this **SCHEDULE-I** hereinabove shall be paid by the Allottee to the Promoter by cheques/Pay Orders/Demand Drafts drawn in the name of **“CITY LIVE CONSTRUCTION “** or by online payment (as applicable) as follows:

<b>1</b>	<b>Application Amount</b>	<b>Rs.5000/- + GST</b>
<b>2</b>	<b>Booking Amount (Within 7 Days of Application)</b>	<b>10% of total consideration (-) Application Money + GST</b>
<b>3</b>	<b>On execution of registered Agreement for sale (Payable Within 30 days from the date of Application)</b>	<b>10% of total consideration</b>
<b>4</b>	<b>On Completion of 1<sup>st</sup>Floor Slab Casting</b>	<b>15% of total consideration + GST</b>
<b>5</b>	<b>On Completion of 2<sup>nd</sup>Floor Slab Casting</b>	<b>15 % of total consideration + GST</b>
<b>6</b>	<b>On Completion of 3<sup>rd</sup>Floor slab Casting</b>	<b>15% of total consideration + GST</b>
<b>7</b>	<b>On Commencement of Brick work and plaster of the respective flat booked</b>	<b>15 % of total consideration + GST</b>
<b>8</b>	<b>On Commencement of Flooring of the respective flat booked</b>	<b>10 % of total consideration + GST</b>
<b>9</b>	<b>On Possession of the said Unit</b>	<b>10% of Total Consideration + GST</b>

**SCHEDULE-D**  
**SPECIFICATION**

<b>1.</b>	<b>Structure:</b>	Building designed with R.C.C. frame structure rests on individual column foundation as per structural design approved by the competent Authority.
<b>2.</b>	<b>External Wall :</b>	8” thick bricks wall and plastered with 1 : 5 Cement Moter.

3.	<b>Internal Wall :</b>	3", 5" thick bricks wall and plastered with 1 : 5 Cement Mortar.
4.	<b>Flooring :</b>	Bed rooms, drawing – cum – dining hall, Kitchen, Toilets and verandah – 2'x2' Floor tiles. Stair case fully marble.
5.	<b>Dado :</b>	The toilet dado 6' – 0" height with glazed tiles.
6.	<b>Kitchen :</b>	Cooking platform and sink (stainless steel) will be of 6'-0" length Granite slab And up to 3' – 0" height glazed tiles above the platform any extra slab and tiles will be extra work.
7.	<b>Toilet :</b>	Toilets will be of western type white commode of ISI brand with black or white PVC cistern Facility. Each toilets will be provided with two bib cock and one shower, two stop cocks of Esco brand and a Geyser point ( in any one toilet ) for hot and cold water.
8.	<b>Verandah :</b>	M.S. grill 2'-0" height will provided at Verandah with Standard design. Box grill must be as a extra work.
9.	<b>Stair Case:</b>	3' – 0" high M.S. Grill railing.
10.	<b>Doors :</b>	All doors frame of sale wood and shutter will be Phenol bonded flash door. Godrej lock provided at the main door. Toilet door shutters will be of PVC syntax type.
11.	<b>Windows:</b>	Aluminium sliding window with standard M.S. Grill will be provided with 3 mm smoke glass. No box grill provided.
12.	<b>Dining Space :</b>	In the dining space one basin will be provided.

13.	<b>Roof Treatment :</b>	Flooring in gray cement with proper water proofing chemical treatment will be provided at roof.
14.	<b>Painting :</b>	All the interior walls, ceiling, beams etc will be with Putty finished. External surface of the building will be painted with weather coat or equivalent.
15.	<b>Sanitary &amp; Water Supply :</b>	All the soil, waste water, rain water pipes will be of PVC. All the water supply line will be of PVC pipes of approved brand. One over-head water tank, Septic tank will be provided in the Building.
16.	<b>Water reservoir :</b>	One adequate capacity over head and one under ground water reservoir shall be provided.
17.	<b>Electric Works :</b>	<p><b>(1)</b> Full concealed type wiring with approved brand wire (Finolex /Havels ) and ISI standard anchor/havells switches and boards with M. C. B.</p> <p><b>(2)</b> In Bed rooms : Two light points, One 5-amp plug point, one fan point and A.C. point ( in one bed room Per flat).</p> <p><b>(3)</b> In Dining space : Three light point, two fan point, One 5-amp plug, one 15- amp plug points. <b>(4)</b> In Kitchen : one light point, one exhaust fan point, and One 15-amp plug point.</p> <p><b>(5)</b> In Toilet : one light point, one exhaust fan point, and one 15-amp plug point.</p> <p><b>(6)</b> In Verandah : One light point. One fan point.</p> <p><b>(7)</b> One TV line &amp; Cable point will be in</p>

		dining space. (8) One light point and one calling bell point at main entrance of flat. (9) Personal Electric meter from CESC will be on account of the Purchasers / Owners.
18.	<b>Common Area :</b>	All passage work will be net cementing. Parking area pavers Tiles.
19.	<b>Lift</b>	4 Nos of passengers lift.
20.	<b>Extra Works :</b>	Any extra works other than our standard specification will be charges extra as decided by us and shall impact completion date. All request for addition /alteration work have to be conveyed and accepted in writing and repaid before starting of brick work. hereafter no request will be entertained.

**SCHEDULE-E**  
**(Common Expenses)**

1. All cost of maintenances ,operating, replacing, white washing, painting, repairing and lighting the common parts, passages, lobbies, roofs and also other parts of the Building.
2. All charges and deposit for supplies of common facilities and all others relevant expenses regarding this premises or project.
3. The Kolkata Municipal Corporation taxes and other outgoings save and except those as are separately assessed on the respective unit.
4. Watchman's /Caretaker's salary, Jamadar, Jharudar and other common expenses , if any.
5. Lift maintenance, cost and expenses including annual maintenance charges and all other allied expenses thereto.
6. Monthly Maintenance charges shall be paid equally by all the flat owners to the Developer and it shall be effective from the date of Possession and or registration whichever is early.

7. Other charges of Rs.50,000/- ( Rupees fifty Thousand only) shall be paid by the each Purchaser /owner to the Developer at the time of taking possession of the respective unit.

### **SCHEDULE- F**

#### **(Common Rights, facilities and amenities)**

1. All Staircases on all the floors of the said building.
2. Stair case and landing of the building leading towards the vacant roof.
3. Common passages including main entrance of the building for egress and ingress of the building.
4. All common services and upon common spaces and undivided proportionate share of land and rights, liberties. Easement and privileges and appendages and appurtenances to be enjoyed by the Co-owners of the building.
5. Roof of the building is for the purpose of common services.
6. Water Pump, Overhead water tank and water supply Line and all plumbing Lines of the Building.
7. Electric meter Space and vacant roof for the purpose of services.  
Electricity Services and Electricity Main Line wirings and common Electric meter space and lighting in the common areas of the building.
8. Drainage and Sewerages and drive ways.
9. Boundary walls and Main gate, Caretaker Room and One Toilet on the Ground floor.
10. Such other common parts, equipment's, installations, fixtures and fittings and open spaces in or about the said building.
11. Vacant spaces surrounding the building and right of egress and ingress from the car parking space through the vacant spaces of the building.
12. Lift, Lift Lobby, Lift Room, Lift Stair, Machine Rooms, Lift light and Lift related equipment etc.
13. Community Hall .

### **SCHEDULE-G (Devolution of Title)**

**1.(i).** one Nandi Malik , Amulya Malik and Panti Malik all sons of late Fakir Chand Malik were the recorded owners of **ALL THAT** piece and parcel of Bastu land measuring about 16 Decimals, equivalent to 10 Cottacks more or more comprised under Mouza- Kalikapur, J.L.No.- 20, Under R.S. Khatian No.-217 , R.S Dag No.-390, within the local limit of the Kolkata Municipal Corporation

Ward No.-109, Kolkata- 700 099, Police Station- Purba Jadavpur, in the District- of South 24 Parganas.

(ii).While seized and possessed of the aforesaid plot of land, the said Nandi Malik , Amulya Malik and Panti Malik by a Deed of Gift dated 31/07/1985 bequeathed, gifted, transferred ALLTHAT piece and parcel of Bastu Land measuring an area of 16 Decimal, more or less comprised under Mouza- Kalikapur, J.L.No.- 20, Under R.S. Khatian No.-217 , R.S Dag No.-390, within the local limit of the Kolkata Municipal Corporation Ward No.-109, Kolkata- 700 099, in Favour of Bhola Malik and Sattyak Mallick @ Sattwick Malik against natural love and affection and the said Deed Of Conveyance was duly registered in the office of District Sub Registrar at Alipore and recorded in Book No.1, Volume No. 177, pages from 418 to 422, Being No.10586 for the year 1985.

(iii).By virtue of the aforesaid Deed of Gift dated 31.07.1985, Bhola Malik and Sattyak Mallick @ Sattwick Malik became the joint owners and jointly seized and possessed of **ALL THAT** piece and parcel of Bastu land measuring about 16 Decimals, equivalent to 10 Cottacks more or more comprised under Mouza- Kalikapur, J.L.No.- 20, Under R.S. Khatian No.-217 , R.S Dag No.-390, within the local limit of the Kolkata Municipal Corporation Ward No.-109, Kolkata- 700 099, Police Station- Purba Jadavpur, in the District- of South 24 Parganas.

(iv). While seized and possessed of the aforesaid bastu land, the said Sattyak Mallick @ Sattwick Malik son of late Nandi Malik died instated on 7<sup>th</sup> November, 1992 and his wife namely Smt. Santi Malik also died intestate on 24<sup>th</sup> March, 1995 leaving behind their only son namely Sri Biswajit Malik and only daughter namely Smt. Haridashi Malik as this legal heirs and successors.

(v). As per record the aforesaid **ALL THAT** piece and parcel of Bastu land measuring about 16 Decimals, equivalent to 10 Cottacks more or more comprised under Mouza- Kalikapur, J.L.No.- 20, Under R.S. Khatian No.-217 , R.S Dag No.-390, within the local limit of the Kolkata Municipal Corporation Ward No.-109, Kolkata- 700 099, Police Station- Purba Jadavpur, in the District- of South 24 Parganas. But on physical measurement without road area the said Net land was about **09 Cottacks 00 Chittack 32 SqFt.** more or more.

(vi)The said Sri Biswajit Malik and Smt. Haridashi Biswas by application of Hindu Succession Act, 1956 as amended up to date, have jointly inherited 50% of the undivided share of land of their father namely late Sattyak Mallick @ Sattwick Malik being **ALL THAT** piece and parcel of 50% share of the undivided bastu land measuring Net area about 04 Cottachs 08 Chittacks 16 sq ft, more or less comprised under Mouza- Kalikapur, J.L.No.- 20, Under R.S. Khatian No.-217, R.S Dag



No.-390, within the local limit of the Kolkata Municipal Corporation Ward No.-109, Kolkata- 700 099, Police Station- Purba Jadavpur, in the District- of South 24 Parganas.

**(vii).** The said Bhola Malik became the owner of remaining 50% of the undivided share of bastu land being **ALL THAT** piece and parcel of 50% of the undivided bastu land measuring Net area about 04 Cottachs 08 Chittacks 16 sq ft, more or less comprised under Mouza- Kalikapur, J.L.No.- 20, Under R.S. Khatian No.-217 , R.S Dag No.-390, within the local limit of the Kolkata Municipal Corporation Ward No.-109, Kolkata- 700 099, Police Station- Purba Jadavpur, in the District- of South 24 Parganas.

**(viii).** While seized and possessed of the aforesaid Bastu lands the said Sri Bhola Malik have mutated his name in the record of the concerned BL& LRO vide memo no.- 18/Mut/2030/BLLRO/kol dated 14<sup>th</sup> October, 2020 in respect of 50% undivided share of Bastu land measuring about 7.47 decimals equivalent to 04 Cotatchs 08 Chittacks 16 sq ft, more or less ( Net area excluding passage) comprised under Mouza- Kalikapur, J.L.No.- 20, Under R.S. Khatian No.-217 , L.R. Khatian No.-782, R.S. & L.R. Dag No.-390, within the local limit of the Kolkata Municipal Corporation Ward No.-109, Kolkata- 700 099, Police Station- Purba Jadavpur, in the District- of South 24 Parganas and is paying taxes regularly.

**(ix).** While seized and possessed of the aforesaid bastu lands the said Sri Biswanath Malik have mutated his name in the record of the concerned BL& LRO vide memo no.- 18/Mut/2029/BLLRO/kol dated 14<sup>th</sup> October, 2020 in respect of 25% undivided share of bastu land measuring about 3.74 decimals equivalent to 02 Cotatchs 04 Chittacks 08 sq ft, more or less ( Net area excluding passage) comprised under Mouza- Kalikapur, J.L.No.- 20, Under R.S. Khatian No.-217 , L.R. Khatian No.-784, R.S. & L.R. Dag No.-390, within the local limit of the Kolkata Municipal Corporation Ward No.-109, Kolkata- 700 099, Police Station- Purba Jadavpur, in the District- of South 24 Parganas and is paying taxes regularly.

**(x).** While seized and possessed of the aforesaid bastu lands the said Smt. Haridashi Biswas have mutated her name in the record of the concerned BL& LRO vide memo no.- 18/Mut/2031/BLLRO/kol dated 14<sup>th</sup> October, 2020 in respect of 25% undivided share of bastu land measuring about 3.74 decimals equivalent to 02 Cotatchs 04 Chittacks 08 sq ft, more or less ( Net area excluding passage) comprised under Mouza- Kalikapur, J.L.No.- 20, Under R.S. Khatian No.-217 , L.R. Khatian No.-783, R.S. & L.R. Dag No.-390, within the local limit of the Kolkata Municipal Corporation Ward No.-109, Kolkata- 700 099, Police Station- Purba Jadavpur, in the District- of South 24 Parganas. and is paying taxes regularly.

**(xi).** And whereas the said Biswajit Malik ,a bachelor,died interstate on 12 th April,2022 leaving behind him his only married sister Smt. Haridashi Biswas daughter of late Sattyak malik wife of

Biswanath Biswas as his only legal heir and successor and upon the death of the said Biswajit Malik the said Smt. Haridashi Biswas inherited the property of the deceased Biswajit Mallik .

(xii). while seized and possessed of the aforesaid undivided land , the Owners herein have mutated their respective names in the record of the Kolkata Municipal Corporation in respect of the aforesaid premises being **Premises No.-1519, Kalikapur, Assesses No.-31-109-06-7063-7**, Kolkata- 700 099 and are paying taxes.

The Owners became the joint owners and jointly seized and possessed of **ALL THAT** piece and parcel of Net Bastu land measuring an area about **09 Cotatchs 00 Chittacks 32 Sq.ft.** (excluding Road) equivalent to **604.979 Sq.Mt.** more or less Together with a R.T. Shed measuring about 1300 sq ft, more or less standing thereon comprised under Mouza- Kalikapur, J.L.No.- 20, Under R.S.Khatian No.-217, R.S Dag No.-390, Being **Premises No.-1519, Kalikapur, Assesses No.-31-109-06-7063-7** within the local limit of the Kolkata Municipal Corporation Ward No.-109, Kolkata- 700 099 Police Station- Purba Jadavpur, in the District of South 24 Parganas and are paying taxes , herein after be referred to as the **“SAID PREMISES**, more fully describe in the **SCHEDULE-A**, written hereunder.

2. By a development agreement dated 11<sup>th</sup> April,2022, (**“Principal Agreement”**) duly registered with the office of District Sub Registrar -V at Alipore in Book No I, Volume No.1630-2022, Pages from 101538 to 101580, Being No. 163002325 for the year 2022, followed by a supplementary development agreement dated 2<sup>nd</sup> August, 2023, duly registered in the office of the District Sub Registrar-V at Alipore recorded in Book No.1, CD Volume No.1630-2023, pages from 66868 to 6900, Being No.163002322 dor the year 2023 , the owners therein, inter alia, granted development rights to the Promoter with respect to **ALL THAT** piece and parcel of Net Bastu land measuring an area about **09 Cotatchs 00 Chittacks 32 Sq.ft.** (excluding Road) equivalent to **604.979 Sq.Mt.** more or less Together with a R.T.Shed measuring about 1300 sq ft, more or less standing thereon comprised under Mouza- Kalikapur, J.L.No.- 20, Under R.S. Khatian No.- 217 , L.R. Khatian No.-782, 783 & 784, R.S. & L.R. Dag No.- 390, Being **PREMISES No.- 1519, KALIKAPUR, Assesses No.- 31-109-06-7063-7** lying and situated within the local limit of the Kolkata Municipal Corporation Ward No.- 109, Kolkata- 700 099 Police Station Purba Jadavpur, in the District of South 24 parganas for the purpose of developing the Project on the terms and conditions contained therein and on even date the owners therein had granted various powers in favour of the Developer herein vide a registered Power of Attorney dated 11<sup>th</sup> April,2022 and registered with the office of the District Sub Registrar-V at Alipore in Book No I, Volume No.1630-

2022, Pages from 101581 to 101608, , Being No. 163902328 for the year 2022 followed by a supplementary Power of Attorney dated 2<sup>nd</sup> August, 2023 duly registered in the office of the District Sub Registrar-V at Alipore and recorded in Book No.1, CD Volume No.1630-2023, pages from 67058 to 67078, Being No.163002326 for the year 2023. .“ **Power of Attorney**”).

3. In terms of the Principal Agreement, the owners therein were able to cause the conversion of the land from various natures into Bastu .

4. In the circumstances as stated above, the Owners herein individually and separately, became the owner and are seized and possessed of or otherwise well and sufficiently entitled to the Project Land as stated in the Schedule **A** hereto mentioned.