

## AGREEMENT FOR SALE

This Agreement for Sale (**Agreement**) executed on this \_\_\_\_\_ (Date) day of \_\_\_\_\_ (Month), 20\_\_\_\_\_

### BY AND BETWEEN

**ORBIT TIRUPATI TOWERS PRIVATE LIMITED** (previously known as Tirupati Tower Private Limited), (CIN No. U45201WB1996PTC077613) a Company within the meaning of the Companies Act, 2013 having its registered office at 1, Garstin Place, Police Station Hare Street, Post Office General Post Office Kolkata, Kolkata – 700 001 and Income Tax Permanent Account Number AABCT0495N, represented by its Authorised Signatory \_\_\_\_\_, son of \_\_\_\_\_, of 1, Garstin Place, Police Station Hare Street, Post Office General Post Office Kolkata, Kolkata-700 001, by religion Hindu, by occupation Businessman, citizen of India, having Income Tax Permanent Account Number \_\_\_\_\_ and Aadhaar Number \_\_\_\_\_ and hereinafter referred to as “**the Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and assigns) of the **One Part**

### AND

(1) \_\_\_\_\_ son/daughter/wife of \_\_\_\_\_, by occupation \_\_\_\_\_, having Income Tax Permanent Account Number \_\_\_\_\_ and Aadhaar Card Number \_\_\_\_\_ (2) \_\_\_\_\_ son/daughter/wife of \_\_\_\_\_, by occupation \_\_\_\_\_, having Income Tax Permanent Account Number \_\_\_\_\_ and Aadhaar Card Number \_\_\_\_\_ both by religion \_\_\_\_\_, Citizen of India, residing at \_\_\_\_\_, Police Station \_\_\_\_\_, Post Office \_\_\_\_\_, Kolkata 700 \_\_\_\_\_, and hereinafter jointly referred to as “**the Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators, successors, legal representatives and permitted assigns) of the **Other Part**

The Promoter and the Allottee are hereinafter collectively referred to as the “Parties” and individually as a “Party”. Words defined in **Schedule F** shall have the meaning mentioned therein.

### **WHEREAS :**

- A. The Promoter is the owner of the said Land described in **Schedule H** hereto. The devolution of title in favour of the Promoter in respect of the said Land is as mentioned in **Schedule I** hereto.
- B. The said Land is earmarked for the purpose of building residential multi-storied building and the Project has been named “**ORBIT TARANG**”.

- C. The Parties are competent to enter into this Agreement.
- D. The Kolkata Municipal Corporation has sanctioned the Plans for development and construction on the said Land vide Building Permit No. 2023010050 dated 05.08.2023.
- E. The Promoter has obtained the sanctioned Plans for the Project from the Kolkata Municipal Corporation. The Promoter agrees and undertakes that it shall not make material changes to the Plans that have been sanctioned and approved except in compliance with Section 14 of the Act and other laws as applicable and /or as provided herein.
- F. The Project has been registered under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata on \_\_\_\_\_ under registration number \_\_\_\_\_.
- G. The Allottee had applied for an apartment in the Project and has been allotted on the General Terms and Conditions agreed between the parties All That the said Apartment Unit described in **Schedule A** and the floor plan of the said Apartment is annexed hereto and marked as **Schedule B**. The Car Parking Space/s have to be earmarked to the Allottees for facilitating the smooth functioning and use of Car Parking Space/s. In the absence of such earmarking of Car Parking Space/s, the use of the Car Parking Space/s would result in disharmony and periodical disputes amongst the Allottee/s and/or Occupant/s of the Apartments. In view of the same the Allottee/s hereby irrevocably authorizes the Promoter to earmark Car Parking Space/s for the Allottee/s at its discretion in the mutual interest. The Allottee/s further declares that he/she/it is bound by such earmarking of Car Parking Space/s and will not question the authority of the Promoter in doing so and further desist from making any issue or claims in respect thereto.
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I. The Allottee has independently examined and verified or caused to be examined and verified and is fully aware of and thoroughly satisfied about the following:
  - (i) The title of the Premises and the documents relating thereto;
  - (ii) The ownership right, title and interest of the Promoter in respect of the Premises and the said Apartment Unit;
  - (iii) The Plans and the necessary approvals and permissions; and
  - (iv) The Carpet Area, Built-up Area and Super Built-up Area of the said Apartment.
- J. The Allottee undertakes and covenants not to raise henceforth any objection or make any requisition regarding the above and also waives the right, if any, to do so.
- K. 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.
- L. 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.
- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees

to sell and the Allottee hereby agrees to purchase the said Apartment Unit described in **Schedule A**.

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. 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 said Apartment Unit described in **Schedule A**.
2. The Total Price/Agreed Consideration for purchase of the said Apartment Unit based on the carpet area thereof is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only ("**Total Price/Agreed Consideration**") as per details mentioned in **Schedule C**. Apart from the Total Price, the Allottee has agreed to make timely payment of the Additional Liabilities and Deposits mentioned in **Schedule G**.

*Explanation:*

- (i) The Total Price/Agreed Consideration above includes the Booking Amount paid by the Allottee towards purchase of the said Apartment.
- (ii) The Total Price/Agreed Consideration above excludes Taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, G.S.T., CGST, if any as per law, and Cess or any other similar taxes and levies which may be levied, in connection with the construction of the Project, by whatever name called) up to the date of handing over the possession of the said Apartment to the Allottee and/or the execution of the Deed of Conveyance;  
  
Provided that all the applicable taxes and levies whether existing or subsequently charged/modified/imposed shall be payable by the Allottee to the Promoter in addition to the Total Price;
- (iii) The Promoter shall periodically intimate in writing to the Allottee the amount of the installments of the Total Price/Agreed Consideration payable as stated in (i) above and the Allottee shall make the payment demanded within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide on written request 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/Agreed Consideration of the said Apartment includes the price of the proportionate share in the said Land and Common Areas and the right of use thereof and the right to use the said Car Parking Space, if any, as mentioned in this Agreement.

3. The Total Price/Agreed Consideration is escalation free, save and except increases which the Allottee hereby agrees to pay due to

increase on account of any increase in area and/or the 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 and/or increases as may be otherwise agreed. 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.

4. The Allottee shall make the payment of the Total Price/Agreed Consideration as per the payment plan set out in **Schedule 'C' ("Payment Plan")**.
5. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at mutually agreed terms for the period by which the respective installment is 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 and payment being made in terms thereof by the Allottee.
6. It is agreed that the Promoter shall not make any major additions and alterations in the Plans, layout plans, specifications (mentioned in Schedule D) and the nature of fixtures, fittings and amenities described in Schedule 'E' in respect of the said Apartment except as agreed upon, without the previous written consent of the Allottee and the Promoter may charge, additional amounts for such modifications as may be agreed with 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 it being expressly agreed and understood that in any case the Promoter shall be entitled to carry out any additions and/or alterations in the Plans so long the same does not affect the said Apartment intended to be sold to the Allottee and the Allottee hereby consents to the same and waives the requirement of any further consent.
7. The Promoter shall confirm the final carpet area and the built up area that have been allotted to the Allottee after the construction of the Building is complete and the Partial or Full Completion Certificate is granted by the Corporation, by furnishing details of the changes, if any, in the Carpet Area and the built-up area. The Total Price/Agreed Consideration 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 and/or the Built Up Area and/or the mutually agreed Super Built Up Area then the Promoter shall refund the excess money paid by Allottee within forty-five days with interest at the rate specified in Rule 17 of the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the Carpet Area and/or the Built Up Area and/or the mutually agreed Super

Built Up Area, allotted and sold to the Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule 'C'**. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.

8. Subject to the Allottee not committing any default in terms of this Agreement including under Clause 9.3, the Promoter agrees and acknowledges that the Allottee shall have the right to the said Apartment Unit as mentioned below:
  - (i) The Allottee shall have exclusive ownership of the said Apartment and the right to use the said Car Parking Space described in Schedule A. The allotment of the said Car Parking Space shall be made by the Promoter after issue of the Completion Certificate and such allotment shall be made by the Promoter at its discretion.
  - (ii) The Allottee shall have right of common use of the Common Areas. The Allottee shall use the Common Areas along with the Promoter, other Allottees, occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them and subject to making timely payment of the Maintenance Charges, Corporation taxes and other liabilities and charges as applicable. It is clarified that the Promoter shall hand over the Common Areas to the Association after duly obtaining the Completion Certificate from the Corporation as provided in the Act. The Allottee is aware that under Sections 11(4)(f) and 17 of the Real Estate (Regulation and Development) Act, 2016 the Promoter is required to transfer undivided proportionate title in the Common Areas to the Association. The Allottee is also aware that as per the registration procedure followed by the Registration Authorities in West Bengal for registering Agreements for Sale / Deeds of Conveyance regarding flats/apartments, the market valuation of the flats/apartments is to be ascertained from the website of the Registration Authorities and the same is required to be approved by the Registration Authorities for enabling the Agreements for Sale / Deeds of Conveyance to be registered. The Market Valuation e-Assessment Slip regarding any flat/apartment can be generated only on the basis of super built-up area which includes the undivided proportionate share in the Common Areas and market valuation is made on such basis taking into consideration the undivided proportionate share in the Common Areas. Stamp duty and registration fees are payable on the basis of such valuation including undivided proportionate share in the Common Areas without which the Agreement for Sale / Deed of Conveyance cannot be registered. Under the circumstances, beneficial ownership/right in respect of undivided proportionate title in the Common Areas shall be deemed to be transferred to the Allottee under the Deed of Conveyance to be executed and registered in favour of the Allottee in respect of the said Apartment Unit while a formal

Deed of Transfer shall be executed and registered in favour of the Association for formal transfer of undivided proportionate title in the Common Areas including the said Land to the Association as mentioned below. It is clarified that the Promoter shall upon receipt of a written request from the Association (upon formation) execute a Deed of Transfer for transfer of undivided proportionate title in the Common Areas including the said Land in favour of the Association in the manner agreed upon. Such Deed of Transfer shall be prepared and finalized by the Promoter and shall be subject to the reservations and/or rights of the Promoter including under the several Agreements for Sale and the several Deeds of Conveyance to be executed in favour of the Allottees as also subject to the allotment of the open Car Parking Spaces to be made by the Promoter in favour of the Allottees. All expenses and outgoings for preparation and registration of such Deed of Transfer including stamp duty, registration fees, legal fees, incidental expenses, etc. shall be paid by the Association and/or the Allottees including the Allottee herein without any amount being required to be contributed by the Promoter. The Allottee agrees, undertakes and covenants to make timely payment of his share of such expenses and outgoings within 7 days of demand.

- (ii) That the computation of the price of the said Apartment includes recovery of price of land and the construction of not only the said Apartment but also the Common Areas (mentioned in **Schedule E**) proportionately and includes cost for providing all facilities to be provided within the Project as mentioned in **Schedule D**. The Allottee has also agreed to make timely payment of the Additional Liabilities and Deposits mentioned in **Schedule G**. The Additional Liabilities and Deposits are an integral part of the transaction and non-payment/delayed payments thereof shall also result in default on the part of the Allottee and the consequences mentioned in Clause 9.3 shall follow.
9. It is made clear by the Promoter and the Allottee agrees that the said Apartment Unit shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent self-contained Project covering the said 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 previous project in its vicinity or otherwise. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of all the present and future Allottees of the Project.
10. It is understood by the Allottee that all other areas, that is, areas and facilities falling outside the Project and/or not specifically included in the Common Areas under this Agreement shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

11. The Promoter agree(s) to pay all outgoings relating to the said Apartment Unit before transferring the physical possession of the said Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including proportionate land cost, ground rent, municipal or other local taxes, charges for water or electricity, Maintenance Charges, repayment of mortgage loan taken by the Promoter and interest on such mortgages or other encumbrances on the said Apartment Unit and such other proportionate liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the physical possession of the said Apartment Unit to the Allottee, then the Promoter agrees to be liable, even after the transfer of physical possession of the said Apartment Unit, to pay such outgoings and charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
12. The Allottee has paid a total sum of Rs. 3,00,000/- (Rupees three lakhs only) plus Goods and Services Tax as Booking Amount being part payment towards the Total Price/Agreed Consideration of the said Apartment Unit at the time of application and/or thereafter, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price/consideration of the said Apartment Unit as prescribed in the Payment Plan mentioned in **Schedule 'C'** whether demanded by the Promoter or not, within the time and in the manner specified therein;

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

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones subject to Force Majeure and reasons beyond control, the Allottee shall make all payments, whether demanded by the Promoter or not, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheques/demand drafts/banker's cheques payable at Kolkata or through RTGS/online payment (as applicable) in favour of the Promoter.

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

- 3.1 The Allottee, if resident outside India, shall intimate the same in writing to the Promoter and be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory

amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment for acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with necessary declarations, documents, permissions, approvals, etc. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law and in any event in Indian Rupees only. 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 shall 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 Clause 3.1 above. Under no circumstances shall the Promoter be liable or responsible for any delay, default, non-compliance or violation by the Allottee. 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 to 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 Unit applied for herein in any way and the Promoter shall issue the payment receipts in favour of the Allottee only.

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

The Allottee authorizes the Promoter to adjust and appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the said Apartment Unit, 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/her payments in any manner.

**5. TIME IS ESSENCE:**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall take steps to abide by the time schedule for completing the Project and handing over the said Apartment Unit to the Allottee and the Common Areas to the Association after receiving the Completion Certificate subject to reasons beyond control and Force Majeure. Similarly, the Allottee shall make timely payments of the installments and other dues payable by him and comply with the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule "C" ("Payment Plan").



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

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the said Apartment and accepted the floor plan which has been approved by the Corporation, the Total Price/Agreed Consideration and Payment Plan mentioned in **Schedule C** and the Additional Liabilities and Deposits mentioned in **Schedule G** and the specifications (mentioned in Schedule D) and the Common Areas, amenities and facilities mentioned in **Schedule E**. The Promoter shall develop the said Apartment in accordance with the said layout plans, floor plans and specifications. Subject to the terms of this Agreement, the Promoter undertakes to abide by such plans approved by the Corporation.

7. **POSSESSION OF THE SAID APARTMENT:**

7.1 **Schedule for possession of the said Apartment:-**

The Promoter agrees and understands that timely delivery of possession of the said Apartment to the Allottee is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over the said Apartment on the date mentioned in Schedule A, that is, \_\_\_\_\_ unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or anything affecting the regular development of the real estate project (“Force Majeure”). If, however, the completion of the Project is delayed due to Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the said Apartment Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee 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 Allottee within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/she shall not have any rights, claims, etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking Possession-** The Promoter, upon obtaining the Partial or Full Completion Certificate from the Corporation, shall offer in writing (“**Notice for Possession**”) the possession of the said Apartment to the Allottee in terms of this Agreement to be taken by the Allottee within 3 (three) months from the date of issue of the Notice for Possession and the Promoter shall give possession of the said 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, documentations on part of the Promoter. The

Allottee agrees to pay the Maintenance Charges as determined by the Promoter/Association, Corporation taxes and other outgoings in respect of the said Apartment Unit from the date of issuance of the Partial or Full Completion Certificate. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the Partial or Full Completion Certificate of the Project.

- 7.3 **Failure of Allottee to take possession of the said Apartment-**  
Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee shall take possession of the said 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 said Apartment Unit to the Allottee. In case the Allottee to take possession within the time provided in Clause 7.2, such Allottee shall continue to be liable to pay Maintenance Charges, Corporation taxes and other outgoings as applicable.
- 7.4 **Possession by Allottee-** After obtaining the full Completion Certificate and handing over physical possession of the Apartments to the Allottees, it shall be responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the Association as per the local laws.
- 7.5 **Cancellation by Allottee-** The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Booking Amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 days of such cancellation.
- 7.6 **Compensation.-** The Promoter shall compensate the Allottee in case of any loss caused to him solely due to defective title of the said Land that is known to the Promoter but has not been disclosed to the Allottee or which the Allottee could not have found out inspite of due diligence and care, in the manner as provided under the Act subject to the Allottee not having committed default or violation or breach or non-compliance of any of the terms and conditions of this Agreement and subject to the Allottee having made timely payments of all amounts under this Agreement and/or otherwise required under law. It is further made clear that under no circumstances shall the Promoter be liable for any defective title not attributable to the Promoter and/or for any defect that existed prior to purchase of the said Land by the Promoter.

Except for occurrence of a Force Majeure event or reasons beyond control, if the Promoter fails to complete or is unable to give possession of the said Apartment (i) in accordance with the terms of this Agreement by the date specified in Schedule A or any extension thereof; or (ii) due to discontinuance of the Promoter's business on

account of suspension or revocation of the registration under the Act, or for any other reason solely attributable to the Promoter, the Promoter shall be liable on written 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 them towards the Total Price/Agreed Consideration of the said Apartment, with interest at the rate specified in Rule 17 of the Rules which shall be deemed to be the compensation provided under the Act within forty-five days of it becoming due or within such further time as may be agreed between the parties subject to the Allottee not having committed default or violation or breach or non-compliance of any of the terms and conditions of this Agreement and subject to the Allottee having made timely payments of all amounts under this Agreement and/or otherwise required under law. If the Allottee does not withdraw from the Project within 45 (forty-five) days of the date specified in Schedule A, then it shall be deemed that the Allottee has voluntarily opted not to withdraw from the Project and thereafter the option of withdrawal shall not be applicable after such forty-five days and/or shall cease to be valid or have effect;

Provided that where the Allottee does not withdraw from the Project, the Allottee may claim from the Promoter interest at the rate specified in Rule 17 of the Rules for every month of delay, till the handing over of the possession of the said Apartment which shall be paid by the Promoter to the Allottee within forty five days or any extended period of time of it becoming due. Any interest or compensation payable to the Allottee may be adjusted against the interest receivable by the Promoter from the Allottee for delayed payment in terms of this Agreement.

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

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

- (i) The Promoter has marketable title with respect to the said Land. The devolution of title in favour of the Promoter in respect of the said Land is as mentioned in **Schedule-I** hereto. The Promoter has actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project created by the Promoter other than construction finance taken from ICICI Bank Limited and mortgage of the said Land for the said financial facility;
- (iv) As per the knowledge of the Promoter, there are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the said Apartment;
- (v) All approvals, licenses and permits issued by the Corporation with respect to the Project, said Land and the said Apartment are valid and subsisting. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project,

- the said Land, the Building and the said 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 of the Allottee created herein, may prejudicially be affected;
  - (vii) The Promoter has not entered into any agreement for sale 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 save and except for the mortgage of the said Land with ICICI Bank Limited;
  - (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 Deed of Conveyance, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the said Apartment to the Allottee and the Common Areas shall be handed over to the Association after the execution and registration of the Deed of Transfer in favour of the Association;
  - (x) The said Apartment is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Apartment;
  - (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 by the Promoter as per applicable law with respect to the Premises to the Corporation till the Partial or Full Completion Certificate is issued;
  - (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 Apartment) has been received by or served upon the Promoter adversely affecting the said Land and/or the Project to the best of its knowledge and belief;
  - (xiii) The said Land is not Waqf property.

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1 Subject to the Force Majeure conditions and reasons beyond control, the Promoter shall be considered under a condition of Default, in the following events subject to the Allottee having complied with all his obligations under this Agreement including making timely payment of all amounts payable under this Agreement and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law:

- (i) Promoter fails to offer to provide ready to move in possession of the said Apartment to the Allottee within the time period specified in Schedule 'A' or any extension thereof. For the purpose of this para 'ready to move in possession' shall mean that the said Apartment shall be in a habitable condition as per the Specifications as mentioned in the Agreement.
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by the Promoter under the conditions listed above, Allottee is entitled to the following subject to the Allottee having complied with all his obligations under this Agreement including making timely payment of all amounts payable under this Agreement and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee towards the Total Price/Agreed Consideration for transfer of the said Apartment, along with interest at the rate specified in Rule 17 of the Rules within forty-five days of receiving the termination notice or within such further time as may be agreed between the parties. The liability of the Promoter to refund any amount to the Allottee shall arise only upon execution and registration of a Cancellation Agreement at the costs of the Allottee. The fees and expenses relating to this Agreement including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, brokerage etc. shall not be refundable. If, however the Allottee does not withdraw from the Project within forty-five days of the termination notice, then it shall be deemed that the Allottee has voluntarily opted not to withdraw from the Project and thereafter the option of withdrawal shall not be applicable and/or shall cease to be valid or have effect;

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter,

interest at the rate specified in Rule 17 of the Rules, for every month of delay till the handing over of the possession of the said Apartment.

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

- (i) In case the Allottee fails to make payments of the demands made by the Promoter as per the Payment Plan under **Schedule C** hereto and/or timely payment of the Additional Liabilities and Deposits under **Schedule 'G'** 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 Rule 17 of the Rules for the period of delay;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment/Agreement of the said Apartment in favour of the Allottee and refund the money paid to the Promoter by the Allottee towards the Total Price/Agreed Consideration after deducting the Booking Amount, brokerage paid by the Promoter, if any, and the interest liabilities and this Agreement shall thereupon stand terminated and the Promoter shall be free to deal with, dispose of, sell and/or transfer the said Apartment Unit to anyone else without any reference to the Allottee whose rights and/or entitlements shall come to an end forthwith upon termination. The liability of the Promoter to refund any amount to the Allottee shall arise only upon execution and registration of a Cancellation Agreement at the costs of the Allottee. The fees and expenses relating to this Agreement including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, brokerage, etc. shall not be refundable.

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

The Promoter, on receipt of Total Price/Agreed Consideration of the said Apartment as per Clause 1.2 and the Additional Liabilities and Deposits mentioned in **Schedule G** and all other amounts or dues payable by the Allottee hereunder or in law in respect of the said Apartment Unit including Maintenance Charges, electricity charges, Corporation and other taxes and levies and other outgoings from the Allottee and due compliance by the Allottee of all his obligations under this Agreement or otherwise under law, shall execute a Deed of Conveyance in respect of the said Apartment Unit within 3 months from the date of issuance of the Completion Certificate, to the Allottee:

However, in case the Allottee fails to pay any amount including depositing the stamp duty and/or registration charges and/or incidental expenses and/or legal expenses within the period mentioned in the

notice, the Allottee authorizes the Promoter to withhold registration of the Deed of Conveyance in his/her favour till full and final settlement of all dues and payment of stamp duty and registration charges and incidental expenses to the Promoter is made by the Allottee for which the Allottee shall remain solely responsible. The Allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899 including any actions taken or deficiencies / penalties imposed by the competent authorities.

**11. MAINTENANCE OF THE BUILDING/ APARTMENT/ PROJECT**

Subject to payment of maintenance charges by all Allottees of the Project (including the Allottee herein) the Promoter shall be responsible to provide and maintain essential services in the Project till the offer to the Association to take over of the maintenance of the Project upon the issuance of the Completion Certificate of the Project. The cost of such maintenance has not been included in the Total Price/Agreed Conveyance of the said Apartment and the same shall be paid by the Allottee as agreed with the Promoter forthwith upon demand.

**12. DEFECT LIABILITY:**

It is agreed that in case any structural defect in construction which is certified by a licensed Architect and/or engineer (excluding any purchased materials and/or items from third party manufacturers) is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of issue of the Partial or Full Completion, the Promoter shall take steps to rectify such defects without further charge, within 30 (thirty) days or such further time as may be necessary as per the Architect/Structural Engineer, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided However that the Promoter shall not be liable under any circumstances if any additions, alterations and/or modifications etc. have been made in the Building, Common Areas and/or any of the Apartments by the Allottees including the Allottee herein and/or if there is any deviation found from the sanctioned Building Plan. It is further made clear that the structural defect, if any, must be certified by a licensed Architect and/or engineer that it is a defect made at the time of construction and is not due to wear and tear and/or due to weather elements and/or natural causes /calamities and/or due to any additions, alterations and/or modifications, etc. and/or any acts or omissions made by any of the Allottees and/or occupants of the Building and/or due to any other reason not attributable to the Promoter.

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

The Allottee has agreed to purchase the said Apartment Unit on the specific understanding that his 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 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/Maintenance Agency/Association shall have rights of unrestricted access to all Common Areas mentioned in **Schedule E** as also the garages/covered parking and Car Parking spaces for providing necessary maintenance and repair services and the Allottee agrees to permit the Association and/or Maintenance Agency to enter into the said Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to cause necessary repairs and maintenance and set right any defect.

15. **USAGE :**

Use of the Common Areas: The Common Areas mentioned in Schedule E and located within the Project, shall be ear-marked for purposes such as facilities and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, fire-fighting pumps and equipments, etc. and other permitted uses as per sanctioned plans if mentioned therein. The Allottee shall not be permitted to use the services areas in any manner whatsoever, and the same shall be reserved for use by the Association formed for rendering maintenance services.

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

16.1 Subject to Clause 12 above, the Allottee shall after taking possession, be solely responsible to maintain the said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the said Apartment or the Common Areas which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment and shall at his/her own cost keep the said 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 Building is not in any way damaged or jeopardized.

16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board /name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, Building therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or grills or external painting of the balcony/open terrace 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 said Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove or damage any wall including the outer and load bearing wall of the said Apartment.

16.3 The Allottee shall plan and distribute his electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association and/or Maintenance Agency.

16.4 The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions mentioned in Clauses 16.1 to 16.3.

16.5 The Allottee agrees, covenants and undertakes to observe and comply with the covenants and/or house rules mentioned in **Schedule J** and shall be liable and responsible for all losses and damages arising in case of default, violation and/or breach of any of them.

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

The Allottee is entering into this Agreement for allotment of the said Apartment with the full knowledge of all laws, rules and regulations, notifications, etc. applicable to the Project. The Allottee hereby undertakes that he shall comply with and carry out from time to time after he has taken over possession of the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent authority at his own costs.

**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 after the Plans have been finally approved by the competent authority(ies) and disclosed, except for as provided in the Act and under this Agreement including the clauses herein.

**19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE AFFECTING THE FINAL RIGHT OF THE ALLOTTEE:**

The Promoter has taken construction finance from ICICI Bank Limited and the said Land has been mortgaged for the said financial facility. After the Promoter executes this Agreement it shall not further mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take the said Apartment. It is made clear that the transfer of the existing mortgage, charge and/or finance from ICICI Bank Limited to any other entity shall be deemed to be and shall be treated as a continuation of the existing mortgage, charge and/or finance and not as a further or new mortgage. However, the Allottee hereby irrevocably consents that the Promoter shall be entitled to get increased the amount of loan and/or financial assistance for the purpose of implementation and execution of the Project. The charge and/or mortgage existing at the relevant time in respect of the Premises in favour of the Banks/Financial Institutions/Housing Finance Companies or corporate bodies granting such loans shall also extend to any increase of the amount of loans and/or financial assistance that may be obtained by the Promoter. However, on or before the execution of the Deed of Conveyance in respect of the said Apartment Unit, a release/no objection/ clearance shall be obtained by the Promoter in respect of the same. The Allottee shall be entitled to take housing loans for the purpose of purchasing the said Apartment Unit in the Project from banks, institutions and entities granting such loans provided that such loans are in accordance with and subject to this Agreement and the loans taken by the Promoter. In the event of any conflict in the terms of the housing loan documents and this Agreement, the terms of this Agreement shall prevail.

**20. APARTMENT OWNERSHIP ACT:**

The Promoter has assured the Allottee that the Project in its entirety is planned in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972.

**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, pays the applicable stamp duty and registration fees and appears for registration of the same before the concerned registration

authority as and when intimated by the Promoter. If the Allottee 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 to pay the applicable stamp duty and registration fees and/or to appear before the concerned registration authority for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, shall be treated as cancellation of this Agreement by the Allottee without any default of the Promoter and in such case the provision of Clause 7.5 including regarding termination, forfeiture and refund shall be applicable. It is made clear that the Allottee shall not be entitled to 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 previous assurances, representations, brochures, advertisements including through digital/electronic media, correspondence, negotiations, understandings, any other agreements, allotment letter, correspondences, arrangements, whether written or oral, if any, between the Parties save and except the General Terms and Conditions in regard to the said Apartment.

**23. RIGHT TO AMEND:**

The Agreement may only be amended through written consent of the Parties. Any document containing any additions, modifications, amendments, consents or variations accepted by the parties shall be valid and binding irrespective of whether the same is registered or not. The parties understand the present registration procedure in West Bengal does not contain provision for registration of any amendment etc. of a document and as such registration of any document containing any amendment etc. is not likely to be possible.

**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 said Apartment and the Project shall equally be applicable to and enforceable against any subsequent Allottees of the said Apartment, in case of a transfer that is validly made with the prior written consent of the Promoter, as the said obligations go along with the said 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 timely payments as per the Payment Plan (Schedule 'C') including waiving the payment of interest for delayed payment provided that such waiver shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in subsequent breach by the Allottee in not making timely payments as per Payment Plan. 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. However, such waiver, if any, shall be deemed to be a temporary waiver only and in case of the Promoter being liable to pay any interest or compensation to the Allottee for any reason whatsoever under this Agreement and/or the Act and/or Rules thereunder, then the waiver shall stand revoked and the interest amount as per the Act and/or Rules payable by the Allottee shall be adjusted against the amount, if any, payable by the Promoter. The Allottee may also, at its sole option and discretion, without prejudice to his rights as set out in this Agreement, waive any breach or delay by the Promoter including waiving the delay in completion and/or handover of possession in terms of this Agreement and/or under the provisions of the Act and/or Rules thereunder.

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 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 the 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 the Project, the same shall be the proportion which the carpet area of the said Apartment bears to the total carpet area of all the Apartments in the Project.

**28. FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such deeds, documents and instruments and take such other actions and steps, in additions to the instruments and actions specifically provided for herein as may be reasonably required in order to effectuate the provisions of the 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 completed only upon its execution by or on behalf of the Promoter through its authorized signatory/constituted attorney 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. After execution, this Agreement shall be registered at the office of the Registrar, District Sub Registrar, Additional District Sub Registrar and/or any other authority having jurisdiction to register this Agreement. Hence this Agreement shall be deemed to have been executed at Kolkata within the jurisdiction of the Hon'ble High Court at Calcutta.

**30. NOTICES:**

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

**Name and Address of Allottee:**

(1) \_\_\_\_\_ (2) \_\_\_\_\_ of  
\_\_\_\_\_

**Name and Address of Promoter:**

**Orbit Tirupati Towers Private Limited**, of 1, Garstin Place, Police Station Hare Street, Post Office General Post Office Kolkata, Kolkata – 700 001

It shall be the duty of the Allottee and Promoter to inform the other parties of any change in the above address subsequent to the execution of this Agreement 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 such Allottee which shall for all intents and purposes be considered as properly served on all the Allottees.

The General Terms and Conditions (GTC) on the basis of which the transaction has been entered into shall continue to be valid and subsisting and shall be deemed to be a part of this Agreement. Waiver or limitation of any right or interest and/or any consent given by any party in this Agreement and/or any part hereof and/or in any document hereafter, shall be valid and binding and the same shall also be deemed to be voluntarily given, repeated and/or reiterated by such party subsequent to the signing of this Agreement.

**32. GOVERNING LAW:**

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

**33. DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be referred to Arbitration under the Arbitration and Conciliation Act, 1996. The Arbitral Tribunal shall consist of a sole Arbitrator to be appointed in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be held at Kolkata in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The parties have agreed that the sole Arbitrator shall not be bound to follow the rules of evidence and shall have summary powers and may make interim orders and Awards, whether interim or final. The Award/Awards made by the Arbitrator shall be final and the parties agree to be bound by the same.

The Additional Terms mentioned below have been mutually agreed upon as per the contractual understanding between the parties. Such Additional Terms are not intended to be in derogation of or inconsistent with the mandatory terms and conditions of the Act and the Rules and Regulations made thereunder.

**34. ADDITIONAL TERMS**

Notwithstanding anything to the contrary contained hereinbefore, the parties have mutually agreed to the following terms which shall be

valid and binding on them in addition to and/or in modification/supercession of those contained hereinbefore:

(i) Besides the additions and alterations permissible under the Act and/or Rules, the Allottee has consented to and/or hereby irrevocably consents that the Promoter may make modifications, additions and alterations within permissible and/or prevailing norms regarding the construction and the specifications of the Building, the Common Areas, the ground floor layout and/or the said Apartment as may be deemed necessary by the Promoter and/or as may be advised by the Architects and/or as may be required by any authority including the Corporation and the same is and shall be deemed to be the previous written consent under the Act. Prior to the booking of the said Apartment Unit the Allottee had been informed and made aware that the ground floor layout, roof layout, including the Common Areas and its location may undergo changes and/or modifications and the Allottee has consented to and/or hereby consents to the same and this is and shall be deemed to be the previous written consent of the Allottee in terms of the Act. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price/Agreed Consideration and that the total quantum of Common Areas mentioned in Schedule 'E' shall not be reduced to the detriment of the Allottee.

(ii) The decision of the Architects regarding the quality and specifications of the materials and the workmanship regarding construction and completion as also regarding structural defect/damage shall be final and binding on the parties.

(iii) With effect from the Date of Possession and/or the date of expiry of the period specified in the Notice mentioned in Clause 7.2, whichever is earlier, the Allottee shall be deemed to have fully satisfied himself in all respects including the Plans, the construction and the quality, specifications and workmanship thereof, the carpet area and built-up area and super built-up area, the quality of materials used, the structural stability and completion of the Building, the Common Areas, the said Apartment, etc. and shall not thereafter be entitled to raise any objection or dispute or make any claim regarding the same.

(iv) From the Date of Possession, the Allottee shall be liable to pay the monthly charges for use of electricity to the said Apartment Unit as per sub-meter/independent meter installed for the same within seven days of issue of bill.

(v) Within 30 days of the Date of Possession or within 30 days from the date of execution of the Deed of Conveyance, whichever is earlier, the Allottee shall apply for mutation to the Authorities and shall take all necessary steps and complete, at the Allottee's own costs, the mutation of the said Apartment Unit in the Allottee's name within 2 months thereafter.

(vi) In case of there being a failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law, then the Promoter shall be entitled to issue a Notice to the Allottee calling upon the Allottee to rectify, remedy, make good or set right the same within one month from the date of issue of such Notice. If the Allottee does not comply with the said Notice to the satisfaction of the Promoter within the above time, then the Allottee shall be liable to pay to the Promoter compensation and/or damages that may be quantified by the Promoter and in default of such payment within 30 days, the Promoter may terminate the allotment /Agreement of the said Apartment in favour of the Allottee. In case of termination the provisions under sub-clause 9.3 (ii) shall be applicable including regarding the amount that shall be refundable and the time for the same.

(v) If any act or omission of the Allottee results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or the construction of the Building or any portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, sale or disposal of any Apartment or portion of the Building, then in that event the Allottee shall also be liable to pay to the Promoter compensation and/or damages that may be quantified by the Promoter.

(viii) Besides the aforesaid rights mentioned in sub-clauses (vi) and (vii) above, the Promoter shall also be entitled to enforce any other right to which the Promoter may be entitled to in law by reason of any default or breach on the part of the Allottee.

(ix) The Promoter shall be free to purchase/develop land contiguous/adjacent/adjoining to and/or accessible from the said Land (“the Adjacent Property”) with any other persons and in such an event the owners/occupants/residents of the Adjacent Property may be permitted by the Promoter to use the drive ways, pathways and passages in the said Land for access to the Adjacent Property as also use of the Club Facilities (defined below) on such terms and conditions as the Promoter may decide. The Promoter shall also be free to get the Adjacent Property and the said Land amalgamated into a single premises with the Corporation. The Allottee undertakes not to raise any objection or dispute regarding any of the above and has consented to and/or hereby irrevocably consents to all of the above and no further consent shall be necessary in future.

(x) Neither any of the (i) open and covered spaces in the Building and the said Land that are not included in the Common Areas mentioned in **Schedule E**, (ii) Roof of the Building at the Premises



excluding the Common Roof Area, (iii) other Apartments, Apartment Units, Open Terraces and Car Parking Spaces in the Building (except the right to park medium sized car(s) in the said Car Parking Space) and/or the Premises, (iv) right of further construction on any part of the open land/space comprised in the said Land or raising of any additional floor/storey/construction on the roof of the Building including the Common Roof Area and (v) Exclusive Private Roof Area Rights in respect of the Exclusive Private Roof Area are intended to be transferred, nor the same shall be transferred in favour of the Allottee in as much as the same shall belong exclusively to the Promoter without the Allottee having any right, title, interest, claim or entitlement whatsoever in respect thereof and the Promoter shall be entitled to use, utilise, transfer, sell, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions and for such consideration as may be thought fit and proper by the Promoter in its absolute discretion, without any reference to the Allottee who hereby consents to the same and hereby disclaims, relinquishes, releases and/or waives any right, title, interest, entitlement or claim that the Allottee may be entitled to, both in law or any equity, in favour of the Promoter.

(xi) The entitlement of the Allottee in respect of the Common Areas shall be variable depending on Additional/Further Constructions, if any, made by the Promoter from time to time and the Allottee hereby irrevocably consents to the same. Any such variation and/or any Additional/Further Constructions shall not affect the Total Price / Agreed Consideration and no claim can be raised regarding the same by the Allottee and the Allottee shall not be entitled to and covenants not to demand any refund out of the Total Price / Agreed Consideration paid by the Allottee on the ground of or by reason of any variation and/or any Additional/Further Constructions.

(xii) The Promoter shall be entitled at all times to install, display and maintain its name, brand and/or logo on the roof (including Common Roof Area) of the Building and/or other areas in the Building and/or the Premises by putting up hoardings, display signs, neon signs, lighted displays, etc. and all costs regarding the same shall form part of Common Expenses and no one including the Allottees and the Association shall be entitled to object or to hinder the same in any manner whatsoever. No one including the Allottees and the Association shall have any right to remove and/or damage the name and/or brand and/or logo installed and/or displayed and/or maintained by the Promoter.

(xiii) Save and except the right of obtaining housing loan in terms of Clause 19 above, the Allottee shall not have any right or lien in respect of the said Apartment Unit till the Deed of Conveyance is executed and registered in favour of the Allottee after payment of all amounts by the Allottee.

(xiv) Notwithstanding anything contained in Clause 12 hereinabove 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 after the Allottee has taken over possession of the said 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 the Allottee has taken over possession of the said Apartment, 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, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- d) If the Allottee after taking physical possession of the said Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the said Apartment by making any changes in the said Apartment then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;
- e) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.
- f) 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.
- g) 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 said 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.

- h) Any defect due to force majeure.
- i) Failure to maintain the amenities / equipment
- j) Due to failure of AMC
- k) Regular wear and tear
- l) If the Architect/Structural Engineer certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

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 said 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

(xv) The Deed of Conveyance and all other papers and documents in respect of the said Apartment Unit and the Premises shall be prepared and finalised by the Project Advocates and the Allottee has agreed and undertaken to accept and execute the same within 30 days of being required by the Promoter after complying with all obligations that are necessary for the same. In default, the Allottee shall be responsible and liable for all losses and damages that the Promoter may suffer.

(xvi) The Promoter shall take steps for formation of the Association. Any association, company, syndicate, committee, body or society formed by any of the Allottees without the participation of the Promoter shall not be entitled to be recognised by the Promoter and shall not have any right to represent the Allottees or to raise any issue relating to the Building or the Premises. The maintenance of the Premises shall be made over to the Association within the time mentioned in the West Bengal Apartment Ownership Act, 1972 and upon such formation the Association shall be responsible for the maintenance of the Building and the Premises and for timely renewal of all permissions, licenses, etc. After handing over of the maintenance of the Premises to the Association, the Promoter shall transfer and make over the Deposits, if any, that may have been made by the Allottees, to the Association after adjusting its dues, if any.

(xvii) All the Allottees as also the Allottee herein shall become members of the Association without raising any objection whatsoever and abide by all the rules, regulations, restrictions and bye-laws as be framed and/or made applicable by the Promoter.

(xviii) All papers and documents relating to the formation of the Association shall be prepared and finalised by the Promoter and the Allottee hereby consents to accept and sign the same.

(xix) The employees of the Maintenance Agency for the common purposes such as watchmen, security staff, caretaker, liftmen, sweepers etc. shall be employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment subsisting with the Maintenance Agency and the Allottee hereby consents to the same and shall not be entitled to raise any objection thereto.

(xx) The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein and/or in the several Deeds of Conveyance which provisions and covenants shall, in any event, have an overriding effect and any contrary rules, regulations and/or amendments of the Association shall be void ab initio.

(xxi) All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by all Allottees of the Building including the Allottee herein.

(xxii) The rights of the Promoter, the Maintenance Agency and the Association relating to certain matters are more fully specified in **Schedule L** and the Allottee has irrevocably agreed to be bound by the same.

(xxiii) The Allottee shall from the Date of Possession, use and enjoy the said Apartment Unit in the manner not inconsistent with the Allottee's rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Allottees and/or the Promoter.

(xxiv) The obligations and covenants of the Allottee in respect of the user, maintenance and enjoyment of the said Apartment Unit, the Common Areas, the Building and the Premises including payment of Maintenance Charges, electricity charges, Corporation and other taxes and other outgoings are more fully specified in Clause 16 and Schedule J and the same shall be binding on the Allottee. It is expressly made clear that after issue of the Notice for Possession all costs, expenses and outgoings in respect of the said Apartment Unit including for Maintenance Charges, electricity charges, Corporation taxes and other outgoings, charges, rates, taxes, levies, cess, deposits including security deposits or assessments pertaining to the said Apartment Unit, shall become payable by the Allottee from the date of issuance of the Partial or Full Completion Certificate notwithstanding anything to the contrary contained in Clause 16 or elsewhere in this Agreement. Such liability

shall continue till the same is paid by the Allottee or the Agreement/ Allotment is cancelled/terminated.

(xxv) The Maintenance Charges and proportionate Common Expenses shall be paid by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use any or all of the Common Areas and also irrespective of whether or not the Allottee is granted facility of parking any number of cars in the Mechanical Car Parking System by the Promoter and any non-user or non-requirement in respect of any Common Areas or parking facility (if so granted) shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Allottee in respect of the said proportionate Common Expenses and/or Maintenance Charges. Any use of the Mechanical Car Parking System by the Allottees including the Allottee (if so granted) shall be subject to Force Majeure and interruptions, inconveniences and mechanical faults associated with its use and the Promoter and the Maintenance Agency shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Car Parking System to which the Allottee hereby consents and agrees to keep the Promoter fully indemnified in respect thereof.

(xxvi) The certified copies of deeds relating exclusively to the Premises that are available with the Promoter along with related documents and certified copy of Plans of the Building shall be handed over by the Promoter to the Association within 3 (three) months of handing over of maintenance of the Building to the Association.

(xxvii) From the date of offering the handing over of maintenance to the Association, the Promoter shall not have any responsibility whatsoever regarding the Building and the Premises and/or any maintenance, security, safety or operations including relating to fire fighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, the Mechanical Car Parking System, meters and connection, etc and/or for any statutory compliances, permissions and licenses regarding the Premises and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Allottees including the Allottee and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The Allottees including the Allottee and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire license etc. and the Promoter shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of offering the handing over of maintenance, the Promoter and/or its directors, employees or

agents shall not have any liability or responsibility whatsoever under any circumstance and the same shall be the sole liability and responsibility of the Allottees including the Allottee herein and/or the Association.

(xxviii) The Allottee has irrevocably consented and/or hereby irrevocably consents that the Promoter shall be entitled to make in future Additional/Further Constructions by way of additional/further construction in the Premises including by raising of any additional floor/storey/construction over the roof of the Building (including the Common Roof Area) and/or by way of construction of additional buildings/structures in the open land/spaces in the Premises and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the Building and/or the Common Areas and such future Additional/Further Constructions/ exploitation shall belong exclusively to the Promoter who shall be entitled to sell, transfer and/or otherwise deal with and dispose of the same in any manner whatsoever and appropriate all considerations and other amounts receivable in respect thereof. For the aforesaid purpose the Promoter is entitled to shift any part of the Common Areas (including common areas and installations, lift machine rooms and water tanks and the Common Roof Area) to the ultimate roof and also to make available the Common Areas and all utility connections and facilities to the additional/further constructions. The Promoter shall, if required, be entitled to obtain necessary permission / sanction from the concerned authorities regarding the above or get the same regularized/approved on the basis that the Promoter has an irrevocable sole right in respect of the same and the Allottee has irrevocably consented and/or hereby irrevocably consents to the same. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price/Agreed Consideration and that the total quantum of Common Areas mentioned in Schedule 'E' shall not be reduced to the detriment of the Allottee.

(xxix) Until a Deed of Conveyance is executed in favour of the Allottee, the Allottee shall not be entitled to mortgage or encumber or sell or alienate or dispose of or deal in any manner whatsoever with the said Apartment Unit or any portion thereof and/or any right therein and/or under this Agreement ("**Alienation**") except for the purpose of housing loan in terms of Clause 19 unless all the following conditions are complied with:-

- a) A minimum period of 1 (one) year has passed from the date of this Agreement.
- b) There is no default whatsoever by the Allottee in compliance with and/or performance of any of the Allottee's covenants, undertakings and obligations under this Agreement or otherwise.
- c) The Allottee has made full and timely payment of the Total Price / Agreed Consideration, the Additional Liabilities and Deposits mentioned in **Schedule G** due or payable till the time of such

- Alienation including interest and penalties, if any.
- d) The Allottee or the assignee, nominee, etc. has made payment to the Promoter sum calculated at the rate of 1 (one) per cent of total amount payable by the nominee including purchase price of the Allottee and his profit/nomination charges as transfer charges (hereinafter referred to as “**the Transfer Charges**”). The Allottee shall also pay the applicable Goods and Services Tax thereon, if any. However, no Transfer Fee shall be payable in case of transfer to the mother or father or spouse or child of the Allottee. It is further clarified that inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a transfer unless such joint Allottee is a mother or father or spouse or child of the original Allottee. Similarly, in case of the Allottee being a company, inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a transfer unless such new joint Allottee is a group company in which the Allottee owns at least 51 per cent of the entire equity share capital as also complete management control.
  - e) The Allottee shall deposit with the Promoter No Objection Certificate from the Bank and/or a letter of release of charge/ mortgage/ security regarding the said Apartment Unit including the documents pertaining to the said Apartment Unit.
  - f) Prior consent in writing is obtained from the Promoter regarding the proposed Alienation.
  - g) Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee because of higher market valuation as per the Registration Authorities on the date of nomination, shall be compensated by the Allottee paying to the Promoter agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time. Such amount shall be payable by the Allottee on or before the nomination.
  - h) An undertaking in writing being given by the Assignor/Nominator confirming that the Assignor/Nominator shall forego the stamp duty and registration fees paid on this Agreement for Sale and an undertaking in writing being given by the Assignee / Nominee that the Assignee / Nominee shall make payment of the applicable stamp duty and registration fees including any additional stamp duty and registration fees that may be payable due to such nomination without raising any dispute.

(xxx) After the execution and registration of the Deed of Conveyance, the Allottee may sell the said Apartment Unit subject to the following conditions:

- a) The said Apartment Unit shall be one lot and shall not be partitioned or dismembered in parts. In case of sale in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.
- b) The sale of the said Apartment Unit by the Allottee shall not be in

any manner inconsistent with this Agreement and/or the Deed of Conveyance and the covenants contained herein as also in the Deed of Conveyance shall run with the land and/or transfer. The person(s) to whom the Allottee may sell the said Apartment Unit shall be bound by the same terms, conditions, agreements, covenants, stipulations, undertakings and obligations as are applicable to the Allottee by law and/or by virtue of this Agreement and/or the Deed of Conveyance.

- c) All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, Corporation and other taxes etc. relating to the said Apartment Unit payable to the Maintenance Agency, the Corporation and other concerned persons/entities are paid by the Allottee in full prior to the proposed sale. Such dues, if any, shall in any event, run with such proposed sale.

(xxxix) The Promoter shall be entitled to sell the Apartment Units on such terms and conditions as the Promoter may deem fit and proper which may be at variance with the terms and conditions applicable to the Allottee. Without restricting or limiting the generality of the above it is clarified that the Promoter shall be entitled inter alia to:

- (a) demarcate and allot the car parking spaces in the Building for the allottees of Apartment Units;
- (b) charge Maintenance Charges and Common Expenses to the allottees of Apartment Units at such differential rate as may be decided by the Promoter;
- (c) limit or restrict the rights of the allottees of Apartment Units in respect of use of certain Common Areas;
- (d) grant additional/differential rights to the allottees of Apartment Units in respect of use of certain Common Areas;

(xxxixii) The said Open Terrace, if mentioned in **Part-I of Schedule A** hereto, shall have exclusive access from and be attached and appurtenant only to the said Apartment and shall be exclusively occupied and used by the Allottee for the purpose of private terrace only. The Allottee shall not be entitled to use the same for any other purpose or to make any construction thereon or to cover the same in any manner. The Allottee shall however be entitled to beautify and landscape the same provided however the same must always be fully open to sky without any covering, temporary or permanent. Further the Open Terrace cannot be enclosed by grills or glass doors/windows save and except the railing provided by the Promoter. The said Open Terrace shall form an integral part of the said Apartment Unit and shall be transferable only as a part of the same and not independently or in any other manner.



(xxxiii) The Allottee confirms that he has agreed to purchase the said Apartment Unit with full knowledge that he would have no right, title, interest, claim or entitlement whatsoever in respect of Open Terraces attached and/or appurtenant to other Apartments which shall be exclusively occupied and used by the respective Allottees and occupants thereof.

(xxxiv) Notwithstanding anything to the contrary contained elsewhere in this Agreement or otherwise it is hereby expressly agreed and made clear as follows:

- (a) The open and covered Car Parking Spaces including Mechanical Car Parking System sanctioned by the Corporation are meant to be used only for parking cars by the Allottees of this Project only.
- (b) The total number of open and covered Car Parking Spaces including Mechanical Car Parking System in the Project exceeds the total number of Apartments in the Project. The sizes of the Apartments are different and the car parking space requirement of the Allottees also varies.
- (c) For the sake of certainty and clarity and to avoid any confusion, specified car parking spaces including Mechanical Car Parking System shall be earmarked and allotted along with specified Apartments so that the same cars are parked in the same space every day.
- (d) Accordingly, at the request of the Allottee, the Promoter has agreed to allot the said Car Parking Space, if any, mentioned in Schedule A for exclusive use by the Allottee.
- (e) It is expressly made clear that only right of use shall be granted in respect of the said Car Parking Space, if any, mentioned in Schedule A and no sale shall be made.

(xxxv) The obligations of the Promoter under clauses 7.1 and 7.2 above shall arise subject to the Allottee having made timely payment of the full amounts of the Total Price/Agreed Consideration mentioned in **Schedule C** as per the Payment Plan mentioned therein as also the timely payment of all the Additional Liabilities and Deposits mentioned in **Schedule G** prior to the scheduled date of delivery of possession and subject to the Allottee complying with all his obligations under this Agreement and/or otherwise under the law and subject to the Allottee not committing any breach, default or violation.

(xxxvi) In case the Allottee fails to comply with Clause 34(xxxv) and make all payments or fails to take possession within the time provided in Clause 7.2 above, such Allottee shall be liable to pay a sum of Rs. 25,000/- (Rupees twenty five thousand only) plus GST per month as Holding Charges till the date when actual possession is taken by the Allottee and the Allottee shall continue to be liable to make all payments and comply with all obligations as mentioned in Clause

34(xxxv) and shall also be liable to pay Maintenance Charges, Corporation taxes and other outgoings as specified in Clause 7.2 from the date mentioned therein irrespective of possession not being taken by the Allottee and interest at the rate specified in Rule 17 of the Rules shall also be payable on the delayed payment.

(xxxvii) Notwithstanding anything to the contrary contained elsewhere in this Agreement it is hereby agreed that the Allottee's right to cancel/withdraw his allotment in the Project including under Clause 7.5 shall be subject to the Allottee having complied with all his obligations under this Agreement till that time including making timely payment of all amounts payable under this Agreement till that time and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law.

(xxxviii) Notwithstanding anything to the contrary contained elsewhere in this Agreement it is hereby agreed that the liability of the Promoter to refund any amount to the Allottee shall arise only upon execution and registration of a Cancellation Agreement at the costs of the Allottee. It is expressly agreed that the fees and expenses relating to this Agreement including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, brokerage etc. shall not be refundable under any circumstances in case of any cancellation of this Agreement for any reason including under Clause 7.5 above. The Promoter shall not have any other liability or obligation whatsoever and shall be entitled to deal with, dispose of, sell and/or transfer the said Apartment Unit to anyone else without any reference to the Allottee after the date of termination.

## **SCHEDULE 'A'- SAID APARTMENT UNIT**

### **Part – I (said Apartment)**

**ALL THAT** the residential Apartment No. \_\_\_\_ on the \_\_\_\_ Floor of Tower \_\_\_\_ measuring about \_\_\_\_ square feet Carpet Area, more or less, and \_\_\_\_ square feet Built Up Area, more or less, and mutually accepted by the parties to be equivalent to \_\_\_\_ square feet agreed Super Built-up Area in the Project named “**ORBIT TARANG**” being constructed at Premises No. 5A, Seals Garden Lane, Police Station Cossipore, Kolkata 700002 (described in Schedule H below)

Together with an Open Terrace measuring about \_\_\_\_ square feet on the \_\_\_\_ floor of Tower \_\_\_\_ attached and/or appurtenant to the said

Apartment and delineated in **Blue** colour on the floor plan being '**Schedule B**' below.

**Part - II**

**(said Car Parking Space)**

**ALL THAT** the right to park:

- (i) \_\_\_ car(s) in the covered independent car parking space on the ground floor (stilt) of the Building;
- (ii) \_\_\_ car(s) in the covered dependent car parking space on the ground floor (stilt) of the Building;
- (iii) \_\_\_ car(s) in the open car parking space located in the open area surrounding or adjacent to the Building;
- (iv) \_\_\_ car(s) in the Mechanical Car Parking System located in the open area surrounding or adjacent to the Building.

The said Apartment is proposed to be made ready for handing over possession by 31<sup>st</sup> March, 2028 unless there is delay due to Force Majeure or reasons beyond control.

**SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT**

**SCHEDULE 'C'- PRICE DETAILS & PAYMENT PLAN**

a)	Booking Amount	Rs. 3,00,000/-
b)	On Allotment	10 per cent less Booking Amount
c)	On Execution of Agreement for Sale	10 per cent
d)	On Commencement of Piling of the concerned Tower	10 per cent
e)	On Completion of Ground Floor Roof Casting of the concerned Tower	10 per cent

f)	On Completion of 2 <sup>nd</sup> Floor Roof Casting of the concerned Tower	10 per cent
g)	On Completion of 5 <sup>th</sup> Floor Roof Casting of the concerned Tower	10 per cent
h)	On Completion of 7 <sup>th</sup> Floor Roof Casting of the concerned Tower	10 per cent
i)	On Completion of 9 <sup>th</sup> Floor Roof Casting of the concerned Tower	10 per cent
j)	On Completion of 11 <sup>th</sup> Floor Roof Casting of the concerned Tower plus Generator, Electricity and Transformer charges, etc.	10 per cent
k)	On commencement of Brickwork of the concerned Floor	5 per cent
l)	On notice for possession	<u>5 per cent</u>
	Total	100 per cent

**SCHEDULE 'D'- SPECIFICATIONS, AMENITIES, FACILITIES  
WHICH ARE PART OF THE SAID  
APARTMENT**

**(Specifications)**

- **FOUNDATION & STRUCTURE**
- Structure Design for the optimum seismic consideration as stipulated by the IS Code.
- Foundation with RCC piles and pile caps.
- RCC framed super-structure with ACC Block/Fly ash bricks as per design.
- Anti-termite treatment during various stages of construction.
  
- **BUILDING ELEVATION**
- Towers meticulously designed, painted as per the Architect's Design.
  
- **LIVING / DINING ROOM**
- Flooring : Vitrified Tiles
- Wall & Ceiling : Putty for smooth finish.

- Main Door : Wooden Frame with Teak Finish & Laminated Flush Door.
- Hardware & Fittings : Godrej/Yale/Hafele or equivalent make.

- **BEDROOMS**

- Flooring : Vitrified Tiles
- Wall & Ceiling : Putty for smooth finish.
- Door : Wooden Frame with Teak Finish Flush Door.
- Hardware & Fittings : Godrej/Yale/Hafele or equivalent make.

- **BALCONY**

- Flooring : Matte Finish Tiles.
- MS / Glass Railings, as per Architect's Design.

- **KITCHEN**

- Flooring : Vitrified Tiles.
- Walls : Ceramic Tiles upto 2 feet height above the counter.
- Ceiling : Putty for smooth finish.
- Doors : Wooden Frame with Teak Finish Flush Door.(As per Architect)
- Hardware & Fittings : Godrej/Yale/Hafele or equivalent make.
  - f. Counter : Granite stone counter top
  - g. Plumbing : Stainless steel sink with water provision

- **WINDOW**

- Aluminum Power-Coated Windows with clear glass .

- **ELECTRICAL**

- Modular Switches of Havells/Anchor/North-West or equivalent make with copper wiring.

- **TOILETS**

- Flooring : Anti-skid Vitrified tiles.
- Wall : ceramic tiles upto 7ft. height.
- Ceiling : putty for smooth finish.
- Doors : Wooden Frame with Laminate Finish flush door. (As per Architect)
- Hardware & Fittings : Godrej/Yale/Hafele or equivalent make.
- Sanitary-Ware : Parryware/Jaquar/ Essco or equivalent make.
- CP Fittings : Parryware/Jaquar/ Essco or equivalent make.

- **LIFT**

- Automatic Lift of Otis/Kone or equivalent make.

- **GROUND FLOOR LOBBY**

- Flooring : Combination of Large Sized Vitrified tiles as per Architect's design.

- Walls: Premium Finish as per Architect's Design.
- **TYPICAL FLOOR LOBBY**
  - a. Flooring : Combination of Large Sized Vitrified Tiles as per Architect's design.
  - b. Walls : Premium finish as per Architect's Design.

**SCHEDULE 'E'- COMMON AREAS, AMENITIES AND FACILITIES WHICH ARE PART OF THE PROJECT**

Common Areas

**SECTION A : (Common Areas and installations in respect whereof only right of user in common shall be granted)**

- a) Lobbies and Staircases of the Building.
- b) Lift pits chute comprised in the Building.
- c) Common drains, sewers and pipes, sewerage treatment plant.
- d) Common water reservoirs, water tanks and water pipes (save those inside any Apartment) appurtenant to the Building.
- e) Wires and accessories for lighting of Common Areas of the Building.
- f) Pump and motor.
- g) Lift and lift machinery of the Building.
- h) Fire Pump room and equipment.
- i) Fire fighting equipment in the Building.
- j) CCTV on the ground floor, lifts and Roof.
- k) Land comprised in the Premises.
- l) Common Driveways.

**SECTION – B (Common installations for which proportionate additional separate costs are to be paid by the Allottee)**

- a) Electrical installations relating to meter, transformer and sub-station for receiving Electricity from CESC.
- b) Common Power Generator for common lights, lift(s), pump(s) and other common Facilities and for providing stand-by power for lobby, common light(s), lift(s), pump(s) and other common services as also for the said Apartment Unit.
- c) Other facilities or installations, if any, provided for the common use of the Allottees and not covered by **Section A** hereinabove.

**SECTION – C (CLUB FACILITIES on Roof and/or Ground Floor)**

1. Multipurpose Court
  2. Kids Play area
  3. Outdoor Fitness Zone
  4. Banquet Hall on the Ground Floor.
  5. Senior Citizen Seating Area
  6. Indoor Lounge
  7. Swimming pool with Deck
  8. Kids Pool
  9. Temple on the Ground Floor.
  10. Adda Corner
  11. Changing Rooms
  12. Gymnasium
  13. Indoor Games room
  14. Barbeque Area.
- (a) Notwithstanding anything contained above or elsewhere herein the contents of this Schedule are subject to changes by the Promoter and the rights in respect of the Common Areas are subject to the reservations and/or the rights solely of the Promoter under this Agreement.
  - (b) Some common facilities and amenities shall be provided on a portion of the roof/floor above the top most apartments in the Building and the balance portion of the roof as also the ultimate roof shall not be part of the Common Areas and may be used,

utilized and/or dealt with in any manner by the Promoter at its discretion.

- (c) The Promoter shall always be entitled to use the Club and its facilities in the same manner as the Allottees irrespective of whether any Apartment Unit is owned and/or retained by them or not.

#### **SCHEDULE F- DEFINITIONS**

- (i) **“Act”** means the Real Estate (Regulation and Development) Act, 2016;
- (ii) **“Additional/Further Constructions”** shall mean all future vertical and horizontal exploitation of the Building and/or the Premises by way of additional/further construction in the Premises including by raising of any additional floor/storey/construction over the roof of the Building (including the Common Roof Area) and/or by way of construction of additional buildings/structures in the open land/spaces in the Premises that may be made by the Promoter and such Additional Further/Construction may be made from time to time and the owners and occupiers thereof shall have similar rights as the Allottee herein in respect of the Common Areas;
- (iii) **“Additional Liabilities”** shall mean the Additional Liabilities mentioned in **Part-I** of the **Schedule G** hereto all of which are to be paid by the Allottee in addition to the Total Price / Agreed Consideration and shall also include any other additional amounts that may be required to be paid by the Allottee;
- (iv) **“Agreed Consideration/Total Price”** shall mean the consideration mentioned in **Schedule C** payable by the Allottee for purchasing the said Apartment Unit (excluding Goods and Services Tax which is payable additionally by the Allottee, as applicable from time to time);
- (v) **“Allottees”** shall, according to its context, mean all Allottees and/or intending Allottees of different Apartments in the Building and shall also include the Promoter and subsequently its transferees) in respect of such Apartments as may be retained and/or not alienated and/or not agreed to be alienated for the time being by the Promoter;
- (vi) **“Apartment”** shall mean any residential apartment (including the Open Terrace, if any, appurtenant thereto) and/or any other covered space in the Building which is capable of being exclusively owned, used and/or enjoyed;
- (vii) **“Apartment Unit”** shall mean any residential Apartment (including the Open Terrace, if any, appurtenant thereto) and/or any other covered space in the Building which is capable of being exclusively owned, used and/or enjoyed by any Allottee, the right, if any, to park a car in a Car Parking Space and the



right to use and enjoy the Common Areas mentioned in **Schedule E** hereto in common;

- (h) **“Architect(s)”** shall mean Raj Agarwal & Associates of 1st Floor, 8B, Royd Street, Esplanade, Taltala, Kolkata, West Bengal 700016 or such other Architect(s) whom the Promoter may from time to time appoint as the Architect(s) for the Building;
- (i) **“Association”** shall mean the Association to be formed under the West Bengal Apartment Ownership Act, 1972 which would comprise the Promoter and the representatives of the Allottees and be formed or incorporated for the Common Purposes with such rules and regulations as shall be framed by the Promoter;
- (j) **“Booking Amount”** shall mean the amount which has been paid by the Allottee for booking of the said Apartment;
- (k) **“Building”** shall mean the new building comprising of Tower 1 and Tower 2, each Tower having ground floor plus twelve upper floors and/or structures to be constructed on the Premises by the Promoter in terms of the Plans and shall also mean Additional/Further Constructions that may be constructed on the Premises by the Promoter from time to time wherever the context so permits;
- (l) **“Built-Up Area”** in relation to an Apartment shall mean the plinth area of that Apartment (including the area of bathrooms, if any, balconies, if any, Open Terrace, if any, appurtenant thereto) and also the thickness of the walls (external or internal), the columns and pillars therein, provided that, if any wall, column or pillar be common between two Apartments then 1/2 (one-half) of the area under such wall, column or pillar shall be included in each of the Apartments;
- (m) **“Car Parking Spaces”** shall mean the covered independent car parking spaces on the ground floor (stilt) of the Building as also the covered dependent car parking spaces on the ground floor (stilt) of the Building as also in the open space surrounding or adjacent to the Building as also in the Mechanical Car Parking System located in the open space surrounding or adjacent to the Building that may be earmarked by the Promoter for parking of medium sized cars;
- (n) **“Carpet Area”** shall have the meaning as ascribed to it under the Act;
- (o) **“Club Rules”** shall mean the rules to be framed/made by the Promoter relating to the Club and its facilities and the same shall, inter alia, deal with admission, removal, suspension of membership, restriction of access, entrance/membership fees, charges for use of different facilities, rules of conduct for members, provision for payment for repairs and replacements by the members, etc.
- (xvi) **“Common Areas”** shall mean the common areas, facilities and installations in the Building and the Premises, as may be decided or provided by the Promoter for common use and

- enjoyment of the Allottees and which are indicated in **Schedule E** hereto which shall be used and enjoyed in common by all the Allottees;
- (xvii) **“Common Expenses”** shall mean all costs and expenses for the management, maintenance and upkeep of the Building, the Mechanical Car Parking System, the Common Areas and the expenses for Common Purposes including those mentioned in **Schedule K**;
- (xviii) **“Common Purposes”** shall include the purpose of managing and maintaining the Premises, the Building, the Mechanical Car Parking System and in particular the Common Areas, rendition of services in common to the Allottees, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Allottees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas in common;
- (xix) **“Common Roof Area”** shall mean only the specified portion / area of the ultimate roof of the Building, as may be decided and demarcated by the Promoter at any time prior to handing over possession of the said Apartment Unit, along with the Lift Machine Room and the water tank thereon, which only shall form part of the Common Areas;
- (xx) **“Corporation”** shall mean the Kolkata Municipal Corporation and its different departments and officers and shall also include other concerned authorities that may recommend, comment upon, approve, sanction, modify and/or revise the Plans;
- (u) **“Corpus Fund”** shall mean the Fund comprising of the amounts to be paid / deposited and/or contributed by each Allottee, including the Allottee herein, towards corpus fund which shall be held by the Maintenance Agency for the purpose of major repairs, replacements and additions to the Common Areas and other contingencies;
- (xxii) **“Date Of Possession”** shall mean the date on which the Allottee is handed over possession of the said Apartment;
- (xxiii) **“Deed Of Conveyance”** shall mean the Deed of Conveyance to be executed by the Promoter in favour of the Allottee in respect of the said Apartment Unit upon the Allottee complying with all the obligations, paying and depositing all amounts in time and not committing any breach or default;
- (xxiv) **“Deposits”** shall mean the amounts mentioned in **Part-II** of the **Schedule G** hereto and to be deposited by the Allottee and shall also include any other amount that the Allottee may be required to deposit;
- (xxv) **“Exclusive Private Roof Area”** shall mean all portion of the roof over the ultimate top floor of the Building including any construction thereon other than the Common Roof Area and in respect of such Exclusive Private Roof Area only the Promoter shall have Exclusive Private Roof Area Rights and neither the

- Allottee, nor other Allottees and/or occupants of the Building shall have any right, title, interest, claim or entitlement whatsoever in respect of the Exclusive Private Roof Area;
- (xxvi) **“Exclusive Private Roof Area Rights”** shall mean the exclusive right and entitlement of use and enjoyment of the Exclusive Private Roof Area by the Promoter (along with its guests and visitors) including beautifying and landscaping the same, making a private roof garden, making installations, erections and constructions permissible in law, etc. together with the right to transfer such rights and entitlements;
- (xxvii) **“Maintenance Agency”** shall mean the Promoter itself or any entity appointed by the Promoter for the Common Purposes or upon its formation, the Association;
- (xxviii) **“Maintenance Charges”** shall mean the proportionate amount of Common Expenses payable monthly by the Allottee to the Maintenance Agency;
- (xxix) **“Mechanical Car Parking System”** shall mean the mechanical car parking system having Dependent or Stack Car Parking System installed in the open space surrounding or adjacent to the Building comprising of separate sets of parking cars, each set having 2 levels for parking of 2 cars (1 above and 1 below), and the two car parking spaces in each set may be allotted to 2 different Allottees to be used by them in co-operation and co-ordination with each other and the term Mechanical Car Parking System shall mean and include all equipment, appliances, accessories thereof and the electricity and other connections thereto;
- (xxx) **“Open Terrace”** shall mean the open terrace areas on certain floors of the Building each of which shall be attached and/or appurtenant only to a specified Apartment and having access from such Apartment only and meant to be occupied, used and enjoyed exclusively by the Allottee /occupant of such Apartment;
- (xxxi) **“Plan/Plans”** shall mean the plans of the Building which have been sanctioned and approved by the Kolkata Municipal Corporation vide Building Permit No. 2023010050 dated 05.08.2023 and/or which may be revised/approved/sanctioned by the Corporation and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architect(s) and shall also include the variations, modifications, alterations and changes therein that may be made by the Promoter, if any, as well as all revisions, renewals and extensions thereof, if any;
- (xxxii) **“Premises”** shall mean the piece or parcel of revenue free land measuring about 78 cottahs 13 chittacks 33 square feet more or less together with several dwelling houses, structures, boundary walls, etc. erected and/or built thereon situate, lying at and being Municipal Premises No. 5A, Seals Garden Lane (formed out of portion of Holding Nos. 68, 69A and 70, Dihi Panchannagram,

Division-I, Sub Division-III and formerly being Premises No. 23A Barrackpore Trunk Road), Police Station Cossipore, Kolkata – 700 002 within the limits of Ward No. 001 of the Kolkata Municipal Corporation and morefully described in **Schedule H** hereto and the same shall also include wherever the context permits the constructions thereon from time to time including the Building as also Common Areas to be constructed thereon;

- (xxxiii) **“Project”** shall mean the development and construction at the Premises by the Promoter from time to time and shall include the Building (including Additional/Further Constructions) as also Common Areas being constructed thereon;
- (xxxiv) **“Project Advocates”** shall mean R. Ginodia & Co. LLP, Advocates of Ground Floor, 6, Church Lane, Kolkata-700 001 who have been appointed by the Promoter and have prepared this Agreement and also shall prepare all legal documentation regarding the development, construction, sell and transfer of the Premises, the Building and the Apartments therein, including the Deeds of Conveyance;
- (xxxv) **“Regulations”** means the Regulations that may be made under The Real Estate (Regulation and Development) Act, 2016 applicable to West Bengal;
- (xxxvi) **“Rights on Allottee’s Default”** shall mean the rights mentioned in Clause 9.3 to which the Promoter shall be entitled in case of any default or breach by the Allottee;
- (xxxvii) **“Rules”** means the West Bengal Real Estate (Regulation and Development) Rules, 2021;
- (ll) **“Said Apartment”** shall mean the Apartment described in **Part I** of **Schedule A** hereto;
- (mm) **“Said Apartment Unit”** shall mean the said Apartment, the said Car Parking Space, (if any) and the right to use and enjoy the Common Areas mentioned in **Schedule E** hereto in common;
- (nn) **“Said Open Terrace”** shall mean the Open Terrace, if any, mentioned in **Part-I** of **Schedule-A** hereto;
- (xli) **“Said Land”** shall mean the land measuring about 78 cottahs 13 chittacks 33 square feet more or less comprised in the Premises;
- (xlii) **“Said Car Parking Space”** shall mean the right to park medium sized car(s) if any, described in **Part II** of **Schedule A** hereto;
- (xliii) **“Section”** means a section of the Act;
- (rr) **“Super Built-Up Area”** of the said Apartment Unit has been mutually agreed to be calculated by adding (i) the built-up area of the said Apartment and (ii) an agreed fixed percentage of 37 (\_\_\_\_\_) per cent of the built up area of the said Apartment;
- (xlv) **Masculine Gender** used in this Agreement shall include the feminine and neuter gender and vice versa and **Singular**

**Number** shall include the plural and vice versa.

## **SCHEDULE G**

### **PART I –ADDITIONAL LIABILITIES**

The following are not included in the Total Price/Agreed Consideration and the Allottee has agreed and undertakes to additionally pay the following within the time specified regarding the same or within 15 (fifteen) days of demand, in case no time is specified, without raising any objection whatsoever regarding the same:

1. Goods and Services Tax (GST) payable on the Total Price/Agreed Consideration and/or on sale/ transfer of the said Apartment Unit to the Allottee and/or on any amount payable by the Allottee under this Agreement or pursuant hereto including on the Additional Liabilities and the Deposits and payment of the same shall be made on or before the date the same is payable as per law or alongwith the payment of the respective installment or within 15 days of demand by the Promoter, whichever is the earliest.
2. Legal Fees of Rs. 40,000/- (Rupees forty thousand only) payable to the Project Advocates; 50 per cent of which shall be paid within 30 days from the booking of the said Apartment and the balance 50 per cent shall be paid within 15 days of Notice for Possession or the date of execution of the Deed of Conveyance, whichever is earlier. Allottee shall pay the GST as may be applicable on the Legal Fees.
3. Betterment and/or development charges and any other tax, duty levy, cess, or charge that may be imposed or charged, if any, in connection with construction or transfer of the said Apartment Unit in favour of the Allottee.
4. Stamp duty and registration fee and all other taxes, levies and other allied expenses relating to this Agreement for Sale, the Deed of Conveyance and all other papers and documents that may be required to be executed and/or registered in pursuance hereof and/or relating to the said Apartment Unit and any additional/deficit stamp duty, additional/deficit registration fee, penalty, interest or any other levy, if any, that may be imposed in this regard at any time together with miscellaneous and incidental costs, charges and expenses plus GST for registration of each document.
5. Price, cost, charges and expenses levied by the Promoter for any additional or extra work done and/or any additional amenity or facility provided and/or for any changes, additions, alterations or variation made in the said Apartment, and/or the agreed Specifications.
6. Advance Maintenance Charges for 12 months at the rate of Rs. 36/- (Rupees thirty six only) per square feet (subject to escalation) plus GST of Super Built up Area of the said Apartment.
7. The Allottee shall pay Rs. 150/- (Rupees one hundred fifty only) per square feet of super built up area of the said Apartment to the Promoter on account of the following:

- a. For obtaining and providing electricity supply and meter, including, on account of transformer or electrical sub-station, if any, and its installation, HT/LT line supply, supply cables, switch gears, etc. The Allottee confirms and accepts that the Allottee shall bear and pay separately all the expenses (including the security deposit) payable to Calcutta Electric Supply Corporation Limited (CESC) for his separate meter.
- b. For providing common generator as mentioned in Schedule E above
8. Proportionate costs, charges and expenses for betterment and/or development charges or other levies that may be charged regarding the Premises or the Building or the construction.
9. Proportionate costs, charges and expenses for providing any additional or special provision, fitting or amenity in the Building and/or the Premises by the Promoter.
10. Proportionate costs, charges and expenses for formation of the Association.
11. Applicable Goods and Services Tax and any other tax, duty, levy, cess, etc., if applicable on the above amounts, shall be paid by the Allottee in addition to the above.
12. Non-Refundable Club Membership Charges at the rate of Rs 150/- per square feet of the Super Built Up Area with additional applicable GST payable at the time of the Agreement.
13. The Allottee shall pay Rs. 100/- (Rupees one hundred only) per square feet of super built up area of the said Apartment to the Promoter as the charges for the sanction as shall be accorded in terms of Rule 26 of The Kolkata Municipal Building Rules.
14. Provision has been made for the installation of Diesel Generator (**DG**) for power backup to run the basic facilities at the Project. In addition to that, DG back up facility is also being made available for every Apartment. The charges for the allocated DG load will be payable by the Allottee on or before possession of his Apartment ("**DG Installation Charges**").
15. Upon complying of all the obligations of the Promoter stated in Clause 7.1 above, the Allottee shall be making timely payment of the full amounts of the Total Price/Agreed Consideration mentioned in **Schedule C** as per the Payment Plan mentioned therein as also the timely payment of all the Additional Liabilities and Deposits mentioned in this Schedule prior to the scheduled date of delivery of possession and subject to the Allottee complying with all his obligations under this Agreement and/or otherwise under the law and subject to the Allottee not committing any breach, default or violation.

## **PART II –DEPOSITS**

(a)	Deposit for Sinking Fund payable by the Allottee at the rate of Rs. 36/- (Rupees thirty six only) per square feet of Super Built-up Area of the said Apartment.
(b)	Deposit equivalent to 4 (four) quarters Municipal Taxes at the rate of Rs. 36/- (Rupees thirty six only) per square feet of Super Built up Area of the said Apartment.
(c)	Deposit for electric supply/individual meter for the said Apartment as per actuals payable to the electricity supply authority.
(d)	Deposit for any other item in respect of which payment is to be made by the Allottee under Part-I of this Schedule.

The Deposit under Item Nos. (a) and (b) shall be paid by the Allottee to the Promoter within 15 days of Notice for Possession without raising any objection whatsoever regarding the same. The Deposit under Item Nos. (c) and (d) shall be paid by the Allottee to the Promoter within (15) fifteen days of demand without raising any objection whatsoever regarding the same.

Applicable Goods and Services Tax and any other tax, duty, levy, cess, etc., if applicable, on the above amounts shall be paid by the Allottee in addition to the above.

#### **SCHEDULE H - SAID LAND/PREMISES**

**ALL THAT** the piece or parcel of revenue free land measuring about 78 Cottahs 13 Chittacks 33 Square Feet be the same a little more or less together with several dwelling houses, structures (together measuring about 28501 square feet), boundary walls, etc. lying erected and/or built thereon situate, lying at and being Municipal Premises No. 5A, Seals Garden Lane (formed out of portion of Holding Nos. 68, 69A and 70, Dihi Panchannagram, Division-I, Sub Division-III and formerly being Premises No. 23A Barrackpore Trunk Road), Police Station Cossipore, Kolkata – 700 002 within the limits of Ward No. 001 of the Kolkata Municipal Corporation Together With all rights, liberties, facilities, appurtenances, privileges, benefits, advantages and easements whatsoever relating to and/or appertaining to and/or in respect of the said Premises and/or commonly enjoyed therewith including the right of access, ingress and egress with men, materials and vehicles to and from the said Premises over the Common Passage leading upto the said Premises from Barrackpore Trunk Road. The Premises is delineated in

**GREEN** borders in the **map** or **plan** annexed hereto and is butted and bounded in the following manner:

On the North :	Partly by 5.64meters wide Seals Garden Lane and Partly by 5/1A Seals Garden Lane;
On the East :	Partly by Premises Nos. 4J, 4H, 4G/A, 4G/1B, 4F & 5B/8, Seals Garden Lane and Partly by Marbagan Lane (9.45 meters wide) which leads to Barrackpore Trunk Road;
On the South :	By Marbagan Lane [9.062 (Average) meters wide]; and
On the West :	By Premises Nos. 5B/15C, 5B/16A, 5B/16L, 5B/16D, 5B/16J, 5B/20E, 5B/21, 5B/22 & 5B/23, Common Passage.

OR HOWSOEVER OTHERWISE the same may be called known numbered described or distinguished

#### **SCHEDULE I – DEVOLUTION OF TITLE OF THE PROMOTER IN RESPECT OF THE PREMISES**

By and under a Deed of Conveyance dated 21<sup>st</sup> December, 2022 made between The India Industrial Mission (as the Vendor) and the Promoter herein (as the Purchaser) registered at the office of the Additional Registrar of Assurance – IV, Kolkata in Book No. I, Volume No. 1904-2023, Pages 104 to 137, Being No. 190420834 for the year 2022 the Promoter herein purchased the Premises together with the benefit of the building plans that had been submitted to the Kolkata Municipal Corporation and were under process in the name of the India Industrial Mission for construction of new buildings on the Premises alongwith benefit of all approvals, permissions, no objections, clearances, reports etc. that may have been and/or may be issued or obtained regarding the same in the name of the India Industrial Mission.

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#### **SCHEDULE J – ALLOTTEE’S COVENANTS & HOUSE RULES**

1. The Allottee has agreed undertaken and covenanted to:
  - a) comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency from time to time;
  - b) permit the Maintenance Agency and its men, agents and workmen to enter into the said Apartment for the Common Purposes



or the Project with prior reasonable notice except in case of emergency/urgency;

c) deposit the amounts for various purposes as required by the Promoter and/or the Maintenance Agency;

d) use and occupy the said Apartment only for the purpose of residence and shall not be entitled to and shall not kill, slaughter or otherwise harm or injure animals, livestock or birds etc. within the Building and/or the Premises or on any portion thereof;

e) use the Common Areas mentioned in **Schedule E** without causing any hindrance or obstruction to other Allottees and occupants of the Building;

f) keep the said Apartment and party walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Apartment in the Building and/or in the Premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Apartments and parts of the Building;

g) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Apartment or the Common Areas for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise and also not to make any form of alteration to the external façade of the Building;

h) maintain and/or remain responsible for the structural stability of the said Apartment and not to do anything which has the effect of affecting the structural stability of the Building and in case any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 100/- (Rupees one hundred only) per square feet of the super built up area of the said Apartment Unit together with applicable Goods and Services Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;

i) use and enjoy the Common Areas only to the extent required for ingress to and egress from the said Apartment of men, materials and utilities;

j) sign and deliver to the Promoter all papers, applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Apartment from the CESC Limited in the name of the Allottee and until the same be obtained, the Promoter shall provide or cause to be provided reasonable quantum of

electricity from its own sources and install at the cost of the Allottee an electric sub-meter in or for the said Apartment and the Allottee shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Apartment;

k) be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other Allottees. The main electric meter shall be installed only at the common meter space. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Building, the Premises and outside walls of the Building save in the manner indicated by the Promoter/Association (upon formation);

l) bear and pay the Common Expenses and all other costs, expenses and outgoings in respect of the Premises proportionately and the said Apartment Unit wholly and the same shall initially be payable to the Maintenance Agency;

m) pay Corporation and all other rates, taxes, levies, duties, charges, impositions, outgoings and expenses in respect of the Building and the Premises proportionately and the said Apartment Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Apartment Unit until the same is assessed separately by the Corporation;

n) pay for other utilities consumed in or relating to the said Apartment Unit;

o) allow the other Allottees the right to easements and/or quasi-easements;

p) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Corporation Taxes and other taxes and payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;

q) to make payment of applicable Goods and Services Tax that may be payable in respect of all amounts to be paid by the Allottee to the Promoter, the Maintenance Agency and/or Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement; and

r) observe and comply with such other covenants as be deemed reasonable by the Promoter for the Common Purposes.

2. the Allottee has agreed and covenanted:

- a) not to damage, demolish or cause to be damaged or demolished the said Apartment or any part thereof;
- b) not to do anything that may affect the structural strength of the beams, columns, partition walls or any portion of the Building and not to make changes of a permanent nature except with the prior approval in writing of the Maintenance Agency and with the sanction of the authorities concerned;
- c) not to put any nameplate or letter box or neon-sign or board in the Common Areas or on the outside walls of the Building save at the place as be approved or provided by the Promoter Provided However That nothing contained herein shall prevent the Allottee to put a decent nameplate on the outface of the main door of the said Apartment;
- d) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Apartment or any portion thereof and not to change the colour or design of balcony, balcony railings, window grills, and/or change the outer elevation of the said Apartment or the Building under any circumstance and in case any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 100/- (Rupees one hundred only) per square feet of the super built up area of the said Apartment Unit together with all applicable taxes thereon besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter and the removing of Box Grill if at all put by the Allottee shall be made at the cost of the Allottee;
- e) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Apartment or any part of the Building or the Premises or may cause any increase in the premium payable in respect thereof;
- f) not to make or permit or play any disturbing noises or loud sounds or music in the Premises or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers of the Building and/or disturb them;
- g) not to use the lifts in case of fire and also not to use the lifts for the purpose of carriage or transportation of any goods, furniture, heavy articles, etc;
- h) not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance Agency/Association;
- i) not to close or permit the closing of verandahs or lounges or

balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation;

j) not to affix any coloured films or materials on the Building and not to decorate the exterior of the Building otherwise than in the manner agreed by the Promoter in writing or in the manner as near as may be in which it was previously decorated and also not to alter or permit any alteration in the outside colour scheme of the exposed walls of the verandahs lounge or any external walls or the fences of external doors and windows including grills/gates of the said Apartment Unit which in the opinion of the Maintenance Agency differ from the colour Scheme of the Building or deviation or which in the opinion of the Maintenance Agency may affect the elevation in respect of the exterior walls of the Building and/or the Premises and in case any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 100/- (Rupees one hundred only) per square feet of the super built up area of the said Apartment Unit together with all applicable taxes thereon besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;

k) not to deposit or throw or permit to be deposited or thrown any garbage, rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas or installations of the Building and the Premises and to deposit the same in such place only in the Premises and at such time and in such manner as the Maintenance Agency may direct;

l) not to store or allow anyone to store any goods articles, furniture or things in or around the staircase, lobby, landings or other common areas or installations of the Building;

m) not to store in the said Apartment Unit or any part of the Premises any hazardous, combustible, inflammable, injurious or obnoxious article likely to injure, damage or prejudicially affect or expose the Premises or any part thereof and/or the Premises and/or any neighbouring property to any risk of fire or any accident;

n) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Apartments in the Building;

o) not to claim any right over and/or in respect of the roof of the Building other than the right of common use in respect of the Common Roof Area or in respect of any open land at the Premises or in any other open or covered spaces of the Building and the Premises reserved or intended to be reserved by the Promoter for its own exclusive use and enjoyment and not meant to be a common area or

portion and notwithstanding any inconvenience to be suffered by him and not to obstruct any development or further development or additional vertical / horizontal or other constructions which may be made by the Promoter thereat or on any part thereof;

p) not to object to or hinder sanction of further/additional vertical/horizontal or other constructions or to the resultant variation in the Proportionate share and the Allottee shall not object to the changes and/or inconvenience caused due to such construction being made by the Promoter from time to time even after the Date of Possession;

q) not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner and/or for any reason whatsoever, relating to or concerning the construction or completion or transfer of the Building and/or the Apartments therein by the Promoter at any time, whether before or after the Date of Possession and/or delivery of possession of the said Apartment Unit to the Allottee, notwithstanding there being temporary inconvenience in the use and enjoyment of the said Apartment Unit by the Allottee and to be responsible and liable for all losses and damages which the Promoter may suffer in this regard due to any default by the Allottee;

r) not to object, obstruct or create any hindrance to the Promoter making Additional/Further Constructions subsequently and/or granting similar rights to the transferees/buyers and occupiers thereof in respect of the Common Areas;

s) not to shift or obstruct any windows or lights in the said Apartment or the Building and not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Apartment without the prior consent in writing of the Promoter and/or the Association;

t) not cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment;

u) not to block or occupy or encroach upon or obstruct or keep any article or goods in any pathways, passages, corridors, stairways, entrances or lobby or any of the Common Areas in any manner whatsoever;

v) not hang or cause to be hung clothes from the balconies of the said Apartment;

w) not to permit any new window, light, opening, doorway, path, passage, drain or other encroachment or easement to be made or acquired in against out of or upon the said Apartment without the prior

consent in writing of the Promoter and/or the Association;

x) not to park or allow anyone to park any car at any place other than the space earmarked for parking car(s) of the Allottee, if any, mentioned in **Schedule A**;

y) not to sell, transfer, let out or part with possession of the said Car Parking Space, if so agreed to be acquired by the Allottee hereunder, independent of the said Apartment and to use the same only for the purpose of parking of a motor car;

z) not to use the said Apartment Unit for any purpose save and except for residential purpose and not to use the said Apartment Unit for any commercial, business or professional purpose including without limitation, as a doctor's chamber, diagnostic or testing unit, nursing home, computer or educational training centre, repairing centre, commercial guest house, Club House, Eatery, boarding house, lodge, business centre, etc or for commercial, illegal or immoral purposes or in any manner that may cause nuisance to occupiers of the other portions of the Building;

aa) not to do any addition, alteration, structural changes, construction or demolition in the said Apartment Unit without prior written permission from the Corporation and other concerned authorities as also the Maintenance Agency and also subject to the condition that the same is not restricted under any other provision of this Agreement and in case of any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 100/- (Rupees one hundred only) per square feet of the super built up area of the said Apartment Unit together with all applicable taxes thereon besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;

bb) not to raise or put up any kutchha or pucca constructions, grills, walls or enclosure of any kind around the said Car Parking Space or part thereof and keep it always open and not use it for dwelling or staying of any person or blocking it by putting any articles and not do anything to alter its current state;

cc) not to make any claim of any nature whatsoever in respect of the Premises other than the said Apartment Unit hereby agreed to be transferred and the common enjoyment of the Common Areas;

dd) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the Building and shall not project anything out of any window of the Premises;

ee) not to keep or harbour any bird or animal in the Common Areas of the Premises;

ff) not to make claim of any right of pre-emption or otherwise regarding any of the other Apartments or any portion of the Building and/or the Premises;

gg) not to install any air-conditioner except at the designated place shown by the Promoter and at no point of time to change the position, cabling, vents and/or arrangement for the air-conditioner without prior written consent of the Promoter and not to install any cabling and/or pipeline in the periphery of the Building and/or the Premises;

hh) not to install any external wires or cables that may be visible outside the said Apartment;

ii) not to put any film, whether coloured, reflective or otherwise on the windows/glass, whether external or internal;

jj) not to install any false ceiling in the said Apartment without first making provision for the fire sprinkler and fire alarm system to be appropriately installed at the costs of the Allottee in the manner that the same are visible and operative externally and outside the false ceiling and do not adversely affect the fire safety as per the rules of WBFES;

kk) not to subdivide the said Apartment Unit and/or the said Car Parking Space, if allotted, or any portion thereof;

ll) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any portion of the Building and the Premises not forming part of the Common Areas;

mm) not to carry on or permit to be carried on at the said Apartment Unit or any part thereof at any time any dangerous, noisy, obnoxious or offensive act or any nuisance or do any act, matter or thing which may cause annoyance or inconvenience to the other Allottees /occupiers of the Premises and/or the neighbourhood;

nn) not to use the said Apartment Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity which could subject the Promoter to any liability under environmental laws or any other laws;

oo) not to interfere in any manner with the right, title, interest or entitlement of the Promoter and/or its transferees/assigns in respect of other Apartment Units;

pp) not to do anything that may be contrary to the terms, conditions,

restrictions, stipulations and covenants contained in this Agreement;

qq) not to change the Project name “Orbit Tarang” and its logo under any circumstances whatsoever;

rr) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any of the Open Terraces in the Building and the Premises save and except the said Open Terrace, if any, mentioned in Part-I of Schedule-A;

ss) not to claim any right, title, interest, or entitlement whatsoever in the Exclusive Private Roof Area;

tt) not to interfere in any manner with the Exclusive Private Roof Area Rights of the Promoter (along with its guests and visitors) in respect of Exclusive Private Roof Area and/or do anything that may be contrary to Clause 34(x); and

uu) not to install any mechanical car parking system on any part of the Premises.

3. The Allottee agrees, undertakes and covenants not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner or for any reason whatsoever relating to the Premises or concerning the development, construction or completion of the Premises including the Common Areas and/or any further extension, expansion, construction, addition or alteration therein from time to time and/or the transfer, sale or disposal of any Apartment Unit or any portion of the Building and/or the Premises.

4. The Allottee has agreed undertaken and covenanted not to question at any time the computation of the Super Built-up Area of the said Apartment Unit and not to claim or demand, under any circumstances whatsoever, details or calculations of the Super Built-up Area.

5. If at any time there be imposition of or enhancement of any tax, duty, levy, surcharge or fee (including Goods and Services Tax) under any statute or regulation on the Premises, the Building and/or the said Apartment Unit or on the construction or transfer of the said Apartment Unit or any portion thereof (whether payable to the concerned authority by the Promoter or the Allottee) the same shall be borne and paid by the Allottee wholly in respect of the said Apartment Unit and proportionately in respect of the Premises and the Building, without raising any objection thereto. The Promoters shall not be liable for the same or any portion thereof under any circumstances whatsoever. The Allottee shall make such payment within 7 (seven) days of demand being made by the Promoter and/or the concerned



authority.

6. The Allottee shall have no connection whatsoever with the other Allottees and there shall be no privity of contract or any agreement or arrangement as amongst the Allottee and the other Allottees (either express or implied) and the Allottee shall be responsible to the Promoter for fulfillment of the Allottee's obligations irrespective of non-compliance by any other Allottees.

7. The Allottee shall be responsible for and shall keep the Promoter and the Maintenance Agency indemnified of from and against all damages, claims, demands, costs, charges, expenses and proceedings occasioned relating to the Premises or any part of the Building or to any person due to any negligence or any act, deed, thing or omission made done or occasioned by the Allottee and shall keep the Promoter and the Maintenance Agency indemnified of from and against all actions claims proceedings costs expenses and demands made against or suffered by the Promoter and the Maintenance Agency as a result of any act, omission or negligence of the Allottee or the servants, agents, licensees, invitees or visitors of the Allottee and/or any breach or non-observance by the Allottee of the Allottee's covenants and/or any of the terms herein contained.

8. The transaction contemplated herein is a single transaction of sale and purchase of the said Apartment Unit and does not constitute any Party to be the agent of the other Party and no form of service is contemplated. It is further hereby expressly intended and agreed by and between the parties hereto that nothing herein contained shall be construed to be a "Works Contract" and it is hereby further intended and agreed by and between the parties hereto that in the event the Promoter is liable to make payment of any Sales Tax, VAT, Works Contract Tax, Service Tax, Goods & Services Tax or any other statutory tax, duty or levy in respect of this Agreement or the transfer of the said Apartment contemplated hereby, the Allottee shall be liable to and agrees to make payment of the same at or before taking possession of the said Apartment Unit.

9. The Parties shall keep confidential all non-public information and documents concerning the transaction contemplated herein, unless compelled to disclose such information/documents by judicial or administrative process or by other requirements of law.

#### **SCHEDULE K - COMMON EXPENSES**

1. **Association:** Establishment and all other capital and operational expenses of the Association. All expenses and outgoings for preparation and registration of Deed of Transfer for transfer of undivided proportionate title in the Common Areas including the

- said Land in favour of the Association including stamp duty, registration fees, legal fees, incidental expenses, etc.
2. **Common Utilities:** All charges and security deposits for supply, operation and maintenance of common utilities.
  3. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.
  4. **Litigation:** After handing over of possession all litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
  5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas of the Premises, including the exterior or interior (but not inside any Apartment) walls of the Building.
  6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas of the Premises, including lifts, generator, changeover switches, CCTV, if any, EPABX, if any, pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas of the Premises.
  7. **Rates and Taxes:** Corporation Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Building and/or the Premises save those separately assessed on the Allottee.
  8. **Staff:** The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians, etc. including their perquisites, bonus and other emoluments and benefits.
  9. **Management Fees:** The Allottee shall be liable to make payment of Management Fees at the rate of 15 percent of the Maintenance Charges to the Promoter till the handover of the maintenance to the Association.
  10. **Mechanical Car Parking System:** All fees, costs, charges, taxes and expenses for managing, maintaining and up-keeping the Mechanical Car Parking System including periodic maintenance, repair, replacement, renovation, overhaul, insurance, deployment of personnel and agency for its operation and other purposes, security, protection, depreciation, electricity costs for operations as also ancillary or incidental expenses regarding the Mechanical Car Parking System, etc.
  11. **General & Out Pocket Expenses:** All other expenses and/or outgoings including litigation expenses, if any, as may be incurred by the Maintenance Agency/ Association for the Common Purposes.
  12. **Club:** The charges and expenses relating to the Club shall form part of the Common Expenses and be included in the Maintenance Charges payable by the Allottees.

Notwithstanding anything to the contrary contained elsewhere in this Agreement it is made clear that although the Mechanical Car Parking System is not part of the Common Areas, all expenses regarding the same shall form part of the Common Expenses and the Allottee is hereby expressly agreeing to pay the proportionate costs for the same irrespective of whether the Allottee has facility of parking thereat.

#### **SCHEDULE L - RIGHTS OF THE MAINTENANCE AGENCY/ASSOCIATION**

- a) Apportionment of any liability of the Allottee in respect of any expenses, taxes, dues, levies or outgoings payable by the Allottee pursuant to this Agreement or otherwise shall be Proportionate.
- b) The Maintenance Charges payable by the Allottee with effect from the date of issue of the Partial or Full Completion Certificate shall be payable on a monthly basis on the basis of the bills to be raised by Maintenance Agency/Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Maintenance Charges shall be decided by the Promoter from time to time subject to a minimum of Rs. 3/-per square feet of super built-up area per month for the said Apartment together with applicable Goods and Services Tax. In addition to the Maintenance Charges, the Allottee shall be liable to make payment of Management Fees at the rate of 15 percent of the Maintenance Charges to the Promoter till the handover of the maintenance to the Association.
- c) The Maintenance Agency/Association shall be entitled to revise and increase the Maintenance Charges from time to time and the Allottee shall not be entitled to object thereto.
- d) The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by Maintenance Agency/Association (upon formation), within the prescribed due date, failing which the Allottee shall pay interest for delayed payments at the rate specified in Rule 17 of the Rules, for the period of delay, computed from the date the payment became due till the date of payment, to the Maintenance Agency/Association (upon formation), as the case may be. The Allottee also admits and accepts that apart from the above, the Maintenance Agency/Association shall also be entitled to withdraw, withhold, disconnect or stop all or any services, facilities and utilities to the Allottee and/or the said Apartment Unit including water supply, electricity, user of lift etc., in case of default in timely payment of the Maintenance Charges, Electricity Charges, Corporation taxes, Common Expenses and/or other payments by the Allottee after giving 15 days notice in writing.
- e) The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all costs and expenses relating to the Mechanical Car Parking System (including its running, maintenance, operation, repair,

replacement, renovation, insurance etc.) proportionately irrespective of whether the Allottee has facility of parking thereat as also such costs and expenses may be charged from the Allottee as part of the Maintenance Charges or proportionate Common Expenses or separately as the Maintenance Agency may deem fit and proper.

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 Allottees)

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

Name \_\_\_\_\_

Address \_\_\_\_\_

Please affix Photographs and sign across the photograph
--

\_\_\_\_\_

(2) Signature

\_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Please affix Photographs and sign across the photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED  
Promoter:

Signature \_\_\_\_\_

Please affix Photographs and sign across the photograph

Drafted by:  
R. Ginodia & Co. LLP, Advocates  
Ground Floor, 6, Church Lane,  
Kolkata – 700 001

**DATED THIS DAY OF , 2023**

**BETWEEN**

**ORBIT TIRUPATI TOWERS  
PRIVATE LIMITED**

**AND**

---

**AGREEMENT FOR SALE**

<b>Apartment No.</b>	<b>:</b>	
<b>Floor</b>	<b>:</b>	
<b>Tower</b>	<b>:</b>	

**R. Ginodia & Co. LLP  
Advocates  
Ground Floor, 6, Church Lane  
Kolkata – 700 001.**

